



**DOUBLETREE®
HOTEL**

BOISE • RIVERSIDE

2900 Chinden Boulevard - Boise, ID 83714
Ph. (208) 343-1871 - Sales Fax (208) 331-4994

CONFIRMATION AGREEMENT

Name:	Moshe Kasher / Gabe Stransky
Title:	Hotel Chair
Company Name:	WACYPAA
Address:	2917 Lemhi Street
City, State, Zip:	Boise, ID 83705
Phone:	208-353-5649
Fax:	

Hotel Name:	Doubletree Hotel Boise - Riverside
Sales Manager:	Curt Asmussen
Title:	Sales Manager
Phone:	208-331-4914
Fax:	208-331-4994
Name of Event:	WACYPAA
Event Dates:	Thu., Jan. 17, 2008 through Mon., Jan. 21, 2008
Booking #:	70010453

We are pleased to offer the following accommodations for your event:

SLEEPING ROOMS & RATES:

	1/17/2008	1/18/2008	1/19/2008	1/20/2008
Deluxe Guest Room	15	100	100	15

Room	Single Rate	Double Rate	Triple Rate	Quad Rate
Deluxe Guest Room	89	89	89	89

TOTAL ROOM BLOCK RESERVED: 230

Special Offers:

1. One (1) complimentary room for every fifty (50) revenue producing guestrooms that are consumed during your event.
2. Two complimentary suite upgrades at the group discounted rate for your guest speakers.
3. Coffee will be contracted and charged at a 50% reduction in price (\$13 per gallon).
4. Hotel will host WACYMART and continue to operate concession area each day provided that the total revenue covers our overhead to supply and staff the area.

Room rates are quoted exclusive of local taxes and fees, currently 13%.

FUNCTION SPACE:*

Date	Start Time	End Time	Function	Room	Setup	Room Rental
Friday						
1/18/2008	1:00 PM	12:00 AM	Panel Room	Delamar	TBD	Based on
1/18/2008	1:00 PM	12:00 AM	Alcothon Room	Clearwater		Sliding Scale
1/18/2008	1:00 PM	12:00 AM	Panel Room	Liberty		Listed Below
1/18/2008	1:00 PM	12:00 AM	Bid Committee Room	North Star		
1/18/2008	1:00 PM	12:00 AM	WACYMART	Aspen		
1/18/2008	1:00 PM	11:45 PM	Archive Room	Emerald		
1/18/2008	1:00 PM	12:00 AM	Hospitality Room	Room 310		
1/18/2008	6:00 PM	12:00 AM	Dance/Speaker Meeting	Ballroom		
1/18/2008	6:00 PM	12:00 AM	Registration	Convention Center Lobby		
1/18/2008	6:00 PM	12:00 AM	Paraphernalia Sales	Fireplace Foyer		
1/18/2008	3:00 PM	12:00 AM	Hospitality Room	Executive Suite		
1/18/2008	3:00 PM	12:00 AM	Advisory Council Room	Executive Suite		
Saturday						
1/19/2008	8:00 AM	12:00 AM	Dance/Speaker Meeting	Ballroom		
1/19/2008	8:00 AM	12:00 AM	Registration	Convention Center Lobby		
1/19/2008	8:00 AM	12:00 AM	Paraphernalia Sales	Fireplace Foyer		
1/19/2008	8:00 AM	12:00 AM	Bid Committee Room	North Star		
1/19/2008	8:00 AM	12:00 AM	Panel Room	Delamar		
1/19/2008	8:00 AM	12:00 AM	Panel Room	Liberty		
1/19/2008	8:00 AM	12:00 AM	Alcothon Room	Clearwater		
1/19/2008	8:00 AM	12:00 AM	Archive Room	Emerald		
1/19/2008	8:00 AM	12:00 AM	WACYMART	Aspen		
1/19/2008	8:00 AM	12:00 AM	Hospitality Room	Room 310		
1/19/2008	8:00 AM	12:00 AM	Hospitality Room	Executive Suite		
1/19/2008	8:00 AM	12:00 AM	Advisory Council Room	Executive Suite		
Sunday						
1/20/2008	8:00 AM	1:00 PM	Panel Room	Liberty		
1/20/2008	8:00 AM	1:00 PM	Alcothon Room	Clearwater		
1/20/2008	8:00 AM	1:00 PM	Archive Room	Emerald		
1/20/2008	8:00 AM	1:00 PM	WACYMART	Aspen		
1/20/2008	8:00 AM	1:00 PM	Speaker Meeting	Ballroom		
1/20/2008	8:00 AM	1:00 PM	Registration	Convention Center Lobby		
1/20/2008	8:00 AM	1:00 PM	Paraphernalia Sales	Fireplace Foyer		
1/20/2008	8:00 AM	1:00 PM	Bid Committee Room	North Star		
1/20/2008	8:00 AM	1:00 PM	Panel Room	Delamar		
1/20/2008	8:00 AM	1:00 PM	Hospitality Room	Room 310		
1/20/2008	8:00 AM	1:00 PM	Hospitality Room	Executive Suite		
1/20/2008	8:00 AM	1:00 PM	Advisory Council Room	Executive Suite		

* Subject to change

The sleeping rooms, function space and food and beverage functions will be considered definite commitments upon signing of this agreement by both parties, and will be subject to all terms and conditions set forth on the following pages. Faxed signatures will be accepted. The persons signing this agreement are authorized representatives of the indicated group and Hotel and have authority to enter into this contract. This agreement and the terms and conditions may not be changed or amended unless done so in writing and signed by both parties.

MEETING ROOM RENTAL/SET-UP FEES:

Based on your guestroom commitment and meeting room requirements, all of the outlined meeting space will be complimentary, provided you use at least ### guestrooms. In the event that fewer rooms are actualized, meeting room rental will be calculated on a sliding scale, based on the following:

Total Guest Rooms Occupied	Total Meeting Room Rental
450 or more	Waived
300 -449	\$500.00
230 - 299	\$1,000.00
200-229	\$1,500.00
199 or less	\$2,000.00

The estimated food & beverage revenue for your program is \$2,000.00.

Until specific menus and prices are established, the Doubletree Hotel will compute any performance or cancellation damages due using the estimated food & beverage revenue listed above.

STANDARD TERMS AND CONDITIONS

The sleeping rooms will be considered definite commitments upon signing of this agreement by both parties, and will be subject to all terms and conditions set forth in this agreement. Faxed signatures will be accepted. The persons signing this agreement are authorized representatives of the indicated group and Hotel who have authority to enter this contract. This agreement and the terms and conditions may not be changed or amended unless done so in writing and signed by both parties.

1. **RESERVATIONS:** Reservations will be made by **Individual Call-In** no later than **Friday, December 28, 2007**. After that date, you agree that we may offer unused rooms held in your block to other customers to reduce our losses and your obligations under the performance clause. Reservations requested by your attendees after this date will be accepted based upon availability and at the prevailing rate.

2. **CANCELLATION AND PERFORMANCE:** The rates offered by us are based in part upon the total gross revenue anticipated by us from your agreement to use and pay for the rooms and events listed with this contract. You agree and understand that in the event of a cancellation or lack of full performance by you, our actual damages would be difficult to determine. Therefore, you have agreed to pay reasonable liquidated damages to the Hotel for cancellation or lack of performance as described in this paragraph. Cancellation damages will be calculated as a percentage, based on the date of cancellation listed below, of total anticipated gross revenues from all contracted sleeping rooms, food and beverage and meeting room rental listed.

<u>Date of Cancellation</u>	<u>Percentage owed</u>
Date of signing to 90 days in advance	10%
89 days to 60 days in advance	25%
59 to 30 days in advance	40%
29 days or less in advance of event	60%

If the event is held, but the Hotel does not realize the total revenue anticipated from your event, you agree to pay performance damages. The damages owed will be the amount necessary for the Hotel to receive no less than **80%** of the total anticipated revenue from your event. If for any reason the hotel cancels or is unable to host the event, the hotel will pay reasonable damages that are

incurred by the group to reschedule the event as well as assist in finding and arranging an alternative venue if necessary.

3. **PAYMENT IN ADVANCE:** Unless you have established credit in advance with us or provided a valid credit card for use as a guarantee, you will pay the entire contract price in cash or by certified check at least three days prior to your function or by personal bank check two weeks prior to your function. If you have established credit, payment in full will be due within thirty (30) days of your function.

4. **CHECK-IN/CHECK-OUT:** The hotel's check-in time is 3:00 p.m. and the check-out time is 12:00 p.m. Early check-in is based on a "space available" basis and will not be guaranteed. Individuals staying in their rooms beyond check-out time will be billed one (1) additional night's stay. Late check-out is provided based on availability, although some charges may apply. Arrangements can be made by contacting the front desk. Luggage storage is available either for early arrival or late departure

5. **CREDIT ARRANGEMENTS & BILLING PROCEDURES:** We accept cash, check or the following credit cards: American Express, VISA, MasterCard, Diners Club, Carte Blanche, or Discover Card. Guests who wish to pay with cash or check will be asked for a credit card or a cash deposit at check-in to enable charge privileges within the hotel and to assure payment at check-out.

All guestroom, tax and incidental charges will be the responsibility of each individual. Meeting related charges will be posted to the Master Account. Any room tax and/or incidental charges posted to the Master Account may only be done by an authorized person and be submitted in writing to the hotel.

Please provide name(s) of person(s) on site, authorized to sign Master Account.

Please indicate below how you wish to handle the Master Account:

Prepay estimated charges Pay final upon departure Request direct billing

Please provide the appropriate credit card information in the space provided:

Credit Card _____

Account # _____

Expiration Date _____

Account Name _____

In the event any charges are disputed, all undisputed amounts will be paid within 30 days. All undisputed charges not paid within 30 days will be subject to interest accruing at the rate of 1½% per month until paid.

Should the master account remain unpaid after 60 days, in addition to its other remedies, WACY PAA and Doubletree Hotel agree that the Hotel, at its sole option, may elect to cancel any subsequent arrangements agreed upon herein or any agreements separately made by that time between WACY PAA and the Doubletree Hotel for additional conventions/meetings to be held in the future, and that in such event, no fees, charges, damages or penalties shall be due from Doubletree Hotel as a result of the cancellation and no claim shall be brought against Doubletree Hotel as a result of the cancellation.

6. **OUTSIDE FOOD AND BEVERAGE:** The hotel does not permit food or beverages to be brought into function/meeting rooms from outside the hotel. Our full-service catering office would be happy to arrange any food or beverage requirements for you. Our Catering Department may be reached directly at 208-331-4931

7. **FOOD AND BEVERAGE GUARANTEE:** At least 72 hours (three days) before your event, you must inform us of the exact number of people who will attend your event. This number will be a guaranteed minimum, not subject to reduction, and charges will be made accordingly. The minimum guest guarantee indicated on your Banquet Event Order will prevail as the guaranteed minimum for your event. We will not undertake to serve more than 5% more than this guaranteed minimum. Guarantees may not be reduced after being confirmed and increases may be accepted upon availability. For events for which no guarantee is provided, the planned attendance figure will be considered the guarantee.

8. **TAX AND SERVICE CHARGE:** All food, beverage, meeting room rental, set up fees, audio visual, etc. are subject to 6% state tax and a 20% service charge. This service charge is not a gratuity and is not the property of the employee(s) providing service to you.

9. **SECURITY:** We have no insurance for and are not responsible for any loss or damage to your property. If required, in our sole judgment, in order to maintain adequate security measures in light of the size and/or nature of your function, you will provide, at your expense, security personnel supplied by a reputable licensed guard or security agency doing business in the city or county in which we are located, which agency will be subject to our prior approval.

10. **INDEMNIFICATION & INSURANCE:** To the extent permitted by law, you agree to protect, indemnify, defend and hold harmless the Hotel, Boykin Management Company and the owner of the Hotel, 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 or connected with your function, except those claims arising out of the sole negligence or willful misconduct of the Hotel. You further agree to obtain and keep in force General Liability Insurance covering the event described in this contract with limits of not less than \$1,000,000 per occurrence and to provide the Hotel with a certificate of insurance naming Hotel, Hilton and the owner as an additional insured for your event.

11. **AUXILIARY AIDS:** The Hotel represents and you acknowledge that the Hotel facilities being rented for you including guest rooms, common areas and transportation services will be in compliance with our public accommodation requirements under the Americans With Disabilities Act. You agree that one week in advance you will furnish to us a list of any auxiliary aids needed by your attendees in meeting or function space. You agree to pay all charges associated with the provision of such aids. When your attendees make room reservations, please ask them to notify us of their auxiliary aid needs so that we may notify you as to the names of businesses with which you may contract to obtain those aids.

12. **PROMOTIONAL CONSIDERATIONS:** We have the right to review and approve any advertisements or promotional materials in connection with your function that specifically reference any name or logo of the Hilton family of Hotel brands.

13. **ARBITRATION:** The parties agree that any dispute in any way arising out of or relating to this contract will be resolved pursuant to the law of the state where the Hotel is located, and through arbitration before JAMS/ENDISPUTE® or American Arbitration Association, with the prevailing party entitled to an award of its reasonable attorney fees. The parties further agree that in any arbitration proceeding they may conduct reasonable discovery pursuant to the Federal Rules of Civil Procedure, that the law of the state in which the Hotel is located will be the governing law, and any arbitration award will be enforceable in state or federal court.

14. **ACCEPTANCE:** All of the above facilities and services are being held on a first option tentative basis until **Monday, March 5, 2007**. After this date, all contractual items noted herein shall be null and void unless notified in writing by WACYPAA of a delay with the subsequent acceptance of the delay by the hotel.

ACCEPTED AND AGREED TO:

WACYPAA

Doubletree Hotel Boise - Riverside

By: _____
Moshe Kasher

By: _____
Curt Asmussen
Sales Manager

Gabe Stransky
Hotel Chair

Date: _____

Date: _____