

GROUP SALES AGREEMENT

Date Prepared: Friday, September 16, 2016 Group Contact: Mr. Mitch Grummon

Title: Business Development Manager

Organization: The Media Consortium

Address: 222 Sutter Street Suite 600 San Francisco, CA 94108

Phone: (415) 321-1718

E-mail Address: mgrummon@motherjones.com

Event Name: The Media Consortium Annual Conference TMC 2017 Event Dates: Tuesday, February 28, 2017 - Sunday, March 05, 2017

Hotel Contact: Shannon Averill

Title: Senior Sales Manager Phone: 202-879-7947 Fax: 202-879-7938

E-mail Address: saverill@wchdc.com

The Media Consortium("Group") and The Washington Court Hotel("Hotel") agree as follows:

OPTION DATE

The Hotel agrees to hold the space listed a tentative basis until Monday, September 26, 2016. If this agreement is not signed by Group and Hotel by this date, the Hotel will release the space. If an alternate request is received prior to Monday, September 26, 2016, the Hotel will notify you and you will have forty-eight (48) hours from Hotel notification to return a signed contract.

GUESTROOM BLOCK

RATES

The Hotel is pleased to confirm the following rates over the designated dates:

Standard Single: \$179.00 Standard Double: \$199.00

Date	Rm Type	Rooms
02/28/2017	Standard King	5
03/01/2017	Standard King	20
03/02/2017	Standard King	40
03/03/2017	Standard King	45
03/04/2017	Standard King	15
TOTALS		125

All room rates are subject to District of Columbia 14.5% sales tax per room, per night. Such taxes are subject to change without prior notification.

Complimentary wifi in all guestrooms

Hotel Initials:

Group Initials:

GUEST ROOM MINIMUM/ROOM BLOCK ATTRITION POLICY

Hotel and Group agree to a daily 90% room attrition minimum. Should the Group fall below this daily 90% attrition minimum amount, the Group will be responsible for the difference between the minimum daily guest room nights and actualized daily guest room nights multiplied by the contracted single guest room rate, plus any applicable taxes. Rooms picked up outside the contracted dates are not applied to daily room pick up on the contracted dates.

For any day that the hotel achieves 100% occupancy during the official event dates, the Group will receive credit for full achievement of the contracted block for that day. In such a case, the Group's total pick up will be calculated by adding the difference between daily rooms contracted and actual daily room nights.

All Group members staying in the contracted block in the Hotel will be counted in the nightly pick up regardless of rate paid and/or method of reservations used. If the Hotel is sold out (hotel's total inventory minus off market and sell-last rooms) on a given night, no attrition for that night would be due.

CUT-OFF DATE

The cut-off date is Tuesday, January 31, 2017. Reservation requests received after the cut-off date will be based on availability at the Hotel's prevailing rates and will be credited to the Group's Guest Room Block.

RESERVATION METHOD

Individual Call - In

All reservations must be made individually through the Hotel's Reservations Department by calling 1-800-321-3010 by the cut-off date of Tuesday, January 31, 2017.

Group Web Link

A special code will be provided for individual reservations through the Hotel website. All reservations must be made by the cut-off date of Tuesday, January 31, 2017.

GUARANTEE POLICY

The Hotel requires deposits to guarantee all reservations. The deposit is to be equal to one night's stay. Personal checks, money orders, master account billing, or credit cards with expiration dates are acceptable. Room deposits are refundable in the event of individual room cancellations, providing notice is received 24 hours prior to the scheduled arrival date. Cancellations and changes phoned into the Hotel will receive a code number as confirmation of the notice.

No- shows or reservations cancelled within 24 hours prior to arrival will be billed for the first night and become the property of the hotel with replacement subject to availability.

GROUP ROOM BILLING METHOD

Individual pays all Charges

Individuals shall be responsible for their own room, tax, incidental charges, and any other charges not authorized by the Group to be billed to the Master Account. All charges incurred are to be paid upon checkout. The Group's Master Account is limited to charges for meeting/function room rental, food and beverage functions and other requested services.

EARLY DEPARTURES

Any individual reservations that depart before the scheduled departure date will be subject to an "Early Departure Fee" of \$75.00, which will be placed on the individual guest folio. Individuals may change their departure date at check in without penalty. This early departure fee is subject to change without written notice.

CHECK-IN/CHECK OUT

Please note that check-in time is 4:00pm and checkout is 12:00 noon. For any attendee arriving prior to 4:00pm or departing later than 12:00 noon, the Hotel provides a storage area at the bell stand.

TAX EXEMPTION

Should the Group maintain tax exemption in the District of Columbia, please provide the Hotel with a current tax exemption certificate with this signed agreement.

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RELOCATION CLAUSE

In the event the Hotel does not provide a guestroom for a guaranteed reservation, and the room is needed by the Group, the Hotel shall, at its own expense:

- 1. Secure, and pay for, comparable nearby accommodations for the nights the Hotel is not able to accommodate attendees.
- 2. Provide transportation to and from such rooms for the nights the Hotel is not able to accommodate attendees.
- 3. Provide two (2) long distance telephone calls (not to exceed 10 minutes) each day during which the rooms are not provided and guests must be housed elsewhere.

Any rooms relocated will continue to count towards the complimentary room count and commission will be honored by Hotel for alternate hotel used for such time since the Hotel was unable to accommodate attendees.

MEETING & BANQUET SPACE

The Hotel is currently holding function space based on the Meeting Agenda. This is considered to be a firm commitment by the Group and any increase or decrease to that commitment will result in a modification of room rental by the Hotel. All function and meeting space is assigned by the Hotel according to the number of persons guaranteed to attend the Group's function. The Hotel reserves the right to reassign the space listed on the Meeting Agenda to accommodate both the Group and all other groups using the Hotel's facilities during the Group's meeting. The Group agrees to promptly notify the Hotel of any changes in its function space requirements.

MEETING AGENDA

Arrival	Start Time	End Time	Function Name	Room Name	Style	Covers	Rent
03/03/2017	07:00AM	05:00PM	Breakout	Sagamore Hill	Theatre Style	50	
03/03/2017	07:00AM	05:00PM	Breakout	Ashlawn	Theatre Style	50	
03/03/2017	07:00AM	05:00PM	General Session	Executive	Rounds of 10	100	\$550.00
03/04/2017	07:00AM	05:00PM	Breakout	Sagamore Hill	Theatre Style	50	
03/04/2017	07:00AM	05:00PM	Breakout	Ashlawn	Theatre Style	50	
03/04/2017	07:00AM	05:00PM	General Session	Executive	Rounds of 10	100	\$550.00

All fees for meeting and function space are subject to applicable taxes and service charge.

FOOD AND BEVERAGE MINIMUMS

Group agrees to provide a minimum of \$5,000 in banquet food and beverage revenue (excluding tax and service charge). Should the Group's banquet food and beverage revenue fall below this amount, the Group will be responsible for the difference between the minimum banquet food and beverage revenue and the actualized food and beverage revenue. This amount will be placed on the Group's Master Account.

All banquet food and beverage arrangements must be made through the Hotel. Only food and beverage purchased from the Hotel may be served on Hotel property. The Hotel reserves the right to cease service of alcoholic beverages in the event that persons under the mandated age limit are present at the function and attempt to receive service of alcoholic beverages. Hotel further reserves the right to deny alcoholic beverage service to guests who appear to be intoxicated.

Should the meeting require space for exhibits, tabletops are \$50.00 each, exclusive of labor, storage, and electrical charges. If the exhibit requires that the hotel receive large boxes, crates, exhibit booths, or an excessive number of boxes, an outside vendor or drayage company must be used to handle and coordinate these requirements.

MEETING ROOM RENTAL

Total meeting room rental will be \$1,100.00

CATERING/CONVENTION SERVICES

As the program draws closer, a Hotel Catering/Convention Services Manager will be in contact to assist in coordinating and finalizing all aspects of this event. Billing instructions, catering functions, reservations and conference requirements will be discussed at that time. The details of the event program requirements should be communicated no less than three months prior to applyal.

Hotel Initials:	
Group Initials:	Mb

SIGNS, BANNERS, AND DISPLAYS

No signs, banners or displays shall be erected or displayed in any part of the Hotel without the approval of the Catering/Convention Services Manager. It is further agreed that no signs, banners and displays shall be affixed to any part of the Hotel.

PORTERAGE GRATUITIES

Currently, porterage gratuities are \$8.50 per room round trip for group arrival of 5 individuals or more.

DELIVERIES

Delivery of packages or other items should arrive no more than 3-5 days prior to your function. Due to the volume of packages handled, please notify your Catering/Convention Services Manager prior to all deliveries. All packages should be addressed to:

The Washington Court Hotel on Capitol Hill Catering/Convention Services Department 525 New Jersey Avenue, NW Washington, DC 20001

The Hotel bell staff is available to assist with any incoming/outgoing packages to the Hotel by attendees. There is a \$4.50 per package service charge that will be applied to the appropriate folio. If you need return shipping, arrangements should be made directly with the Concierge Department.

CREDIT ARRANGEMENTS CREDIT CARD PAYMENT

Please complete the enclosed credit card authorization form and return it with the signed definite contract. Credit Card authorization form must be received 30 days prior to the arrival date to ensure Hotel Accounting has enough time to check authorization. If the credit card on file is not approved, it is agreed that the entire estimated bill is to be pre-paid via certified check two (2) days prior to arrival. If the credit card is approved the card will be charged on departure.

CANCELLATION POLICY

If arrangements for this meeting are cancelled in full, a cancellation fee will be charged. This consists of a percentage of total anticipated revenue based on arrangements of guest rooms, function space, and food and beverage requirements reserved at the time of cancellation.

The fee is determined by the time between cancellation and scheduled arrival as follows:

Cancellation within 30 days of arrival \$31,719.38 (100% of anticipated revenue)
Cancellation from 31 days through 180 days prior to arrival
Cancellation from 181days through signature of contract \$19,031.62 (60% of anticipated revenue)

RIGHTS OF TERMINATION FOR CAUSE

Except as otherwise provided in this Agreement, neither party shall have the right to terminate their obligations under this Agreement. Either party may terminate this Agreement for any one or more of such reasons upon written notice to the other party within five (5) days of such occurrence or receipt of notice of any of the following occurrences. This Agreement is, however, subject to termination for cause without liability to the terminating party, under any of the following conditions:

- a. The parties' performance under this Agreement is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other emergency of a comparable nature beyond the parties' control, making it impossible, illegal or which materially affects a party's ability to perform its obligations under this Agreement.
- b. In the event that either party shall make a voluntary or involuntary assignment for the benefit of creditors or enter into bankruptcy proceedings prior to the date of the Group's meeting, the other party shall have the right to cancel this Agreement without liability upon written notice to the other.

C.	In the event of termination by the Hotel under this section, the H	Iotel shall refund all deposits and/or predayments made by
the Grou	p within five (5) days of the notice of termination.	. /bl

Hotel Initials:

INDEMNIFICATION AND HOLD HARMLESS

Both parties agrees to defend, indemnify and hold harmless each other from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees, arising out of or resulting from any act undertaken or committed by that party pursuant to the performance of its obligations under this Agreement. Both parties agree to defend, indemnify and hold harmless the other party from any liability resulting from any claim, action or cause of action, which may be asserted by third parties arising out of the parties performance pursuant to this Agreement, except for those actions or liabilities which are due to the misconduct or negligence of the other party.

AMERICANS WITH DISABILITIES ACT

The Hotel warrants that the Hotel complies with all requirements of the Americans with Disabilities Act, its regulations and guidelines. The Hotel agrees to provide accessible and usable meeting, guestrooms common areas and facilities in accordance with this act.

Mutual Cooperation in Identifying Special Needs - The Group shall identify in advance any special needs of disabled registrants, faculty and guests requiring accommodation by the Hotel and will notify the Hotel of such needs for accommodation in writing 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 ADA. The Hotel shall notify the Group 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 ADA.

FIRE SAFETY ACT

The Hotel warrants that it is in compliance with the Fire Safety Act of 1990.

CHANGES / NOTICE

Any changes to these terms must be made in writing and signed by both parties to be effective. Any modifications, additions or corrective lining out made on this Agreement will not be binding unless such modifications have been signed or initialed by both parties. Any notice hereunder shall be given to the individuals listed on the first page of this Agreement at the addresses set forth herein. Notice must be given through certified or registered mail, return receipt requested, overnight delivery, with a signature signifying receipt, or by facsimile in order to be effective under this agreement and shall be deemed delivered upon receipt.

DAMAGES

Neither party shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, even if such party has knowledge of the possibility of such damages.

BINDING AGREEMENT

The Hotel and the Group agrees to all aforementioned terms. Any changes to these terms must be made in writing and signed by both parties to be effective. All prior agreements, verbal or written, are no longer effective once this Agreement is signed by the parties.

SIGNATURES

This signature page may be signed by the parties and sent by electronic transmission (facsimile) and shall be acceptable to the Hotel to hold the space.

When signed by representatives of both parties, this Agreement constitutes a binding agreement between the Group and the Hotel.

By the Group's Authorized Representative	By the Hotel's Authorized Representative
Ву:	ву:
Name: Mr. Mitch Grummon	Name: Shanon Averili
Title: Business Development Manager	Title: Senior Sales Manager
Date: $9 - 23 - 10$	Date: 9-23-16
	Hotel Initials:
	Group Initials: M(2