



CROWNE PLAZA®

ASHEVILLE • NORTH CAROLINA
TENNIS & GOLF RESORT
THE PLACE TO MEET.

Group Confirmation Agreement

Group Name: YAPC

Contract Origination: Yet Another Society

Contact: Chris Prather (Yet Another Society)

Address: The Perl Foundation
6832 Mulderstraat
Grand Ledge, MI 48837

Telephone: 407-414-4784

Email: chris@prather.org

MKT: Association

Arrival Date: 06/26/2011

Contract Origination Date: 6/24/2010

Departure Date: 07/01/2011

Option: First **Salesperson:** Manda Palomares

This document is to serve as the vehicle for confirming space for your group at our resort. Space is currently being held without obligation on a tentative basis based on initial information provided. We will continue to hold this space without obligation until the date specified on the final page of this Group Rooms Contract or until another client is prepared to execute a similar contract, of which you will have seventy two hours to confirm or decline the arrangements outlined below by submitting a signed contract back to this office.

Should you have questions or need clarification, please contact your contact in the Resort's Sales Department.

GROUP ROOM BLOCK - Cut off date is midnight on 05/20/2011

Method of reservation is individual. Guests may call 800-733-3211 and mention the group name **The Perl Foundation** in order to reserve a room. The group leader may also request a web link from the Resort that may be placed on the group's website or e-mailed to guests. Guests may make reservations online with this link. The link may be obtained after the Resort receives the signed contract from the group, and it must be within 50 weeks of the group's arrival. **Billing:** Individual guests will pay for room, tax, and incidentals.

ROOM TYPE	RATE	06/26/2011 Sunday	06/27/2011 Monday	06/28/2011 Tuesday	06/29/2011 Wednesday	06/30/2011 Thursday	
Double	\$98.00	10	90	90	50	40	
King	\$109.00	5	5	5	5	5	
Villa - Studio	\$119.00						
Villa - One Bedroom	\$139.00						
Villa - Two Bedroom	\$159.00		10	10	4		

Concessions:

- 1) Group rates will apply two days pre and post, based on availability.
- 2) One Complimentary room night per 60 room nights utilized. Group must pick up 230 room nights in order to utilize the comp room nights.
- 3) 70% attrition on rooms blocked

Additional Concessions:

- 1) No parking or Resort Fees
- 2) Complimentary Wireless Internet
- 3) Pet Friendly

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Terms and Conditions of Room Block

- The above rooms are net non-commissionable and are subject to all imposed taxes that are currently set at 11.75% and are subject to change without notice.
- The special group rate above will be available on the rooms outlined until 12 midnight on the cut off date. At that time all rooms are released back into the hotel's general inventory and will be available at the prevailing rate, which may be higher than the group rate above. Should your group fill your block, any additional rooms may not be available or may be at a rate higher than those above.
- **Check in time is after 4pm. Check out time is before 11am.** For special consideration on VIP rooms or luggage storage, please contact your Crowne Meetings Director in advance of this need.

Initial Here

As the event date draws closer, you may elect to reduce your room block without penalty if done so at least 6 months prior to the first day of arrival. Inside of 6 months but outside of 90 days, you may reduce your block by no more than 20% without penalty. Inside 90 days, you are financially responsible for the actual utilization of at least 70% of your room block. Unused rooms will be released on the cut off date.
- The Resort has a 24-hour cancellation policy. Individual reservations cancelled less than 24 hours prior to arrival will be charged for one-night's stay.
- The Resort requires 24-hours notice for early departure. Individuals checking out early without 24-hours notice will be charged a \$50.00 early-departure fee.
- If entertaining in a suite, the Resort has policies regarding noise. Quiet hours for the hospitality suites start at 11:00 p.m. If excessive noise is reported prior to 11:00 p.m. the Resort reserves the right to ask the group to reduce the noise to acceptable levels. If complaints are received, the guests in the suite will be given two warnings by hotel security to reduce the noise, and if further complaints are received the suite will be closed for the night. DJs, live music, and loud stereos are not allowed in the suites.
- Run of House is a random combination of double/doubles and king bedded rooms and various view types. Room assignments in most cases are made at the time of check in by the desk.
- The resort is 100% non-smoking except for Mulligan's Lounge. Smoking in any other indoor areas, including sleeping rooms, will result in a \$150.00 fine per incident.
- Complete cancellation of this program and contracted rooms will result in the following liquidated damages as outlined in the schedule below, payable within 10 days. Deposit paid will apply towards the total due.

Outside of 12 months prior to the first contracted room arrival	No charge
270 days - 365 days prior to the first contracted room arrival	\$30 per room for entire block
180 days - 269 days prior to the first contracted room arrival	\$40 per room for entire block
90 days - 179 days prior to the first contracted room arrival	\$50 per room for entire block
Inside 90 days prior to the first contracted room arrival	Full room rate for entire block
- The Resort reserves the right to alter the room block after reviewing the historical pick up for this same event so that the block is of similar size and pattern possibly with modest attendance growth. The organization will be contacted prior to doing so.
- A Daily Meetings Debrief will be offered to you by your CMD. This is a daily meeting between your group's on-site contact and the CMD to go over all of the current and previous day's events and billing.

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DAY	DATE	START	END	FUNCTION	ROOM	SETUP	ATTD	RENTAL
Monday	6/27/2011	08:00 AM	09:00 AM	Breakfast - Buffet	The Pro's Table Restaurant	Existing	50	
Monday	6/27/2011	08:00 AM	11:59 PM	Office	Magnolia	Conference	10	
Monday	6/27/2011	08:00 AM	11:59 PM	Office	Swannanoa	Conference	12	
Monday	6/27/2011	08:00 AM	04:00 PM	Breakout	Dogwood	Theater	30	
Monday	6/27/2011	09:00 AM	04:00 PM	Breakout	Mt. Mitchell	Classroom	75	
Monday	6/27/2011	09:00 AM	04:00 PM	Breakout	Mt. Roan	Classroom	75	
Monday	6/27/2011	09:00 AM	04:00 PM	Breakout	Mt. Pisgah	Classroom	75	
Monday	6/27/2011	09:00 AM	04:00 PM	Breakout	Mt. Pilot	Classroom	75	
Monday	6/27/2011	12:00 PM	01:30 PM	Lunch on Own	The Pro's Table Restaurant	Existing	150	
Monday	6/27/2011	04:00 PM	06:00 PM	General Session	Crowne Ballroom	Classroom	300	
Monday	6/27/2011	06:00 PM	07:00 PM	Reception - Cocktails (Cash Bar)	Pool Gazebo	Reception	300	\$250.00
Monday	6/27/2011	07:00 PM	10:00 PM	Dinner - Buffet	Crowne Ballroom	Round 8	300	
Tuesday	6/28/2011	08:00 AM	09:00 AM	Breakfast - Buffet	The Pro's Table Restaurant	Existing	50	
Tuesday	6/28/2011	08:00 AM	11:59 PM	Office	Magnolia	Conference	10	
Tuesday	6/28/2011	08:00 AM	11:59 PM	Office	Swannanoa	Conference	12	
Tuesday	6/28/2011	09:00 AM	04:00 PM	Breakout	Mt. Pilot	Classroom	75	
Tuesday	6/28/2011	09:00 AM	04:00 PM	Breakout	Mt. Pisgah	Classroom	75	
Tuesday	6/28/2011	09:00 AM	04:00 PM	Breakout	Mt. Roan	Classroom	75	
Tuesday	6/28/2011	09:00 AM	04:00 PM	Breakout	Mt. Mitchell	Classroom	75	
Tuesday	6/28/2011	12:00 PM	01:30 PM	Lunch on Own	The Pro's Table Restaurant	Existing	150	
Tuesday	6/28/2011	04:00 PM	06:00 PM	General Session	Crowne Ballroom	Classroom	300	
Wednesday	6/29/2011	08:00 AM	09:00 AM	Breakfast - Buffet	The Pro's Table Restaurant	Existing	50	
Wednesday	6/29/2011	08:00 AM	11:59 PM	Office	Swannanoa	Conference	12	
Wednesday	6/29/2011	08:00 AM	11:59 PM	Office	Magnolia	Conference	10	
Wednesday	6/29/2011	09:00 AM	04:00 PM	Breakout	Mt. Pilot	Classroom	75	
Wednesday	6/29/2011	09:00 AM	04:00 PM	Breakout	Mt. Mitchell	Classroom	75	
Wednesday	6/29/2011	09:00 AM	04:00 PM	Breakout	Mt. Roan	Classroom	75	
Wednesday	6/29/2011	09:00 AM	04:00 PM	Breakout	Mt. Pisgah	Classroom	75	
Wednesday	6/29/2011	04:00 PM	06:00 PM	General Session	Crowne Ballroom	Classroom	300	
Thursday	6/30/2011	08:00 AM	11:59 PM	Office	Swannanoa	Conference	12	
Thursday	6/30/2011	08:00 AM	11:59 PM	Office	Magnolia	Conference	10	
Thursday	6/30/2011	09:00 AM	04:00 PM	Breakout	Mt. Pilot	Classroom	75	
Thursday	6/30/2011	09:00 AM	04:00 PM	Breakout	Mt. Pisgah	Classroom	75	
Thursday	6/30/2011	09:00 AM	04:00 PM	Breakout	Mt. Roan	Classroom	75	
Thursday	6/30/2011	09:00 AM	04:00 PM	Breakout	Mt. Mitchell	Classroom	75	
Friday	7/1/2011	08:00 AM	05:00 PM	Breakout	Foxfire	Classroom	45	\$100
Friday	7/1/2011	08:00 AM	05:00 PM	Breakout	Mt. Mitchell	Classroom	75	\$100
Friday	7/1/2011	08:00 AM	05:00 PM	Breakout	Mt. Roan	Classroom	75	\$100

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**The Banquet Department reserves the right to reassign functions rooms to best service and utilize space according to the final guaranteed number of guests.*

Event Concessions:

- Complimentary meeting space and banquet space as long as group meets a \$7000 food and beverage minimum.
- Crowne Plaza is happy to accommodate any special meal requests. Please pre-arrange this with your Crowne Meetings Manager. Group will need Vegan and Vegetarian meals.
- Since the group does not have Breakfast and Lunch scheduled at the time of the signed contract, Crowne Plaza reserves the right to sell breakfast and lunch concessions if we choose to do so.
- Group may use Magnolia and Swannanoa for late night activities. Banquet Staff will not be provided and outside food and beverage is not allowed.
- Any Audio Visual needs will incur an additional charge.

We understand that the conference currently does not have exhibitors, however if exhibits/tabletops are added the fee is \$35 per tabletop, per day. This fee includes skirted table, 2 chairs, wastebasket and wireless internet.

Terms and Conditions of Banquet Space and Events

- All meeting room rental, food and beverage, and audio visual fees are subject to service charge and tax. Currently service charge is 20% and tax is 7.75%.
- Banquet space has been reserved based on the group's preliminary agenda provided. The Resort agrees to furnish said services in accordance with the terms below. Any modification of these needs is subject to additional fees and charges as outlined.
- An updated agenda should be provided as far in advance as possible for improved likelihood of space availability. Additional space will be at the prevailing rental rate. Modification of the agenda in a manner that the space is no longer ample to house the event does not allow the organization to cancel this committed space. These changes require mutual agreement in writing. The client's agenda may be modified to best fit the space available to this group.
- All considerations of this contract have been made based on the entire program including and not limited to the meeting needs and food/beverage requirements. Any cancellation of meal functions or significant drop in number of participants at meal functions could result in a higher meeting room rental charge. Regular meeting room rental fees are as follows: \$500.00/day per section of the Ballroom (there are four 1750 SF sections), \$1000.00/day Overlook Room; \$500.00/day Foxfire or Dogwood Room; \$300.00/day per smaller breakout room (Magnolia, Swannanoa, Overlook Boardroom). Any cancellation of food and beverage or meeting events inside of 90 days will result in 50% of the anticipated revenue due as liquidated damages (in addition to any additional meeting room rental fees due as a result of canceling a food and beverage event).
- Food and Beverage guarantees (final counts) will be due no less than three working days prior to the event and may be lowered by no more than 25% of the expected, contracted number. Should actual attendance be less than 75%, the client will be financially responsible for the entire 75% of the contracted attendance. Any group of less than 25 people having a meal function will be levied a \$50 room set up fee. The Resort will be prepared to accommodate and service up to 5% over all final guaranteed counts. Beyond that, the Resort will service, to best of our ability, any additional guests; however, the location and food served may vary from the original group.
- Menu prices are subject to change without notice. The prevailing prices will be in affect at the time the BEOs (Banquet Event Orders) are confirmed. The BEOs will supersede any previous arrangements after appropriate signatures are received.
- Banquet space must be vacated (on time) as outlined on BEOs as not to effect other events scheduled for use of said rooms. The use of these same rooms must be orderly and comply with the rules of The Resort and all applicable laws, ordinances and regulations set forth by this state, county and city.
- Function rooms assignments are tentative until 24 hours prior to the group's arrival unless prior assignments have been confirmed by The Resort to accommodate a group's publication. In some emergency situations the hotel reserves the right to relocate the group. The group will be given prior notice. Substantial drops in final counts will allow The Resort the discretion to adjust the size of the function room to best enhance the event based on the management's decision. Access to the function

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- rooms is limited to the times outlined in the contract and/or the BEOs. 24-hour hold is not implied and is subject to additional fees. Any space for exhibitors and/vendors must be specified on the contract or the final BEOs if space is available and is subject to The Resort's normal fees including any electrical needs.
- All final selections such as room set, audio visual needs, coffee breaks and meals are needed at least 30 days prior to arrival so that BEOs may be presented for signature. Any last minute changes of the manner the room is set, after said rooms are set, is subject to a reset fee to cover Resort labor costs.
 - No food and beverage may be brought into public areas of The Resort or in Banquet space. Also, no food and beverage may be removed from said locations.
 - No hand written signage may be placed in public areas without the consent of The Resort. Any signage or banners should be delivered to The Resort in advance so arrangements for placement by The Resort can be made. Applicable fees will apply. Under no circumstances should said items be adhered to the walls of The Resort by way of nails, thumb tacks and certain tapes.
 - The Resort is capable of handling all audiovisual needs. Should the group elect to use our services, an order for this equipment and /or service will be placed on the BEO at our prevailing prices and placed on the group bill. Should an independent vendor bring in equipment, servicing and manning this equipment by our staff is not an option. The Resort does charge for extension cords, carts, easel and any additional equipment. Audiovisual equipment is subject to service charge and taxes.
 - All information on outside vendors must be provided to The Resort at the time details for the BEOs are provided. The Resort reserves the right to deny access to the facility to unapproved vendors. The Resort requires a contact name for said vendor and phone number. These vendors must comply with the rules and regulations of the Resort nor infringe on the enjoyment of the Resort by others.
 - Shipments sent to the Resort will be accepted no more than five business days prior to the event. Storage fees will apply if sent earlier. The name of the package recipient, the name of the meeting/group and event date must be labeled on each package. The first five (5) packages will be received and stored at no charge. Additional packages and storage will incur a fee.

OVERVIEW

- **Changes/Notice/Waiver:** By reciprocal agreement the organization agrees to hire The Resort for services as outlined above. Any modification shall be done in writing and signed or initialed 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 mail or 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. If one party agrees to waive its right to enforce any term of this Agreement, that party does not waive its right to enforce any or all other terms of this Agreement. Any breach of this contract by the organization or its representative will allow The Resort to terminate without notice and without liability to the hotel and then apply any advance payments or deposits to the damages sustained by the reason of said breach as well as the right to recover from any additional losses.
- **Binding Agreement/Enforceability:** This agreement includes 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. If any provision of the Agreement is unenforceable under applicable law, the remaining provisions shall continue in full force and effect.
- **Rights of Termination for Cause:**
Performance of this agreement by either party is subject to acts of God, war, government regulation, disaster, strikes, terrorism, civil disorder, curtailment of transportation or any other emergency of a comparable nature beyond the parties' control making it illegal, impossible, or which materially affects a party's ability to perform its obligations under this Agreement.

The hotel shall promptly notify the group if there is a change in the ownership or management company which operates the Hotel prior to the event, in which event Group shall have the right to terminate this Agreement without liability upon written notice to the Hotel.

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 days of the notice of termination.

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- Any controversy or claim arising out of or relating to the cancellation or violation of this contract shall be settled in Buncombe County by arbitration in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof; hereby waiving its right to a trial by jury. This includes canceling for the sole purpose of holding the meeting at another location.
- **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 claims, actions, or causes of action, which may be asserted by third parties arising out of Hotel's performance pursuant to this Agreement, except those actions 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 connections 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 the Hotel.
- 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, Group will be fully responsible for the actions of such outside contractor. Upon request, Group will provide a certificate of insurance covering the actions of such outside contractor, naming the Hotel as additional insured with regard to the activities of such outside contractor.
- **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., Braille or enlarged print handouts, assisted listening devices/systems, interpreter or simultaneous videotext display); and (iv) 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.
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 to access to 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 to disabled participants (e.g., Braille or enlarged print handouts, assisted listening devices/systems, 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 request 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.
- **Arbitration:** Any controversy or claim arising out of or relating to the cancellation or violation of this contract shall be settled in Buncombe County by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The parties expressly agree that this arbitration shall be final

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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. The parties agree that the arbitrator shall adhere faithfully to the laws of North Carolina 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.

BILLING

- To establish billing privileges, The Resort requires a completed Direct Bill Application along with your signed lodging agreement. Should our Accounts Receivable Department approve billing for your group rooms and/or group events, you will be notified. The minimum amount billable is \$1,500. All invoices are due in full within 30 days of billing. If said balance is not paid in full a service charge of 1.5% per month is due on the unpaid balance. If payment is not made and the services of an outside agency and/or attorney are used to collect, the organization is to reimburse The Resort for these additional costs.
- Individual guests will be asked for a credit card number upon making their reservation, and the balance will be charged upon departure.

Signed Contract Due:	06/29/2010	Credit Application Due:	06/29/2010
Balance Due:	Within 30 days after departure with approved credit for master account items. Balance for individual pay guest rooms due upon departure.		

SIGNATURES:

This signature page may be signed by the parties and sent by electronic transmission and shall be acceptable to the Hotel to hold the space. However, 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 to release all space and otherwise to avoid any obligations under this Agreement.

When signed by representatives of both parties, this Contract will constitute a binding agreement between the Group and the Hotel.

It is The Resorts understanding that the person signing this agreement is acting in good faith and represents the interest of said organization in full authority to negotiate in the organization's behalf. Any change of personnel does not negate or modify this binding legal document.

Organization

Crowne Plaza Tennis and Golf Resort
Referred to as The Resort

Authorized Representative

Date

Salesperson Date
Manda Palomares , Sales Manager
Phone: 828-285-2651 Fax: 828-254-1603
E-mail: mpalomares@hulsinghotels.com
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