

Holiday Inn®

WORLD'S FAIR PARK

Sales Agreement

Wound Ostomy & Continence Nurses Society	December 8, 2015 - Revised
2017 Annual Fall Regional Meeting	Holiday Inn World's Fair Park
Ms. Martha Davidson	Robin Holbrook
36181 East Lake Road, Suite 376 Palm Harbor FL 34685	525 Henley Street Knoxville, TN 37902
Planning Contact: Angela Howell (205)212-0062	(865) 934-3288
events@serwocn.org	rholbrook@hiknoxdwtn.com

The Holiday Inn World's Fair Park (herein referred to as "Hotel,") and "Wound Ostomy & Continence Nurses Society" (herein referred to as "Group,") hereby agree that the number and type of rooms herein shall be held for the Group at the rates set forth below, pursuant to this agreement.

Guest Room Accommodations:

2017	Tue 09/26/17	Wed 09/27/17	Thu 09/28/17	Fri 09/29/17	Sat 09/30/17
Run of House	5	60	160	126	60

Room Rates:

Room	Single Rate	Double Rate
Run of House	130.00	130.00

All room rates are net and are subject to state, city and county taxes, which are currently 17.25%. These taxes are subject to change without notice. The Hotel cannot and does not guarantee room types, location, or adjoining rooms due to room availability. The rate is for standard accommodations with a king size or two double beds. The rate does not include any meals. Note: This rate is not eligible for the Holiday Inn 'Kids Eat Free™' program.

Rates do not include rebate, however, include 10% commission, payable within 30 days of departure. IATA number must be provided to secure commission.

Reservation Method:

The primary method of making reservations by the Group shall be: Individual

All individual reservations and/or rooming lists must be received by the cutoff date of Sunday, August 27, 2017. After this date, all rooms in the block not reserved will be released and reservations will be taken based on space and rate availability. Reservations submitted by rooming list must be received prior to this cutoff date.

Payment Procedure for Guest Rooms:

The payment method for guest rooms shall be:

Attendees: Individual to pay own expenses

Staff / VIP: Charges may be applied to a master account, indicated by rooming list

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All guestrooms are guaranteed for late arrival for individuals making reservations by credit card or by advance deposit. Cancellation of an individual's reservation must be made at least 72 hours prior to arrival to avoid a charge of the first night's room and tax.

No-shows will forfeit the full room revenue for the dates of the reservation.

Guest Room Attrition:

If the event occurs at the Hotel and Group does not use the entire room block reserved by this contract as defined by the Guest Room Accommodations, Group agrees that Hotel may suffer damages which would be difficult to determine. Damages for lack of performance will be based on a minimum commitment of 80% of the Group's Guest Room Accommodation commitment.

Should reductions exceed this amount, a charge will be posted to the master account for unsold room nights of the Group's total room block based on the Group rate.

Cut-off:

The reservation cut-off date for the Group is 11:59PM on Sunday, August 27, 2017. On this date, the rooms that have not been reserved will be returned to the Hotel's general inventory.

Check-in/Checkout:

The Hotel check-in time is 3:00PM and the Hotel checkout time is 12:00PM.

Priority Club:

The benefits of the Priority Club Meeting Rewards program include: 3 points for every dollar spent, the opportunity for free sleeping room nights, the ability to earn Elite status more quickly, and Priority Club points never expire. Please provide IHG Reward Club Number or ask how you may join.

Martha Dandson
Name

540478481
IHG Reward Number

Cancellation Clause:

Cancellation by Group or Hotel: If either party cancels this meeting for any other reason other than breach, or as allowed in the contract, the parties agree that the damages suffered would be difficult to determine. The parties therefore agree that the following will be due by the canceling party as liquidated damages, based on the date written notice of cancellation is received:

Date of Signing to 180 days prior to arrival	25% of estimated revenue
179 days to 90 days prior to arrival	50% of estimated revenue
89 days to 60 days prior to arrival	75% of estimated revenue
59 days to date of arrival	100% of estimated revenue

Force Majeure:

The performance of this Contract by either party is subject to Acts of God, war within the continental USA, governmental authority including Homeland Security at "red" status at any time 30 days prior to guestroom arrival date, disaster, strikes (exception: Hotel may not terminate this contract for situations involving the Hotel's employees), civil disorder within twenty (20) miles of the Hotel, curtailment of transportation facilities (preventing

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at least 50% or more of the Group's attendees from attending), or any other emergency making it illegal or impossible to provide the facilities or to hold the meeting. This contract may be terminated without a cancellation

charge for any of the above reasons by written notice from one party to the other. The Hotel shall refund all deposits and/or prepayments made by the Group within five (5) days of the notice of termination.

Payment:

Payment to the Hotel can be handled by check, credit card, or direct bill (pending approval).

Please select payment method:

Credit Card Authorization

Direct Bill (Pending Approval)

Deposit/Check

For direct bill, a completed direct bill form must be submitted upon acceptance/return of this contract. Direct Bill applications must be requested and returned 45 days prior to arrival date.

For credit card, a completed credit card authorization form must be submitted upon acceptance/return of this contract.

For Check, a 25% deposit is required upon acceptance/return of this contract. Additional payments may be made prior to the event and final payment is required by check or credit card, no later than 7 days prior to arrival. An additional balance may be due for consumption items or authorized guarantee increases.

Parking:

Ample complimentary parking is available in our on-site complex for hotel guests.

Non-Hotel guests will be charged the prevailing parking rate, currently \$10.00 per space per day.

If a motor coach is parked in the one available motor coach space at the Hotel, there is a \$25.00 per day charge. The Hotel's parking rates are subject to change.

30 Complimentary parking passes will be provided to organizer to distribute to day parkers. Passes are valid for the duration of the conference.

Shipping Procedures:

For shipment of literature or other items to be used at the Group's meeting, please address all cartons and envelopes as follows:

Holiday Inn World's Fair Park

525 Hanley Street

Knoxville, TN 37902

Hold For: Wound Ostomy & Continence Nurses Society

The Hotel does not accept COD packages. Individuals are responsible for making arrangements for the return of materials. There will be a \$7.00 per day, per box storage charge that will be billed to the master account. In the event the Group needs the Hotel to ship a package of less than 15 pounds, there will be a \$5.00 service charge. It is the Group's responsibility to inform all attendees of these guidelines. The Hotel does not accept any liability for equipment, goods or displays, which are shipped to or from the Hotel. The Group is responsible for insuring its property for loss or damage.

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Indemnification and Hold Harmless:

The Group agrees to defend, indemnify and hold harmless the Hotel from and against all claims, actions, causes of action or liabilities, including reasonable attorney's fees, and costs arising from the defense of any claim, action, cause of action or liabilities arising out of or resulting from any act taken or committed by the Group pursuant to the performance of its obligations hereunder.

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 contract, including (I) the readily achievable removal of physical barriers to access to the meeting rooms (e.g. speaker's platform and public address systems), sleeping rooms and common areas (e.g. restaurants, rest rooms, and public telephones); (II) the provision of auxiliary aides and services when necessary to ensure that no disabled individual is treated differently by the Hotel than other individuals (e.g. Braille room service menus or reader); 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 procedure 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 in writing. Mutual Cooperation in Identifying Special Needs - The Group shall attempt to identify in advance any special needs of disabled registrants, faculty and guests requiring accommodation by the Hotel and will notify the Hotel in writing of such needs for accommodation 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 the ADA. The Hotel shall notify the Group in writing 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 the ADA.

Attorney's Fees and Expenses:

If the Hotel shall incur any cost or expense, including reasonable attorney's fees, in connection with this agreement, whether with regard to collection of amounts due, defense of the Hotel, or otherwise, upon demand by the Hotel, the Group shall pay the same or shall reimburse the Hotel for the same.

Choice of Law:

This agreement shall be construed and enforced according to the laws of the State of Tennessee.

Severability:

In the event any one or more of the provisions contained in this agreement should be held invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

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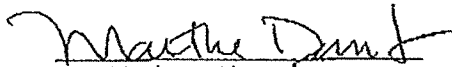
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Additional Group Concessions

- ❖ Three (3) Complimentary Suite for duration of the blocked dates, as needed
- ❖ Ten (10) Staff Rooms (concierge access) at \$89.00 for duration of the blocked dates (shoulder dates, based on availability) – (Rooming list required)
- ❖ Complimentary Parking for in-house guests
- ❖ One (1) 2-night gift certificate to include breakfast
- ❖ 30 Complimentary Parking Passes for duration of the event
- ❖ Two (2) Complimentary Rooms for Site Visit
- ❖ 10% Commission, payable within 30 days of departure (IATA required)
- ❖ Complimentary meeting space for January 2017 Board Meeting (Dates to be determined and based upon availability)
- ❖ Fourteen (14) Standard concierge-access room upgrades at group rate for January 2017 Board Meeting
- ❖ IHG Rewards points to 540 478 481 (Martha Davidson)

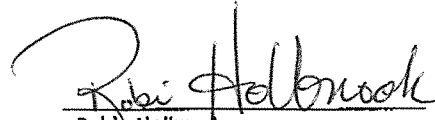
Acceptance:

If the above meets with the Group's approval, please sign below and return the original contractual agreement to the Hotel Sales Office by "December 11, 2015 ". If a signed copy of the contractual agreement and the deposit (if required) are not returned by this date, the space being held on the Group's behalf will be released. The undersigned represents that he/she is a representative authorized to sign on behalf of the Group and to enter into this contractual agreement, confirming the agreement to the above conditions, terms and policies of the Hotel.


Ms. Martha Davidson

Wound Ostomy & Continence
Nurses Society

Date: 12-29-15


Robin Holbrook
Director of Sales
Holiday Inn World's Fair Park

Date: 12-30-15