HYATT GROUP SALES AGREEMENT

Date Prepared:	April 1, 2020
Group Contact:	Bob Ruble
Title:	NFPA Conference Chair
Organization:	National Foster Parent Association
Address:	14508 Owen-Tech Blvd. 129
	Austin, TX 78728
Telephone:	714-240-8715
E-mail Address:	bob@nfpaonline.org
Function Name:	2021 Annual Conference
Official Event Dates:	06/21/2021 Monday- 06/28/2021 Monday
Hyatt Sales Manager:	Patty Deleon
Title:	Sr. Sales Manager
Telephone:	703-925-8231
E-mail Address:	patty_deleon@hyatt.com

NATIONAL FOSTER PARENT ASSOCIATION ("Group") and HYATT REGENCY RESTON ("Hotel") agree as follows:

The Hotel agrees to hold the space listed in this agreement on a tentative basis until 4/13/2020. If this Agreement is not fully executed by Group and Hotel by 4/13/2020 the Hotel will release the space. If an alternate request is received, the Hotel will notify Group in writing and Group will have forty-eight (48) hours from Hotel notification to return this executed Agreement.

GUEST ROOM BLOCK

Date	Day	Standard Guestrooms	Staff Rooms	One-Bedroom Suite Upgrades	Daily Contracted Guest Rooms
6/21/2021	Monday	7	10	3	20
6/22/2021	Tuesday	7	10	3	20
6/23/2021	Wednesday	62	10	3	75
6/24/2021	Thursday	187	10	3	200
6/25/2021	Friday	187	10	3	200
6/26/2021	Saturday	152	10	3	165
6/27/2021	Sunday	10	10	0	20

Total Room Nights: 700

GUEST ROOM RATES

The Hotel confirms the following guest room rates:

Single Occupancy:	$144.00
Double Occupancy:	$144.00
Triple Occupancy*:	$169.00
Quadruple Occupancy*:	$194.00
Staff:	$99.00
Two (2) Suites:	$144.00
One (1) Suite:	Complimentary

* Children under the age of 17 will not be charged for additional occupancy.

GENERAL RATE INFORMATION

The rates provided for Group over the dates specified have been negotiated based on the needs and Room Block of Group as well as the meeting space required and the anticipated food and beverage revenue as shown in the attached agenda, which is part of this Agreement. All rates shown are subject to the appropriate state, local, and any occupancy taxes in effect at the time of Group's meeting. These taxes are currently 12% per room night occupied.

COMMISSIONABLE

The guest room rates for the Group quoted by the Hotel shall be commissionable to booker ("ConferenceDirect"). Commission shall be paid by hotel at the rate of ten (10%) percent of the guest room rate (excluding rebates or specific expenses paid out of the room rate). The commissionable rate is **$144.00** for all rooms actually occupied and identified (including qualified miscoded rooms) as part of the group. ConferenceDirect is the agent of the group and not of the Hotel. In the event that a dispute arises over Payment to ConferenceDirect, the Hotel will be liable to pay ConferenceDirect its commission on actualized rooms including qualified miscoded rooms. Hotel will not be liable to pay any different or new agent of the group**.**

Rooms found outside the block will be credited to Group's final pick up, at the rate actually paid, for purposes of performance clause and complimentary concessions based on final pick up. Hotel will pay commission on rooms found outside the block, provided that the rate on these rooms are equal to or higher than the group rate and these rooms are not already commissionable or have a transaction fee connected to the reservation.

The Hotel agrees that the Group could not have negotiated more favorable terms had they negotiated directly with the Hotel as opposed to using ConferenceDirect.

Commissions shall be paid to ConferenceDirect by Hotel, no later than thirty (30) days after Group's departure provided the room and tax is paid by the Group's attendees upon departure.

Commission payment should be sent to the following address:
ConferenceDirect
Attn: Accounts Receivable
P.O. Box 69777
Los Angeles, CA 90069
Federal Tax ID# 95-4703518 or IATA# 05759946

GUEST ROOM MINIMUM

Hotel is relying on, and Group agrees to provide, a minimum of **75%** of guest room nights totaling **525** guest room nights. Should the Group fall below this amount, the Group will be responsible for the difference between the minimum guest room nights and actualized guest room nights multiplied by the single convention guest room rate multiplied by 80% (guest room minimum minus guest rooms actualized multiplied by single convention room rate multiplied by 80%, plus any applicable taxes if required by law.

Should the group be in attrition following the event, for the purposes of calculating the cumulative pick-up, for any days the hotel does not achieve 100% occupancy during the official event dates, the Group will be responsible for the shortage of guest rooms as compared to the attrition percentage, or the number of guest rooms left available for sale that night, whichever is the lesser.

The Hotel and Group intend to mitigate the damages in the event that the Group fails to meet the Guest Room Minimum set forth in this section. Therefore, Group and Hotel agree (a) that the above formula is a reasonable estimate of the Hotel's damage in the event that such a minimum is not met and (b) that the mitigated damages set forth in this section do not constitute a penalty (c) hotel will credit resold rooms toward attrition damages.

PRE PLANNING MEETING

Hotel will offer up to twenty (20) rooms for pre-planning visit, checking in on October 16, 2020 and checking out on October 18, 2020. These rooms would be at group rate of $144. Hotel will provide The Living Room complimentary for a pre-planning meeting on Saturday October 17, 2020 - Sunday October 18, 2020. All food and beverage must be ordered through the Hotel which will be discounted at 10% off the prevailing menu pricing.

COMPLIMENTARY ROOMS

The Hotel agrees to provide the Group with one (1) complimentary unit for every forty (40) revenue producing guest rooms occupied by the Group on a cumulative basis. This shall be computed by adding together the total paid room usage per night of consecutive night stays over the official event dates and dividing by the negotiated number. These credits for rooms may be applied as follows:

Room Type	Units Applied
ROH (Run of House)	1 Unit per day

Complimentary units may not be used as master bill credit. They must be applied and used prior or during the Official Event Dates. Complimentary units not used have no value.

CUT-OFF DATE

All the rooms provided for in Group's room block will be reserved on a definite basis for Group upon signing of this Agreement. In order to assign specific room types to Group's attendees Hotel asks that all room requests be received **5/31/2021** (21) days prior to Group major arrival day of June 23, 2021. Up to Cutoff Date, The Group will determine if Group would like to continue to hold any rooms in Group's block not assigned to a specific attendee for Group if Group pays for them in full at that time.. Advance payments will be refunded by the Hotel after Groups convention dates if rooms Group paid for in advance were later paid for by Groups attendees.

If you prefer, after consultation with you, the Hotel 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 at the group rate based on availability until the room block has been sold. Once the room block has been sold hotel will offer rooms based on availability at prevailing rates.

FUNCTION SPACE COMMITMENT

The Hotel is currently holding function space based on the below Program of Events. This is considered to be a firm commitment by the Group and any increase or decrease to that commitment may result in a modification of room rental by the Hotel. All function and meeting space is assigned by the Hotel according to the number of persons guaranteed to attend the Group's function. The Hotel reserves the right with written consent of Group to reassign the space listed on the Program of Events to accommodate both the Group and all other groups using the Hotel's facilities during the Group's meeting. A failure to submit a finalized Program of Events to the Hotel by 5/25/2021 may result in a release by the Hotel of the space being held for the Group and/or a reassignment to space more suitable for the finalized Program of Events once submitted. The Group agrees to promptly notify the Hotel of any changes in its function space requirements.

Meeting room rental for this program is complimentary. (All fees for meeting and function space are subject to applicable taxes.)

PROGRAM OF EVENTS

Event Name	Event Type	Event Time	Attendance	Setup	Room
Event Date: Monday, 21-Jun-2021					
OFFICE	MEETING	06:00 AM - 11:59 PM	4	EXISTING	ROBERT E. SIMON
Event Date: Tuesday, 22-Jun-2021					
OFFICE	MEETING	06:00 AM - 11:59 PM	4	EXISTING	ROBERT E. SIMON
BOARD MEETING	MEETING	08:00 AM - 05:00 PM	25	U SHAPE	THE LIVING ROOM
Event Date: Wednesday, 23-Jun-2021					
OFFICE	MEETING	06:00 AM - 11:59 PM	4	EXISTING	ROBERT E. SIMON
BOARD MEETING	MEETING	08:00 AM - 05:00 PM	25	U SHAPE	THE LIVING ROOM
Event Date: Thursday, 24-Jun-2021					
OFFICE	MEETING	06:00 AM - 11:59 PM	4	EXISTING	ROBERT E. SIMON
BREAKOUT 5	BREAK OUT	06:00 AM - 06:00 PM	90	THEATER	LAKE THOREAU
BREAKOUT 6	BREAK OUT	06:00 AM - 06:00 PM	125	THEATER	LAKE ANNE
BREAKOUT 7	BREAK OUT	06:00 AM - 06:00 PM	90	THEATER	LAKE AUDUBON
BREAKOUT 4	BREAK OUT	06:00 AM - 06:00 PM	125	THEATER	RESTON ABC
OFFICE/STORAGE/POP-UP	STORAGE	06:00 AM - 11:59 PM	5	CONFERENCE	TOWN CENTER A
POP-UP MEETINGS	MEETING	06:00 AM - 11:59 PM	5	CONFERENCE	TOWN CENTER B
EXHIBITS/REGISTRATION	SETUP	01:00 PM - 11:59 PM	20	TABLETOP EXHIBITS	GRAND BALLROOM FOYER
BREAKOUT 1	BREAK OUT	03:00 PM - 06:00 PM	140	THEATER	GRAND BALLROOM E
BREAKOUT 2	BREAK OUT	03:00 PM - 06:00 PM	130	THEATER	GRAND BALLROOM F
BREAKOUT 3	BREAK OUT	03:00 PM - 06:00 PM	130	THEATER	GRAND BALLROOM G
CORRIDOR 2 ACCESS	SETUP	03:00 PM - 11:59 PM	0	NO SETUP	CORRIDOR 2
GENERAL SESSION	GENERAL SESSION	03:00 PM - 11:59 PM	600	BANQT RNDS 12	GRAND BALLROOM A-D
Event Date: Friday, 25-Jun-2021					
OFFICE	MEETING	06:00 AM - 11:59 PM	4	EXISTING	ROBERT E. SIMON
BREAKOUT 1	BREAK OUT	06:00 AM - 06:00 PM	140	THEATER	GRAND BALLROOM E
BREAKOUT 2	BREAK OUT	06:00 AM - 06:00 PM	130	THEATER	GRAND BALLROOM F
BREAKOUT 3	BREAK OUT	06:00 AM - 06:00 PM	130	THEATER	GRAND BALLROOM G
BREAKOUT 5	BREAK OUT	06:00 AM - 06:00 PM	90	THEATER	LAKE THOREAU
GENERAL SESSION	GENERAL SESSION	06:00 AM - 06:00 PM	600	BANQT RNDS 12	GRAND BALLROOM A-D
CORRIDOR 2 ACCESS	SETUP	06:00 AM - 11:59 PM	0	NO SETUP	CORRIDOR 2
EXHIBITS/REGISTRATION	EXHIBIT	06:00 AM - 11:59 PM	20	TABLETOP EXHIBITS	GRAND BALLROOM FOYER
BREAKOUT 6	BREAK OUT	06:00 AM - 06:00 PM	125	THEATER	LAKE ANNE
BREAKOUT 7	BREAK OUT	06:00 AM - 06:00 PM	90	THEATER	LAKE AUDUBON
BREAKOUT 4	BREAK OUT	06:00 AM - 06:00 PM	125	THEATER	RESTON ABC
OFFICE/STORAGE/POP-UP	STORAGE	06:00 AM - 11:59 PM	5	CONFERENCE	TOWN CENTER A
POP-UP MEETINGS	MEETING	06:00 AM - 11:59 PM	5	CONFERENCE	TOWN CENTER B
Event Date: Saturday, 26-Jun-2021					

OFFICE	MEETING	06:00 AM - 11:59 PM	4	EXISTING	ROBERT E. SIMON
GENERAL SESSION	GENERAL SESSION	06:00 AM - 06:00 PM	600	BANQT RNDS 12	GRAND BALLROOM A-D
BREAKOUT 1	BREAK OUT	06:00 AM - 06:00 PM	140	THEATER	GRAND BALLROOM E
BREAKOUT 2	BREAK OUT	06:00 AM - 06:00 PM	130	THEATER	GRAND BALLROOM F
BREAKOUT 3	BREAK OUT	06:00 AM - 06:00 PM	130	THEATER	GRAND BALLROOM G
BREAKOUT 6	BREAK OUT	06:00 AM - 06:00 PM	125	THEATER	LAKE ANNE
BREAKOUT 5	BREAK OUT	06:00 AM - 06:00 PM	90	THEATER	LAKE THOREAU
CORRIDOR 2 ACCESS	SETUP	06:00 AM - 11:59 PM	0	NO SETUP	CORRIDOR 2
EXHIBITS/REGISTRATION	EXHIBIT	06:00 AM - 11:59 PM	20	TABLETOP EXHIBITS	GRAND BALLROOM FOYER
BREAKOUT 7	BREAK OUT	06:00 AM - 06:00 PM	90	THEATER	LAKE AUDUBON
BREAKOUT 4	BREAK OUT	06:00 AM - 06:00 PM	125	THEATER	RESTON ABC
OFFICE/STORAGE/POP-UP	STORAGE	06:00 AM - 06:00 PM	5	CONFERENCE	TOWN CENTER A
POP-UP MEETINGS	MEETING	06:00 AM - 10:00 PM	5	CONFERENCE	TOWN CENTER B
Event Date: Sunday, 27-Jun-2021					
GENERAL SESSION	GENERAL SESSION	06:00 AM - 12:00 PM	600	BANQT RNDS 12	GRAND BALLROOM A-D
REGISTRATION	EXHIBIT	06:00 AM - 12:00 PM	20	TABLETOP EXHIBITS	GRAND BALLROOM D FOYER
BUFFER SPACE	SETUP	06:00 AM - 12:00 PM	0	NO SETUP	CORRIDOR 2
OFFICE	MEETING	06:00 AM - 06:00 PM	4	EXISTING	ROBERT E. SIMON

FOOD AND BEVERAGE MINIMUMS

Group agrees to provide a minimum of **$20,000.00** in banquet food and beverage revenue (excluding tax and service charge). Should the Group's banquet food and beverage revenue fall below this amount, the Group will be responsible for the difference between the minimum banquet food and beverage revenue and the actualized food and beverage revenue multiplied by 40% (minimum food and beverage revenue minus actualized food and beverage revenue multiplied by 40%) plus any applicable taxes if required by law. This amount will be placed on the Group's Master Account.

The Hotel and Group intend to liquidate damages in the event the Group fails to meet the food and beverage minimum set forth in this section. Therefore, the Hotel and Group agree (a) that the above formula is a reasonable estimate of the Hotel's damage in the event the minimum set forth in this section is not met and (b) that the liquidated damages set forth in this section do not constitute a penalty.

All banquet food and beverage arrangements must be made through the Hotel. Only food and beverage purchased from Hyatt may be served on Hotel property. The Hotel reserves the right to cease service of alcoholic beverages in the event that persons under the state mandated age limit are present at the function and attempt to receive service of alcoholic beverages. Hotel further reserves the right to deny alcoholic beverage service to any guest that appears to be intoxicated.

SERVICE CHARGE - FOOD AND BEVERAGE

A service charge and applicable taxes that are in effect at the time of the Event shall be added to all food and beverage charges. The current service charge is 25%. Service charges may be subject to sales or other taxes in effect at the time of the Event. Group and its attendees may provide an additional tip to Hotel's staff. All service charges will be posted to Group's Master Account.

SPECIAL CONSIDERATIONS

In the event that Group actualizes a minimum of eighty percent (80%) of its Contracted Guest Room Revenue Commitment, Hotel, as a special consideration to Group, will provide:

- Two (2) Upgrades to a One-Bedroom Conference Suite at group rate arriving Monday June 21, 2021 and departing Sunday June 27, 2021

- One (1) One-Bedroom Conference Suite complimentary arriving Monday June 21, 2021 and departing Sunday June 27, 2021
- Ten (10) standard guestrooms for Staff at a discounted rate of $99.00/night arriving Monday June 21, 2021 and departing Monday June 28, 2021
- 10% Discount on 2020 Standard banquet menus, excluding alcohol
- 15% Discount on Audio Visual Equipment and meeting space internet, provided that PSAV is sole provider of audio visual services
- Group rate available 3 days pre/post event based on hotel availability.
- Two (2) Gift Certificates for a two night weekend stay to be raffled off during the event
- 25% Discount on 2021 standard self-parking rates over event dates, current standard rate is $16/overnight
- Five (5) Daily complimentary parking passes over event days
- Five (5) complimentary Welcome Amenities, chef's choice
- Double World of Hyatt points, up to 100,000 maximum

If Group fails to meet the minimum of seventy-five percent (75 %) of its Total Guest Room Revenue Commitment, all concessions are subject to re-negotiation.

Special considerations must be assigned as outlined, otherwise they have no value and if not utilized, have no monetary value and cannot be applied as credit to master account.

WORLD OF HYATT BONUS POINTS

The hotel will award World of Hyatt points as follows: Earn one (1) Bonus Point for each U.S. dollar or U.S. dollar equivalent actualized for Eligible Event Charges once the Sales or Banqueting/Catering Contract for the applicable Qualifying Event has been paid in full. Up to a maximum of 50,000 bonus points per event.

The group acknowledges that World of Hyatt Points will be awarded to:
Name: _____ World of Hyatt #**:**_____

CREDIT ARRANGEMENTS

Credit procedures will be provided to Group by Hotel upon the request of a credit application.

If Group wishes to set up direct billing for the Master Account, a credit application must be completed and returned to Hotel for approval no later than 5/15/2021. In the event credit is approved: (i) all undisputed amounts shall be due and /payable to Hotel no later than thirty (30) days after Group's receipt of the Master Account invoice; and (ii) Hotel reserves the right to rescind its approval if there is a material change in Group's creditworthiness. (iii) invoice disputes and/or billing errors must be communicated to Hotel within thirty (30) days of receipt of invoice.

In the event that credit is not requested, is not approved, or is partially approved, payment of Group's total estimated Master Account will be due to Hotel 10 days prior to Group's arrival. Failure to remit payment when due will result in cancellation of all arrangements outlined in this Agreement and the Group shall be liable for amounts described in the cancellation option provision of this Agreement.

REPORTS OF CONVENTION

Hotel agrees to provide Group a full report of convention which will include: Rooms actualized and reservations pace report starting at 90 days prior to cut-off date, suite usage and double occupancy usage. Food and beverage revenue recap by group and affiliate functions. This report will be provided to Group within 30 days of departure. Failure by hotel to provide this information within 30 days will delay master bill payment.

CANCELLATION OPTION

Either Hotel or Group may cancel this Agreement without cause upon written notice to the other party at any time prior to the Event and upon payment of liquidated damages in an amount according to the following scale (the "Cancellation Fee"), plus applicable taxes. For the purposes of this Section, "Guest Room Revenue" means the Total Contracted Room Nights set forth in the Section titled "Guest Room Block" multiplied by the Single Occupancy Guest Room Rate set forth in the Section titled "Guest Room Rates"

Agreement signing through 6/14/2020	$35,672.00 (30% of Guest Room Revenue, 25% of Food & Beverage Minimum)
From 6/15/2020 through 12/14/2020	$57,120.00 (50% of Guest Room Revenue, 30% of Food & Beverage Minimum)
From 12/15/2020 through the first day of the Event	$89,792.00 (80% of the Guest Room Revenue, 40% of Food & Beverage Minimum)

Total anticipated revenue to Hotel under this Agreement:

Total Contracted Room Nights Revenue	$102,240.00
Food and Beverage Revenue	$20,000.00

Payment of the Cancellation Fee shall be made by the canceling party to the non-canceling party at the time this Agreement is canceled by written notice.

Hotel and Group agree that: (a) the above formula is a reasonable estimate of Hotel's damages in the event of cancellation without cause; and (b) the Cancellation Fee does not constitute a penalty.

RESERVATIONS PROCEDURES OPTIONS

Hotel recommends using a web-based reservations system to make room reservations. Reservations may be made, modified or cancelled by attendees via a URL provided by Hotel and published by Group to potential attendees (user names or passwords provided Group to access the web-based reservations system are confidential and their misuse is Group's responsibility) and the host of such URL's privacy policy shall apply. Reservations for rooms accessible to guests with disabilities may be made in the same manner. Reservations must be made on or before the Cut-Off Date specified below

All reservations must be made on or before the Cut-Off Date.

- Name changes may be made to room reservations prior to arrival at no charge, if there is no change to the arrival and departure dates
- If names are found on the Group's registration list and on the Hotel's in-house list that are not coded to the group, they shall be credited to the Group hotel pickup (regardless of room rate). This credit may increase the Group pickup as well as possibly increasing the complimentary credits earned.

RIGHTS OF TERMINATION FOR CAUSE

This Agreement may be terminated by either party without liability upon written notice under the following circumstances:

(i) if a party's performance under this Agreement is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other emergency of a comparable nature beyond the party's control that in each case make it impossible to perform its obligations under this Agreement. In such event, the terminating party shall give written notice of termination to the other party within five (5) days of such occurrence; or

(ii) if either party makes a voluntary or involuntary assignment for the benefit of creditors or enters into bankruptcy proceedings prior to the date of the Event. In such event, the party who is not making an assignment or entering into bankruptcy proceedings shall have the right to terminate this Agreement upon written notice to the other party; or

(iii) if at the time of the Event, the hotel will no longer be operated under a Hyatt brand. In such event, Hotel shall notify Group in writing of such change, and Group shall have the right to terminate this Agreement without liability upon written notice to Hotel within thirty (30) days of the date of Hotel's notice of change of brand.

In the event of termination by either party under this Section, Hotel shall refund all deposits and/or prepayments made by Group within thirty (30) days of receipt of the notice of termination.

Except as otherwise specifically provided in this Agreement, neither party shall have the right to terminate this Agreement for any other cause.

RELOCATION OF GUESTS

If Hotel is unable to provide a room to a Group attendee holding an accepted and/or confirmed reservation, Hotel will, at its own expense, provide comparable accommodations and transportation to and from the substitute hotel for each day during which Hotel cannot provide a room. Additionally, Hotel will provide two (2) complimentary five (5) minute phone calls. Hotel will provide a note of apology, and every attempt will be made to place the guest in an upgraded accommodation. Displaced guest will be credited toward Group's final pick up and complimentary units and commissionable to ConferenceDirect. Hotel will make every reasonable effort to provide prior notification to Group Meeting Planner in the event the Hotel is required to relocate group attendee.

INDEMNIFICATION AND HOLD HARMLESS

Hotel agrees to defend, indemnify and hold harmless Group from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees, arising out of or resulting from any act undertaken or committed by Hotel pursuant to the performance of its obligations under this Agreement. Hotel also agrees to defend, indemnify and hold harmless Group from any liability resulting from any claim, action or cause of action, which may be asserted by third parties arising out of Hotel's performance pursuant to this Agreement, except for those actions or liabilities which are due to the misconduct or negligence of the Group.

Group agrees to defend, indemnify, and hold harmless Hotel from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees, arising out of or resulting from any act undertaken or committed by Group or any contractors hired or engaged by the Group in connection with the performance of Group's obligations under this Agreement. Group also agrees to defend, indemnify, and hold harmless Hotel from any liability resulting from any claim, action or cause of action, which may be asserted by third parties arising out of the performance of Group's obligations pursuant to this Agreement, except those actions which are due to the misconduct or negligence of Hotel.

INSURANCE

Group and Hotel are required to insure their obligations set forth in the section entitled "Indemnification and Hold Harmless" above, and to provide evidence of such insurance upon request. For any activity introduced onto the premises by an outside contractor hired by Group, Group will be fully responsible for the actions of such outside contractor. Upon request, Group will provide a certificate of insurance covering the actions of such outside contractor, naming the Hotel and Hyatt Corporation as additional insurers with regard to the activities of such outside contractor.

AMERICANS WITH DISABILITIES ACT

Compliance by the Hotel - The Hotel shall be responsible for complying with the public accommodations requirements of the Americans with Disabilities Act ("ADA") not otherwise allocated to the Group in this agreement, including: (i) the "readily achievable" removal of physical barriers to access to the meeting rooms, sleeping rooms, and common areas (e.g., restaurants, rest rooms, and public telephones); (ii) the provision of auxiliary aids and services where necessary to ensure that no disabled individual is treated differently by the Hotel than other individuals; and (iii) the modification of the Hotel's policies, practices, and procedures applicable to all guests and/or groups as necessary to provide goods and services to disabled individuals (e.g., emergency procedures and policy of holding accessible rooms for hearing and mobility impaired open for disabled individuals until all remaining rooms are occupied). Any extraordinary costs for special auxiliary aids requested by the Group shall be borne by the Group provided the Hotel notifies the Group of such cost in writing.

Compliance by the Group - The Group shall be responsible for complying with the following public accommodations requirements of ADA: (i) the "readily achievable" removal of physical barriers within the meeting rooms utilized by the Group which the Group would otherwise create (e.g., set-up of exhibits in an accessible manner) and not controlled or mandated by the Hotel; (ii) the provision of auxiliary aids and services where necessary to ensure effective communication of the Group's program of disabled participants (e.g., Braille or enlarged print handouts, interpreter or simultaneous videotext display); and (iii) the modification of the Group's

policies, practices and procedures applicable to participants as required to enable disabled individuals to participate equally in the program. Hotel will identify to Group, prior to acceptance of this contract, any ADA deficiencies that are "grandfathered" and that Hotel is not required to correct.

Mutual Cooperation in Identifying Special Needs - The Group shall identify in advance any special needs of disabled registrants, faculty and guests requiring accommodation by the Hotel and will notify the Hotel of such needs for accommodation in writing as soon as they are identified to the Group. Whenever possible, the Group shall copy the Hotel on correspondence with attendees who indicate special needs as covered by ADA. The Hotel shall notify the Group of requests for accommodation which it may receive otherwise than through the Group to facilitate identification by the Group of its own accommodation obligations or needs as required by ADA.

COMPLIANCE WITH LAWS

Each party hereby represents and warrants that it shall comply with all laws, rules, orders and regulations applicable to the operation of its respective business and performance under this Agreement.

CHANGES; NOTICE

Any changes to these terms must be made in writing and signed by both parties to be effective. Any modifications, additions or corrective lining out made on this Agreement will not be binding unless such modifications have been signed or initialed by both parties. Any notice hereunder shall be given to the individuals listed on the first page of this Agreement at the addresses set forth herein. Notice must be given through certified or registered mail, return receipt requested, overnight delivery, with a signature signifying receipt, or by facsimile in order to be effective under this agreement and shall be deemed delivered upon receipt.

DAMAGES

Neither party shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, even if such party has knowledge of the possibility of such damages.

DAMAGE TO HOTEL PREMISES

Group shall be responsible for all damage to hotel premises caused by Group or its agents or contractors. Upon completion of the Event, Group will leave the premises in the same condition as received, minus reasonable wear and tear. Hotel must provide written notice to Group within 24 hours of departure of any damage caused by Group.

PERMITS AND LICENSES

Group shall, at its sole cost and expense, obtain all licenses and permits that are: (i) required for Group's Event; or (ii) required and/or necessary for Group to perform its obligations under this Agreement. Such licenses or permits include, but are not limited to licenses and permits: (1) from any federal, state or local governing body; or (2) for the use of a third party's intellectual property, including but not limited to any music, videos, performances, and/or images.

ARBITRATION

The parties agree that any and all claims, controversies or disputes between the parties which arise out of or relate in any way to this Agreement or a breach hereof and which the parties are unable to resolve informally shall be submitted to binding arbitration in Reston, to be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, or such other dispute resolution provider as otherwise agreed to by the parties. The parties expressly agree that this arbitration shall be final and binding on the parties and judgment may be entered upon the award and may be enforced by appropriate judicial action in any state or federal court having jurisdiction thereof. In this connection, the parties hereby submit themselves to the jurisdiction of the State of Virginia located in Reston. The parties agree that the arbitrator shall adhere faithfully to the laws of the State of Virginia and that the arbitrator shall award to the prevailing party in arbitration the reasonable attorney's fees and costs expended in connection with any arbitration conducted under this provision.

WAIVER

If one party agrees to waive its right to enforce any term of this Agreement, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Agreement.

BINDING AGREEMENT

This Agreement, along with the attachments called The Program of Events and the Hotel's Information Sheet, which are incorporated herein by reference, are all of the terms agreed to by the parties. Any changes to these terms must be made in writing and signed by both parties to be effective. All prior agreements, verbal or written, are no longer effective once this Agreement is signed by the parties.

ENFORCEABILITY

If any provision of the Agreement is unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

RENOVATION/REMODELING

As of the date of the signing of this contract, Hotel has no plans for renovation or remodeling of any facilities, which will be utilized by group pursuant to this contract, other than ordinary maintenance. In the event that after this contract is signed, Hotel confirms any plans to remodel or renovate its facilities, Hotel agrees to inform your group in writing within (20) twenty days of such renovation or remodeling plans of the following:

1. Planned scope of project;
2. Schedule for commencement and completion;
3. Anticipated impact project will have on areas to be utilized by your group;
4. Hotel's plan for minimizing impact of project on Group.

Hotel promises that any such construction or remodeling will not materially interfere with Group's use of the Hotel. 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. However, if construction or remodeling is mutually determined to materially interfere with Group's meeting, Group will be considered to have cause to terminate this Contract without liability with written notice to Hotel as long as such notice is given 30 days of Group's receipt of Hotel's construction or remodeling plans. If the parties cannot agree upon whether the construction or remodeling will materially interfere with Group's meeting, they will submit their dispute to arbitration for binding resolution before the dates of Group's meeting.

PRIVACY OF PERSONAL INFORMATION

Hotel complies with the Global Privacy Policy, which is available at http://privacy.hyatt.com (the "Privacy Policy"). If applicable, Group agrees to inform guests or event attendees at Hotel ("Guests") where they may access the Privacy Policy. To the extent that Group transfers information related to any person to Hotel, Group confirms and warrants that it will do so in a manner ensuring appropriate security measures and in compliance with all applicable requirements of data protection and privacy laws and regulations. Group affirms that it (and its Agent, if applicable) is authorized to provide, request, and receive information pertaining to Guests and event attendees as is necessary pursuant to the Guests' hotel stay, event attendance or under this Agreement. Hotel will protect and use personal data about Guests and event attendees that Hotel receives in connection with its performance of this Agreement and as set forth in the Privacy Policy, provided that Group acknowledges and agrees that certain services (e.g. Passkey) may be provided by a third party and that use of such services may be subject to terms and conditions (including those regarding the access and use of Guest information) different than those in this Agreement.

ENFORCEABILITY

If any provision of the Agreement is unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

COUNTERPARTS/ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts with an original signature or with a Hotel-approved electronic signature, each of which shall be deemed an original and all of which shall constitute the same instrument. Further, if a signed Agreement is provided to the hotel as a photocopy, fax, PDF or other format through a Hotel-approved electronic software system, then such Agreement shall be treated and shall have the same binding effect as an original and shall be acceptable to Hotel to hold the Guest Room Block and/or meeting space as set forth herein.

ENTIRE AGREEMENT

This Agreement contains all of the terms agreed to by the parties. All prior agreements, verbal or written, are no longer effective once this Agreement is signed by the parties. Should there be any conflict between this Agreement and any addenda, exhibits, or attachments, the language of this Agreement shall control.

When signed by representatives of both parties, this Agreement, (which includes The Program of Events and the Hotel's Information Sheet) constitutes a binding agreement between the Group and the Hotel

By the Group's Authorized Representative	By the Hotel's Authorized Representative
By:	By:
Name:	Name: Patty Deleon
Title:	Title: Sr. Sales Manager
Date:	Date: