



HYATT REGENCY DEARBORN
600 TOWN CENTER DRIVE

DEARBORN, MI 48126-2793 US

Telephone: (313) 593-1234

Fax: (313) 982-6799

GROUP SALES AGREEMENT

Date Prepared: March 31, 2010
Group Contact: DENNIS SCHORNACK
Title: EXECUTIVE DIRECTOR
Organization: MI RECREATION & PARK ASSN
Address: 2465 WOODLAKE CIRCLE SUITE #180
OKEMOS, MI 48864
Telephone: 517-485-9888 Fax: 517-485-7932

Agent For Group: PREMIER MEETINGS, INC.
Address: 600 VILLAGE TRACE
BUILDING 23 - SUITE 150
MARIETTA, GA 30067-5491
Telephone: (770) 690-8886 Fax: (770) 690-8890 E-mail: internet:premiermeetings@mindspring.com

Function Name: ANNUAL CONFERENCE
Official Event Dates: 2/3/2014 Monday - 2/7/2014 Friday
Hyatt Sales Manager: KEVIN A GRONERT
Title: SALES MANAGER
Telephone: (313) 982-6978 Fax: (313) 982-6799 E-mail: kevin.gronert@hyatt.com

MI RECREATION & PARK ASSN (Group) and HYATT REGENCY DEARBORN (Hotel) agree as follows:

FIRST OPTION

The Hotel agrees to hold the space listed in this agreement on a tentative basis until 3/31/2010. If this agreement is not fully executed by Group and Hotel by 3/31/2010 the Hotel may release the space. If an alternate request is received, the Hotel will notify you and you will have forty-eight (48) hours from Hotel notification to return this executed agreement.

GUEST ROOM BLOCK

Date	Day	Standard	Total Sleeping Rooms
2/3/2014	Monday	35	35
2/4/2014	Tuesday	140	140
2/5/2014	Wednesday	165	165
2/6/2014	Thursday	100	100

Total Room Nights: 440

Group rate is available three days pre and post contract dates, based upon availability. MRPA's pick-up will be calculated on a cumulative basis including pre and post contract dates reservations.

GUEST ROOM RATES

The Hotel confirms the following guest room rates:

Single Occupancy:	\$ 104*
Double Occupancy:	\$ 104*
Triple Occupancy:	\$ 104*
Quadruple Occupancy:	\$ 104*
Staff:	\$ 69
Suites:	\$ 395 (Please note concessions)

Suite Pricing: All suite prices are quotes with one bedroom.

Room rates are quoted exclusive of applicable state and local taxes (which are currently 14%).

*MRPA to receive 2012 government rate currently at \$104.00. If government rate increases beyond \$104.00, MRPA will not pay more than \$110.00 S/D per room, per night (not including suites) for any MRPA attendee for the duration of MRPA's 2014 meeting.

The Conference rate will be available up to three (3) days before and three (3) days after the Conference on a space-available basis.

RESERVATION METHOD

HYATT REGENCY DEARBORN currently recommends Passkey web based reservations. This complimentary service is offered by HYATT REGENCY DEARBORN to provide your attendees with an electronic reservations interface that is customized for your event.

Reservations may be made, modified or canceled by individuals on-line at a URL to be established by HYATT REGENCY DEARBORN and published by the group to potential attendees. Individuals will also be able to make reservations by calling Central Reservations at 1-888-421-1442 and referring to the group and meeting name. Reservations must be made on or before the cut off date.

COMMISSIONABLE

The guestroom rates for the Group quoted by the Hotel shall be commissionable to PREMIER MEETINGS, INC. as agent of record for Group. Commissions shall be paid at the rate of Ten percent (10%) of the guest room rate for all rooms actually used and paid for by the Group over the meeting dates. Said commissions shall be paid to PREMIER MEETINGS, INC. (IATA #11-61894-6), no later than thirty (30) days after the payment in full of the Master Account.

Commissions will not be paid upon the amount of any liquidated damages collected by Hotel. A miscoded room will be commissioned to PREMIER MEETINGS, INC. except when the payment of such commission will cause the net rate of the room to become less than the net rate provided for in this agreement or when the reservation is already commissionable through another travel agency.

GUEST ROOM MINIMUM

Hotel is relying on, and Group agrees to provide, a minimum of 352 guest room nights. Should the Group fall below this amount, the Group will be responsible for the difference between the minimum guest room nights and actualized guest room nights multiplied by the single Group guest room rate multiplied by 80% (guest room minimum minus guest rooms actualized multiplied by single convention room rate multiplied by 80%), plus any applicable taxes. Total Hotel inventory not to include rooms out of order or those occupied by long-term stays.

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 contracted and actual room nights for sold out nights to the Group's total pick up.

The Hotel and Group intend to liquidate the damages in the event that the Group fails to meet the Guest Room Minimum set forth in this section. Therefore, Group and Hotel agree (a) that the above formula is a reasonable estimate of the Hotel's

damage in the event that such a minimum is not met and (b) that the liquidated damages set forth in this section do not constitute a penalty.

A Hotel daily occupancy report will be provided to MRPA.

COMPLIMENTARY ROOMS

The Hotel agrees to provide the Group with One (1) complimentary unit for Forty-revenue producing guest rooms occupied by the Group on a cumulative basis including pre and post conference dates. This shall be computed by adding together the total paid room usage per night of consecutive night stays over the official event dates multiplied by One (1) and dividing by Forty (40). These credits for rooms may be applied as follows:

Room Type	Units Applied
ROH (Run Of House)	1 Unit per day
Suites	3 Units per day

Complimentary units may not be used as credit. Complimentary units not used have no value.

CUT-OFF DATE

The "cut-off date" is 1/14/2014. Reservation requests received after the cut-off date will be accepted at the group rate, based on availability and will be credited to the Group's Guest Room Block. Should the guest room block be filled prior to the cut-off date, any additional room requests will be offered at the group rate based on availability.

FAMILY EMERGENCY CLAUSE

No shows due to family emergency or medical issues will not be counted for attrition for 48 hours. Documentation may be requested.

FUNCTION SPACE COMMITMENT

The Hotel is currently holding function space based on the attached Program of Events. 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 Program of Events to accommodate both the Group and all other groups using the Hotel's facilities during the Group's meeting along with advanced notice to MRPA and mutual consent from MRPA. A failure to submit a tentative Program of Events to the Hotel by 5/19/2010 may result in a release by the Hotel of the space being held for the Group and/or a reassignment to space more suitable for the finalized Program of Events once submitted. The Group agrees to promptly notify the Hotel of any changes in its function space requirements.

Meeting/Exhibit room rental for this program is COMPLIMENTARY.

FOOD AND BEVERAGE MINIMUMS

Group agrees to provide a minimum of \$30,000 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 multiplied by 40% (minimum food and beverage revenue minus actualized food and beverage revenue multiplied by 40%), plus any applicable taxes. This amount will be placed on the Group's Master Account.

The Hotel and Group intend to liquidate damages in the event the Group fails to meet the food and beverage minimum set forth in this section. Therefore, the Hotel and Group agree (a) that the above formula is a reasonable estimate of the Hotel's damage in the event the minimum set forth in this section is not met and (b) that the liquidated damages set forth in this section do not constitute a penalty.

All banquet food and beverage arrangements must be made through the Hotel. Only food and beverage purchased from Hyatt may be served on Hotel property. The Hotel reserves the right to cease service of alcoholic beverages in the event that persons under the state 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.

FOOD AND BEVERAGE RESALE CLAUSE

If MRPA cancels the meeting and Hotel resells any Food & Beverage event of equal or greater value, MRPA will not be liable for percentage of resold Food & Beverage event.

CONCESSIONS

In the event that the Group actualizes a minimum of eighty percent (80%) of the aforementioned room block, the Hotel, as a special consideration to the Group, will provide:

- Three percent (3%) rebate to master on all master account charges
- One (1) complimentary fifteen person Committee meeting with lunch to occur in 2013
- Complimentary daily WiFi Internet access to two (2) Meeting Rooms
- Waived Bartender/Cashier fees
- 2009 Catering Prices – Price list to be provided to MRPA upon signature
- Twelve (12) Staff/Speaker rooms each night @ \$69 per room, arrive Monday, 2/3/14, depart Friday, 2/7/2014
- Three (3) complimentary 1-Bedroom Suites, arrive Monday, 2/3/14, depart Friday, 2/7/2014 with welcome VIP amenity, welcome bottled water & soft drinks upon arrival, evening turn down service
- Fifteen percent (15%) Audio Visual/Swank discount
- Twenty percent (20%) Attrition
- Complimentary daily internet in guestrooms
- Complimentary Meeting/Exhibit space
- Complimentary access to Fitness Center
- 1 per 40 rooms complimentary based on cumulative pickup including pre & post contract date reservations
- Complimentary self parking or discounted valet parking @ \$10 per vehicle
- MRPA will be allowed to utilize ArtCraft exclusively for exhibits/set-up/teardown. If ArtCraft is not in business/insolvent, MRPA will receive allowance from hotel to utilize another non-union company for exhibit purposes
- Rate ceiling of \$110

CREDIT ARRANGEMENTS

The Hotel accepts all major credit cards for payment of a portion or the entire balance in your Master Account. In the event that the Group wishes to set up direct billing for the Master Account, a credit application must be completed and returned no later than 5/19/2010 for approval by Hotel. In the event credit is not approved, or requested, you can settle your account with a major credit card, full prepayment of all estimated charges must be received by 12/13/13 Failure to remit payment when due may result in cancellation of all arrangements outlined in this Agreement and the Group shall be liable for amounts described in the cancellation option provision of this Agreement. Credit procedures will be provided to Group by the Hotel upon the request for a credit application.

Individuals shall be responsible for their own room, tax, incidental charges, and any other charges not authorized by 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.

RECIPROCAL CANCELLATION

In the event of cancellation, non-canceling party will bill as liquidated damages, not as penalty, an amount based on the total room block according to the table below. This agreement will be binding on both MRPA and Hotel, and there shall be no right of termination without liability by MRPA for the sole purpose of holding the same meeting or accommodations in some other hotel over the same dates, except as outlined elsewhere in this agreement, or by Hotel for the sole purpose of booking Another group function over substantially the same dates and using substantially the same accommodations and function space as MRPA. Therefore, in the event of cancellation, repudiation or nonperformance of this agreement by MRPA or Hotel, it is agreed that the canceling party will pay to the non-canceling party liquidated damages as follows:

179 days or less from the start of the official event dates	\$48,608.00 (80% of Rooms, 40% of Food & Beverage, and Rental Minimums)
364 days to 180 days from the start of the official event dates	\$41,032.00 (70% of Rooms, 30% of Food & Beverage, and Rental Minimums)

729 days to 365 days from the start of the official event dates	\$30,380.00 (50% of Rooms, 25% of Food & Beverage, and Rental Minimums)
Contract signing to 730 days from the start of the official event dates	\$22,804.00 (40% of Rooms, 15% of Food & Beverage, and Rental Minimums)

Payment due as a result of this cancellation option shall be made by the canceling party to the non-canceling party at the time this Agreement is canceled by written notice.

The Hotel and Group intend to liquidate damages in the event that either party utilizes the cancellation option set forth in this section. Therefore, the Hotel and Group agree (a) that the above formula is a reasonable estimate of the non-canceling party's damage in the event of cancellation and (b) that the liquidated damages set forth in this section do not constitute a penalty.

Both parties agree that after receipt of such amounts, they will not seek additional damages. Both parties also agree that the liquidated damages agreed on by both parties do not constitute a penalty of any kind.

CANCELLATION RESALE CLAUSE

If MRPA does cancel the meeting and Hotel resells the sleeping rooms to another group of equal or greater value, MRPA will not be liable for percentage of resold sleeping rooms. A hotel daily occupancy report will be provided to MRPA.

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. The Hotel shall promptly notify the Group if there is a change in the management company which operates the Hotel prior to the meeting, in which event Group shall have the right to terminate this Agreement without liability upon written notice to the Hotel. In the event that Hotel undergoes a change in management company, a change in chain affiliation, Hotel becomes insolvent, a foreclosure occurs or Hotel has filed for bankruptcy, Hotel is obligated to inform Group in writing within 30 days of having notice of any of the foregoing events. Group may then, within 60 days of receiving notice from hotel, terminate this contract without liability. In the event of termination of this agreement by Group, Hotel shall reimburse Group for all expenses and damages incurred as a result of moving its meeting to a different property.
- d. At time of contract signing, MRPA acknowledges that the Hyatt Dearborn is being sold from the past owner, Ashford Hospitality Trust, Inc. and at the time of contract signing, there presently is no buyer/new owner. If at any time, the new ownership or present ownership does not provide quality upkeep of the physical property and immediate surrounding area as well as quality hospitality in terms of food quality, staff and service level, MRPA will be able to cancel the 2014 contract with no damages whatsoever, financial or otherwise within 10 business days of notification to hotel. New ownership will also honor all negotiated items and terms and conditions of the 2014 contract.
- e. In the event of termination by the Hotel under this section, the Hotel shall refund all deposits and/or prepayments made by the Group within five (5) days of the notice of termination.

INDEMNIFICATION AND HOLD HARMLESS

Hotel agrees to defend, indemnify and hold harmless Group 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 Hotel pursuant to the performance of its obligations under this Agreement. Hotel also agrees to defend, indemnify and hold harmless Group from any liability resulting from any claim, action or cause of action, which may be asserted by third parties arising out of Hotel's performance pursuant to this Agreement, except for those actions or liabilities which are due to the misconduct or negligence of the Group.

Group agrees to defend, indemnify, and hold harmless Hotel 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 Group or any contractors hired or engaged by the Group in connection with the performance of Group's obligations under this Agreement. Group also agrees to defend, indemnify, and hold harmless Hotel from any liability resulting from any claim, action or cause of action, which may be asserted by third parties arising out of the performance of Group's obligations pursuant to this Agreement, except those actions which are due to the misconduct or negligence of Hotel.

INSURANCE

Group and Hotel are required to insure their obligations set forth in the section entitled 'Indemnification and Hold Harmless' above, and to provide evidence of such insurance upon request. For any activity introduced onto the premises by an outside contractor hired by Group, Contractor will be fully responsible for their actions. Upon request, Group Contractor will provide Hotel a certificate of insurance covering the actions of such outside contractor, naming the Hotel Owner and Hyatt Corporation as additional insured's with regard to the activities of such outside contractor.

PRIVACY OF PERSONAL INFORMATION

Hotel shall comply with the Global Privacy Policy for Guests available at <http://privacy.hyatt.com> (the "Privacy Policy"). Group, with respect to guests of Group ("Group's Guests") who stay at the Hotel pursuant to this Agreement:

- (i) shall make the Group's Guests aware of the Privacy Policy;
- (ii) shall obtain the consent of the Group's Guests to disclose their personal information to the Hotel for the purposes set out in the Global Privacy Policy for Guests; and
- (iii) warrants and represents to the Hotel that Group is:
 - (a) entitled to disclose to the Hotel the personal information of the Group's Guests and
 - (b) authorized to act as agent of each of the Group's Guests for the purposes set out in this Section.

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 agreement, including: (i) the 'readily achievable' removal of physical barriers to access to the meeting rooms, sleeping rooms, and common areas (e.g., restaurants, rest rooms, and public telephones); (ii) the provision of auxiliary aids and services where necessary to ensure that no disabled individual is treated differently by the Hotel than other individuals; 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 procedures 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 of such cost in writing.

Compliance by the Group - The Group shall be responsible for complying with the following public accommodations requirements of ADA: (i) the 'readily achievable' removal of physical barriers within the meeting rooms utilized by the Group which the Group would otherwise create (e.g., set-up of exhibits in an accessible manner) and not controlled or mandated by the Hotel; (ii) the provision of auxiliary aids and services where necessary to ensure effective communication of the Group's program of disabled participants (e.g., Braille or enlarged print handouts, interpreter or simultaneous videotext display); and (iii) the modification of the Group's policies, practices and procedures applicable to participants as required to enable disabled individuals to participate equally in the program.

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.

CHANGE OF MEETING SPACE CLAUSE

The hotel will inform MRPA in advance and in writing if any events are moved but cannot move any events without advance notice to MRPA and mutual consent by MRPA.

PROMOTIONAL RATES CLAUSE

The hotel has a select number of promotional rates. Attendees calling reservations should identify themselves as MRPA. If an attendee is able to book a room outside of the MRPA block at a lower rate, that room will be moved into the MRPA group block, regardless of the rate and will be counted toward attrition and comp credit purposes. The Hotel will work with MRPA to ensure all rooms are credited to the group room block. Registration lists may be submitted to Hotel prior to arrival and the Hotel will review individual names for reservation room night credit.

Hotel shall not offer special promotional rates or “packages” during the conference period to any other Group, which is less than MRPA’s rates unless such special rates apply to all rooms in the MRPA’s block. Discounted rates that Hotel (or the Hotel’s chain) has negotiated with high volume users shall be excluded from this provision.

CONSTRUCTION CLAUSE

Hotel will give MRPA advance notice of any construction or remodeling that might interfere with any event and provide alternate comparable space within the Hotel that is satisfactory to MRPA.

FAILURE TO HONOR GUARANTEED RESERVATION

The Hotel agrees that in the event the hotel is oversold, no MRPA attendee with a confirmed reservation will be walked to another hotel without MRPA meeting manager’s approval. This prior approval by the MRPA meeting manager is necessary to protect MRPA officers and other designated VIP’s from being walked,

In the event A MRPA attendee is walked; the hotel shall provide the following:

- Complimentary accommodations for each night the attendee is walked at a substitute hotel of equal or better quality as close as possible to the hotel and a full refund to the attendee of any deposit money paid to the hotel. Hotel will also credit one night (for attrition and comp credit purposes) to the MRPA Master Account for each night the hotel is unable to accommodate the walked MRPA attendee. If walked guest chooses not to relocate to hotel once a room does become available, hotel is not responsible to the guest or MRPA Master Account.
- The Hotel will provide complimentary transportation to and from the alternate Hotel to the Conference Hotel in a timely manner so that attendees will arrive before or at the time of each function on the agenda at the Conference Hotel
- An apology from the General Manager placed in the guest’s room upon their return to the hotel along with an amenity
- One (1) complimentary three-minute telephone call or other communication the attendee chooses to notify family and co-workers of their location for each day of stay outside of the hotel.

END OF MEETING REPORTS

Hotel will provide the following information to MRPA within 30 days of group departure. Daily occupancy reports specifying MRPA attendees rooms and with a final post-meeting occupancy and revenue reports showing: the total number of rooms and suites occupied per night; total room revenue; number of comp rooms; breakdown of single/double/triple/quads; group food and beverage revenue; hospitality suites revenue; AV revenue; and revenue from affiliated groups.

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.

ARBITRATION

The parties agree that any and all claims, controversies or disputes between the parties which arise out of or relate in any way to this Agreement or a breach hereof and which the parties are unable to resolve informally shall be submitted to binding arbitration in DEARBORN, to be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, or such other dispute resolution provider as otherwise agreed to by the parties. The parties expressly agree that this arbitration shall be final and binding on the parties and judgment may be entered upon the award and may be enforced by appropriate judicial action in any state or federal court having jurisdiction thereof. In this connection, the parties hereby submit themselves to the jurisdiction of the State of MICHIGAN located in DEARBORN. The parties agree that the arbitrator shall adhere faithfully to the laws of the State of MICHIGAN and that the arbitrator shall award to the prevailing party in arbitration the reasonable attorney's fees and costs expended in connection with any arbitration conducted under this provision.

WAIVER

If one party agrees to waive its right to enforce any term of this Agreement, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Agreement.

BINDING AGREEMENT

This Agreement, along with the attachments called The Program of Events and the Hotel's Information Sheet, which are incorporated herein by reference, are all of the terms agreed to by the parties. 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.

ENFORCEABILITY

If any provision of the Agreement is unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

FACSIMILE 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; provided, however, that if the Hotel does not receive the Agreement executed by the Group with the original signature without any further changes within seventy-two (72) hours of the date shown on the facsimile signature page, the Hotel reserves the right not to hold the space and otherwise to avoid any obligations under this Agreement.

When signed by representatives of both parties, this Agreement, (which includes The Program of Events and the Hotel's Information Sheet) constitutes a binding agreement between the Group and the Hotel.

By the Hotel's
Authorized Representative

By the Group's
Authorized Representative

By: _____
Name: KEVIN A GRONERT
Title: SALES MANAGER
Date: _____

By: _____
Name: DENNIS SCHORNACK
Title: EXECUTIVE DIRECTOR, MRPA
Date: _____