



CONTRACT

February 1, 2004
Revised
Tentative

GROUP NAME: Sembach Military Reunion

CONTACT: Dina & Associates

ADDRESS:
San Antonio, Texas 78227

PHONE: 210-273-9082

FAX:

GUESTROOMS

	Thu 10/07/04	Fri 10/08/04	Sat 10/09/04	Sun 10/10/04
Run of House	50	50	50	50

RATES

Room	Single Rate	Double Rate	Triple Rate	Quad Rate
Run of House	\$89.00	\$89.00	\$89.00	\$89.00

Rates are net, non-commissionable and do not include the current occupancy tax, which is 16.75% and is subject to change.

Group rate will be extended two days before and two days after conference dates subject to availability.

The rates quoted are special **group discount** rates and do not apply to any current or future promotions or specials that may be offered to **individual travelers**. The client is responsible for advising conference attendees of this policy.

Initials/Date

RESERVATION PROCEDURES

It is our understanding that reservations are to be made on an individual basis. When calling the reservations office, please instruct your attendees to identify themselves as being with **Sembach Military Reunion**, this will ensure your attendees receive the group rate, and that your guest room block is credited. **Our toll free reservation number is (800) 288-3927.**

The Four Points by Sheraton San Antonio Riverwalk North agrees to hold your room block until **Tuesday, September 7 2004**, at that time any unsold rooms will be released and revert back to the hotel for general sale. Reservations received after the cut-off date will be on a space available basis only, at the prevailing room rate.

Any individual cancellations received less than 72 hours prior to arrival will be billed for one (1) night room and tax. It is the responsibility of **Sembach Military Reunion** to inform all attendees of our cancellation policy.

DEPOSIT POLICY

All reservation requests require a credit card guarantee or advance deposit equal to one night's room and tax. Personal checks, money orders, or valid American Express, Diner's Club, Visa, Discover, or MasterCard number and expiration date will be needed for the deposit. Deposits are non-refundable for rooms cancelled less than 72 hours prior to arrival.

BILLING POLICY

Our records indicate each individual will be responsible for his/her own room, tax and incidentals.

It is our goal to keep your master bill accurate and up to date on a daily basis. We would be pleased to have you review it with us each day. This will help to eliminate discrepancies at a later time and our Convention Services Department will contact you to establish a daily appointment.

COMPLIMENTARY AGREEMENT

The Four Points by Sheraton San Antonio Riverwalk North will provide one (1) complimentary **Hospitality Suite**. Complimentary rooms carry no cash value, and cannot be applied towards the Master Account for credit. Complimentary rooms are only valid for use during the conference dates and cannot be accrued for future use.

WELCOME RECEPTION

The hotel will provide a complimentary one-hour Fiesta reception (time to be determined) on day of arrival to include punch, chips and salsa, diced fruit, guacamole dip.

CHECK IN/CHECK OUT

Check-in time is after 3:00 PM

Check-out time is 12:00 Noon

PARKING

The current daily parking charges are as follow, and are subject to change without notice:

Self Parking \$3.00

Valet Parking \$14.00

Bus Parking \$25.00

MEETING SPACE REQUIREMENTS

NOTE: Meeting room rental and set-up fees are subject to the current state occupancy tax of 6% and is subject to change.

The daily meeting room rental has been complemented with Food & Beverage on the above scheduled food and beverage functions. However, if any food and beverage function is cancelled, full meeting room rental will apply each day.

Hotel reserves the right to re-assign meeting space as needed. Actual meeting room names will not be assigned until 90 days prior to function. The Director of Conferences Services must approve in writing any printed material used for distribution purposes.

GROUP FOOD AND BEVERAGE GUARANTEE

The Group; agrees to spend a minimum of \$_____ for banquet and meeting food and beverage over the dates of the Event ("F& B Minimum"). This F&B Minimum does not include meeting room rental, service charges, tax, labor charges, audio visual, parking, or any other miscellaneous charges incurred. Should your final count drop below the approximate number of guests listed in your Program Agenda, or cancellation occurs for one or more of your events, the Parties agree that the difference between the F&B Minimum and the actual food and beverage expenditure will be assessed to your Master Account.

AUDIO VISUAL

Presentation Services is our exclusive in-house audiovisual company. Outside purveyors are not permitted to operate in our hotel. Exceptions will be granted for groups that own audiovisual equipment (i.e. military schools, churches and other non-profit organizations).

PURCHASE ORDERS

All purchase orders must be accompanied by a completed direct bill application.

INCOMING BOX CHARGES:

There is a charge for all incoming/outgoing boxes. The charges are as follows:

- Boxes received: \$5.00 each.
- Boxes to be shipped: \$5.00 each.
- Boxes requiring pallets: \$50.00 charge per pallet.

BAGGAGE HANDLING

Porterage is \$4.00 per person, round trip.

GUEST ROOM BLOCK ATTRITION

This agreement is based in part on Group's use of 200 total room nights. However, upon written notice the reductions in you Room Block will be allowed without any liquidated payment:

DAMAGE POLICY

The customer is responsible for any damage, loss or liability incurred by the Hotel by any of the customer's guests or any persons or organizations contracted by the customer to provide any services or goods, during or after the function. The customer agrees to pay Hotel for any damages incurred within fifteen (15) days after departure from the Hotel.

SECURITY

Your organization acknowledges that the Four Points by Sheraton Riverwalk North cannot be responsible for the safe keeping of equipment, supplies, written material or other valuable items left in the function rooms. Accordingly, you acknowledge that it will be your responsibility to provide security of any such aforementioned items and hereby assumes the responsibility for loss thereof.

GOVERNING LAW / VENUE

This Agreement shall be governed by the laws of the State of Texas as to all matters, including but not limited to matters of validity, construction, performance and remedies. Any suit or action arising out of or relating to this Agreement shall be brought in the State of Texas and the Parties agree that venue shall be San Antonio, Texas, and your hereby waive any and all objections to jurisdiction or venue.

INDEMNITY

Sembach Military Reunion agrees to indemnify, defend, and hold harmless the Four Points by Sheraton Riverwalk North and the Summit Management Corporation, its general partner (collectively "Hotel Parties") and their respective subsidiaries, affiliates, officers, owners, agents, employees, parents, insurers, successors, or assigns from and against all loss, claims, demands, causes of action, liabilities, expenses, including reasonable attorney's fees and costs arising from any claim arising out of or resulting from, in whole or in part, (a) any breach of this Agreement by Group; or (b) any omission or act taken or committed by Group and Group's employees, contractors, subcontractors, vendors, guests and attendees.

FORCE MAJEURE

The performance of this Agreement by either party is subject to acts of God, government authority, disaster, strikes, civil disorder, or other emergencies, any of which making it illegal or impossible to provide the facilities and/or services for you meeting. It is provided that this Agreement may be terminated for any one or more of such reasons by written notice from one party to the other without liability.

ARBITRATION

Any controversy or claim arising out of or related to cancellation of this contract, for the sole purpose of holding said convention/meeting at another location or facility, shall be settled by arbitration in accordance with the American Arbitration Association. Judgment upon the award by the arbitration(s) may be entered in any court having jurisdiction thereof.

CHANGES

Any changes, modifications, deletions or additions are not valid until counter-signed by the Director of Sales and Marketing at Four Points by Sheraton Riverwalk North. Any changes may impact other areas of the agreement and modify the existing contract.

SUMMARY

The hotel reserves the right to review your history at any time. Should there be a substantial decline in rooms used, room flow or planned food and beverage function from that outlined in this contract, we will renegotiate your group rate and meeting room rental policy to compensate the hotel for the loss of revenue. We agree to negotiate, in good faith, promptly and mutually acceptable increases without affecting the other conditions of this contract.

ACCEPTANCE

We will hold these dates until **Tuesday, February 3, 2004** at which time we require a signed copy of this agreement. If a signed agreement has not been received by this

date, the hotel reserves the right to release space and guestrooms for sale. In the event that we have a definite request for this space prior to your option date we will contact you.

If these arrangements meet with your approval, please sign and return the originals, and any attachments to my attention by **Tuesday, February 3, 2004**. An acceptance shall occur when both parties are in possession of an original agreement and attachments, if any, or confirmed copies signed by the other party. If either party uses a fax transmittal, then a confirmed fax copy shall be treated as an original. For record keeping purposes only, the parties shall subsequently exchange signed copies of the agreement and attachment(s). If any in duplicate original so that each party shall have a signed document, either of which shall be deemed an original.

This contractual agreement becomes effective at the time the Director of Sales/Marketing counter signs this document.

Sincerely,

Daniel Pereida
Sales Manager

APPROVED BY:

Dina & Associates
Sembach Military Reunion

Deborah McNabb
Director of Sales & Marketing

FOUR POINTS BY SHERATON SAN ANTONIO RIVERWALK NORTH
110 LEXINGTON AVENUE
SAN ANTONIO, TX 78205
PHONE: 210-223-9461 FAX: 210-223-4520

THE FOUR POINTS HOTEL BY SHERATON RIVERWALK NORTH IS INDEPENDENTLY OWNED BY PREFERRED RIVERWALK, LP AND OPERATED BY STERLING HOSPITALITY, INC UNDER A LICENSE ISSUED BY THE SHERATON CORPORATION

Initials/Date