

Agreement between **Sheraton Bellevue Hotel** and **Creativity Retreat with Ronna, Robert and Maggie**

Customer	Property
Creativity Retreat with Ronna, Robert and Maggie Ronna Weltman	Sheraton Bellevue Hotel Belinda Copple
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RE: **Creativity Retreat with Ronna, Robert & Maggie 7/2015**

This Agreement between Creativity Retreat with Ronna, Robert and Maggie (“**Customer**”) and Sheraton Bellevue Hotel (“**Hotel**”) is effective as of the date it is signed on or before **6-Feb-2015**.

Event Dates: 24-Jul-2015 to 31-Jul-2015

Guest Rooms: This Agreement applies to the following block of guest rooms (the “**Room Block**”):

	Fri, Jul 24, 2015	Sat, Jul 25, 2015	Sun, Jul 26, 2015	Mon, Jul 27, 2015	Tue, Jul 28, 2015	Wed, Jul 29, 2015	Thu, Jul 30, 2015
Traditional King (RTKN)	5	5	5	5	5	5	5
	5	5	5	5	5	5	5

	Fri, Jul 31, 2015	Total
Traditional King (RTKN)	5	40
Attendees Room Block Total	5	40

Total Guest Room Night Commitment: Customer’s total guest room night commitment is 40. Additional rooms will be added based on rate and room availability.

Cut-off Date: The “cut-off date” for reserving rooms in the Room Block is 5:00 p.m. local time at Hotel on **17-Jun-2015**. After the cut-off date, it is at Hotel’s discretion whether to accept additional reservations, which will be subject to prevailing rates and availability. Failure to reserve rooms in the Room Block prior to the cut-off date does not reduce Customer’s total guest room night commitment and does not impact the “Attrition” or “Cancellation” provisions below.

Rates: Hotel will provide the confirmed guest room rates below for the Room Block (the “**Rates**”):

Attendees Room Block

Rooms	Single Rate	Double Rate
Traditional King (RTKN)	\$153.00	\$153.00

THESE RATES INCLUDE COMPLIMENTARY BREAKFAST BUFFET, HIGH SPEED INTERNET ACCESS AND FREE SELF PARKING. Rates are subject to 14.4% tax and are non-commissionable. **Early Departure Fee:** An early departure fee of **\$50.00** will apply if a Customer attendee checks out prior to the confirmed checkout date.

METHOD OF RESERVATION

Reservations for the Meeting will be made by:

The Meeting attendees on an individual basis

All reservations (whether made via rooming list or on an individual basis) will be automatically guaranteed for late arrival. For reservations that will be made by the attendees on an individual basis:

- Attendees may utilize Hotel’s toll free reservation line to make reservations, **866-837-4275**.
- At the time of reservation, Hotel will charge a (1) one night Group Room Rate deposit to the individual’s credit card.

- Individuals may cancel their own reservations up to (24) twenty-four hours prior to check-in in which case the deposit will be refunded to the individual's credit card. If the reservation is cancelled after this time, the one-night deposit will not be refunded.

Function Space/Schedule of Events:

This Agreement applies to the following events and function space:

Date	Function Description	Start – End Time	Function Space	Set Up	# PPL	Room Rental
Fri, 17-Jul-2015	Lunch Buffet	2:00PM- 4:00PM	Somerset All	To be advised	17	-----
	Meeting	2:00PM- 8:00PM	Somerset All	To be advised	17	WAIVED
Sat, 18-Jul-2015	Meeting	8:00AM- 8:00PM	Somerset All	To be advised	17	-----
	Lunch Buffet	12PM- 2:00PM	Somerset All	To be advised	17	WAIVED
Sun, 19-Jul-2015	Meeting	8:00AM- 8:00PM	Somerset All	To be advised	17	-----
	Lunch Buffet	12PM- 2:00PM	Somerset All	To be advised	17	WAIVED
Mon, 20-Jul-2015	Meeting	8:00AM- 8:00PM	Somerset All	To be advised	17	-----
	Lunch Buffet	12PM- 2:00PM	Somerset All	To be advised	17	WAIVED
Tue, 21-Jul-2015	Meeting	8:00AM- 8:00PM	Somerset All	To be advised	17	-----
	Lunch Buffet	12PM- 2:00PM	Somerset All	To be advised	17	WAIVED
Wed, 22-Jul-2015	Meeting	8:00AM- 8:00PM	Somerset All	To be advised	17	-----
	Lunch Buffet	12PM- 2:00PM	Somerset All	To be advised	17	WAIVED
Thu, 23-Jul-2015	Meeting	8:00AM- 8:00PM	Somerset All	To be advised	17	-----
	Lunch Buffet	12PM- 2:00PM	Somerset All	To be advised	17	WAIVED
Fri, 24-Jul-2015	Meeting	8:00AM- 8:00PM	Somerset All	To be advised	17	-----
	Lunch Buffet	12PM- 2:00PM	Somerset All	To be advised	17	WAIVED

Function Space Rental Fee: Will be WAIVED with a minimum requirement of \$600.00++ per day in food and beverage revenue.

Assignment of Function Space: Hotel will provide Customer with Function Space in accordance with the schedule of events, based on the contracted number of people attending the event. Hotel may make reasonable substitutes to Function Space by notifying Customer.

Banquet Event Orders: Hotel will provide Customer with Banquet Event Orders (“BEOs”) that specify and confirm the specific details and terms and conditions for each event including, final menu selections, pricing, room set up and decor.

Food & Beverage: Due to licensing requirements and for quality control, all food and beverage served at Hotel must be supplied and prepared by Hotel. Menu prices will be confirmed on Banquet Event Orders (BEOs). A service charge, currently 21% of the total food and beverage revenue (plus all applicable taxes), will be added to all food and beverage charges. Included as part of the service charge is a gratuity (currently 0 % of total food and beverage revenue) that is paid directly to food and beverage service staff. The remainder of the service charge is retained by Hotel to cover non-itemized costs of the event. No other fee or

charge, including administrative fees, set up fees, labor fees, or bartender or food station fees, is a tip, gratuity, or service charge for any employee.

Minimum Revenue: This Agreement will generate revenue for Hotel from a variety of sources, including guest rooms, food & beverage, and charges for ancillary services. The minimum revenue anticipated by Hotel under this Agreement (excluding taxes and other charges) is:

Minimum Guest Room Revenue (<i># of room nights in Room Block x average Rate</i>):	\$ 6120.00
Minimum Food & Beverage Revenue (<i>based on committed food & beverage minimum</i>):	\$ 4,800.00
Estimated Other Revenue:	\$ -----
Total Minimum Revenue:	\$ 10,920.00

If Customer does not fulfill all of its commitments or cancels this Agreement, Customer agrees that Hotel will suffer damages that will be difficult to determine. The "Attrition" and "Cancellation" provisions below provide for liquidated damages agreed upon by the parties as a reasonable estimate of Hotel's losses and do not constitute a penalty of any kind.

Room Block Allowance: Customer will have one opportunity to reduce its Room Block commitment without liability by notifying Hotel in writing of the number of guest rooms in the Room Block it wishes to release as follows: (1) on or before **24-June-2015**, Customer may release up to 30% of the nights in the Room Block without liability. Any Room Block reduction allowed under this clause that is not exercised by Customer on or before the applicable deadline may not be exercised at a later time.

Attrition: Customer will meet its minimum revenue requirements under this Agreement if it fulfills its Minimum Food & Beverage Revenue commitment above and its Adjusted Minimum Guest Room Revenue commitment based on the attrition allowance below.

Adjusted Minimum Guest Room Revenue:	80% of 40 room nights = \$4896.00
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This attrition allowance does not apply if Customer cancels the Agreement or does not hold the event at Hotel. If Customer holds its event at Hotel, but does not fulfill its Adjusted Minimum Guest Room Revenue commitment it will pay Guest Room Attrition Damages (plus all applicable taxes) as a reasonable estimate of Hotel's losses as follows:

Guest Room Attrition Damages = Adjusted Minimum Guest Room Revenue minus actual guest room revenue from Room Block

If Customer does not fulfill its Minimum Food & Beverage Revenue commitment, it will pay the difference between its Minimum Food & Beverage Revenue commitment and its actual food & beverage revenue (plus all applicable taxes).

Cancellation: If Customer cancels this Agreement, Customer will provide written notice to Hotel, accompanied (except in the case of a Force Majeure) by payment of the amounts indicated below:

From the Agreement Date to 60 days prior to 24-Jul-2015 :	50% of Total Minimum Revenue = \$5460.00
From 59 days to 31 days prior to 24-Jul-2015:	75% of Total Minimum Revenue = \$8190.00
From 30 days or less prior to 24-Jul-2015:	100% of Total Minimum Revenue = \$10,920.00

The parties agree that the amounts included in this Cancellation clause are reasonable estimates of the losses that would be incurred by Hotel and factor in Hotel's ability to mitigate its losses through resale.

Payment Options: Payment will be made as indicated below.

	Customer Pays	Guest Pays
Guest rooms (including taxes and automatic or mandatory charges):		X
Event Food & Beverage (including taxes, service charges, and administrative charges):	X	
Incidental charges:		X

Master Account: Hotel will set up a "Master Account" for Customer for payment of charges under this Agreement. Customer must review all charges billed to the Master Account to ensure accurate billing.

Payment: Unless direct billing has been established, Customer will pay the estimated amount of the Master Account as shown on the deposit schedule. Customer will advise Hotel of its expected method of payment of the Master Account at least 30 days in advance of 24-Jul-2015. If Customer will pay using a credit card honored by Hotel, a valid credit card must be provided to Hotel no later than 24-Jul-2015, and all Master Account charges will be charged to such credit card at departure. Any amounts

not paid at departure will accrue interest at 1½% per month from the date of departure. Upon application and review by Hotel, Hotel may elect to extend direct billing privileges to Customer. If direct billing has been established, payment of all undisputed amounts is due within 30 days of Customer's receipt of invoice from Hotel, and if not paid within 30 days will accrue interest at 1½ % per month from date of departure. Customer must notify Hotel of any disputes within 5 business days of Customer's receipt of invoice from Hotel or disputes will be considered waived. If Hotel determines after establishing direct billing or a deposit schedule that Customer's credit status has changed negatively, Hotel may require payment of all estimated Master Account charges no later than 14 days before 24-Jul-2015.

Guest Deposits: A deposit equal to first night's room and tax will be charged at the time a guest makes a room reservation, and upon check-in, will be applied towards the guest's bill. Deposits paid by guests are refundable if notice is received by Hotel at least 2 days prior to arrival and a cancellation number is obtained.

Use of Event and Function Space: To protect the safety and security of all Hotel guests and property, Customer will obtain Hotel's advance written approval before using items in event and function space that could create noise, noxious odors or hazardous effects (e.g., loud music, smoke or fog machines, dry ice, confetti cannons, candles, or incense) and before engaging in any activities outside of the reserved function rooms (e.g., registration table). Customer will obtain any required Fire Marshall or other safety approvals, and will pay any expenses incurred by Hotel as a result of such activity, such as resetting smoke or fire alarms or unusual clean up costs.

Security: Hotel does not provide security in the event and function space and all personal property left in the event or function space is at the sole risk of the owner. Customer will advise its attendees that they are responsible for safekeeping of their personal property. Hotel may reasonably require Customer to retain security personnel in order to safeguard guests or property in Hotel. Security personnel are not authorized to carry firearms without advance Hotel approval.

Ancillary Services: Hotel may provide, or contract with third parties to provide, ancillary services (e.g., A/V, drayage, florists, exhibitors) to Customer for additional charges. Except with respect to certain services (e.g., rigging services), Customer may use its own vendors for such services provided that Customer's proposed vendors meet minimum standards established by Hotel, including insurance and indemnification requirements. With respect to audiovisual services, Customer will inform Hotel of its decision to bring its own vendor at least 60 days prior to 24-Jul-2015, and will sign, and have its audiovisual vendor sign, an acknowledgement of Hotel's Audiovisual Service Standards at least 45 days prior to 24-Jul-2015.

Construction: Hotel will promptly notify Customer of any construction or remodeling to be performed in Hotel over the Event Dates other than routine maintenance and Hotel will use all commercially reasonable efforts to insure that any such occurrence will not materially interfere with Customer's use of Hotel. Should construction or remodeling be mutually determined by Customer and Hotel to materially interfere with Customer's event, Customer will have the right to terminate this Agreement without liability with written notice to Hotel as long as such notice is given within 30 days of Customer's receipt of notice of such construction or remodeling.

Shipping and Storage: Hotel does not have storage space for crates, pallets or large shipments. Any materials to be sent to Hotel may arrive no earlier than 3 days prior to 24-Jul-2015. A handling and storage fee of \$10.00 per box/item or \$5.00 per pound (plus all applicable dates) will be assessed. The mandatory handling and storage fee is paid in its entirety to employees providing the handling services. Hotel will not be responsible for any loss or damage to materials set to Hotel prior to 24-Jul-2015.

Relocation: If any guest room reservation cannot be accommodated by Hotel, Hotel will provide: (1) accommodations at a comparable Hotel reasonably nearby at no charge for the first night; (2) one complimentary round trip ground transportation between Hotel and the alternate hotel for each day the guest is displaced; (3) one 5 minute phone call and necessary arrangements for forwarding of the displaced guest's telephone messages and mail; (4) an offer to relocate the displaced guest back to the first available guest room; (5) upgraded accommodations at Hotel upon return (if available) and a welcome expression from the General Manager; and (6) credit to Room Block for any nights that guests are displaced.

Disclosure: Customer will be responsible for determining to whom it needs to disclose any terms of this Agreement, including any commission or rebate that it may receive. Customer will disclose to all Customer attendees the type and amount of all automatic and mandatory charges that will be charged to them by Hotel.

Laws and Policies: Each party will comply with all applicable federal, state and local laws (including the Americans with Disabilities Act) and Hotel rules and policies. Customer will be responsible for providing its disabled members with auxiliary aids in connection with any Customer events or activities. Upon Customer's reasonable request, Hotel will cooperate with Customer to provide services on behalf of Customer's disabled attendees.

Smoke Free Policy: Hotel is a smoke free hotel. Restaurants on property that are not operated by Hotel may not participate in the smoke free policy. To protect the smoke free environment, Hotel will post a \$200.00 cleaning fee to the account of any guests who smoke in their guest room. To ensure the cooperation and comfort of Customer's attendees, Customer agrees to advise its attendees of the smoke free policy in writing.

Privacy: Customer will obtain all necessary rights and permissions prior to providing any personally identifiable information

("PII") to Hotel, including all rights and permissions required for Hotel, Starwood Hotels & Resorts Worldwide, Inc. ("Starwood"), Starwood affiliates, and service providers to use and transfer the PII to locations both within and outside the point of collection (including the United States) in accordance with Starwood's privacy statement (www.starwoodhotels.com/corporate/privacy_policy.html) and applicable law.

Confidential Information: Customer and Hotel will each take reasonable steps to keep all confidential information provided by the other party confidential and to identify information as confidential when shared. Confidential information will not include: (1) information that is publicly available; (2) PII, which will be handled by the parties in accordance with the "Privacy" provision above; or (3) information that is left or discarded in event rooms, public space or guest rooms.

Insurance: Each party will maintain insurance sufficient to cover any claims or liabilities which may reasonably arise out of or relate to its obligations under this Agreement and will provide evidence of such insurance upon request.

Indemnification: Each party will indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims resulting from its breach of this Agreement or the negligence, gross negligence or intentional misconduct of such party or its officers, directors, employees, agents, contractors, members, or participants. Neither party will be liable for punitive damages.

Dispute Resolution: The parties will resolve any claim or dispute arising out of or relating to this Agreement through binding arbitration before one arbitrator conducted under the rules of the American Arbitration Association or JAMS in the state and city in which Hotel is located. The law of the state in which Hotel is located will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or litigation arising out of or relating to this Agreement or the enforcement of any arbitration award, the prevailing party will recover attorneys' fees and costs including expert witness and arbitration fees and pre- and post-judgment interest. Each party will be responsible for attorneys' fees and interest associated with the other party's efforts to collect monies owed under this Agreement.

Force Majeure: If acts of God or government authorities, natural disasters, or other emergencies beyond a party's reasonable control make it illegal or impossible for such party to perform its obligations under this Agreement, such party may terminate this Agreement upon written notice to the other party without liability.

Emergency Plan: Hotel has an emergency and crisis management plan that addresses how to prepare for and react to events such as fires, communicable disease outbreaks, terrorist incidents, natural disasters and other extraordinary situations. This plan is based in large part upon Starwood's proprietary corporate-level plan, which was prepared with the assistance of outside consultants, and is regularly reviewed and adapted to address this Hotel's particular circumstances. Customer may view the table of contents of Hotel's plan at Hotel premises, but may not copy or keep any part of the plan in order to protect Hotel's proprietary information.

Notice: Any notice required or permitted by the terms of this Agreement must be in writing.

Assignment: Customer may not assign or delegate its rights or duties under this Agreement without Hotel's prior approval.

Severability: If any provision of this Agreement is held to be invalid or unenforceable that provision will be eliminated or limited to the minimum extent possible, and the remainder of the Agreement will have full force and effect.

Waiver: If either party agrees to waive its right to enforce any term of this Agreement, it does not waive its right to enforce any other terms of this Agreement.

This Agreement constitutes the entire agreement between the parties, supersedes all other written and oral agreements between the parties concerning its subject matter, and may not be amended except by a writing signed by Hotel and Customer.

ACCEPTED AND AGREED TO:

Creativity Retreat with Ronna, Robert and Maggie _____ , as representative of Sheraton Bellevue Hotel
(Name of Association/Company)

By _____ By _____

Ronna Weltman
Group contact

Belinda Cople
Group sales manager

Date _____ Date _____