



DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between: Downtown Waterfront Portland Marriot and Northwest Association of Special Programs and outlines specific conditions and services to be provided.

ORGANIZATION: Northwest Association of Special Programs

CONTACT:

Name: Scott Clyde
 Street Address: University of Idaho-College of Education
 Education Building, Room 111
 P.O. Box 443080
 City, State: Moscow, ID
 Postal Code: 83844-3080
 Country: USA
 Phone Number: (208) 885-9098
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 E-mail Address: scottc@uidaho.edu

NAME OF EVENT: Northwest Association of Special Programs 2008 Annual Meeting

OFFICIAL PROGRAM DATES: Saturday, 11/29/2008 - Thursday, 12/04/2008

ANTICIPATED ATTENDANCE: 140

GUEST ROOM COMMITMENT

The Hotel agrees that it will provide, and Northwest Association of Special Programs agrees that it will be responsible for utilizing, 310 room nights in the pattern set forth below (such number and such pattern, the “Room Night Commitment”):

Date	Day	Standard	Suite	Total Rooms
11/29/2008	Sat	19	1	20
11/30/2008	Sun	99	1	100
12/01/2008	Mon	99	1	100
12/02/2008	Tue	84	1	85
12/03/2008	Wed	4	1	5

Start Date	End Date	Room Type	Single	Double	Triple	Quad
11/29/2008	12/04/2008	Standard	\$125.00	125.00	125.00	125.00

GROUP ROOM RATES

Hotel's corporate rates for December of 2008 are as follows:

Single:	\$209.00
Double:	\$209.00
Triple:	\$209.00
Quads:	\$209.00
Suites:	\$400.00-\$600.00

Based upon Program's total program requirements as outlined in this agreement, Hotel confirms the following group rates (net of all taxes):

Single:	\$125.00
Double:	\$125.00
Triple:	\$125.00
Quads:	\$125.00
Suites:	\$400.00-\$600.00

Hotel room rates are subject to applicable state and local taxes (12.5%) in effect at the time of check in.

SPECIAL CONCESSIONS

In consideration of the Room Night Commitment and the functions identified on the Function Information Agenda/Event Agenda, Hotel will provide Northwest Association of Special Programs with the following special concessions:

1. One (1) Complimentary room night per fifty (50) room nights occupied on a cumulative basis.
2. One (1) Complimentary Presidential Suite with connecting king room. 11/29/2008-12/03/2008.
3. One (1) Complimentary gift certificate for a one night's stay at the Portland Marriott Downtown Waterfront for the Northwest Association of Special Programs Silent Auction.
4. The Northwest Association of Special Programs has a Discounted Parking Rate of \$14.00 Per Vehicle, Per Night.
5. The Northwest Association of Special Programs is being offered a 15% Discount of Audio Visual.

COMPLIMENTARY ROOMS

Northwest Association of Special Programs will be entitled to one (1) complimentary room night for every 50 revenue-generating room nights occupied on a cumulative basis

Complimentary guest rooms must be utilized during the Event.

COMMISSION

The group room rates listed above are net non-commissionable. Northwest Association of Special Programs will advise its designated agency(ies) of these rates and address any resulting agency compensation issues directly with the management of the appropriate agency.

METHOD OF RESERVATIONS

Reservations for the Event will be made by individual attendees directly with Marriott reservations at 1-800-546-9513.

GUARANTEED RESERVATIONS

All reservations must be accompanied by a first night room deposit, or guaranteed with a major credit card or by Northwest Association of Special Programs. Hotel will not hold any reservations unless secured by one of the above methods.

CUT-OFF DATE

Reservations by attendees must be received on or before **11/07/2008**. At the Cut-Off Date, Hotel will review the reservation pick up for the Event, release the unreserved rooms for general sale, and determine whether or not it can accept reservations based on a space- and rate-available basis at the Northwest Association of Special Programs group rate after this date.

Release of rooms for general sale following the Cut-Off Date does not affect Program’s obligation, as discussed elsewhere in this Agreement, to utilize guest rooms.

MASTER ACCOUNTS

Hotel must be notified in writing at least 10 days prior to arrival of the authorized signatories and the charges that are to be posted to the Master Account. Any cancellation or attrition fees will be billed to the Master Account.

METHOD OF PAYMENT

The method of payment of the Master Account will be established upon approval of Program’s credit.

The Northwest Association of Special Programs has billing history with the Portland Marriott Downtown Waterfront. The Established Customer number for the Northwest Association of Special Programs is #49602.

In the event that credit is not approved, Northwest Association of Special Programs agrees to pay an advance deposit in an amount to be determined by the Hotel in its reasonable discretion.

The outstanding balance of the Program’s Master Account (exclusive of disputed charges) will be due and payable upon receipt of invoice. Northwest Association of Special Programs will raise any disputed charge(s) within 45 days after receipt of the invoice. The Hotel will work with Northwest Association of Special Programs in resolving any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute. If payment of any invoice is not received within thirty (30) days of the date on which it was due, Hotel will impose a finance charge at the rate of the lesser of 1-1/2% per month (18% annual rate) or the maximum allowed by law on the unpaid balance commencing on the invoice date.

FACILITY SERVICE FEES

Based on Program’s requirements, Hotel’s function space fees would be \$1500.00. Based upon the Room Night Commitment and the functions identified on the Function Information Agenda/Event Agenda outlined in this Agreement, the Hotel will waive the fees.

Should the room nights actually used be 20% less than the Total Room Nights, Northwest Association of Special Programs agrees to pay the fees listed below:

Percentage of Total Room Nights Occupied	Total Facilities Service Fee
80%-100%	Waived
60%-79%	\$5,000.00
40%-59%	\$10,000.00
0%-39%	\$13,500.00

ROOMS ATTRITION

Hotel is relying upon Program’s use of the Room Night Commitment. Northwest Association of Special Programs agrees that a loss will be incurred by Hotel if Program’s actual usage is less than 80% of the Room Night Commitment.

If Program’s actual usage is less than 80% of the Room Night Commitment, Northwest Association of Special Programs agrees to pay, as liquidated damages and not as a penalty, the difference between 80% of the Room Night Commitment and Program’s actual usage, multiplied by the average group room rate.

ADJUSTMENTS TO CONCESSIONS

In the event of reductions in the Room Night Commitment of more than 20%, the Hotel may adjust any concessions previously offered in this Agreement, including those concessions offered on a complimentary basis, and may also adjust the Function Space in direct proportion to the reduction in the Room Night Commitment.

FOOD AND BEVERAGE REQUIRMENTS

Hotel will confirm the food and beverage prices 11 months prior to Northwest Associations of Special Programs arrival date.

CURRENT CATERING MINIMUM RATES

Hotel’s 2007 minimum catering prices are as follows:

Continental Breakfast:	\$14.50 per person
Breakfast:	\$16.00 per person
Lunch:	\$23.00 per person
Dinner:	\$38.00 per person
Reception:	\$25.00 per person

These quotations do not include any applicable service charge of 22%. All food and beverage served in the Hotel must be purchased from the Hotel.

CANCELLATION

Northwest Association of Special Programs acknowledges that if it cancels or otherwise essentially abandons its planned use of the Room Night Commitment (a “Cancellation”), this action would constitute a breach of Program’s obligation to Hotel and Hotel would be harmed. Because Hotel’s harm (and Northwest Association of Special Program’s obligation to compensate Hotel for that harm) is likely to increase if there is a delay in notifying Hotel of any Cancellation, Northwest Association of Special Programs agrees to notify Hotel , in writing, within five (5) business days of any decision to Cancel. In addition, if a Cancellation occurs, the parties agree that:

- (a) It would be difficult to determine Hotel’s actual harm.
- (b) Due to the short period of time between the execution of this Agreement and the Event dates, and/or the projected non-capacity occupancy of the Hotel over the Event dates, Hotel is unlikely to be able to resell rooms or function space on a “last-sale” basis in the event of a Cancellation.
- (c) The amount set forth below reasonably estimates Hotel’s harm for a Cancellation.

Date of Decision to Cancel for 2008 Conference	Amount of Liquidated Damages Due
Date of Agreement to July 13, 2007	\$4,000.00
From July 14, 2007 to October 12, 2007	\$7,000.00
From October 13, 2008 to April 12, 2008	\$9,000.00
From April 13, 2008 to July 12, 2008	\$15,000.00
From July 13, 2008 to October 12, 2008	\$20,000.00
From October 13, 2008 to Date of Arrival	\$30,000.00

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or Northwest Association of Special Programs will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

COMPLIANCE WITH THE LAW

This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and Northwest Association of Special Programs agree to cooperate with each other to ensure compliance with such laws.

INHOUSE EQUIPMENT

Hotel will provide, at no charge, a reasonable amount of meeting equipment (for example, chairs, tables, chalkboards, etc). These complimentary arrangements do not include special setups or extraordinary formats that would deplete Hotel’s present in-house equipment to the point of requiring rental of an additional supply to accommodate Northwest Association of Special Program’s needs. If such special setups or extraordinary formats are requested, Hotel will present Northwest Association of Special Programs two (2) alternatives: (1) charging the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost

LITIGATION EXPENSES

The parties agree that, in the event litigation relating to this Agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorneys’ fees.

LIQUOR LICENSE

Northwest Association of Special Programs understands that Hotel’s liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are under age.

ACCEPTANCE

Prior to execution by both parties, this document represents an offer by the Hotel. Unless the Hotel otherwise notifies Northwest Association of Special Programs at any time prior to Northwest Association of Special Program’s execution of this document, the outlined format and dates will be held by the Hotel for Northwest Association of Special Programs on a first-option basis until **Friday, February 23, 2007**. If Northwest Association of Special Programs cannot make a commitment prior to that date, the offer will revert to a second option basis or, at the Hotel’s option, the arrangements will be released, in which case neither party will have any further obligations. Upon receipt by Hotel of a fully executed version of this Agreement prior to **Friday, February 23, 2007**, or upon Hotel’s acceptance of a fully executed version of this Agreement after such date, it will be placed on a definite basis and will be binding upon Hotel and Northwest Association of Special Programs.

Hotel and Northwest Association of Special Programs have agreed to and have executed this Agreement by their authorized representatives as of the dates indicated below.

SIGNATURES

Approved and authorized by Northwest Association of Special Programs.

Name: (Print) _____

Title: (Print) _____

Signature: _____

Date: _____

Approved and authorized by Hotel:

Name: Michelle Clark, CMP

Title: Sales Manager

Signature: _____

Date: _____

FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by Northwest Association of Special Programs, the Hotel has reserved the function space set forth is attached the Function Information Agenda/Event Agenda.

Date	Day	Start Time	End Time	Function Type	Setup	# People
11/29/2008	Sat	11:00 AM	6:00 PM	Board Meeting	Conference	15
		12:00 PM	3:59 PM	Holding Room	Special	1
		12:00 PM	3:59 PM	Holding Room	Special	2
11/30/2008	Sun	9:00 AM	2:00 PM	Meeting	Conference	20
		4:00 PM	8:00 PM	Holding Room	Special	1
		4:00 PM	8:00 PM	Registration	Special	2
		5:30 PM	6:00 PM	Set Up	U-Shape	1
		6:00 PM	8:30 PM	Meeting	U-Shape	20
12/1/2008	Mon	7:00 AM	5:00 PM	Holding Room	Special	1
		7:00 AM	5:00 PM	Registration	Special	2
		8:00 AM	9:00 AM	General Session	Rounds of 6	100
		9:45 AM	11:00 AM	Breakout	Schoolroom	40
		9:45 AM	11:00 AM	Breakout	Schoolroom	40
		9:45 AM	11:00 AM	Breakout	Schoolroom	40
		9:45 AM	11:00 AM	Breakout	Schoolroom	40
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		2:30 PM	4:00 PM	Breakout	Schoolroom	40
		2:30 PM	4:00 PM	Breakout	Schoolroom	40
		3:00 PM	6:00 PM	Set Up	Rounds of 8	1
		5:30 PM	6:30 PM	Auction	Special	100
		6:00 PM	9:00 PM	Dinner	Rounds of 8	100
12/2/2008	Tue	7:00 AM	5:00 PM	Holding Room	Special	1
		7:00 AM	5:00 PM	Registration	Special	2
		8:00 AM	9:00 AM	General Session	Schoolroom	130
		9:15 AM	10:30 AM	Breakout	Schoolroom	40
		9:15 AM	10:30 AM	Breakout	Schoolroom	40
		9:15 AM	10:30 AM	Breakout	Schoolroom	40
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		9:15 AM	10:30 AM	Breakout	Schoolroom	40
		9:15 AM	10:30 AM	Breakout	Schoolroom	40
		10:00 AM	12:00 PM	Set Up	Rounds of 10	1
		10:45 AM	12:00 PM	Breakout	Schoolroom	40
		10:45 AM	12:00 PM	Breakout	Schoolroom	40
		10:45 AM	12:00 PM	Breakout	Schoolroom	40

		10:45 AM	12:00 PM	Breakout	Schoolroom	40
		10:45 AM	12:00 PM	Breakout	Schoolroom	40
		10:45 AM	12:00 PM	Breakout	Schoolroom	40
		12:00 PM	2:00 PM	Luncheon	Rounds of 10	130
		2:00 PM	3:30 PM	Breakout	Schoolroom	40
		2:00 PM	3:30 PM	Breakout	Schoolroom	40
		2:00 PM	3:30 PM	Breakout	Schoolroom	40
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		2:00 PM	3:30 PM	Breakout	Schoolroom	40
		2:00 PM	3:30 PM	Breakout	Schoolroom	40
		3:30 PM	5:30 PM	Set Up	Rounds of 10	1
		5:30 PM	6:30 PM	Reception	Rounds of 10	130
		6:30 PM	10:00 PM	Dinner	Rounds of 10	130
12/3/2008	Wed	8:00 AM	9:00 AM	General Session	Rounds of 6	130
		8:00 AM	2:00 PM	Holding Room	Special	1
		8:00 AM	2:00 PM	Registration	Special	2
		9:00 AM	12:00 PM	Breakout	Schoolroom	40
		9:00 AM	12:00 PM	Breakout	Schoolroom	40
		9:00 AM	12:00 PM	Breakout	Schoolroom	40
		9:00 AM	12:00 PM	Breakout	Schoolroom	40
		9:00 AM	12:00 PM	Breakout	Schoolroom	40
		9:00 AM	12:00 PM	Breakout	Schoolroom	40
		9:00 AM	12:00 PM	Breakout	Schoolroom	40
		10:00 AM	12:00 PM	Set Up	Rounds of 10	1
		12:00 PM	2:00 PM	Luncheon	Rounds of 10	130

After discussion with Northwest Association of Special Programs, the Hotel will have the right to reassign specific function space provided the revised space adequately accommodates the function requirements.

Initials: _____ Date: _____

Portland Marriott Downtown Waterfront

Initials: _____ Date: _____