



RENAISSANCE.
SEATTLE HOTEL

GROUP SALES AGREEMENT

515 Madison Street, Seattle, Washington 98104
Phone: (206) 583-0300 Fax: (206) 624-8125

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between: The Renaissance Seattle Hotel and Northwest Association of Special Programs and outlines specific conditions and services to be provided.

ORGANIZATION: Northwest Association of Special Programs

CONTACT: Ms. Odila Rueda
Northwest Association of Special Programs
500 L Street, Suite 501
Anchorage, Alaska 99501

Phone Number: 907-274-5522
E-mail Address: odila_diaz@yahoo.com

NAME OF EVENT: Northwest Association of Special Programs 2009
OFFICIAL PROGRAM DATES: December 4 to December 9, 2009

GUEST ROOM COMMITMENT

The Hotel agrees that it will provide, and Northwest Association of Special Programs agrees that it will be responsible for utilizing, 300 room nights in the pattern set forth below ("Room Night Commitment"):

Room Type	Occ		Fri	Sat	Sun	Mon	Tue	Total
			12/04/09	12/05/09	12/06/09	12/07/09	12/08/09	
Run of House	Sgl	Agreed	16	64	80	76	64	300
Room Rate	Sgl	Agreed	\$158.00	\$158.00	\$158.00	\$158.00	\$158.00	

*Based upon Northwest Association of Special Programs' total program requirements as outlined in this agreement, Hotel reserves the right to charge based on the prevailing U.S. government per diem in effect at the time of the meeting (net of all taxes).

Hotel room rates are subject to applicable state and local taxes (currently 15.6%) in effect at the time of check in.

SPECIAL CONCESSIONS

In consideration of the Room Night Commitment and the functions identified on the Event Agenda, Hotel will provide the following special concessions:

- One (1) Luxury Suite at the negotiated group rate

- One (1) Gift Certificate for a future 2 night stay at the Renaissance Seattle to be awarded at Auction

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. Individuals can phone 1 (800) 546-9184. The Hotel will also provide Northwest Association of Special Programs a logo link to the Renaissance website which will take individuals directly to the group rates online.

METHOD OF RESERVATIONS

Reservations will be made using the Passkey System. Individuals can make reservations via either www.passkey.com or by calling 1 (800) 266-9432.

CUTOFF DATE

Reservations must be received on or before Friday, November 20, 2009 (the "Cutoff Date"). At the Cutoff Date, Hotel will review the reservation pickup for the Event, release the unreserved rooms for general sale, and determine whether 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 Cutoff Date does not affect Northwest Association of Special Programs' obligation, as discussed elsewhere in this Agreement, to utilize guest rooms.

METHOD OF PAYMENT

The master account will be settled via direct bill using the existing credit on file for Northwest Association of Special Programs.

The outstanding balance of Northwest Association of Special Programs' 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 fourteen (14) days after receipt of the invoice. The Hotel will work with 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 1.5% per month (18% annual rate) or the maximum allowed by law on the unpaid balance commencing on the invoice date.

BILLING INSTRUCTIONS

Attendees will pay their own room, tax and incidentals incurred by them at the Hotel. Northwest Association of Special Programs will be responsible for all other charges incurred pursuant to this agreement.

EVENT AGENDA

Based on the requirements outlined by Northwest Association of Special Programs, the Hotel has reserved function space to accommodate the Event Agenda set forth below:

Time	Function	Setup	#
Saturday - December 05, 2009			

11:00 AM - 11:59 PM	Office/Storage	Tables	10
12:00 PM - 5:00 PM	Board Meeting	Conference	15
1:00 PM - 5:30 PM	Breakout	Classroom	20

Sunday - December 06, 2009

12:01 AM - 5:00 PM	Office/Storage	Tables	10
8:00 AM - 5:00 PM	Board Meeting	Conference	15
8:00 AM - 5:00 PM	Registration	Registration	4
1:00 PM - 5:30 PM	Breakout	Crescent Rounds of 6	15
1:00 PM - 5:30 PM	Breakout	Crescent Rounds of 6	15
1:00 PM - 4:00 PM	7 Habits of Highly Effective People	Crescent Rounds of 6	30
1:00 PM - 4:00 PM	Legs and Regs for Performance Management	Crescent Rounds of 6	36
1:00 PM - 4:00 PM	Pre-Conference Workshop	Crescent Rounds of 6	48
4:00 PM - 6:00 PM	Room Ready	Reception	
4:30 PM - 5:30 PM	Do You Know TRIO	Crescent Rounds of 6	36
4:30 PM - 5:30 PM	Networking in NASP	Crescent Rounds of 6	48
6:00 PM - 9:00 PM	Welcome Reception	Rounds	125
6:00 PM - 9:00 PM	Conference Kick-Off	Rounds	125
6:00 PM - 10:00 PM	Lounge	Rounds	0

Monday - December 07, 2009

7:30 AM - 5:00 PM	Registration	Registration	4
8:00 AM - 9:45 AM	Continental Breakfast	Break	125
8:00 AM - 9:45 AM	General Session	Rounds	125
9:45 AM - 4:00 PM	Breakout	Crescent Rounds of 6	35
9:45 AM - 11:00 AM	Cultural Competency	Classroom	35
9:45 AM - 4:00 PM	Breakout	Classroom	35
9:45 AM - 4:00 PM	Breakout	Classroom	35
9:45 AM - 2:15 PM	The Crab Pot Theory	Classroom	35
9:45 AM - 11:00 AM	True Colors	Crescent Rounds of 6	35
9:45 AM - 11:00 AM	Brain Drain	Crescent Rounds of 6	35
9:45 AM - 4:00 PM	Breakout	Crescent Rounds of 6	35
11:00 AM - 1:00 PM	Plated Lunch	Rounds	125
1:00 PM - 2:15 PM	Rainbows, Pride, and Coming Out	Crescent Rounds of 6	35
1:00 PM - 4:00 PM	Breakout	Crescent Rounds of 6	15
1:00 PM - 2:15 PM	True Colors	Crescent Rounds of 6	15
1:00 PM - 2:15 PM	Paying for College	Classroom	35
1:00 PM - 5:00 PM	General Session	Rounds of 8	125
2:30 PM - 4:00 PM	ETS: Meeting the New Objectives	Crescent Rounds of 6	15
2:30 PM - 4:00 PM	EOC: Meeting the New Objectives	Classroom	35
2:30 PM - 4:00 PM	UB: Absolute Priority	Crescent Rounds of 6	35
2:30 PM - 4:00 PM	SSS - Kelly Ketchum	Classroom	35
2:30 PM - 4:00 PM	McNair and UBMS: Fostering the STEM Pipeline	Crescent Rounds of 6	35
4:00 PM - 7:00 PM	Reception / Hors d'oeuvres	Existing	35

Tuesday - December 08, 2009

8:00 AM - 7:00 PM	Exhibit / Store	Tables	0
8:00 AM - 12:00 PM	Registration	Registration	4
8:00 AM - 9:10 AM	Alaska State Meeting	Classroom	35
8:00 AM - 9:10 AM	Oregon State Meeting	Crescent Rounds of 6	35

8:00 AM - 9:10 AM	Breakfast Buffet	Buffet	125
8:00 AM - 3:30 PM	Breakout	Classroom	35
8:00 AM - 3:30 PM	Breakout	Crescent Rounds of 6	35
8:00 AM - 3:30 PM	Breakout	Classroom	35
8:00 AM - 9:10 AM	Idaho State Meeting	Classroom	35
8:00 AM - 9:10 AM	Washington State Meeting	Rounds	125
9:15 AM - 10:30 AM	Politics, Equity & Education System Change	Classroom	35
9:15 AM - 10:30 AM	CAS - Implementing Professional Standards	Classroom	35
9:15 AM - 12:00 PM	Mental Health, Education & Employment Outcomes of Foster Care Alumni	Crescent Rounds of 6	35
9:15 AM - 10:30 AM	Brain Drain	Crescent Rounds of 6	35
10:45 AM - 12:00 PM	Mental Health, Education & Employment Outcomes of Foster Care Alumni	Classroom	35
10:45 AM - 12:00 PM	Who are the Asian Students that are not the "Model Minority"	Crescent Rounds of 6	35
10:45 AM - 12:00 PM	Creating Conducive Learning Environments for Diverse Populations	Classroom	35
10:45 AM - 12:00 PM	Mental Health, Education & Employment Outcomes of Foster Care Alumni	Classroom	35
2:00 PM - 3:30 PM	Finding Humanity in the Classroom	Crescent Rounds of 6	35
2:00 PM - 3:30 PM	Creating and Audit Trail	Classroom	35
2:00 PM - 3:30 PM	CAS - Developing CAS Work Groups	Classroom	35
5:00 PM - 6:00 PM	Room Ready	Rounds of 10	100
6:00 PM - 7:00 PM	Reception	Reception	100
6:30 PM - 7:00 PM	To go order	No Setup	15
7:00 PM - 9:00 PM	President's Banquet	Rounds of 10	125

Wednesday - December 09, 2009

8:30 AM - 11:00 AM	Breakfast Meeting	Rounds of 10	60
11:00 AM - 5:00 PM	Board Meeting	Conference	15

Function room assignments will be confirmed by Hotel upon preparation of the Banquet Event Order.

All meeting room rental, food and beverage, and related services are subject to applicable taxes (currently 9.4%) and taxable service charges (currently 21% (12% to Banquet Associates and 9% Administrative Fee)) in effect on the date(s) of the event.

NO EXHIBITS

Hotel understands Northwest Association of Special Programs' program does not involve the use of exhibits or display material.

DAMAGE TO FUNCTION SPACE

Northwest Association of Special Programs agrees to pay for any damage to the function space that occurs while Northwest Association of Special Programs is using it. Northwest Association of Special Programs will not be responsible, however, for ordinary wear and tear or for damage that it can show was caused by persons other than Northwest Association of Special Programs and its attendees.

ROOMS ATTRITION

Hotel is relying upon Northwest Association of Special Programs' use of the Room Night Commitment. Northwest Association of Special Programs agrees that a loss will be incurred by Hotel if Northwest Association of Special Programs' actual usage is less than 90% of the Room Night Commitment.

If Northwest Association of Special Programs' actual usage is less than 90% of the Room Night Commitment, Northwest Association of Special Programs agrees to pay, as liquidated damages and not as a penalty, the difference between 90% of the Room Night Commitment and Northwest Association of Special Programs' 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 10%, 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 REQUIREMENT

Hotel will confirm the food and beverage prices six (6) months prior to Northwest Association of Special Programs' arrival date.

FOOD AND BEVERAGE ATTRITION

Northwest Association of Special Programs agrees that it will provide, and Hotel is relying upon, likely total Event food and beverage revenue of \$19,000.00 plus tax ("Agreed Event F&B Minimum Revenue"). Northwest Association of Special Programs must provide Hotel with seven (7) days advance notice of the date(s), time(s), and number of covers with respect to the function(s) it wishes to schedule in providing the Agreed Event F&B Minimum Revenue and will provide final guarantees of this information no later than 72 hours prior to the scheduled time for each such function (any such guaranteed function, a "Guaranteed Function").

If Northwest Association of Special Programs fails to provide Hotel with the full Agreed Event F&B Minimum Revenue, and/or fails to use all of the covers at any Guaranteed Function, Northwest Association of Special Programs will pay Hotel within thirty (30) days, as liquidated damages and not as a penalty, the following amount:

1. The full per-guest price of any unused cover at any Guaranteed Function; plus
2. 35% of the difference between the Agreed Event F&B Revenue and the actual Event food and beverage revenue received by Hotel (including any payment due under subparagraph (1), above); including
3. 100% of the food and beverage revenue guaranteed at 72 hours for any food and beverage event that is cancelled within 72 hours of its scheduled starting time

Hotel agrees that after receipt of this amount, it will not seek further damages resulting from the cancellation or attrition of such catered functions.

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 Northwest Association of Special Programs' obligation to Hotel and Hotel would be harmed. Because Hotel's harm (and Northwest Association of Special Programs' obligation to compensate Hotel for that harm) is likely to increase if there is a delay in notifying Hotel of any Cancellation, agrees to notify Hotel, in writing, within five (5) business days of any decision to Cancel. In addition, In addition, if a Cancellation occurs, the parties agree that:

- It would be difficult to determine Hotel's actual harm.
- The sooner Hotel receives notice of the Cancellation, the lower its actual harm is likely to be because the probability of mitigating the harm by reselling space and functions is higher.
- The highest dollar amount in the chart (the "Chart") set forth below reasonably estimates Hotel's harm for a last-minute Cancellation and, through its use of a sliding scale that reduces damages for earlier Cancellations, the Chart also reasonably estimates Hotel's ability to lessen its harm by reselling Northwest Association of Special Programs' space and functions.

Northwest Association of Special Programs therefore agrees to pay Hotel, within thirty (30) days after any Cancellation, as liquidated damages and not as a penalty, the amount listed in the Chart below.

Date of Decision to Cancel	Amount of Liquidated Damages Due
Date of Agreement to 01/05/2009	\$ 18,865.57
From 01/06/2009 to 06/04/2009	\$ 37,731.14
From 06/05/2009 to 12/04/2009	\$ 56,596.71

Provided that Northwest Association of Special Programs timely notifies Hotel of the Cancellation and timely pays the above liquidated damages, Hotel agrees not to seek additional damages from relating to the Cancellation.

IMPOSSIBILITY

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, government regulations, terrorism, disaster, strikes (except those involving the employees or agents of the party seeking the protection of this clause), civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible to provide or use the Hotel facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical - but in no event longer than ten (10) days - after learning of such basis.

COMPLIANCE WITH LAW

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

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.

LITIGATION EXPENSES

The parties agree that, in the event litigation relating to this Agreement is filed by either party, the nonprevailing 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.

IN-HOUSE EQUIPMENT

Hotel will provide, at no charge, a reasonable amount of meeting equipment (for example, chairs, tables, 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 Programs' needs. If such special setups or extraordinary formats are requested, Hotel will present 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.

AUDIO VISUAL AND TECHNICAL SERVICES

Swank Audio Visual is the Hotel's exclusive provider for audio/visual needs. Because the use of another provider will necessarily involve the use of some of Hotel's and Swank Audio Visual's equipment and expertise, charges will apply if Northwest Association of Special Programs requires technical services.

UNATTENDED ITEMS/ADDITIONAL SECURITY

The Hotel cannot ensure the security of items left unattended in function rooms. Special arrangements may be made with the Hotel for securing a limited number of valuable items. If Northwest Association of Special Programs requires additional security with respect to such items or for any other reason, the Hotel will assist in making these arrangements. All security personnel to be utilized during the Event are subject to Hotel approval.

PACKAGE RECEIVING

Should Northwest Association of Special Programs be delivering boxes for this event, they must be addressed to the attention of the Event Manager handling the event, and marked with the name of the booking along with the onsite group contact name, if available. Due to limited storage space, hotel requests that shipments not arrive any earlier than three (3) days prior to the group's arrival. If packages are held for more than 72 hours, storage fees will be charged at a rate of \$25.00 per box for the first day and \$5.00 per box each day after until the 72 hours prior to the group's arrival.

USE OF OUTSIDE VENDORS

If Northwest Association of Special Programs wishes to hire outside vendors to provide any goods or services at Hotel during the Event, Hotel may, in its sole discretion, require that such vendor provide Hotel, in form and amount reasonably satisfactory to Hotel, an indemnification agreement and proof of adequate insurance.

PERFORMANCE LICENSES

Northwest Association of Special Programs will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including, without limitation, music, audio, or video recordings, art, etc.) that Northwest Association of Special Programs may use or request to be used at the Hotel.

ACCEPTANCE

Prior to execution by both parties, this document represents an offer by the Hotel prepared on August 29, 2008. Unless the Hotel otherwise notifies Northwest Association of Special Programs at any time prior to Northwest Association of Special Programs' 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 Wednesday, September 17, 2008. 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 Wednesday, September 17, 2008, 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.

SIGNATURES

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.

Approved and authorized by Northwest Association of Special Programs:

Name: Ms. Odila Rueda
 Title: President Elect for NASP
 Signature: Odila Rueda
 Date: 9/5/08

Approved and authorized by Hotel:

Name: Mr. Kevin Long
 Title: Sales Manager ~~XXX~~
 Signature: Kevin Long
 Date: 9-5-08