



**ASSOCIATION CONFIRMATION AGREEMENT**

Date: August 6, 2013

ALL CONTRACTS AND AGREEMENTS are made upon and subject to the following terms and conditions. This contract has been made on a first option *tentative* basis between Wyndham Blake Chicago (later noted as "the Hotel"), and Media Consortium (later noted as "Client").

**CLIENT NAME:** Media Consortium  
**EVENT NAME:** Media Consortium Group  
**CONTACT:** Madeleine Buckingham  
**ADDRESS:** 222 Sutter Street  
 San Francisco, CA 94108

**PHONE:** 415-556-1585

**FAX:** n/a

**ARRIVAL DATE:** 2/26/2014

**DEPARTURE DATE:** 3/2/2014

**GUEST ROOMS:**

| Room Type         | Wednesday<br>2/26/2014 | Thursday<br>2/27/2014 | Friday<br>2/28/2014 | Saturday<br>3/1/2014 | Sunday<br>3/2/2014 |
|-------------------|------------------------|-----------------------|---------------------|----------------------|--------------------|
| Kings             | 10                     | 20                    | 20                  | 10                   | c/o                |
| Queen/Queen       | 10                     | 20                    | 20                  | 15                   | c/o                |
| One Bedroom Suite | 1                      | 1                     | 1                   | 1                    | c/o                |
| Cornor King       | 1                      | 1                     | 1                   |                      | c/o                |
| Total             | 22                     | 42                    | 42                  | 26                   | c/o                |

**GUEST ROOM RATE:**

| Room | Single<br>Rate | Double<br>Rate | One<br>Bedroom<br>Suite Rate |
|------|----------------|----------------|------------------------------|
|      | \$99.00        | \$99.00        | \$99.00                      |

\* Guest room charges are subject to the current 16.40% Chicago hotel room tax (subject to change without notice).

**CONCESSIONS**

- Complimentary High Speed Internet access in all guest rooms
- 2 Complimentary drink tickets per stay (beer and wine) in our Lobby Bar (Bar Blake)
- Complimentary use of hotel fitness center on the 2<sup>nd</sup> Floor
- Complimentary use of hotel business center (lobby level)

**ROOM RESERVATIONS PROCEDURE:**

- It is understood that guest room reservations will be made via the following method: **individual call-in's**
- In order to facilitate the handling of these reservations, reservations *must* be made no later than **Monday, January 27, 2014**
- Once this contract is signed and the group is definite, a group booking code will be provided for individuals to make their reservations online at the rate quoted above.
- Individuals may also call 888-317-0212 or 312-986-1234 to make reservations. **Individuals making reservations must mention the group name, "Media Consortium", in order to receive the contracted rate.**
- Reservations made after **Monday, January 27, 2014** will be subject to prevailing rates and accepted on a space available basis.
- A valid credit card or deposit will be required by the individual in order to guarantee his/her reservation.
- If an individual elects to send an advance deposit, a refundable cash deposit or credit card may be required at the time of registration in order to authorize incidental charges.

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**PAYMENT METHOD/SCHEDULE:**

- Individuals are responsible for own room, tax, and incidental charges.

**GUEST ROOM ATTRITION:**

Hotel is relying upon Client's use of 132 total room nights. Client agrees that a loss will be incurred by the Hotel should there be a reduction greater than twenty percent (20%) in total room nights actually used and agrees to provide a minimum of 106 total guest room nights as outlined on page one of the contract. Should the group pick up fewer than 106 room nights, the Client will be responsible for the difference between the minimum guest room nights and the actualized guest room nights multiplied by the contracted Client rate plus any applicable taxes.

The Hotel and Client intend to liquidate the damages in the event the Client fails to meet the guest room minimum set forth in this section. Therefore, Client and Hotel agree that the above formula is a reasonable estimate of the Hotel's damages in the event that such a minimum is not met and that the liquidated damages set forth in this section do not constitute a penalty.

**CANCELLATION POLICY:**

This program will be considered definite upon the signing and dating of this Confirmation Agreement. Once the signed agreement has been received, the Hotel will protect the guest room block and reserved function room space to the exclusion of all other business opportunities. Cancellation of these scheduled dates will be subject to the following:

- All cancellations must be made in writing and acknowledged by the Hotel.
- If Client cancels the above group with or without the attached events, or elects to move the group to another city or facility, such decision would constitute a breach of its obligation to the Hotel, and the Hotel would be financially harmed. Under these circumstances, Client agrees to pay the Hotel cancellation damages (listed below) within (30) days after written notification to the Hotel of the transfer or cancellation as follows:

**Guest Room Cancellation Fees:**

|                           |              |             |  |
|---------------------------|--------------|-------------|--|
| BETWEEN: contract signing | and 10/13/13 | \$3,053.75  | (25% of total anticipated guest room revenue)  |
| 10/14/13                  | and 12/14/13 | \$6,107.51  | (50% of total anticipated guest room revenue)  |
| 12/15/13                  | and 2/26/14  | \$12,215.02 | (100% of total anticipated guest room revenue) |

**CHANGES, ADDITIONS, STIPULATIONS OR LINING OUT:**

Changes, additions, stipulations or deletions, including corrective lining out, by either the Hotel or Client will not be considered accepted by the other unless such modifications have been initialed or otherwise approved in writing by both parties.

**FUNCTION ROOMS:**

| DAY      | DATE      | START  | END     | FUNCTION  | ROOM    | SETUP  | ATTD | RENTAL |
|----------|-----------|--------|---------|-----------|---------|--------|------|--------|
| Thursday | 2/27/2014 | 6:00pm | 10:00pm | Reception | Burnham | Rounds | 60   | N/C    |

**FOOD & BEVERAGE POLICIES:**

- No food or beverage may be brought into or removed from the function room(s) by Client or any of Client's guests.
- 10 person minimum on all food and beverage orders.

**INDEMNIFICATION**

To the extent permitted by law, the Hotel and the Group each agree to protect, indemnify, defend and hold harmless the other party and their respective employees and agents against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out of the gross negligence or willful misconduct of the indemnifying party in connection with the use or provision of the Hotel's services and facilities, including the exhibition premises, as applicable, for the scheduled Group function. This paragraph shall not waive any statutory limitations of liability available to either party, including with respect to the Hotel, any Innkeeper's limitation of liability laws, nor shall it waive any defenses either party may have with respect to any claim.

**INSURANCE REQUIREMENTS**

Hotel and Group shall obtain and maintain and provide evidence of insurance upon request in amounts sufficient to provide coverage for any liabilities which may reasonably arise out of or result from the parties' respective obligations pursuant to this Contract.



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**BOX DELIVERY & HANDELING:**

- Client *must* notify the Hotel of all meeting-related packages sent to the Hotel prior to their delivery.
- The Hotel will deliver cartons or boxes to Client's function room(s). Delivery of the first 100 pounds will be complimentary. A \$25.00 package handling charge will apply thereafter for each additional 100 pounds delivered.
- As storage space is limited, no packages may be stored for Client without prior approval from Hotel
- Client holds harmless the Hotel, its staff and management, for any boxes, cartons, packages or articles either lost or damaged.
- Meeting-related packages sent to the Hotel must be addressed to your on-site contact as follows:  
 Company/Group Name:  
 On Site Contact's Name:  
 Group Meeting/Arrival Date:  
 Contact's Name:

**CHECK-IN / CHECK-OUT:**

The established Check-in time is 3:00 p.m. Check-out time is prior to noon.

**PARKING:**

Valet parking is available to registered guests. The current parking fee is \$47.00 for 24 hours (subject to change), which includes in/out privileges – no vans or oversized vehicles. The parking facility is not operated or managed, by the Hotel. Space is available on a first come/first serve basis. The parking facility's height clearance is 6'6".

**DECISION DATE:**

- The outlined dates, guest room rates, and events are currently being held on a **Tentative Basis**.
- If we have not received a signed Confirmation Agreement by **Tuesday, August 13, 2013** the Hotel has the option to re-evaluate all terms and conditions of this Confirmation Agreement, to include the release of tentative hold of any or all guest rooms and/or meeting space for re-sale to the general public.

*I have read the above Confirmation Agreement, and I am in agreement with its terms and conditions. This signature gives authorization to the arrangements outlined in this agreement. It is understood that either a hard copy or facsimile of this signed agreement will stand as a legal and binding contract.*

We look forward to the opportunity to work with Media Consortium and sincerely appreciate your business.

Submitted By:

Accepted By:

\_\_\_\_\_  
Vee Jones, Director of Sales & Marketing  
WYNDHAM BLAKE CHICAGO

\_\_\_\_\_  
Madeleine Buckingham  
MEDIA CONSORTIUM



\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

8/7/13

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