



THE GROVE HOTEL
DOWNTOWN BOISE

March 27, 2009

Ms. Sue Huizinga, Director
Northwest Association of Special Programs
Boise State University
1910 University Drive
Boise, ID 83725

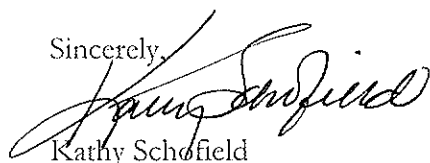
Dear Ms. Huizinga:

Thank you for returning the signed contract for the Northwest Association of Special Programs accommodations and events in October of 2010. I have countersigned and enclosed a copy for your records. The information has been forwarded to our Reservations, Conference Services and Catering departments and space is reserved for your group's arrival at The Grove Hotel, **Boise's only Four Diamond Hotel.**

Please note that the cut-off date for making reservations at this group rate is **September 23, 2010.** Reservations made after this date will only be offered the group rate if hotel availability permits.

As we approach your event date, Wendy Maple, your Catering Manager, will contact you to discuss menus and setup details. Wendy Maple will be your catering contact for the meeting and will be available if you have any questions or concerns for your group's event. If you need information regarding your room block or other contract issues, please feel free to contact Jennifer Schutte, your Conference Service Manager at 208-472-4363. We look forward to working with you.

Sincerely,



Kathy Schofield
Convention Sales Manager

KLS/rsm
Enclosure





THE GROVE HOTEL
Coast Hotels & Resorts ©

Contract

Date: October 28, 2008
Sales Person: Kathy Schofield, Convention Sales Manager
Group Name: Northwest Association of Special Programs (“Client”)
Name of Event: Northwest Association of Special Programs
Contact/Title: Ms. Sue Huizinga, Director
Address: Boise State University, 1910 University Drive, Boise, ID 83725
Telephone: 208-426-3572
Fax: 208-426-4334

Pursuant to this contract, once accepted, Northwest Association of Special Programs will hold a meeting at The Grove Hotel.

MEETING DATES AND GUEST ROOM BLOCK

Once this contract is accepted, we will remove from our inventory and consider sold to you for your use room nights pursuant to the following arrival and departure pattern:

	<u>Saturday:</u> <u>10/23/2010</u>	<u>Sunday:</u> <u>10/24/2010</u>	<u>Monday:</u> <u>10/25/2010</u>	<u>Tuesday:</u> <u>10/26/2010</u>
Standard Rooms	8	24	24	24
Queen 2 Beds	10	70	70	70
Terrace Suite	2	6	6	6
Total	20	100	100	100

Total Room Nights: 320

GUEST ROOM RATES

Rates for your meeting are confirmed as follows:

	<u>Rate</u>	<u>Single/Double</u>
Standard Room		\$104
Queen 2 Beds		\$104
Terrace Suite		\$159

Room rates quoted above are non-commissionable, net rates, subject to tax, which is currently thirteen percent (13%).

Your group rates will be honored for your attendees two days before group arrival and two days after group departure based on rate and space availability.

PARKING

There will be a charge of \$7.00 for guest’s overnight self-parking, and an hourly charge for members of your group who are not staying at the hotel; free for the first hour, \$1.50 for each

PORTERAGE

A portorage charge of \$1.50 per carton will be applied to cover The Grove Hotel labor delivery charges for packages delivered to either guest or meeting rooms.

GUEST PACKAGES/CONVENTION MATERIALS

The Grove Hotel has agreed to receive and store up to fifty (50) boxes at no charge to Client. Packages should arrive no earlier than three days prior to conference start date. All packages should be properly marked by including the following information: Group Name & Contact, Conference Name, Conference Dates, Number of Boxes, and the Hotel Contact Name. Please be sure to issue call tags for all materials to be shipped back. Due to the volume of packages handled, please notify our Catering Department prior to all deliveries. All packages are to be delivered to: The Grove Hotel, 245 South Capitol Blvd., Boise, ID 83702, Attn.: Receiving.

COMPLIMENTARY ACCOMMODATIONS

The hotel will provide one (1) complimentary room night, at the lowest group room rate, on a cumulative basis, for each forty (40) room nights within the pattern set forth above actually occupied by attendees of Northwest Association of Special Programs and paid for at the full contract rate. The hotel shall credit Northwest Association of Special Programs's Master Account for the total number of complimentary accommodations accrued by Northwest Association of Special Programs at the conclusion of your meeting.

COMPLIMENTARY SUITES AND UPGRADES;

The Grove Hotel will provide the following complimentary suites over and above its normal complimentary policy:

<u>Quantity</u>	<u>Suite Type</u>	<u># of Bedrooms</u>	<u>Arrival</u>	<u>Departure</u>	<u>TOTAL VALUE</u>
(1)	(1)	Hospitality suite	10-23-2010	10-27-2010	\$2,000.00

ROOM RESERVATION PROCEDURES

From the moment this contract is accepted, we will be holding your contracted guest room block for the use of your attendees. The Grove Hotel has no obligation to provide room nights beyond those contained in the room block.

In order to assign individuals to specific rooms, room reservations will be required. **We understand that your guests will be phoning in their reservation requests, to the following number: 1-888-961-5000. It is important that each of your guests contact the hotel by September 23, 2010, thirty days prior to your arrival date** and identify themselves as part of your group, and provide us with guest name, requested type of room, request bed type (i.e. king, double/double or suites) check-in and check-out dates and VIP status. Any requests for special room arrangements must be made at the time of call. It would be appreciated if The Grove Hotel could be included on the attendee mailing list, to stay informed as to when reservations are likely to begin arriving. The Grove Hotel does not confirm reservations to the individual in writing..

Thirty days prior to your arrival date, all room nights, which have not been reserved as described above, will be deemed to be room nights which your group will not use, and they will become subject to the attrition provisions herein. **Such room nights will at that date be returned to**

The Grove Hotel's general inventory. Reservation requests from your attendees received less than thirty days prior to your arrival date will be accepted on a space available basis, at the higher of the contract rate. Should such requests be accepted, such room nights will be credited to your block for purposes of any calculation of attrition.

CHECK-IN / CHECK-OUT

Guest accommodations will be available at 3:00 pm on arrival day and reserved until 11:00 am on departure day. Any attendee wishing special consideration for late check-out should inquire at the front desk on the day of departure. Should The Grove Hotel allow for late checkout, it may impose a half-day rate.

GUEST ROOM CHARGES

It is our understanding that your guests will pay their own account upon departure. Group assumes full and sole responsibility for informing all attendees of the room rate, applicable taxes, and parking rates are separate and distinct from the room rate and from taxes. When reservations are made, we will require a credit card guarantee for the room rate and tax for the first night for each reservation. An individual's credit card will be charged for the first night room and tax if The Grove Hotel does not receive notice of an individual's cancellation at least 24 hours prior to scheduled arrival, though this shall have no bearing upon the group's total liability pursuant to either the attrition or cancellation clauses herein. Group shall inform its attendees of this policy. Upon check-in, each guest will be required to present a valid credit card, on which an amount of sufficient pre-authorization can be obtained to cover the room and tax charges and parking for the length of the guest's stay, plus the anticipated use of The Grove Hotel's ancillary services and we require each guest's home/business address and e-mail address.

When reservations are made for sub-groups requesting ten or more rooms, we will require a credit card guarantee to the room rate and tax for the first night for each reservation.

The Grove Hotel must receive notice of an individual's cancellation at least 24 hours prior to scheduled arrival. This shall have no bearing upon the group's total liability pursuant to either the attrition or cancellation clauses herein.

FOOD & BEVERAGE / MEETING REQUIREMENTS

Though we usually charge for usage of our function space, The Grove Hotel will provide all of the function space you require in accordance with the schedule of events which is described below on a complimentary basis with a minimum banquet food and beverage purchase of \$22,000.00. Special requests or set-ups should be made through our in-house Catering Department and may incur additional charges. In recognition of the revenue we will derive from the provision of room nights and food and beverage services and ancillary services hereunder. The hotel reserves the right to adjust function space at the reservations due date based on attendance at levels lower than contracted. Please ensure that the schedule below includes all space necessary to accommodate set-up and breakdown times, all audio-visual needs, head tables and displays.

Should you desire additional food and beverage services and/or meeting space beyond that specified in the schedule of events below, please advise us as soon as possible so that we may attempt to secure such additional space for your use. The hotel reserves the right to make reasonable substitutions in meeting and banquet rooms and/or menu selections. Diagrams and

identification of The Grove Hotel's meeting space to be used for your meeting may not be disseminated by the group without The Grove Hotel's prior approval.

Should you desire to add food and beverage services and/or meeting space, (beyond that specified in the schedule of events below), please advise us as soon as possible so that we may attempt to secure such (additional) space for your use. The Grove Hotel reserves the right to make reasonable substitutions in meeting and banquet rooms and/or menu selections. Diagrams and identification of The Grove Hotel's meeting space to be used for your meeting may not be disseminated by the group without The Grove Hotel's prior approval. Any such additional services will require an addendum.

SCHEDULE OF EVENTS

<u>Date: 10/24/2010</u>	<u>Start Time</u>	<u>End Time</u>	<u>Function</u>	<u>Room</u>	<u>Setup</u>	<u>Agr</u>	<u>Room Rental</u>
Sunday	12:00 PM	6:00 PM	Setup	Landing II - 2nd Floor	Exhibit	10	waived
	3:00 PM	8:00 PM	Registration	Landing I - 2nd Floor	Registration		waived
	5:00 PM	7:30 PM	Meeting	Clearwater - 3rd Floor	Theater	30	waived
	6:00 PM	9:00 PM	Exhibits	Landing II - 2nd Floor	Exhibit	10	waived
	7:30 PM	9:00 PM	Meeting	Aspen - 2nd Floor	Theater	100	waived
	9:00 PM	10:00 PM	Reception	Evergreen/Cedar - 2nd Floor	Rounds	100	waived
<u>Date: 10/25/2010</u>	<u>Start Time</u>	<u>End Time</u>	<u>Function</u>	<u>Room</u>	<u>Setup</u>	<u>Agr</u>	<u>Room Rental</u>
Monday	7:00 AM	12:00 AM	Exhibits	Landing II - 2nd Floor	Exhibit	10	waived
	8:00 AM	8:00 PM	Registration	Landing I - 2nd Floor	Registration		waived
	8:30 AM	10:00 AM	Breakfast	Evergreen/Cedar - 2nd Floor	Crescent Rounds	172	waived
	10:15 AM	11:30 AM	Breakout	Aspen - 2nd Floor	Classroom	30	waived
	10:15 AM	11:30 AM	Breakout	The Ivy - 2nd Floor	Classroom	30	waived
	10:15 AM	11:30 AM	Breakout	White Water - 3rd Floor	Classroom	30	waived
	10:15 AM	11:30 AM	Breakout	River Fork - 3rd Floor	Classroom	30	waived
	10:15 AM	11:30 AM	Breakout	Rapids - 3rd Floor	Classroom	30	waived
	10:15 AM	11:30 AM	Breakout	Clearwater - 3rd Floor	Classroom	20	waived
	11:45 AM	2:00 PM	Lunch	Evergreen/Cedar - 2nd Floor	Crescent Rounds	165	waived
	2:15 PM	4:15 PM	General Session	Evergreen/Cedar - 2nd Floor	Crescent Rounds	165	waived
	4:00 PM	6:00 PM	Reception	Rapids - 3rd Floor	Caberet	50	waived
	4:00 PM	6:00 PM	Reception	Aspen - 2nd Floor	Caberet	50	waived
	4:00 PM	6:00 PM	Reception	River Fork - 3rd Floor	Caberet	30	waived
	4:00 PM	6:00 PM	Reception	White Water - 3rd Floor	Caberet	30	waived
	6:30 PM	7:30 PM	Meeting	Cedar - 2nd Floor	Theater	100	waived
	6:30 PM	9:00 PM	Meeting	Aspen - 2nd Floor	Theater	100	waived
<u>Date: 10/26/2010</u>	<u>Start Time</u>	<u>End Time</u>	<u>Function</u>	<u>Room</u>	<u>Setup</u>	<u>Agr</u>	<u>Room Rental</u>
Tuesday	7:00 AM	12:00 AM	Exhibits	Landing II - 2nd Floor	Exhibit	10	waived
	8:00 AM	8:00 PM	Registration	Landing I - 2nd Floor	Registration		waived
	8:30 AM	9:30 AM	Breakfast	Evergreen/Cedar - 2nd Floor	Rounds	172	waived
	9:45 AM	3:45 PM	Breakout	White Water - 3rd Floor	Classroom	30	waived
	9:45 AM	3:45 PM	Breakout	River Fork - 3rd Floor	Classroom	30	waived

	9:45 AM	3:45 PM	Breakout	Rapids - 3rd Floor	Classroom	30	waived
	9:45 AM	3:45 PM	Breakout	Clearwater - 3rd Floor	Classroom	20	waived
	9:45 AM	3:45 PM	Breakout	Aspen - 2nd Floor	Classroom	30	waived
	9:45 AM	3:45 PM	Breakout	The Ivy - 2nd Floor	Classroom	30	waived
	9:45 AM	3:45 PM	Breakout	Executive Suite 214	Theater	30	waived
	9:45 AM	3:45 PM	Breakout	Executive Suite 213	Theater	20	waived
	5:30 PM	6:30 PM	Reception	Evergreen/Cedar - 2nd Floor	Rounds	130	waived
	6:30 PM	10:00 PM	Dinner	Evergreen/Cedar - 2nd Floor	Rounds	130	waived
	9:15 AM	10:30 AM	Breakout	White Water - 3rd Floor	Classroom	30	waived
Date: 10/27/2010	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
Wednesday	8:00 AM	9:00 AM	Breakfast	Evergreen/Cedar - 2nd Floor	Rounds	130	waived
	9:15 AM	10:30 AM	Breakout	River Fork - 3rd Floor	Classroom	30	waived
	9:15 AM	10:30 AM	Breakout	Rapids - 3rd Floor	Classroom	30	waived
	9:15 AM	10:30 AM	Breakout	Clearwater - 3rd Floor	Classroom	20	waived
	9:15 AM	10:30 AM	Breakout	Aspen - 2nd Floor	Classroom	30	waived
	9:15 AM	10:30 AM	Breakout	The Ivy - 2nd Floor	Classroom	30	waived
	9:15 AM	10:30 AM	Breakout	Executive Suite 214	Theater	30	waived
	9:15 AM	10:30 AM	Breakout	Executive Suite 213	Theater	20	waived
	10:45 AM	12:00 PM	General Session	Evergreen/Cedar - 2nd Floor	Rounds of 8	130	waived

ROOM BLOCK AND SERVICES COMMITMENT

When you contract for a block of rooms, meeting facilities, and for food and beverage services, those room nights, facilities and services are removed from our inventory and considered sold to you, and the hotel makes financial plans based upon the revenues it expects to achieve from your full performance of the contract. It is impossible for the hotel to know in advance whether or under what circumstances or at what rates it would be able to resell your contracted room nights, services or facilities if you do not use them, either as the result of a cancellation of your meeting or as the result of less than contracted room block usage or less than contracted usage of food and beverage functions ("attrition"). In most instances, when groups do not use their contracted room nights or services, The Grove Hotel is unable to resell those room nights or services and even when room nights or services are resold, they are generally not resold at the same rates, may be resold to groups which would have utilized the hotel at another time, are not resold to groups that have the same needs as the original group, etc. Even when rooms or services may be resold, it is costly to re-market the rooms and facilities, and such efforts divert the attention of our sales staff from selling the hotel's rooms and facilities at other times. While your room block has been held out of our inventory, we may have turned away more lucrative groups in order to meet our commitment to you.

For all these reasons and others, we agree that in the event of cancellation or attrition, the following charges, which represent a reasonable effort on behalf of The Grove Hotel to establish its loss prospectively, shall be due as liquidated damages. Because The Grove Hotel reasonably expects to derive revenue from your meeting above and beyond that revenue derived from the provision of room nights and food and beverage services, and because it is difficult to estimate

the actual revenue which may be derived from your meeting, the amounts due as and for liquidated damages are intended to compensate the hotel for all of its losses associated with cancellation and/or attrition.

ANTICIPATED ROOM NIGHT AND BANQUET FOOD AND BEVERAGE REVENUE FIGURES

At this time, the hotel is holding 320 room nights for your use over the contracted dates, which, including hotel fees, will generate revenues of \$34,380.00. Planned banquet food and beverage is \$22,000.00. These figures do not include applicable taxes and service charges and shall be referred to herein as the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures." All food is subject to a 19% service charge. All revenue figures are net and not inclusive of taxes, service charge or commissions.

ATTRITION

We agree to allow for a ten percent (10 %) reduction in each of the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures", provided that you make a written request for that reduction between now and 60 days prior to your arrival date. At the conclusion of your meeting, we will subtract the rooms revenue derived from your meeting (excluding revenue derived from pre and post program stays) and the amount of any permissible attrition you have taken from the Anticipated Room Night Revenue Figure set forth above. Any remaining amount will be posted as a charge to your master account, plus applicable taxes. Additionally, at the conclusion of your meeting, we will subtract the banquet food and beverage revenue, plus the service charge, excluding the tax, derived from your meeting and the amount of any permissible attrition you have taken from the Anticipated Room Night Figure set forth above and Banquet Food and Beverage Revenues on the BEO. Any remaining amount will be posted as a charge to your master account, plus applicable taxes and service charges.

CANCELLATION

In the event of a group cancellation occurring 0 to 90 days prior to arrival, liquidated damages in the amount of ninety percent of the "Anticipated Room Night and Banquet Food and Beverage Revenues Figures" will be due, plus applicable taxes and service charges.

In the event of a group cancellation occurring 91 to 180 days prior to arrival, liquidated damages in the amount of seventy percent of the "Anticipated Room Night and Banquet Food and Beverage Revenues Figures" will be due, plus applicable taxes and service charges.

In the event of a group cancellation occurring 181 to 365 days prior to arrival, liquidated damages in the amount of fifty percent of the "Anticipated Room Night and Banquet Food and Beverage Revenues Figures" will be due, plus applicable taxes and service charges.

In the event of a group cancellation occurring between the time of acceptance of this contract and 366 days prior to arrival, liquidated damages in the amount of forty percent of the "Anticipated Room Night and Banquet Food and Beverage Revenues Figures" will be due, plus applicable taxes and service charges.

FORCE MAJEURE

No damages shall be due for failure of performance occurring due to Acts of God, war, terrorist act, government regulation, riots, disaster, or strikes, any one of which make performance impossible. The Grove Hotel shall have no liability for power disruptions or alarms of any kind.

BILLING PROCEDURES AND DEPOSIT SCHEDULE

Please complete the enclosed direct bill application and return it to our Accounting Department within thirty (30) days so that we may approve credit for your meeting. In the event that credit is not requested or is not approved, pre-payment of your total estimated Master Account will be due prior to your arrival, in accordance with a schedule to be determined by the hotel at its sole discretion. Under such circumstance, failure to remit the appropriate pre-payment on a timely basis will be considered a cancellation by the group and the group shall be liable for amounts as described in the cancellation provisions.

The following item(s) shall be charged to the Master Account: banquet food and beverage charges, attrition charges, meeting space, rental charges (if any), cancellation charges, audio-visual charges and any other charges billed to the Master Account at the request of the authorized representative of the group, as designated by the group in advance of the commencement of the meeting. Moreover, all third party charges for services and/or supplies, not directly supplied by The Grove Hotel, will be billed to the Master Account whether they have been arranged for, by The Grove Hotel or directly by the Group. Group further agrees that all charges associated with use of the grounds, function space, facilities and service of the Hotel by its vendors shall be posted to the Master Account.

During the course of your meeting, we would be pleased to have you meet with us each day, to review your master bill and to keep it accurate and up to date. Please let your Convention Services Manager know if you wish to establish a daily meeting.

A final bill, containing receipts and other back-up information, will be mailed to the Group within thirty (30) days of the Group's departure. Master Account charges may be paid in the form of cash, credit card, check or bank transfer. All master account charges not paid within 10 days of the billing date will bear interest at the lower of the rate of 1.5% per month, compounded monthly, if permissible by law, or the highest rate permissible by law. Should the hotel, in its sole discretion, deem collection action necessary in regard to outstanding balances hereunder, all costs associated with that collection action, including attorney's fees, shall be posted to the master account.

Individual guest accounts are payable at check-out by cash or credit card.

AUDIO-VISUAL EQUIPMENT

The Grove Hotel works exclusively with Aatronics, Inc. as our audio-visual supplier. Should Group utilize an outside vendor or its own equipment, (1) the Hotel's standards must be adhered to as outlined by your Conference Service Manager in an effort to ensure guest safety; (2) any technical support required by our supplier (if available) to assist with outside equipment will be subject to a labor fee of \$45.00 per hour, with a one-hour minimum.

IN-HOUSE EQUIPMENT

The Grove Hotel will provide at no charge a reasonable amount of meeting equipment (i.e. tables, chairs, etc.). This complimentary arrangement does not include special set-ups or extraordinary formats that The Grove Hotel does not supply or that would deplete The Grove Hotel's supply of equipment.

OUTSIDE CONTRACTORS

The Grove Hotel offers all services necessary for a successful meeting. However, if Group finds it necessary to use outside services, any companies, firms, agencies, individuals and groups hired by or on behalf of Group shall be subject to prior approval by the Hotel. Upon prior reasonable notice to the Hotel from Group, The Grove Hotel shall cooperate with such contractors and provide them with facilities at the premises to the extent that the use and occupancy of the facilities by the contractor does not interfere with the use and enjoyment of The Grove Hotel premises by other guests and members of The Grove Hotel. Group's contracts with its contractors will all specify that contractor and the group will indemnify and hold The Grove Hotel harmless from any and all damages or liabilities, which may arise by such Contractors or through their use.

INSURANCE AND INDEMNIFICATION

The Grove Hotel and Northwest Association of Special Programs each agree to carry and maintain and provide evidence of liability and other insurance in amounts sufficient to provide coverage against any claims arising from any activities arising out of or resulting from the respective obligations pursuant to this contract. Group's insurance policy shall name The Grove Hotel as an additional insured. Damage to The Grove Hotel premises by the Group or appointed contractors will be the Group's responsibility. Group will accept full responsibility for any damages resulting from any action or omission of their individual attendees in conjunction with organized group activities. The Grove Hotel is not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal effects brought into The Grove Hotel, and/or for the loss of equipment, exhibits or other materials left in meeting rooms.

The Grove Hotel reserves the right to approve all outside contractors hired for use by the Group in The Grove Hotel, and may have a list of approved contractors and vendors. The Grove Hotel must be notified in advance of any proposed vendor. The Grove Hotel reserves the right to advance approval of all specifications, including electrical requirements, from all outside contractors, and to charge a fee for outside services brought into The Grove Hotel. The Group and/or outside contractors must provide proof of worker's compensation insurance for employees who will work on The Grove Hotel's premises and proof of adequate general liability coverage for the Group and/or outside contractors' activities while on The Grove Hotel's premises, and must comply with all other similar requirements The Grove Hotel deems appropriate, in its sole discretion, regarding use of function space, facilities and use of The Grove Hotel services.

The Grove Hotel shall indemnify, defend and hold harmless the Group and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by The Grove Hotel's negligence in connection with the provision of services or the use of the Hotel facilities, except to the extent and percentage attributable to the Group's or its members', agents', employees', or Exhibitors'

negligence. The Hotel shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

HOTEL POLICIES

Logo: The Group shall not use the name, trademark or logo or any other proprietary designation of The Grove Hotel in any advertising or promotional material without prior written permission of The Grove Hotel. Group shall comply with the terms and conditions required by The Grove Hotel for such use.

Utilities: All electrical services and utilities, including phone and riggings, must be contracted for through The Grove Hotel's Convention Services Department.

Signage: Signs and banners are not allowed in The Grove Hotel's public areas. In regard to the group's meeting space, all signs must be professionally printed and their placement and posting pre-approved by the Convention Services Department. Nothing shall be posted, nailed, screwed or otherwise attached to walls, floors, or other parts of the building or furniture. Distribution of gummed stickers or labels is strictly prohibited. Group will be charged for any damage of the facility.

Food Policy: No food and/or beverage of any kind will be permitted to be brought into The Grove Hotel by the group or any of the group's guests. All food and beverage items served in public meeting rooms must be supplied and prepared by The Grove Hotel. Though the group's obligation for food and beverage revenue is set forth herein, menu selections, room requirements, and all other arrangements must be received at least thirty (30) days prior to the meeting, and we require the guaranteed number of persons to be served at each food function 72 business hours prior to the date of the function. If we do not receive a final count for the Group within this timetable, the Group will be charged for the maximum number of people originally scheduled to attend the function.

AUTHORITY

The persons signing the agreement on behalf of The Grove Hotel and Northwest Association of Special Programs each warrant that they are authorized to make agreements and to bind their principals to this agreement.

MISCELLANEOUS PROVISIONS

This contract is made and to be performed in Boise, ID, and shall be governed by and construed in accordance with Idaho law. By executing this agreement, Northwest Association of Special Programs consents to the exercise of personal jurisdiction over it by the courts of the State of Idaho. This contract is the entire agreement between the parties, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications between the parties, and may only be supplemented or changed in writing, signed by a representative of the group and The Grove Hotel's General Manager. No representative of The Grove Hotel has been or is authorized to make any representation, which varies from the express terms of this contract, though this contract may be supplemented or amended in writing. Group may not assign any benefits arising under or associated in any way with this contract without prior consent of The Grove Hotel. In the event of litigation arising from or associated with this contract, the parties agree that the prevailing party therein shall recover its attorney's fees and

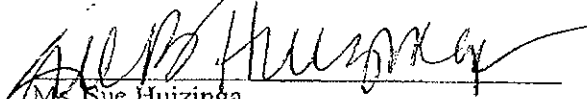
costs incurred therein. Any legal action in connection with this agreement shall be brought or maintained only in the courts of the State of Idaho, and only in Ada County.

ACCEPTANCE

This contract shall be deemed accepted only after it has been signed by a representative of the group and thereafter signed by a representative of The Grove Hotel. Acceptance may be made by facsimile transmission and this contract may be executed on one or more counterparts, each of which when fully executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement.

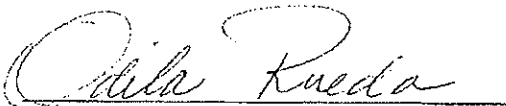
We look forward to working with you and to hosting a memorable meeting.

By Northwest Association of Special Programs authorized representative:


Ms. Sue Huizinga
Director ~~BSU TRIO Pk - College Programs~~
~~Northwest Association of Special Programs~~

3/26/09
Date

2010 NdSP Conference Chair person



3/25/09
Date

Ms Odila Rueda
President
Northwest Association of Special Programs

By the authorized representative of The Grove Hotel:


Kathy Schofield
Convention Sales Manager
The Grove Hotel

3/27/09
Date