



Embassy Suites Hotel Airport / Convention Center  
5055 International Boulevard  
North Charleston, SC 29418  
Phone: (843) 747-1882 Fax: (843) 725-1300

**CONTRACT**

March 2, 2012.

GROUP NAME: Southeast Region Wound Ostomy Continence Nurses Society

CONTACT: Laura Shafer, BSN, RN, CWON

TITLE: President

ADDRESS: 4550 Thicket Trail,  
Snellville, GA 30039

E-MAIL: lshafer833@gmail.com

PHONE: 404-694-4870

Thank you for choosing *Embassy Suites Hotel Airport/Convention Center* for your meeting. Pursuant to this contract, once accepted, Southeast Region Wound-Ostomy Continence Nurses Society will hold a meeting at *Embassy Suites Hotel Airport/Convention Center* ("Hotel").

Upon receipt by hotel of a fully executed version of this agreement prior to **March 2, 2012** or upon hotel's acceptance of a fully executed version of this agreement after such date, it will be placed on a definite basis and will be binding upon hotel and organization and shall be governed and construed under the laws of the state of South Carolina.

Hotel Initials LSV Hotel Date 3/5/12  
Group Initials AS Group Date 3/2/12

**MEETING DATES AND GUEST ROOM BLOCK**

Once this contract is accepted, we will remove from our inventory and consider sold to you for your use room nights pursuant to the following arrival and departure pattern:

	Wed 09/11/13	Thu 09/12/13	Fri 09/13/13
Run of House	69	169	149
Presidential	1	1	1

Total Room Nights: 390

All guest rooms are run-of-the-house unless otherwise set forth above. Guestroom types (kings, double/doubles, etc.) cannot be guaranteed and will be reserved on a first-come, first-served basis.

Rates for your meeting are confirmed as follows:

Room	Single Rate	Double Rate	Triple Rate	Quad Rate
Run of House	\$139.00	\$139.00	\$149.00	\$159.00
Presidential	\$ .00	\$ .00	\$ .00	\$ .00

Room rates quoted above are non-commissionable, net rates, subject to tax, which is currently 13.5%.

The above-quoted Group room rates will include a \$10.00 rebate per room night, payable to Group to offset exhibit hall rental fee of \$4,000. If the Group falls short of \$4,000 in rebate funds Group shall pay the difference.

**COMPLIMENTARY ACCOMMODATIONS**

The Hotel will provide one (1) complimentary room night, at the lowest group room rate, on a cumulative basis, for each 50 room nights within the pattern set forth above actually occupied by Group's attendees. The Hotel shall credit Group's Master Account for the total number of complimentary accommodations accrued by Group at the conclusion of your meeting. Discounted rooms for staff or other uses will not be used for calculation of complimentary accommodations.

**SPECIAL CONCESSIONS**

- \* Complimentary guestroom internet
- \* Complimentary Presidential Suite for nights listed above (4 nights max)
- \* 5% discount on Food and Beverage
- \* Double Hilton Honor Points on Guestroom Revenue
- \* Complimentary receipt of up to 20 quantity forty lb or less each boxes in convention center
- \* 4 pieces of riser (4'x8' each) complimentary
- \* 6 easels complimentary
- \* Pens, pads and ice water on tables complimentary for classroom sets
- \* 300 free parking spaces for overnight guests
- \* No resort fee
- \* 2 complimentary rooms for one night each for preplanning meetings based on availability
- \* 12 early check ins at Noon and 12 late check outs at 2 pm based on availability
- \* Raffle prize - weekend stay complimentary - not valid during convention - to be requested via letter
- \* Two staff rooms at 50% off the group rate (4 nights each)
- \* Group rates will be honored 3 days pre and 3 days post based on rate and space availability

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**HILTON HHONORS BENEFITS:**

Laura Shafer, as the designated Meeting/Event Planner for this event is eligible to earn Hilton HHonors Points. Full details and rules regarding the program are available by calling the Hilton HHonors Customer Service Center at 1-800-548-8690 in the U.S. and Canada or 1-972-788-0878 or by visiting [www.hiltonhhonors.com](http://www.hiltonhhonors.com). Only the Meeting/Event Planner who is specifically named in the event contract will be eligible for this bonus program. In this case, Laura Shafer or the designee will earn TWO HHonors bonus points for every eligible dollar spent toward the master account. Eligible revenue will include overnight guestroom accommodations.

Meeting ID: 211820489

**Rate Parity:** Hotel agrees that the group will be guaranteed the lowest rate in-house over the meeting dates. Exceptions include negotiated volume corporate business, government rooms, airline crew rooms, wholesale rates, and previously negotiated groups. This guarantee applies to rates made available to the general public, either through the hotel reservation department, toll-free reservation service, or any online distribution channel, other than online channels where a customer cannot choose the hotel or brand, i.e. Priceline. Should a lower rate be discovered, the Hotel agrees to either 1) offer that rate to any of the group's attendees or 2) remove the lower rate from all distribution channels.

**ROOM RESERVATION PROCEDURES**

From the moment this contract is accepted, we will be holding your contracted guest room block for the use of your attendees. Additional rooms requested above the contracted amount shown in this agreement may be offered on a space and rate available basis.

**INDIVIDUAL RESERVATIONS**

In order to assign individuals to specific rooms, room reservations will be required. Group's attendees may make their reservation requests online, through via a Personalized Group Webpage that will be provided to Group by Hotel at no additional charge or by phoning in their reservation request to the following number: 1-800-EMBASSY. Each of Group's attendees must identify themselves online as part of Group by inserting or mentioning the group identification code, which will be provided to Group by Hotel, and must provide all of the other information required by the website or reservations agent. Group must separately provide the Hotel with any attendee's VIP status. It would be appreciated if the Hotel could be included on the attendee mailing list (traditional mail or e-mail), to stay informed as to when reservations are likely to begin arriving. The Hotel reserves the right to change the method used, information required, email address or other aspect of the reservation process.

**CUT-OFF DATE**

Twenty one days prior to your arrival date, which is August 19, 2013, all room nights which have not been reserved as described above will be deemed to be room nights which your group will not use, and they will become subject to the attrition provisions herein. Such room nights will at that date be returned to the Hotel's general inventory. Reservation requests from your attendees received less than twenty one days prior to your arrival date will be accepted on a space available basis, at the higher of the contract rate or rate available at that time. Should such requests be accepted, such room nights will be credited to your block for purposes of any calculation of attrition.

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**CHECK-IN / CHECK-OUT**

Guest accommodations will be available at 3:00 pm on arrival day and reserved until 12:00PM on departure day. Any attendee wishing special consideration for late checkout should inquire at the front desk on the day of departure. Should the Hotel allow for late check-out, it may impose a half day rate.

**GUEST ROOM CHARGES**

**INDIVIDUALS PAY OWN**

It is our understanding that your guests will pay their own account upon departure. Group will inform attendees of the room rate, applicable taxes. When reservations are made, we will require a deposit equal to the room rate and tax for the night for each reservation. An individual's deposit is refundable to that individual only if the Hotel receives notice of an individual's cancellation at least 4 days prior to scheduled arrival. Individual cancellation fees will not count towards the Group's total liability pursuant to either the attrition or cancellation clauses herein. Group shall inform its attendees of this policy. Upon check-in, each guest will be required to present a valid credit card upon check-in, on which an amount of sufficient pre-authorization can be obtained to cover the room and tax charges and parking for the length of the guest's stay, plus the anticipated use of the Hotel's ancillary services, and we require each guest's home/business address and e-mail address.

**MEETING REQUIREMENTS**

The Hotel, acting on behalf of the Charleston Area Convention Center, will provide all of the function space you require in accordance with the schedule of events which is described below for a fee of \$4,000 inclusive of service charge and tax, in recognition of the revenue we will derive from the provision of room nights and food and beverage services and ancillary services hereunder. This fee is being offset by the \$10 rebate mentioned on page 2 of this contract. If the Group's rebate falls short of \$4,000 the difference will be posted to the Group's master account. The Hotel reserves the right to adjust function space at the reservations due date based on attendance at levels lower than contracted as long as the group agrees to the change. Please ensure that the schedule below includes all space necessary to accommodate set-up and break-down times, all audio-visual needs, head tables and displays.

Your final program must be confirmed in writing no later than 60 days before the commencement of your meeting, though Hotel is not obligated to provide space in excess of that set forth below. Should you desire additional food and beverage services and/or meeting space beyond that specified in the schedule of events below, please advise us as soon as possible so that we may attempt to secure such additional space for your use. The Hotel reserves the right to make reasonable substitutions in meeting and banquet rooms and/or menu selections as long as the group agrees to the change. Diagrams and identification of the Hotel's meeting space to be used for your meeting may not be disseminated by the Group without the Hotel's prior approval.

**SERVICE CHARGE:** 22% of the food and beverage total, plus any applicable state or local tax, will be added to Group's Master Account as a service charge. The service charge may be taxable under state law.

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Group Initials AS / Group Date 3/2/12

## SCHEDULE OF EVENTS

Date	Start Time	End Time	Function	Room	Setup	AGR
Wed 09/11/13	12:00 PM	12:00 AM	Storage	Meeting Room 3		
Wed 09/11/13	7:00 PM	8:00 PM	Dinner	Ideation (in hotel)	Conference	14
Wed 09/11/13	7:00 PM	10:00 PM	Meeting	Ideation (in hotel)	Conference	14
Thu 09/12/13	8:00 AM	12:00 AM	Storage	Meeting Room 3		
Thurs 09/12/13	8:00 AM	5:00 PM	Setup	Exhibit Hall C	Exhibits	95
Thu 09/12/13	8:30 AM	11:30 AM	Breakout	Meeting Room 6&7	Classroom Style	80
Thu 09/12/13	12:30 PM	5:00 PM	General Session	Ballroom C1/C2/C3	Classroom Style	250
Thu 09/12/13	2:45 PM	3:00 PM	Break	Ballroom C Foyer	Flow Through	250
Thurs 09/12/13	5:00 PM	12:00 AM	Exhibit	Exhibit Hall C	Exhibits	95
Thurs 09/12/13	5:00 PM	7:00 PM	Reception	Exhibit Hall C	Cocktail Rounds	250
Thu 09/12/13	7:30 PM	9:30 PM	Dinner	Ballroom B	Rounds of 10	225
Fri 09/13/13	7:00 AM	8:20 AM	Breakfast	Ballroom B	Rounds of 10	175
Fri 09/13/13	8:00 AM	8:45 PM	Exhibit	Exhibit Hall C	Exhibits	95
Fri 09/13/13	8:00 AM	12:00 AM	Storage	Meeting Room 3		
Fri 09/13/13	8:30 AM	5:15 PM	General Session	Ballroom C1/C2/C3	Classroom Style	250
Fri 09/13/13	10:30 AM	10:45 AM	Break	Ballroom C Foyer	Flow Through	250
Fri 09/13/13	4:00 PM	4:15 PM	Break	Ballroom C Foyer	Flow Through	250
Fri 09/13/13	6:45 PM	12:00 AM	Teardown	Exhibit Hall C	Exhibits	95
Fri 09/13/13	7:00 PM	10:30 PM	Dinner	Ballroom B	Rounds of 10	200
Sat 09/14/13	7:00 AM	8:20 AM	Breakfast	Ballroom B	Rounds of 10	175
Sat 09/14/13	8:00 AM	12:00 AM	Storage	Meeting Room 3		
Sat 09/14/13	8:30 AM	5:00 PM	General Session	Ballroom C1/C2/C3	Classroom Style	250
Sat 09/14/13	10:30 AM	10:45 AM	Break	Ballroom C Foyer	Flow Through	250
Sat 09/14/13	12:45 PM	2:45 PM	Lunch	Ballroom B	Rounds of 10	225

The preferred decorator for the exhibit hall is Fern Exposition & Event Services. The group is welcome to bring in their own decorator but a fee of 10% fee will be applied to your final invoice from your decorator. This fee will not apply if the group uses the preferred provider. This does not include individual exhibitor rentals.

## ROOM BLOCK AND SERVICES COMMITMENT

When you contract for a block of rooms and meeting facilities and for food and beverage services, those room nights, facilities and services are removed from our inventory and considered sold to you, and the Hotel makes financial plans based upon the revenues it expects to achieve from your full performance of the contract. It is impossible for the Hotel to know in advance whether or under what circumstances or at what rates it would be able to resell your contracted room nights, services or facilities if you do not use them, either as the result of a cancellation of your meeting or as the result of less than contracted room block usage or less than contracted usage of food and beverage functions ("attrition"). In most instances, when groups do not use their contracted room nights or services, the Hotel is unable to resell those room nights or services and even when room nights or services are resold, they are generally not resold at the same rates, may be resold to groups which would have utilized the Hotel at another time, are not resold to groups that have the same needs as the original group, etc. Even when rooms or services may be resold, it is costly to re-market the rooms and facilities, and such efforts divert the attention of our sales staff from selling the Hotel's rooms and facilities at other times. While your room block has been held out

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of our inventory, we may have turned away more lucrative groups in order to meet our commitment to you.

For all these reasons and others, we agree that in the event of cancellation or attrition, the following charges, which represent a reasonable effort on behalf of the Hotel to establish its loss prospectively, shall be due as liquidated damages. Because the Hotel reasonably expects to derive revenue from your meeting above and beyond that revenue derived from the provision of room nights and food and beverage services, and because it is difficult to estimate the actual revenue which may be derived from your meeting, the amounts due as and for liquidated damages are intended to compensate the Hotel for all of its losses associated with cancellation and/or attrition.

#### ANTICIPATED ROOM NIGHT AND BANQUET FOOD AND BEVERAGE REVENUE FIGURES

At this time, the Hotel is holding 390 room nights for your use over the contracted dates, which will generate total revenues of \$49,923.00. Agreed Minimum banquet food and beverage revenue is \$30,000.00. \*\* Sponsored 3<sup>rd</sup> party food and beverage functions shall count towards Group's minimum guarantee. \*\* These figures shall be referred to herein as the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures." All food and beverage is subject to a 22% service which is taxable at 8.5%. All revenue figures are net and not inclusive of taxes, service charge or commissions. Food, Beer and Wine are subject to a 10.5% tax, liquor beverages are subject to a 15.5% tax and Room Rental and Audio Visual are subject to a 8.5% tax. All taxes are subject to change.

#### ATTRITION

We agree to allow for a 20% reduction in each of the "Anticipated Room Night Revenue Figures", provided that you make a written request for that reduction between now and 30 days prior to your arrival date. At the conclusion of your meeting, we will subtract the rooms revenue derived from your meeting (excluding revenue derived from pre and post program stays) and the amount of any permissible attrition you have taken from the Anticipated Room Night Revenue Figure set forth above. Any remaining amount will be posted as a charge to your Master Account, plus applicable taxes.

#### CANCELLATION

In the event of group cancellation, liquidated damages will be due to Hotel based on the schedule set forth below. The amounts shown are based on a percentage of the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures" plus applicable taxes and service charges.

Date of Cancellation	Cancellation Liquidated Damages Due
6/20/2013 – 9/18/2013	\$75,530.70
3/22/2013 – 6/19/2013	\$67,138.40
9/18/2012 – 3/21/2013	\$41,961.50
Date of Signature – 9/17/2012	\$29,373.05

Hotel Initials   *GH*   Hotel Date   3/5/12    
 Group Initials   *11/12*   Group Date   3/6/12

**FORCE MAJEURE**

No damages shall be due for a failure of performance occurring due to Acts of God, war, terrorist act, government regulation, riots, disaster, or strikes, any one of which make performance impossible. The Hotel shall have no liability for power disruptions of any kind.

**BILLING PROCEDURES AND DEPOSIT SCHEDULE**

Should Group request direct billing privileges, please complete the enclosed direct bill application and return it to our Accounting Department within 30 days so that we may attempt to approve credit for your meeting. In the event that credit is not requested or is not approved, pre-payment of your total estimated Master Account will be due prior to your arrival, in accordance with the schedule shown below. Under such circumstance, failure to remit the appropriate pre-payment on a timely basis will be considered a cancellation by the Group and the Group shall be liable for amounts as described in the cancellation provisions. All pre-payments will include applicable taxes and service charge.

The following items shall be charged to the Master Account: banquet food and beverage charges, service charges and applicable taxes, attrition charges, meeting space rental charges (if any), cancellation charges, audio-visual charges and applicable taxes thereon and any other charges billed to the Master Account at the request of the authorized representative of the Group, as designated by the Group in advance of the commencement of the meeting. Moreover, all third party charges for services and/or supplies, not directly supplied by the Hotel (i.e. audio visual and décor), will be billed to the Master Account if they have been arranged for by the Hotel. A handling fee in the amount of ten percent of all third party charges will be assessed if placed on the Master Account.

During the course of your meeting, we would be pleased to have you meet with us each day, to review your master bill and to keep it accurate and up to date. Please let your Convention Services Manager know if you wish to establish a daily meeting

A final bill, containing receipts and other back-up information, will be mailed to the Group after Group's departure. Master Account charges may be paid in the form of cash, check or bank transfer. All Master Account charges not paid within 30 days of receiving final invoice will bear interest at the lower of the rate of 1.5% per month, compounded monthly, if permissible by law, or the highest rate permissible by law. Should the Hotel, in its sole discretion, deem collection action necessary in regard to outstanding balances hereunder, all costs associated with that collection action, including attorney's fees, shall be posted to the Master Account.

Individual guest accounts are payable at check-out by cash or credit card.

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The deposits and payments outlined in the table below are due as indicated and include all applicable service charges and taxes. The deposits and payments will be applied to your Master Account in the form of credits. The deposit schedule outlined below will only apply if direct billing privileges are not requested or approved by Hotel.

Date	Deposit Due
Upon return of signed contract to Hotel	\$500.00
<b>Deposits below will apply if the direct bill account is not approved:</b>	
June 11, 2013	\$13,270.33
July 11, 2013	\$13,270.33
August 11, 2013	\$13,270.34

Please make your deposit payments by check payable to Embassy Suites and mail to: Embassy Suites, 5055 International Boulevard, North Charleston, SC 39418, Attention: Accounting Department.

#### AUDIO-VISUAL EQUIPMENT

For an additional charge, and on an exclusive basis, audio-visual equipment and décor is available at the hotel. Microphones, screens, sound equipment, plus a full range of other audio-visual equipment and services are available given advance order. Equipment availability and a price list will be supplied upon request. Hotel reserves the right to adjust the volume on any audio-visual equipment at any event. No patch fees shall apply as long as the group is using equipment supplied by the Hotel's exclusive provider. A 22% service charge and applicable taxes will be applied to all audio visual equipment and décor charges. Service charge and taxes are subject to change

#### IN-HOUSE EQUIPMENT

Hotel will provide at no charge a reasonable amount of meeting equipment (i.e. tables, chairs, etc). This complimentary arrangement does not include special set-ups or extraordinary formats that the Hotel does not supply or that would deplete the Hotel's supply of equipment.

#### OUTSIDE CONTRACTORS

The Hotel offers all services necessary for a successful meeting. However, if Group finds it necessary to use outside services, any companies, firms, agencies, individuals and groups hired by or on behalf of Group shall be subject to prior approval of the Hotel. Upon prior reasonable notice to the Hotel from Group, Hotel shall cooperate with such contractors and provide them with facilities at the premises to the extent that the use and occupancy of the facilities by the contractor does not interfere with the use and enjoyment of the Hotel premises by other guests and members of the Hotel. Group's contracts with its contractors will all specify that contractor and, the Group will indemnify and hold the Hotel harmless from any and all damages or liabilities which may arise by such Contractors or through their use. All outside contractors will be required to provide proof of worker's compensation insurance in statutory amounts; comprehensive general liability insurance covering automobile, personal injury and property damage with single limits of not less than one million dollars (\$1,000,000) per person per occurrence, on which the Hotel shall be named as an additional insured. All displays, exhibits, decorations, equipment and musicians must enter and exit the Hotel through the receiving entrance and pick-up times must be coordinated with the Hotel in advance.

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Group Initials AS

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**INSURANCE AND INDEMNIFICATION**

Hotel and Group each agree to carry and maintain and provide evidence of liability and other insurance in amounts sufficient to provide coverage against any claims arising from any activities arising out of or resulting from the respective obligations pursuant to this contract, amounts not less than \$1,000,000.00 per occurrence. Group's insurance policy shall name the Hotel and John Q. Hammons Hotels Management, LLC as additional insureds. Damage to the Hotel premises by the Group or appointed contractors will be the Group's responsibility. Group will accept full responsibility for any damages resulting from any action or omission of their individual attendees in conjunction with organized group activities. The Hotel is not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal effects brought into the Hotel, and/or for the loss of equipment, exhibits or other materials left in meeting rooms.

The Hotel reserves the right to approve all outside contractors hired for use by the Group in the Hotel, and may have a list of approved contractors and vendors. The Hotel must be notified in advance of any proposed vendor. The Hotel reserves the right to advance approval of all specifications, including electrical requirements, from all outside contractors, and to charge a fee to specific contractors for outside services brought into the Hotel. The Group and/or outside contractors must provide proof of worker's compensation insurance for employees who will work on Hotel premises and proof of adequate general liability coverage for the Group and/or outside contractors' activities while on Hotel's premises, and must comply with all other similar requirements the Hotel deems appropriate, in its sole discretion, regarding use of function space, facilities and use of Hotel services.

The Hotel shall indemnify, defend and hold harmless the Group and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Hotel's negligence in connection with the provision of services or the use of the Hotel facilities. The Hotel shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

The Group shall indemnify, defend and hold harmless hotel and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Group's negligence and/or its members', agents', employees', independent contractors' or exhibitors' negligence in connection with the use of the Hotel facilities. The Group shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

**HOTEL POLICIES**

Security: In order to maintain adequate security measures in light of the size and/or nature of Group's function, Group will provide, at its sole discretion and at its expense, security personnel supplied by a reputable licensed guard or security agency doing business in the city or county in which Hotel is located, which agency will be subject to Hotel's prior approval. Such security personnel may not carry weapons.

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**Logo:** The Group shall not use the name, trademark or logo or any other proprietary designation of the Hotel in any advertising or promotional material without the prior written permission of the Hotel. Group shall comply with the terms and conditions required by the Hotel for such use.

**Utilities:** All electrical services and utilities, including phone and riggings, must be contracted for through the Hotel's Convention Services Department.

**Signage:** In regard to the Group's meeting space, all signs must be professionally printed and their placement and posting be pre-approved by the Convention Services Department. Nothing shall be posted, nailed, screwed or otherwise attached to walls, floors, or other parts of the building or furniture. Distribution of gummed stickers or labels is strictly prohibited.

**SHIPPING AND RECEIVING**

Due to limitations in secured storage space, the Hotel will only accept packages as follows:

Boxes/packages may be sent for arrival a maximum of 4 days prior to group arrival and will be marked with the following:

HOLD FOR: (Insert Name of Responsible Party)

Name of Group

First Day of Event

Number of Boxes

Any Special Instructions

Boxes up to 36" x 24" x 24" \$5.00 per box

Larger boxes / display cases \$10.00 per box

Pallets \$75 per pallet

Charges will be placed on the Master Account unless otherwise directed.

Hotel will not be responsible for any damages or loss to any packages or boxes.

**Food Policy:** No food and/or beverage of any kind will be permitted to be brought into the hotel, or any suite used as a hospitality suite, by the Group or any of the Group's guests. All food and beverage items served in public meeting rooms must be supplied and prepared by the Hotel. Though the Group's obligation for food and beverage revenue is set forth herein, the Hotel will confirm all banquet food and beverage prices no later than 90 days before the commencement of your meeting, and Group will confirm all menu arrangements in writing no later than 30 days before the commencement of your meeting. If that confirmation is not received by that date, your requested menu selections may not be available. The number of guests in attendance at each function shall be guaranteed by Group on a banquet event order no later than three business days before the commencement of your meeting. If your actual attendance for each function is less than the guaranteed number of guests, you will be liable for the food and beverage charges for 100% of the guaranteed number. If we do not receive a final count for the Group within this timetable, the Group will be charged for the maximum number of people originally scheduled to attend the function as detailed on the BEOs if available or based on the original contract.

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Group Initials AS Group Date 3/2/12

Loud music and bands are not allowed in any public areas or meeting rooms during daily business hours. Any use of amplifiers or live music must be approved in advance in writing. The Hotel reserves the right to control decibel levels in all areas of the hotel. The Group represents and warrants that all copyright and publishing fees for all compositions, materials, or arrangements performed or played at the meeting have been paid by Group in full and agrees to indemnify, defend and hold harmless Hotel and its management company for any and all claims and damages related to the performance of any copyrighted works.

#### AUTHORITY

The persons signing the agreement on behalf of Hotel and Group each warrant that they are authorized to make agreements and to bind their principals to this agreement.

#### MISCELLANEOUS PROVISIONS

This contract is made and to be performed in North Charleston, SC and shall be governed by and construed in accordance with South Carolina law. By executing this agreement, Group consents to the exercise of personal jurisdiction over it by the courts of the State of South Carolina. This contract is the entire agreement between the parties, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications between the parties, and may only be supplemented or changed in writing, signed by a representative of the Group and the Hotel's Director of Sales or General Manager. No representative of the Hotel has been or is authorized to make any representation which varies from the express terms of this contract, though this contract may be supplemented or amended in writing. Group may not assign any benefits arising under or associated in any way with this contract without prior consent of Hotel. In the event of litigation arising from or associated with this contract, the parties agree that the prevailing party therein shall recover its attorneys' fees and costs incurred therein. Any legal action in connection with this agreement shall be brought or maintained only in the courts of the State of South Carolina and only in Charleston County.

Hotel Initials

LDV

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Group Initials

AS

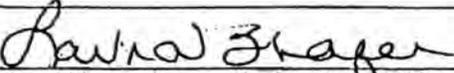
Group Date

3/2/12

**ACCEPTANCE**

This contract shall be deemed accepted only after it has been signed by a representative of the Group and thereafter signed by a representative of the Hotel. Acceptance may be made by facsimile transmission and this contract may be executed in one or more counterparts, each of which when fully executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement.

We look forward to working with you and to hosting a memorable meeting.

By Group's authorized representative:	By Hotel's authorized representative:
	
Printed Name: Laura Shafer, BSN, RN, CWON	Printed Name: Wendy Vincent
Title: President	Title: Sales Manager
Southeast Region Wound Ostomy Continence Nurses Society	Embassy Suites Charleston Convention Center
Date: 3/2/12	Date: 3/5/12

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