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RENAISSANCE®

HOTELS

GROUP SALES AGREEMENT

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between: Renaissance Montgomery Hotel & Spa at the Convention Center, 201 Tallapoosa Street, Montgomery, AL, 36104, (334) 481-5000 and Southeast Region Wound Ostomy and Continence Nurses Society and outlines specific conditions and services to be provided.

ORGANIZATION: Southeast Region Wound Ostomy and Continence Nurses Society

CONTACT:

Name: Patti Haberer, President
Street Address: 3162 Edgemoor Drive

City, State/Province: Palm Harbor FL

Postal Code: 34685

Country: USA

Phone Number: (828) 446-9964

E-mail Address:

- Trudy Huey - Director Conference Planning
 678-799-2056 - Patti Haberer - President
 uspah@coloplast.com

NAME OF EVENT: Southeast Region Wound, Ostomy & Continence Nurses Society Annual Meeting 2014

REFERENCE #: M-LP221B

OFFICIAL PROGRAM DATES: Wednesday, 09/17/2014 - Saturday, 09/20/2013 2014 ^{pro}
 3/22/13

ANTICIPATED ATTENDANCE: 350

GUEST ROOM COMMITMENT

The Hotel agrees that it will provide, and Southeast Region Wound Ostomy and Continence Nurses Society agrees that it will be responsible for utilizing, 390 room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

Attendees

Date	Day	Deluxe Room	Total Rooms
09/17/2014	Wed	70	70
09/18/2014	Thu	170	170
09/19/2014	Fri	150	150

Start Date	End Date	Room Type	Single	Double
09/17/2014	09/20/2014	Deluxe Room	\$132.00	\$132.00

METHOD OF RESERVATIONS

Reservations for the Event will be made by individual attendees directly with Marriott reservations at 1 (800) 468-3571 or (334) 481-5000.

GUARANTEED RESERVATIONS

All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card or by Southeast Region Wound Ostomy and Continence Nurses Society. Hotel will not hold any reservations unless secured by one of the above methods.

CUTOFF DATE

Reservations by attendees must be received on or before August 27, 2014. At the Cutoff Date, Hotel will review the reservation pickup for the Event, release the unreserved rooms for general sale, and determine whether it can accept reservations based on a space- and rate-available basis at the Southeast Region Wound Ostomy and Continence Nurses Society group rate after this date.

Release of rooms for general sale following the Cutoff Date does not affect Southeast Region Wound Ostomy and Continence Nurses Society's obligation, as discussed elsewhere in this Agreement, to utilize guest rooms.

In the event rooms are still available for booking after cut-off date Hotel will allow group to make reservations into the group block at the group rate.

NO ROOM TRANSFER BY GUEST

Southeast Region Wound Ostomy and Continence Nurses Society agrees that neither Southeast Region Wound Ostomy and Continence Nurses Society nor attendees of the Event nor any intermediary shall be permitted to assign any rights or obligations under this Group Sales Agreement, or to resell or otherwise transfer to persons not associated with Southeast Region Wound Ostomy and Continence Nurses Society reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

CONCESSIONS

In consideration of the Room Night Commitment and the functions identified in the Event Agenda, Hotel will provide the following special concessions:

- ✦ The hotel will provide complimentary risers and podiums; easels; and water, candy, pads and pens at each seat
- ✦ Reduced meeting room rental \$900 per exhibit space per day, (Value of \$14,400)
- ✦ Complimentary rental for use of Ballroom and breakout spaces, (value of \$4,500)
- ✦ No electrical hookup charge to association, value of \$10/connection
- ✦ Complimentary use of built-in, lockable registration booth, (value of \$750)
- ✦ Quoted group rate will be offered, based on availability, to group's attendees 3 days before and 3 days after the conference dates.
- ✦ Commissionable rate of 10%
- ✦ Complimentary rooms: one (1) complimentary room night per every 40 revenue room nights actually utilized within your official Room Block by your Group, to be credited to group's master account, (value of \$1,316)
- ✦ No resort fee

- ↓ One (1) complimentary Presidential suite for up to four (4) nights. If requested for pre or post nights, it will be given at the group rate based on the availability at time of request, (value of \$6,000).
- ↓ Ten (10) Staff/Speaker Rooms at discounted rate of \$109, (value of \$200)
- ↓ 2014 Valet Parking and self-parking rates will be reduced by \$2, (value of \$3,900)
- ↓ 10% off 2014 Published Banquet Menus
- ↓ Reduced rate to \$300 per day for internet charges in all meeting spaces for the duration of the meeting, (value of \$2,100)
- ↓ No charge to patch into house sound if group uses in-house AV equipment.
- ↓ 10% off 2014 audiovisual pricing
- ↓ Designated meeting space cannot be changed without group consent.
- ↓ Twelve (12) complimentary Valet passes to be distributed by group contact, (value of \$85)
- ↓ One (1) 2-day, 1-night stay Gift Certificate to be given for give away during Conference, (value of \$189)
- ↓ Up to twelve (12) 10 am (earliest) early check in and twelve (12) 2 pm (latest) late checkouts based on availability, at no charge. Group will designate these attendees.
- ↓ Complimentary Internet link to a customized online hotel reservation page for our conference, plus complimentary toll-free telephone reservations.
- ↓ The Hotel will provide two (2) One-Bedroom Executive Suites for conference co-chairs for up to four nights during the conference at the reduced staff rate of \$109, (value of \$1,120)
- ↓ 2 complimentary hotel rooms for one pre-convention site visit, (value of \$378)
- ↓ Complimentary meeting space for allied groups with their BEOs coming through group. Allied groups are responsible to sign BEO and guarantee payment. Their food and beverage to be credited against SER WOCN's F&B minimum, if related to meal functions and is using event space allocated for SER WOCN.
- ↓ Accept group packages up to seven (7) days in advance of the program dates and waive any charges for the first 500 lbs. After that, there will be a 40% discount off all package handling fees, only for packages to be charged to master account, this does not apply to vendors.
- ↓ Complimentary wired or wireless Internet in sleeping rooms, (value of \$3,880.50)
- ↓ ATTRITION: Hotel to accept up to a 20% reduction in each of the Anticipated Room Night and 10% Banquet Food and Beverage Revenue Figures, provided that group makes a written request for that reduction no later than 30 days prior to groups arrival date.
- ↓ Audit of Attendees: At SER WOCN's request, hotel will cross reference registration lists to identify rooms booked outside of the reserved Room Block.
- ↓ Unavailability of Guestrooms: Relocation Clause: In the event the Hotel cannot accommodate any member of our Group with a guaranteed reservation, the Hotel will provide the following:
 - a) An accommodation at a comparable Hotel as close as reasonably possible at no charge to the guest for the first night the guest is displaced from the Hotel;
 - b) One (1) complimentary round trip ground transportation between Hotel and the alternate Hotel for each day the guest is displaced;
 - c) One (1) phone call and necessary arrangements for the forwarding of the displaced guest's telephone messages and mail;
 - d) Offer to relocate displaced guest back to first available room. If room becomes available and the guest elects not to return to the Hotel, the Hotel will have no further obligations under this clause; and
 - e) Upon return to the Hotel, upgraded accommodations (if available) and a welcome expression from the General Manager.

ADJUSTMENTS TO CONCESSIONS

In the event of reductions in the Room Night Commitment of more than [20]%, the Hotel may adjust any concessions previously offered in this Agreement, including those concessions offered on a complimentary basis, and may also adjust the Function Space in direct proportion to the reduction in the Room Night Commitment.

MASTER ACCOUNT

Hotel must be notified in writing at least 30 days prior to arrival of the authorized signatories and the charges that are to be posted to the Master Account. Any cancellation or attrition fees will be billed to the Master Account.

METHOD OF PAYMENT

The method of payment of the Master Account will be established upon approval of Southeast Region Wound Ostomy and Continence Nurses Society's credit. If credit is approved, the outstanding balance of Southeast Region Wound Ostomy and Continence Nurses Society Master Account (less any advance deposits and exclusive of disputed charges) will be due and payable upon receipt of invoice.

Southeast Region Wound Ostomy and Continence Nurses Society will raise any disputed charge(s) within 30 days after receipt of the invoice. The Hotel will work with Southeast Region Wound Ostomy and Continence Nurses Society in resolving any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute. If payment of any invoice is not received within thirty (30) days of the date on which it was due, Hotel will impose a finance charge at the rate of the lesser of 1-1/2% per month (18% annual rate) or the maximum allowed by law on the unpaid balance commencing on the invoice date.

Southeast Region Wound Ostomy and Continence Nurses Society has indicated that it has elected to use the following form of payment:

- Cash, money order, or other guaranteed form of payment
- Credit card (We accept all major credit cards)
- Company check or Electronic Funds Transfer

Southeast Region Wound Ostomy and Continence Nurses Society may not change this form of payment.

In the event that credit is not approved, Southeast Region Wound Ostomy and Continence Nurses Society agrees to pay an advance deposit in an amount to be determined by the Hotel in its reasonable discretion, with the full amount due prior to the start of the group's event.

BILLING ARRANGEMENTS

The following billing arrangements apply:

Final Room determination will be determined on 4/6/13 during the site visit by Tracy Huey. PH 3-22-13

FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by Southeast Region Wound Ostomy and Continence Nurses Society, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

Date	Day	Start Time	End Time	Function Type	Setup	# People	Rental	Related Events	Room
09/17/2014	Wed	07:00 PM	09:00 PM	Meeting	Conference	14			Riverview I
09/18/2014	Thu	08:00 AM	04:15 PM	Meeting	Schoolroom	60			AL CDE
09/18/2014	Thu	08:00 AM	06:45 PM	Exhibits	Exhibits	225	\$900.00		MCC B&C
09/18/2014	Thu	02:00 PM	02:15 PM	Coffee Break		60			
09/18/2014	Thu	07:00 PM	09:00 PM	Dinner	Cr Rounds of 8	150			AL B
09/18/2014	Thu	07:30 PM	05:00 PM	Registration		1			Foyer CDE
09/19/2014	Fri	12:00 AM	11:59 PM	Exhibits	Exhibits	225	\$900.00	11:45 AM - Box Lunch	MCC B&C

Date	Day	Start Time	End Time	Function Type	Setup	# People	Rental	Related Events	Room
09/19/2014	Fri	06:30 AM	05:00 PM	Registration		1			Foyer CDE
09/19/2014	Fri	07:00 AM	08:15 AM	Breakfast	Cr Rounds of 8	175			AL B
09/19/2014	Fri	08:30 AM	06:00 PM	Meeting	Schoolroom	175			AL CDE
09/19/2014	Fri	10:30 AM	10:45 AM	Coffee Break		1			
09/19/2014	Fri	04:45 PM	05:00 PM	Coffee Break		1			
09/19/2014	Fri	06:30 PM	09:30 PM	Dinner	Cr Rounds of 8	175			AL B
09/20/2014	Sat	06:30 AM	12:00 PM	Registration		1			Foyer CDE
09/20/2014	Sat	08:00 AM	04:30 PM	Meeting	Schoolroom	175			AL CDE
09/20/2014	Sat	10:00 AM	10:15 AM	Coffee Break		1			

All meeting room, food and beverage, and related services are subject to applicable taxes currently 12.5% and service charge currently 22% in effect on the date(s) of the event.

FACILITY SERVICE FEES

Based on Southeast Region Wound Ostomy and Continence Nurses Society's requirements, Hotel's function space fees would be \$1,800. Based upon the Room Night Commitment and the functions identified on the Function Information Agenda/Event Agenda outlined in this Agreement.

ROOMS ATTRITION

Hotel is relying upon Southeast Region Wound Ostomy and Continence Nurses Society's use of the Room Night Commitment. Southeast Region Wound Ostomy and Continence Nurses Society agrees that a loss will be incurred by Hotel if Southeast Region Wound Ostomy and Continence Nurses Society's actual usage is less than [80%] of the Room Night Commitment.

If Southeast Region Wound Ostomy and Continence Nurses Society's actual usage is less than [80%] of the Room Night Commitment, Southeast Region Wound Ostomy and Continence Nurses Society agrees to pay, as liquidated damages and not as a penalty, the difference between [80%] of the Room Night Commitment and Southeast Region Wound Ostomy and Continence Nurses Society's actual usage, multiplied by the average group room rate, plus applicable taxes.

FOOD AND BEVERAGE ATTRITION/CANCELLATION

Southeast Region Wound Ostomy and Continence Nurses Society agrees that it will provide Hotel total Event food and beverage revenue of \$ [30,000], exclusive of taxes and service charges ("Agreed Event F&B Revenue"), subject to change(s) by Southeast Region Wound Ostomy and Continence Nurses Society no later than 72 hours prior to each function of the Event. Southeast Region Wound Ostomy and Continence Nurses Society shall provide Hotel with 3 business days advance notice of the date(s), time(s), and number of covers with respect to each function it wishes to schedule for the Event. Southeast Region Wound Ostomy and Continence Nurses Society shall provide Hotel this information no later than 72 hours prior to the scheduled time for each such function. The net number of covers resulting from this notice shall be referred to herein as a "Guaranteed Function".

If Southeast Region Wound Ostomy and Continence Nurses Society's actual usage is less than \$30,000 Food and Beverage, Southeast Region Wound Ostomy and Continence Nurses Society agrees to pay, as liquidated damages and not as a penalty, the difference between [90%] of the Food and Beverage and Southeast Region Wound Ostomy and Continence Nurses Society's actual usage.

CANCELLATION

Southeast Region Wound Ostomy and Continence Nurses Society acknowledges that if it cancels or otherwise essentially abandons its planned use of the Room Night Commitment (a "Cancellation"), this action would constitute a breach of Southeast Region Wound Ostomy and Continence Nurses Society's obligation to Hotel and Hotel would be harmed. Because Hotel's harm (and Southeast Region Wound Ostomy and Continence Nurses Society's obligation to compensate Hotel for that harm) is likely to increase if there is a delay in notifying Hotel of any Cancellation, Southeast Region Wound Ostomy and Continence Nurses Society agrees to notify Hotel, in writing, within five (5) business days of any decision to Cancel. In addition, if a Cancellation occurs, the parties agree that:

Date of decision to cancel	Amount of liquidated damages due
Date of agreement to 365 days prior	10% of total room nights and catering revenue
From 270 days to 364 days prior	25% of total room nights and catering revenue
From 180 days to 269 days prior	50% of total room nights and catering revenue
From 31 days to 179 days prior	75% of total room nights and catering revenue
From 30 days to date of arrival	100% of total room nights and catering revenue

IMPOSSIBILITY

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, government regulations, disaster, strikes (except those involving the employees or agents of the party seeking the protection of this clause), civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible to provide or use the Hotel facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical – but in no event longer than ten (10) days – after learning of such basis.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or Southeast Region Wound Ostomy and Continence Nurses Society will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

LITIGATION EXPENSES

The parties agree that, in the event litigation relating to this Agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorneys' fees.

LIQUOR LICENSE

Southeast Region Wound Ostomy and Continence Nurses Society understands that Hotel's liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are under age.

REWARDS PROGRAM - REWARDING EVENTS

Approximately (10) business days after the conclusion of the Event (provided that the Event is not cancelled and Southeast Region Wound Ostomy and Continence Nurses Society has otherwise complied with the material terms and conditions of this Agreement), the Hotel will either award Points or submit an award for airline miles to the Member(s) identified below:

Rewarding Events does not apply to Events booked by or on behalf of any governmental entity, including any federal, state or local agency or any other governmental body, and hotels may not award Points or airline miles to a government employee (or an intermediary booking on behalf of a governmental entity) in connection with the Rewarding Events

program or otherwise in connection with planning, scheduling or contracting for an Event.

CHECK ONE OPTION BELOW:

Award Points to the Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement)
Member Name Patricia A. Haberer
Rewards Program Member Number 722 524766

Award Airline Miles to the Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement)
Member Name _____
Rewards Program Member Number _____
Airline frequent flier account number _____
Name of airline _____

Decline to Award Points or Airline Miles. The Contact and the Authorized Signer of this Agreement elect not to receive (and hereby waive the right to receive) an award of Points or airline miles in connection with the Event.

The number of Points or airline miles to be awarded shall be determined pursuant to the Rewards Program Terms and Conditions, as in effect at the time of award. The Rewards Program Terms and Conditions are available on-line at marriottrewards.com, and may be changed at the sole discretion of the Rewards Program at any time and without notice.

The individual(s) identified above to receive either Points or airline miles may not be changed without such individual(s)' prior written consent. By inserting the airline mileage account information, the recipient elects to receive airline miles rather than Points. All Rewards Program Terms and Conditions apply.

ACCEPTANCE

When presented by the Hotel to Southeast Region Wound Ostomy and Continence Nurses Society, this document is an invitation by the Hotel to Southeast Region Wound Ostomy and Continence Nurses Society to make an offer. Upon signature by Southeast Region Wound Ostomy and Continence Nurses Society, this document will be an offer by Southeast Region Wound Ostomy and Continence Nurses Society. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies Southeast Region Wound Ostomy and Continence Nurses Society at any time prior to Southeast Region Wound Ostomy and Continence Nurses Society's execution of this document, the outlined format and dates will be held by the Hotel for Southeast Region Wound Ostomy and Continence Nurses Society on a first-option basis until April 2, 2012. If Southeast Region Wound Ostomy and Continence Nurses Society cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at the Hotel's option, the arrangements will be released, in which case neither party will have any further obligations.

2013 psw 3/22/13

Upon signature by both parties, Southeast Region Wound Ostomy and Continence Nurses Society and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

SIGNATURES

Approved and authorized by Southeast Region Wound Ostomy and Continence Nurses Society.

Name: (Print) Patricia Haberer
Title: (Print) President - SER WOCN

Signature: Patricia Haberer

3/22/13

Approved and authorized by Hotel:

Name: (Print) Angela Howell

Title: (Print) Sales Manager

Signature: 

Date: 4.8.13