

HILTON TUCSON EL CONQUISTADOR CONVENTION CONTRACT

A satisfied customer is our goal. Admittedly we believe that if you feel like we delivered the service and product we promised, it is likely you will return and you will tell others about your positive experience.

This contract between the American Guild of English Handbell Ringers and Ashford Hospitality Trust ("Owner"), d/b/a Hilton Tucson El Conquistador Golf & Tennis Resort (the "Hotel") is intended to be helpful to us both and result in your satisfaction with our performance.

GENERAL INFORMATION:			
Especially Prepared for:	American Guild of English Handbell Ringers		
By:	Rees Hinton, Senior Sales Manager	Function:	American Guild of English Handbell Ringers National Seminar
Contact:	Ms. Jenny Cauhorn, Executive Director 1055 Centerville Station Road Dayton, OH 45459 Phone Number: 937-438-0085 Fax Number: 937-438-0434	Headquarters Hotel:	Hilton Tucson El Conquistador Golf & Tennis Resort
		Dates Rooms Reserved:	Tuesday, July 14, 2009 through Monday, July 20, 2009

Option Dates

These arrangements are being held on a first option basis until Friday, August 24, 2007. However, should another organization request the dates and be in a position to confirm immediately, you will be advised and given seven (7) days to confirm on a definite basis or so alternate dates can be researched and held for your use.

Please note that it is the responsibility of your organization to notify the **Hilton Tucson El Conquistador Golf & Tennis Resort** if you need to extend your option. If written confirmation is not received by the **Hilton Tucson El Conquistador Golf & Tennis Resort** by Friday, August 24, 2007 your hold may be automatically released.

This contract will become a binding commitment once it has been signed by both **American Guild of English Handbell Ringers** and **Hilton Tucson El Conquistador Golf & Tennis Resort**.

ROOM ARRIVAL and DEPARTURE PATTERN:

	Mon, 7/13/09	Tue, 7/14/09	Wed, 7/15/09	Thu, 7/16/09	Fri, 7/17/09	Sat, 7/18/09
Standard	3	23	23	23	23	18
Queen/Queen	10	110	200	200	200	195
Staff Junior Suites	6	6	6	6	6	6
Presidential Suite	1	1	1	1	1	1
Totals	20	140	230	230	230	220

TOTAL SLEEPING ROOM NIGHTS RESERVED: 1,070

American Guild of English Handbell Ringers agrees that it will provide to Hotel information summarizing all events of a similar type to the one described in this contract that it holds between the date this contract is signed and the date of the event described in this contract, no later than 60 days after each event is completed. This information will be used by hotel to assist **American Guild of English Handbell Ringers** and Hotel in planning for this event.

We are pleased to confirm the following special net meeting rates were you to conduct this meeting in 2009 (**year of contract**):

Initials: _____ Date: _____

We are pleased to confirm the following rates for this meeting in 2009:

Room	Single Rate	Double Rate	Triple Rate	Quad Rate
Standard	\$ 119.00	\$ 119.00	\$ 119.00	\$ 119.00
Queen/Queen	\$ 119.00	\$ 119.00	\$ 119.00	\$ 119.00
Staff Junior Suites	\$ 59.00	\$ 59.00	\$ 59.00	\$ 59.00
Presidential Suite	Complimentary	Complimentary	Complimentary	Complimentary
Junior Suites	\$ 159.00	\$ 159.00	\$ 159.00	\$ 159.00
Casita Suites	\$ 199.00	\$ 199.00	\$ 199.00	\$ 199.00

Rollaway charge is \$30.00 per night. Children under 18 may stay for free in their parent's room using existing bedding.

Taxes and Service Charges

Currently, Resort rooms are taxed at a rate of 14.05%. All other resort purchases may be subject to sales tax. Please note that these taxes are subject to change under Arizona State tax laws. Private group food and beverage functions have a 22% service charge applied. This service charge is subject to the applicable Arizona State tax, currently 8.1%. Current service charge is subject to change.

The following service charges are suggested and are at individual's discretion:

- * Portage: \$5.00 in / \$5.00 out per person
- * Housekeeping Services: \$2.00 per room per night

Concessions

We are pleased to offer the following concessions, based on an **80%** pickup of total room nights:

- ◆ We are pleased to extend one (1) complimentary room night per every 50 revenue room nights actually utilized by **American Guild of English Handbell Ringers**. Please refer to "Complimentary Rooms" clause for more detail.
- ◆ One (1) complimentary Presidential Suite for arrival, Monday, July 13, 2009 and departure Monday, July 20, 2009
- ◆ One (1) complimentary stay for the 2009 Conference to be used as a prize drawing during the exhibit shopping time
- ◆ Up to six (6) complimentary room nights for pre-planning meetings, additional rooms at \$59.00 per night, on mutually agreeable dates
- ◆ Hotel will exhibit at AGEHR's 2008 event in Orlando, FL for the purpose of promoting the 2009 National Seminar. AGEHR will provide hotel with complimentary exhibit space.

Please note that complimentary guestrooms are not included in guestroom pickup.

Concessions are based on 80% pickup of room block. If the total room nights fall below 80% of contracted rooms, your Sales Manager and Events Manager may reduce, cancel, or revise your concessions. This action will be at the sole discretion of the Hotel.

Resort Value Pack

All of the following amenities and services are provided at \$10.00 per room, per night, plus applicable tax, which will be offered as an option to purchase by your attendees upon check in.

- ◆ Wellness Center Admittance (\$10.00 value per day)
- ◆ Country Club Fitness Center Access (\$10.00 value per day)
- ◆ 10% off Tennis/Golf Pro Shop merchandise purchase
- ◆ Half off Tennis Court Fee (Without value pack \$20.00 per hour)
- ◆ Rent one demo racquet and get a second rental free (\$4.50 value)
- ◆ \$5.00 off overnight Valet parking (Without value pack \$11.00 per night)

Staff Rooms

We are pleased to reserve 36 room nights (in Junior Suites) as part of your block at the special net rate of \$59.00 to be used by your convention staff. The regular rate for these rooms would be \$159.00, thus your savings are \$3,600.00.

Initials: _____ Date: _____

Cut Off Date

All the rooms provided for in your room block will be reserved on a definite basis for you upon signing of this contract. In order to assign specific room types to your attendees we ask that all room requests be received twenty-one (21) days prior to your major arrival day of Tuesday, July 14, 2009. After the cut off date of **Tuesday, June 23, 2009**, the **Hilton Tucson El Conquistador Golf & Tennis Resort** will continue to hold any rooms in your block not assigned to a specific attendee for your group if you pay for them in full at that time. Advance payments will be refunded by the **Hilton Tucson El Conquistador Golf & Tennis Resort** after your convention dates if rooms you paid for in advance were later paid for by your attendees. If you prefer, after consultation with you, confirmed in writing, the **Hilton Tucson El Conquistador Golf & Tennis Resort** will offer unassigned rooms in your block to other individuals or groups in an effort to reduce damages you may be required to pay pursuant to the Performance Clause of this agreement. If you ask us to attempt to resell the unused rooms in your block, members of your group may still request rooms based on availability. Such rooms will be available at the **Hilton Tucson El Conquistador Golf & Tennis Resort's** prevailing rate.

Check-In/Out Time

Our check-in time is 4:00 PM; check-out time is 12:00 PM. All guests arriving before 4:00 PM will be accommodated as rooms become available. Our Bell Staff can arrange to check baggage for those arriving early when rooms are unavailable and for guests attending functions on departure day.

Complimentary Rooms

In consideration of your guest room commitment, we are pleased to extend one (1) complimentary room night per every 50 revenue room nights actually utilized by your **American Guild of English Handbell Ringers**. A standard parlor of a suite is counted as one room, with a standard one-bedroom suite being counted as two rooms. **American Guild of English Handbell Ringers** should provide a list of names in order of preference for complimentary room assignment. If you fill all of the rooms reserved in your room block, you will be entitled to 21 complimentary rooms, valued at a minimum of \$2,499.00.

Room Assignments

We understand room assignments will be made directly with the **Hilton Tucson El Conquistador Golf & Tennis Resort** room reservation department by calling our toll-free number **1-800-HILTONS**. In doing so, please ask your attendees to request the group rate for **American Guild of English Handbell Ringers National Seminar**.

Regardless of how your reservations are made, our online Guest List Manager is available to view and manage guest lists as well as view room count summaries for your group block. Your Event Manager will provide you with the brief instructions to access.

We are pleased to offer **G.R.I.P.**, Hilton's proprietary Group Reservation Identification Program, which automates the process of cross referencing registration lists to identify rooms booked outside of the group block. Your final report of consumed rooms will reflect all rooms associated with your block, however credit toward performance damages, complimentary rooms, etc. for rooms booked outside of the group block is subject to the hotel's discretion (based on factors including but not limited to the following: variables in rates, occupancy and channel of reservation). If you request a comparison through G.R.I.P., you will need to electronically provide the first and last names of attendees registered for your event to the Hotel and sign an addendum relating to use of G.R.I.P. for your event. You agree that you will fully defend and indemnify hotel and HHC from and against any and all claims, settlements, judgments, fees or costs, including attorney's fees and expert witness fees and costs, incurred as a result of any claim by any person or entity arising out of the release of information about a guest or guests to you, as part of this comparison process. Your event manager will discuss how Hilton can assist you in managing your attendees' booking behavior.

Deposits/Confirmation

In order to confirm a room assignment for your attendees, we will require them to provide a first night's deposit, (**refundable up to 7 days in advance of your convention date**). Checks and major credit cards are acceptable to establish prepayment. All credit cards used to prepay will be charged immediately. The **Hilton Tucson El Conquistador Golf & Tennis Resort** will deduct any collected nonrefundable prepayment fees from the amount you may owe as performance or cancellation damages.

Initials: _____ Date: _____

In addition, for rooms that are to be charged to the master account, the **Hilton Tucson El Conquistador Golf & Tennis Resort** has a 7 day in advance cancellation policy for individual guestrooms. Any guestrooms that no-show on the day of arrival or cancel within 7 days prior to arrival the Hotel will charge one (1) night room and tax to the master account. The **Hilton Tucson El Conquistador Golf & Tennis Resort** will deduct any of these collected fees from the amount you may owe as performance or cancellation damages.

“Walk” Clause

The parties agree that on occasions due to unanticipated circumstances, the Hotel may not have rooms available for all guests who wish to check in on a particular night. While Hotel will use reasonable efforts to avoid such situation impacting **American Guild of English Handbell Ringers**, in the event any member of your group with a confirmed reservation cannot be accommodated by the **Hilton Tucson El Conquistador Golf & Tennis Resort**, the **Hilton Tucson El Conquistador Golf & Tennis Resort** will provide the following:

1. Accommodations at a comparable hotel as close as possible and at no charge to the guest for each night the guest is displaced from the **Hilton Tucson El Conquistador Golf & Tennis Resort**.
2. One complimentary round trip ground transportation between **Hilton Tucson El Conquistador Golf & Tennis Resort** and the alternate hotel.
3. The **Hilton Tucson El Conquistador Golf & Tennis Resort** will make necessary arrangements for the displaced guest's telephone messages and mail to ensure that they are properly forwarded.
4. The group will receive credit for any guests displaced toward its pick up for purposes of this contract.
5. If a room becomes available at the **Hilton Tucson El Conquistador Golf & Tennis Resort** for the displaced guest and the guest elects not to return to the **Hilton Tucson El Conquistador Golf & Tennis Resort**, the **Hilton Tucson El Conquistador Golf & Tennis Resort** will have no further obligations under this clause.
6. When a room becomes available at the **Hilton Tucson El Conquistador Golf & Tennis Resort** and the displaced guest returns, the **Hilton Tucson El Conquistador Golf & Tennis Resort** will provide upgraded accommodations if available and provide the guest with a welcome expression from the General Manager.

Based on your requirements as you have indicated them to be, we have reserved the above program of function space needs. Based on a sleeping room and food and beverage usage as indicated in this contract and the other anticipated revenues that **Hilton Tucson El Conquistador Golf & Tennis Resort** will realize from this event, the function space for your program will be provided on a complimentary basis, a savings of approximately \$80,000.00.

You will be asked to sign Event Orders confirming the specific room set up details before your event. Should extensive meeting room set-ups or elaborate staging be required, there will be a set-up charge to cover **Hilton Tucson El Conquistador Golf & Tennis Resort** cost and additional labor. If equipment is necessary that exceeds **Hilton Tucson El Conquistador Golf & Tennis Resort's** inventory, then **American Guild of English Handbell Ringers** agrees to pay for the cost of renting of additional equipment.

For the safety of persons and property, no fireworks, smoke and fog machines or incendiary devices may be used indoors at the hotel. You agree to indemnify us for any damage caused to any hotel property as a result of drayage related to your event, whether caused by you, your agents, employees, contractors, or agents.

Hilton Tucson El Conquistador Golf & Tennis Resort understands the importance of your ability to use the function space held for your event without significant outside noise or other distractions. In the event such problems occur, hotel upon notification by **American Guild of English Handbell Ringers** will immediately take reasonable steps to prevent such noise or other distractions that are within the hotel's reasonable control from continuing.

Hilton understands that there may be persons or groups attending your convention who may wish to schedule additional meetings over your convention dates. These affiliated persons or entities will be expected to pay for use of function space requested at the **Hilton Tucson El Conquistador Golf & Tennis Resort's** published rates.

Sunset Hospitality Suites

A food and beverage minimum of \$450.00 per day is required for each Sunset Hospitality Suite reserved.

Hotel Guidelines on Exhibits

- A. Hotel unfortunately does not have storage space for crates.

Initials: _____ Date: _____

- B. Uniformed unarmed security personnel may be required in Exhibit Areas at the expense of the **American Guild of English Handbell Ringers**.
- C. Exhibitors and **American Guild of English Handbell Ringers** shall indemnify and hold harmless hotel and its servicing agents from all liability (damage or accident) which might ensue from any cause resulting or connected with transportation, placing, removal or display of exhibits. **American Guild of English Handbell Ringers** hereby agrees to the Indemnity Agreement attached hereto and marked Exhibit A.
- D. **American Guild of English Handbell Ringers** shall be responsible for obtaining any necessary Local Fire Department approvals of Exhibit plans. A \$250.00 one time cleaning fee per exhibit room will apply.
- E. Hotel requests that the **American Guild of English Handbell Ringers** submit to hotel a proof of the Exhibitors Contract before it is sent to the Exhibitors.
- F. You agree to indemnify us for any damage caused to any hotel property as a result of drayage related to your event, whether caused by you, your agents, employees, contractors, or agents.
- G. Exhibitors are not permitted to bring in food and/or beverages as part of their sales display or giveaways.

The **American Guild of English Handbell Ringers** shall assume responsibility for any claims arising out of the use of the exhibition premises of the **Hilton Tucson El Conquistador Golf & Tennis Resort**. In this regard, the **American Guild of English Handbell Ringers** agrees to indemnify and defend the **Hilton Tucson El Conquistador Golf & Tennis Resort** and its Owners, agents and employees against any claims or expenses arising out of the use of the exhibition premises.

The **American Guild of English Handbell Ringers** agrees to obtain and maintain during the use of the exhibition premises, Comprehensive General Liability Insurance, including contractual liability covering the **American Guild of English Handbell Ringers's** indemnity in this Responsibility Clause. Such insurance shall be in the amount of not less than \$1,000,000 combined single limit for personal injury and property damage. The **Hilton Tucson El Conquistador Golf & Tennis Resort**, its Owners and Hilton Hotels Corporation shall be named as additional insureds on such policy, and **American Guild of English Handbell Ringers** shall supply the **Hilton Tucson El Conquistador Golf & Tennis Resort** with Certificates of Insurance at least 30 days prior to the use of the exhibition premises.

In order to protect the **American Guild of English Handbell Ringers** and the **Hilton Tucson El Conquistador Golf & Tennis Resort**, the **American Guild of English Handbell Ringers** agrees to include the following Responsibility Clause in their Exhibitor contract:

Exhibitor assumes responsibility and agrees to indemnify and defend the **American Guild of English Handbell Ringers** and the **Hilton Tucson El Conquistador Golf & Tennis Resort** and their respective employees and agents against any claims or expenses arising out of the use of the exhibition premises.

The Exhibitor understands that neither the **American Guild of English Handbell Ringers** nor the **Hilton Tucson El Conquistador Golf & Tennis Resort** maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

Audio Visual

If **American Guild of English Handbell Ringers** chooses to utilize an audio visual provider other than Swank Audio Visual, the Hotel will require you to comply with audio visual guidelines. Please see attached guidelines. For further assistance please contact Tom Jankowski at 520-544-1764.

Banquet Services

You have agreed to hold the food and beverage events set forth in the attached program schedule, or to provide a minimum of \$50,000.00 in banquet food and beverage revenue. You will be asked to sign Event Orders confirming menus and other details for each of your events.

Because food and beverage prices fluctuate in accordance with market conditions, menu prices for planned food and beverage functions will be established not earlier than six (6) months prior to your event.

Upon request, copies of proposed menus will be provided. The food and beverage minimum listed above does not include taxes and service charges, which are currently 8.1% tax and 22% service charge, which is subject to change.

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The **Hilton Tucson El Conquistador Golf & Tennis Resort** is licensed to serve food and beverages. No food or beverages may be brought into the **Hilton Tucson El Conquistador Golf & Tennis Resort** by **American Guild of English Handbell Ringers** for service at this specific event.

Outside Contractors

Should you elect to utilize outside contractors or subcontractors on the hotel premises during your event, including, but not limited to, a destination management company, audio/visual services, decorators, or others, you must notify the hotel of your intention to use such providers at least thirty days in advance of your event. All outside contractors must sign a hold harmless, indemnification and insurance agreement in the form currently in use at Hotel for similar outside contractors and provide proof of insurance in amounts acceptable to Hotel (amounts and types of insurance may be changed or increased in Hotel's sole discretion based on the type of services the outside contractor will be providing) before they will be allowed to provide services on Hotel premises.

Rooming List

Group has requested that **Hilton Tucson El Conquistador Golf & Tennis Resort** provide **American Guild of English Handbell Ringers** and/or **American Guild of English Handbell Ringers's** representative(s) with access to guest reservation information pertaining to guests who have reserved rooms at the **Hilton Tucson El Conquistador Golf & Tennis Resort** as part of the **American Guild of English Handbell Ringers** room block (each, an "Attendee") established pursuant to this agreement. Group certifies that it has obtained consent from each of its Attendees for the **Hilton Tucson El Conquistador Golf & Tennis Resort** or Hilton Hotels Corporation ("HHC") to provide to **American Guild of English Handbell Ringers** and/or **American Guild of English Handbell Ringers's** representative(s) such Attendee's reservation information and agrees to reimburse **Hilton Tucson El Conquistador Golf & Tennis Resort** and HHC for any costs, damages, fees or expenses of any kind arising from any claim(s) by an Attendee relating to the **Hilton Tucson El Conquistador Golf & Tennis Resort's** or HHC's disclosure of reservation information.

Shipping

Package Center processing fee is \$0.49 per pound for all packages received and destined for your conference. An itemized statement detailing the number of packages received, carrier name, total weight, and the processing fee is provided daily for your review. The processing fee includes the storage of packages up to seven (7) calendar days before your events. All charges are posted to the Group Master Account.

Credit Arrangements

It is our understanding that all individuals who attend your meeting will be responsible for their own room, tax and incidental charges upon check-out.

Master Accounts

It is our understanding you want to establish credit with us for this event. Please complete the enclosed credit application and return it along with this signed contract. If the application is not received or not approved, you agree that the bill is to be paid by company check or certified check for the entire estimated charges 30 days in advance of arrival. The **Hilton Tucson El Conquistador Golf & Tennis Resort** reserves the right to require advance payments or deposits of all or part of your estimated charges if your credit status changes after initial credit approval.

On receipt of the credit application and approval a master account will be set up for this meeting. All charges posted to your master account should be approved in writing by you or your authorized designee. We would like to review the account with you daily to eliminate discrepancies. One-third of the master account will be paid before arrival. You agree that the master account will be fully paid within 30 days after receipt of the bill. In the event any charges are disputed, all undisputed amounts will be paid within 30 days. All undisputed charges not paid within 30 days will be subject to interest accruing at the rate of 1 ½ % per month until paid.

If you prefer, all master account charges can be paid by credit card. Hilton accepts American Express, Diners Club, Discover Card, JCB International, Master Card or Visa for master account payments. If credit has not been approved for your event, you will provide us with the credit card to which all estimated master account charges will be charged no later than **Sunday, June 14, 2009**. If you receive credit approval, we request that you provide us with your credit card information at departure, and we will charge the account when you advise us of your approval of the master account bill. In

Initials: _____ Date: _____

the event any charges are disputed, you agree that we may charge the undisputed charges to the account immediately and the remainder will be charged upon resolution.

Acts of God

Neither party shall be responsible for failure to perform this contract if circumstances beyond their control, including, but not limited to; acts of God, shortage of commodities or supplies to be furnished by the **Hilton Tucson El Conquistador Golf & Tennis Resort**, governmental authority, or war in the United States make it illegal or impossible for the hotel to hold the event.

Performance and Cancellation Policies

Upon signing of this contract, both you and **Hilton Tucson El Conquistador Golf & Tennis Resort** will have entered into a binding commitment. **Hilton Tucson El Conquistador Golf & Tennis Resort** is committed to provide and you are committed to use and pay for all of the accommodations and services set forth in this agreement. **Hilton Tucson El Conquistador Golf & Tennis Resort** has offered the favorable sleeping room rates and other concessions in this contract based upon the total anticipated revenues for your event. "Anticipated Revenue" includes revenue from the total sleeping room nights reserved in the "Room Arrival and Departure Pattern" block at the gross rates established herein (less complimentary rooms), food and beverage events at the minimum per person charge, plus gratuity and service charge as set forth in your program, meeting room rental as agreed and ancillary revenues which the hotel expects to receive from your attendees, such as telephone tolls, in-room movies, room service, outlet usage and similar charges. In states in which local law requires payment of taxes on damages, anticipated revenue will include tax.

Should you not utilize and pay for all of the commitments of this contract, whether due to reduction in size of your meeting, drop in attendance, change in food and beverage events or cancellation of the entire contract, you agree that the hotel will suffer damages. Such damages will occur because **Hilton Tucson El Conquistador Golf & Tennis Resort** will have lost the opportunity to offer your unused facilities to others either individually or as part of another block and will incur additional costs in attempting to resell inventory that was already sold. The exact amount of such damages will be difficult to determine. Therefore, the parties agree that the following liquidated damage clauses are a reasonable effort by the parties to agree in advance on the amounts that will be paid by you in the event of either lack of performance or cancellation.

Performance Clause

Prior to your event, from time to time, at our option, we may review the number of requests for room assignments which have been made by your attendees in order to compare your obligations herein with your **American Guild of English Handbell Ringers's** actual likely performance. Should it appear in advance of your meeting that the actual number of attendees will fall below the attendance we expect based upon your room block, the **Hilton Tucson El Conquistador Golf & Tennis Resort** reserves the right to assign alternate meeting space commensurate with your reduced space needs as indicated by your attendee's requests for room assignments.

Further, in the event that you do not use all of the sleeping rooms in your block or reduce the number, size or scope of the food and beverage events set forth in your program, you agree to pay liquidated damages to the hotel based upon the difference between the total revenue anticipated for your event and the revenue actually received as follows:

Sleeping Rooms

Percentage of Total Anticipated Revenue from Sleeping Rooms Actualized by Hotel:	Percentage of Total Anticipated Revenue from Sleeping Rooms to be paid as Liquidated Damages:
80% to 100%	0%
70% to 79%	10%
60% to 69%	20%
50% to 59%	30%
less than 49%	Group will be deemed cancelled and cancellation damages will apply.

The hotel will determine your actualized sleeping room revenue by adding together the room rates received for rooms used within your reserved room block. If you and hotel agree under the Cut Off Date paragraph that unreserved rooms in your block will be returned to the hotel to attempt resale, your group rooms will be considered resold to the extent that the hotel sells more rooms on a night of your event than it could have sold if your block had been filled. Each room resold will be

Initials: _____ Date: _____

credited to your actualized revenue at the hotel's average rate for the day ("Resale Credit"). For example, the hotel has 428 total available rooms. If group reserves 250 rooms, hotel will have 178 rooms available to sell before "reselling" an unused Group room. If four of your rooms are resold on one day, the Resale Credit will equal the hotel's average daily rate times four and will be added to your actualized sleeping room revenue.

Food and Beverage

The guestroom rates and concessions outlined are based on **American Guild of English Handbell Ringers's** guaranteed expenditure of a minimum of \$50,000.00 in organized food and beverage, excluding taxes and gratuity. Should you fall short of this minimum; the master account will be charged the Hotel's estimated lost profits of 35% on the difference between the actualized amount of food and beverage and the amount achieved.

For example, if an F&B minimum is contracted at \$50,000.00 and the actual expenditure during the event is \$40,000.00, then the food and beverage performance damages will equal \$3,500.00 ($\$50,000 - \$40,000 \times 35\%$).

If food and beverage functions have been established under an Event Order, performance damages for food and beverage will be determined separately based on the terms of the Event Order if anticipated revenue under the Event Order is higher.

Estimated performance damages will be due and payable to the hotel seven (7) days prior to group arrival date.

Cancellation Clause

American Guild of English Handbell Ringers agrees that should it cancel its event for any reason, including changing its meeting site to another hotel, that **Hilton Tucson El Conquistador Golf & Tennis Resort** will suffer damages. The closer in time to the date of your event that a cancellation occurs, the less likely it is that **Hilton Tucson El Conquistador Golf & Tennis Resort** will be able to replace any or all of your business with comparable business. Therefore, the parties agree that **American Guild of English Handbell Ringers** will pay as liquidated damages to the **Hilton Tucson El Conquistador Golf & Tennis Resort** immediately upon notice of cancellation a percentage of the total revenues anticipated by the **Hilton Tucson El Conquistador Golf & Tennis Resort** for your event from sleeping rooms, food and beverage events set forth in your program and ancillary revenues as follows:

Cancellation between date of signing until 1 year before event date: 40%

Cancellation less than one year before event date: 60%

In the event that this meeting is canceled prior to the time that specific sleeping room rates are agreed upon, menu prices are established, or exhibit space rates are established, then our current room rates, current menu prices and current exhibit space rates, as set forth herein, will be used in calculating the **Hilton Tucson El Conquistador Golf & Tennis Resort's** anticipated gross revenues. Ancillary revenues will be calculated using the average daily per occupied room ancillary revenue for the same month as the convention from the most recent year available.

Hilton Tucson El Conquistador Golf & Tennis Resort will not consider notice of cancellation valid and will not release accommodations held until payment of the liquidated cancellation damages is received, therefore delay in payment may result in higher damages owed. The above damages include an estimate of the hotels' ability to mitigate its damages.

Cancellation by Hotel

In the event that the Hotel cancels this agreement without cause, Group will be entitled to any direct damages it can prove under the law. Such damages may include but are not limited to; the amount of the difference in sleeping room rates at a new facility if that rate is higher than the amount contracted herein; the amount of the difference in catering costs for a comparable menu at a new facility if that catering cost is higher than those offered by the Hotel; the cost of any additional security required in a new facility because of a difference in available meeting and exhibit space; the cost of any additional equipment such as lighting or sound equipment required to create a comparable setting in the meeting and function space of a new facility as was to be provided by Hotel; all costs associated with advertising the new location including costs of e-mail blasts, re-printing of brochures and other printed material that mentions the location of the event, and paid advertising placed to announce and inform attendees of the change. In addition, Hotel shall assist the American Guild of English Handbell Ringers in identifying and securing a comparable alternative for the event.

Indemnification

Initials: _____ Date: _____

To the extent permitted by law, you agree to protect, indemnify, defend and hold harmless the **Hilton Tucson El Conquistador Golf & Tennis Resort**, Hilton Hotels Corporation, and the Owner, and their respective employees and agents against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out of or connected with your function, except that nothing in this indemnification shall require you to indemnify the Hotel for that portion of any claim that is finally determined to arise out of the negligence or willful misconduct of the Hotel.

In the event of a dispute over a party's obligations under this indemnification clause, the parties agree to resolve the dispute by mutual agreement of appointed representatives, or by arbitration pursuant to the arbitration clause contained in this Agreement if such dispute cannot be resolved by mutual agreement.

Insurance

You agree to obtain and keep in force, during the term of your occupancy and use of our premises for your event, policies of General Liability insurance, specifically referring to and including the Contractual Liability referred to in the indemnification paragraph above, Premises-Operations, Broad Form Property Damage, and Personal and Injury Liability with limits not less than \$1,000,000.00 per occurrence, and, if applicable, Worker's Compensation insurance to statutory limits, Employer's Liability insurance with limits not less than \$500,000.00 per occurrence, and Automobile Liability insurance covering all owned, non-owned and hired vehicles with limits not less than \$1,000,000.00 per occurrence. You agree to include Hotel, Hilton Hotels Corporation and Hotel Owner in the General and Auto Liability policies as an additional insured thereunder. Your insurance will be considered primary of any similar insurance carried by us. You agree to deliver to us at least seven (7) days prior to your event copies of certificates of insurance for each policy required by us. All policies of insurance will be with insurance companies rated by A. M. Best Company as an A-VII or better or otherwise acceptable to the hotel.

If you use an outside vendor, contractor or service provider to deliver, set up and/or take down booths, exhibits, staging, equipment or for any other purpose, the vendor, contractor or service provider must maintain the same types and amounts of insurance as we require of you. Also, their insurance is primary to any similar insurance carried by us. The Hotel, Hilton and Hotel Owner must be named as an additional insureds on the vendor's, contractor's or service provider's insurance. The vendor, contractor, or service provider must provide us certificates of insurance seven (7) days prior to the performance of their contract with you.

Arbitration/Dispute Resolution

The parties agree that subject to the exclusion of intellectual property matters as set forth below, any dispute in any way arising out of or relating to this contract will be resolved by arbitration before JAMS or American Arbitration Association in the state and city in which the hotel is located, or the closest available location; provided, however, a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, false advertising, false representation, unfair competition and/or infringement of intellectual property rights shall not be subject to this provision. The parties further agree that in any arbitration proceeding they may conduct reasonable discovery pursuant to the arbitration rules, that the law of the state in which the hotel is located will be the governing law, and any arbitration award will be enforceable in state or federal court.

Attorney's Fees/Costs

The parties agree that in the event that any dispute arises in any way relating to or arising out of this contract, the prevailing party in any arbitration or court proceeding will be entitled to recover an award of its reasonable attorney's and expert witness fees, costs and pre and post judgment interest.

Americans With Disabilities Act and Auxiliary Aids

The Hotel represents that the Hotel facilities being rented or reserved by you including guest rooms, common areas and transportation services are and will be in substantial compliance with applicable public accommodation obligations under the Americans with Disabilities Act. You agree that one week in advance of your event you will furnish to us a list of any auxiliary aids needed by your attendees in meeting or function space. You agree that you will be responsible for the procurement and payment of all charges for any and all auxiliary aids. We will, upon your request, furnish you with the names of businesses you can contact to obtain these aids. You also agree to be responsible for compliance with the ADA in the set up and conduct of meetings for your event.

Initials: _____ Date: _____

Compliance with Laws

Group agrees to comply with all applicable federal, state and local laws, including health and safety codes and federal anti-terrorism laws and regulations. Group agrees to cooperate with Hotel and any relevant governmental authority to ensure compliance with such laws. Group represents, warrants and agrees that it is currently, and at the time of the event which is the subject of this contract will be, in compliance with all applicable local, state, federal regulations or laws, including but not limited to, all provisions of the Patriot Act and regulations or requests of the U.S. Department of Homeland Security and the Office of Foreign Assets Control in the U.S. Department of the Treasury.

Renovation/Remodeling

As of the date of the signing of this contract, **Hilton Tucson El Conquistador Golf & Tennis Resort** has no plans for renovation or remodeling of any facilities which will be utilized by **American Guild of English Handbell Ringers** pursuant to this contract, other than ordinary maintenance. In the event that after this contract is signed, **Hilton Tucson El Conquistador Golf & Tennis Resort** confirms any plans to remodel or renovate its facilities, **Hilton Tucson El Conquistador Golf & Tennis Resort** agrees to inform your group in writing within a reasonable amount of time of the following:

- a. Planned scope of project;
- b. Schedule for commencement and completion;
- c. Anticipated impact project will have on areas to be utilized by your group;
- d. **Hilton Tucson El Conquistador Golf & Tennis Resort's** plan for minimizing impact of project on group.

Hilton Tucson El Conquistador Golf & Tennis Resort's plan to renovate or remodel will not constitute grounds for termination of this agreement unless mutually agreed upon by both parties. The parties agree to negotiate in good faith to resolve any concerns raised as a result of renovations or remodeling and to enter into such amendments of this agreement as may be necessary to reasonably accommodate both parties' interests.

Promotional Considerations

Hilton Tucson El Conquistador Golf & Tennis Resort has the right to review and approve any advertisements or promotional materials in connection with American Guild of English Handbell Ringers's function which specifically reference a name or logo owned by a subsidiary of Hilton, including, but not limited to: Hilton, Hampton Inn, Hampton Inn & Suites, Doubletree, Conrad, Homewood Suites by Hilton, Embassy Suites Hotels, Waldorf~Astoria, Waldorf~Astoria Collection, Scandic or Coral by Hilton.

Security

If required, in our sole judgment, in order to maintain adequate security measures in light of the size and/or nature of your function, you will provide, at your expense, security personnel supplied by a reputable licensed guard or security agency doing business in the city or county in which we are located, which agency will be subject to our prior approval. Such security personnel may not carry weapons.

Successors and Assigns

The commitments made by **American Guild of English Handbell Ringers** will be binding on its successors and assigns. In the event that **American Guild of English Handbell Ringers** assigns, sells, conveys, pledges or otherwise disposes of all or substantially all of its assets (collectively referred to as "assignment"), by operation of law or otherwise, this agreement and the obligations herein must also be assigned to and assumed by the successor organization, subject to approval by Hilton. In the event such an assignment is contemplated, **American Guild of English Handbell Ringers** agrees to notify Hilton at least thirty days in advance of the planned close of the assignment transaction of the entities involved. Hilton will thereafter have 20 days in which to notify **American Guild of English Handbell Ringers** if assignment is approved.

Effective Date of Communications/ Signatures sent by Facsimile

The parties agree that for purposes of this contract and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by facsimile transmission will be considered as enforceable and valid as original signature by the party signing. The effective date of communications between the parties will be determined as follows:

Initials: _____ Date: _____

1. Communications sent via U.S. Mail or private mail delivery service (i.e. Fed Ex) will be effective as of the date sent;
2. Communications sent via facsimile will be considered effective as of the date and time on the facsimile confirmation sheet retained by the sender.

This contract, with exhibits attached hereto (if any), upon signature by both parties below constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by **Hilton Tucson El Conquistador Golf & Tennis Resort** and **American Guild of English Handbell Ringers**.

The undersigned expressly agree and warrant that they are authorized to sign and enter into this contract on behalf of the party for which they sign.

ACCEPTED AND AGREED TO:

American Guild of English Handbell Ringers

HOTEL:
Ashford Hospitality Trust
d/b/a Hilton Tucson El Conquistador Golf & Tennis Resort

By: _____
 Ms. Jenny Cauhorn, Executive Director

By: _____
 Rees Hinton, Senior Sales Manager

Dated: _____

Dated: _____

By _____
 Officer

By _____
 Director of Sales

Dated: _____

Dated: _____