

Where Youth Stay at the Center of It All

Monday, October 25, 2010

Mr. Mike Uyama **Speed Demos Archives** 4413 S. 8th Street Arlington, VA 22204

Dear Mr. Uyama:

The National 4-H Youth Conference Center is delighted to have your group stay with us. We look forward to providing facilities and services that lay the foundation for a productive and enjoyable stay. The enclosed Contract summarizes the current information regarding your group's event.

If you have any questions about the Group Sales Agreement (contract), please contact me at 301-961-2901. Once you have reviewed and agreed to the information provided, sign the Contract and please return it via fax at (301)961-2922 or by email at bscroggs@4HCenter.org by November 8, 2010.

After the deposit and all documents have been received in our office, your assigned Conference Service Manager will contact you to review your Group Sales Agreement and to discuss any additional arrangements.

Again, thank you for your business and the opportunity to serve you with excellence.

Sincerely,

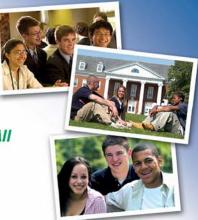
Boniene Scroggs National Sales and Marketing Manager National 4-H Conference Center

Enclosures: Group Sales Agreement (Contract) Code of Conduct Rooming List

National 4-H Youth Conference Center 7100 Connecticut Avenue Chevy Chase, Maryland 20815 • 1-800-FOUR-H-DC (1-800-368-7432) www.4HCenter.org



Where Youth Stay at the Center of It All



Group Confirmation Agreement Between

"Center":National 4-H Council, Inc. doing business as the National 4-H Youth
Conference CenterContact:Boniene Scroggs
Title:National Sales and Marketing ManagerAddress:7100 Connecticut Avenue
Chevy Chase, MD 20815Phone:301-961-2901
Fax:Solider Signal:bscroggs@4HCenter.org

and

 "Group": Speed Demos Archives
Contact: Mr. Mike Uyama Title:
Address: 4413 S. 8th Street Arlington, VA 22204
Phone: 571-521-9816
Fax: Email: mikwuyma@gmail.com
Program Name: Speed Demos Archives
Program Dates: Wednesday, January 5, 2011 - Wednesday, January 12, 2011

	Please circle one
Program Attendees – Youth (Under 18):	YES NO
	Please list your highlights or objectives here:
Program Highlights or Objectives:	

National 4-H Youth Conference Center 7100 Connecticut Avenue Chevy Chase, Maryland 20815 • 1-800-FOUR-H-DC (1-800-368-7432) www.4HCenter.org 1. <u>Program Commitments</u>: Center confirms that it will provide, and Group confirms that it will be responsible for utilizing the guest rooms, function space and food and beverage arrangements listed below, at the specified rates.

Lodging Rooms:

			-	
	Single Occupancy	Double Occupancy	Triple Occupancy	Quad Occupancy
Wed 01/05/11	1	0	0	9
Thu 01/06/11	1	0	0	9
Fri 01/07/11	1	0	0	9
Sat 01/08/11	1	0	0	9
Sun 01/09/11	1	0	0	7
Mon 01/10/11	0	0	0	7
Tue 01/11/11	0	0	0	6

Lodging Room Rates:

Single Rate	Double Rate	Triple Rate	Quad Rate
\$110.00	\$110.00	\$126.00	\$132.00

Estimated Lodging Total: \$7,942.00

Room rates will be charged according to rooming list (that is, by occupancy and not by room type). The Estimated Lodging Total is net, non-commissionable and exclusive of applicable state and local taxes, fees and assessments (currently 6.0% and subject to change without notice).

Attrition

Your group has committed to utilize the guestrooms as set forth in the room block listed above, this is a financial commitment of **\$7,942.00**. Your groups as agreed that they will not reduce the number of guestrooms or financial commitment, due to lack of participation, by more than 10% or an amount equal to **\$794.20**. Should your group need to reduce its financial commitment by 10% you must provide written notice to Center before the cut-off date of December 3, 2010. After the cut-off date, the Guest Room Commitment as set forth above or as modified in writing by the parties, is considered a financial commitment and is not subject to further reduction.

Function Space and Food & Beverage Arrangements:

Date	Start Time	End Time	Function	Agr	Est Food	Est. Rental
01/05/2011	8:00 AM	12:00 AM	General Session	40		\$200.00
01/05/2011	8:00 AM	12:00 AM	Break Out Session	10		\$100.00
0.1.10.0.10.0.1.1	0.00.414	40.00.414		10		\$ 000.00
01/06/2011	8:00 AM	12:00 AM	General Session	40		\$200.00
01/06/2011	8:00 AM	12:00 AM	Break Out Session	10		\$100.00
01/07/2011	8:00 AM	12:00 AM	General	40		\$200.00
01/01/2011	0.007.00	12.007.00	Session	10		¢200.00
01/07/2011	8:00 AM	12:00 AM	Break Out Session	10		\$100.00
01/08/2011	8:00 AM	12:00 AM	General Session	40		\$200.00
01/08/2011	8:00 AM	12:00 AM	Break Out Session	10		\$100.00
01/09/2011	8:00 AM	12:00 AM	General Session	40		\$200.00
01/09/2011	8:00 AM	12:00 AM	Break Out Session	10		\$100.00

01/10/2011	8:00 AM	12:00 AM	General Session	40	\$200.00
01/10/2011	8:00 AM	12:00 AM	Break Out Session	10	\$100.00
01/11/2011	8:00 AM	12:00 AM	General Session	40	\$200.00
01/05/2011	8:00 AM	12:00 AM	Wired Internet and Set-up	1	\$400.00
01/11/2011			•		

Estimated Function Space total: \$2,000.00 Estimated Food total: \$ No food has been added at this time Estimated AV and Miscelaneous total: \$400.00

Groups less than 25 people will be subject to alternative meal options. While we will try to honor requests for specific meeting rooms, specific meeting rooms cannot be guaranteed and are subject to change based upon availability. The Estimated Function Space and Food & Beverage Total is net, non-commissionable and exclusive of applicable state and local taxes, fees and assessments (currently 6.0% and subject to change without notice).

<u>Attrition</u>

Your group has committed to utilize the function space and meals as set forth in the block listed above, this is a financial commitment of **\$2,400.00** Your groups as agreed that they will not reduce the number of function space and meals or financial commitment, due to lack of participation, by more than 10% or an amount equal to **\$240.00**. Should your group need to reduce its financial commitment by 10% you must provide written notice to Center before the cut-off date of December 3, 2010. After the cut-off date, the Function Space and Meals financial commitment as set forth above or as modified in writing by the parties, is considered a financial commitment and is not subject to further reduction.

2. Payment:

a. Payment Schedule:

Estimated Cost for your program is: \$10,342.00 applicable Maryland sales tax is: \$620.52 (currently 6% and subject to change without notice)

Total Estimated Cost: \$10,962.52

To confirm the above arrangements, please return a signed copy of this Confirmation Agreement, together with a non-refundable deposit equal to 25% of the total estimated cost, no later than November 8, 2010. The balance of the total estimated cost must be received by Center at least thirty (30) days prior to the start of your program.

Deposit Type	Due Date	Amount Due
Initial Deposit	11/08/2010	\$2,740.63
Final Deposit	12/03/2010	\$8,221.89

b. <u>Method of Pa</u>	ayment: Please check as appropriate and provide requested information:
	CHECK/MONEY ORDER made payable to NATIONAL 4-H COUNCIL
	CREDIT CARD (We accept only Visa, MasterCard, American Express and Discover)
	Card Number:
	Card Expiration date://
	Name on card (please print):
	Signature of cardholder:

Please include booking ID on all correspondence: Booking #12680.

c. <u>Payment Terms</u>: In addition to the charges set forth above, you will also be responsible for any additional services or items ordered by your authorized representative(s) during your stay. If you plan to issue a purchase order in addition to this Agreement, it must be made based on the total estimated cost as set forth above. Any dispute with respect to the final invoice must be submitted in writing within 10 days after issuance thereof. Should any undisputed balance remain unpaid, a late payment charge equal to 1½% of the outstanding balance (or the maximum permitted by applicable law) will be assessed on a monthly basis. You are responsible for all costs of collection, including reasonable attorney's fees.

3. <u>Method of Reservations</u>: Lodging rooms and function space will be reserved by Center pursuant to a rooming list and a function space confirmation that you must furnish to Center no later than December 6, 2010 (30) days prior to the start of the event. If you fail to provide the rooming list and/or the function space confirmation by such date, a late fee of \$100 for the first week and \$50 for each week thereafter may be assessed. Any change made to the rooming list or the function space confirmation less than seven (7) days before arrival or at the time of arrival may be subject to a \$50 rush fee in addition to the cost resulting from any such change. After submission of the rooming list and/or function space confirmation, additional lodging rooms or function space may be available but only on a space-available basis at the then prevailing rate.

Check-in time is 3 p.m. and check out time is 11:00 a.m.

4. Use of Facilities and Services:

a. <u>Food & Beverage Services</u>: All food and beverages consumed on the premises must be provided by Center. Center has a <u>ZERO</u> tolerance policy relative to the consumption and/or possession of alcoholic beverages on the premises.

b. <u>Audio/Visual Services</u>: All audio/visual and communications equipment and services at Center must be provided or approved by Center's Conference Services Staff. Audio/visual and communications equipment are available for rent, with technician services provided for an additional charge. Guests are not permitted to use any audio/visual or communications equipment on campus (except laptop computers) unless pre-approved. Center reserves the right to withhold approval of any such equipment, services or service provider in its discretion and you agree (i) not to use any such equipment, services or service provider without the express written permission of Center, (ii) to pay to Center a fee of \$250 to defray its costs in evaluating and/or assisting with such equipment, services or service provider, and (iii) to submit any such request in writing at least 30 days prior to the start of your event.

c. <u>Program Materials Storage</u>: Program materials received at Center more than 3 days prior to or remaining more than 3 days after conclusion of your program will be assessed a storage fee of \$20 per box per day, plus any applicable Maryland sales and use tax.

d. <u>Code of Conduct</u>: Any access to or use of Center's facilities is conditioned upon your agreement to abide by the terms of Center's Code of Conduct, a copy of which is attached hereto and which must be signed and returned to Center when you sign and return this Confirmation Agreement. By signing, you are also agreeing to use your best efforts to cause your guests and invitees to abide by Center's Code of Conduct while on Center's property, and, if you represent a group, to cause the members of your group to abide by Center's Code of Conduct while on Center's property. It is recommended that youth groups have at least one (1) chaperone per ten (10) youths.

e. <u>Sharing of Lodging Rooms</u>: Council's policies prohibit adults (18 and older) from sharing a lodging room with youth (except immediate family members) unless Center is provided a notarized letter from the youth's parent or legal guardian granting permission for a designated adult to stay in the youth's room.

f. <u>Access to Center and its Facilities</u>: For the safety and security of Center's guests, and in order to preserve and protect Center's youth-focused mission,

(i) You must provide written notice to Council at least seven (7) days prior to the start of your program if you will have guests or invitees (not members of your group) attending your program or if you expect the press or representatives of the media to be in attendance, and you must furnish to Council at the same time a list of such guests, invitees and/or press/media representatives;

(ii) All guests, invitees, press etc. must report to the front desk and sign-in before being admitted to a program on campus;

(iii) All members of a group must wear name badges while on campus; and

(iv) Center, in its sole discretion, reserves the right to limit or deny access to National 4-H Youth Conference Center facilities and to regulate, limit or prohibit the use or public display or dissemination of the 4-H Name and Emblem, the name "National 4-H Council" or "National 4-H Youth Conference Center," or other 4-H identifiers. Such restrictions may include, but are not limited to, the posting of photographs with the 4-H Name and Emblem or Council's or Center's name on the Internet or the public distribution by any means of information that suggests Center's endorsement of the purpose or mission of any Center guest. Any such use (whether or not permitted by Center) shall not constitute an endorsement by Council or Center of that guest's mission, purpose or message.

5. <u>Cancellation</u>: If you cancel your program for any reason after this Agreement has been signed by both parties, Center will be harmed and will suffer damages. The parties acknowledge that the closer in time to the date of the program that a cancellation occurs, the less likely Center will be able to replace any or all of your business with comparable business. The parties further acknowledge that in such case it will be very difficult to determine the amount of the damages actually suffered by Center. As a result, the parties have agreed that, in the event of cancellation, you <u>Speed Demos Archives</u> will pay Center an amount based on the following scale as liquidated damages and not as a penalty:

30 days or less from event date	100% of Total Estimated Cost
6 months to 30 days from event date	90% of Total Estimated Cost
12 to 6 months from event date	50% of Total Estimated Cost
More than 12 months	25% of Total Estimated Cost

Notwithstanding the foregoing, if this event is cancelled due to an Act of God or event of force majeure, no liquidated damages will be payable and any deposit previously paid to Center may be applied to a new booking provided that the new booking is made within 30 days of cancellation and the event occurs within 6 months of this rebooking.

6. Loss or Damage: You shall at all times during the term of this Contract and thereafter indemnify, defend and hold Center, its trustees, directors, officers, employees and affiliates, harmless against all claims, proceedings, demands and liabilities of any kind whatsoever, including legal expenses and reasonable attorneys' fees, arising out of the death of or injury to any person or persons or out of any damage to property, which result in whole or in part from any acts or omissions by you or on your behalf or by your group (if applicable), its members, officers, agents or representatives and/or from any of your obligations hereunder.

All guests are expected to respect personal and public property. All costs to repair or replace damaged property will be billed to you as the party responsible for the person or persons committing the acts that result in such damage.

Anything in this Contract to the contrary notwithstanding, neither party shall be responsible for any failure of performance due to an Act of God or event of force majeure; including but not limited to war, civil unrest, strikes, labor disputes, unusually severe weather and governmental action.

7. Miscellaneous:

a. This Agreement embodies the entire understanding of the parties and supersedes all previous communications, representations or undertakings, either verbal or written, between the parties relating to the subject matter hereof.

b. No waiver, modification or addition to this Agreement shall be valid unless in writing and signed by a duly authorized representative of each of the parties.

c. Center's programs are open to all citizens without regard to race, color, gender, religion, religious creed, ancestry or national origin, age, veterans' status, sexual orientation, marital status, disability, physical or mental handicap.

d. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Maryland.

The parties have caused this Confirmation Agreement and the attached Code of Conduct to be executed by their duly authorized representatives and by doing so expressly agree to be bound thereby.

Mr. Mike Uyama Speed Demos Archives Boniene Scroggs National Sales and Marketing Manager National 4-H Youth Conference Center

Date

Date