

Red Lion Hotel Denver Southeast

GROUP SALES AGREEMENT

This Agreement is made and entered into as of Tuesday, June 21, 2011, by and between **Red Lion Hotel Denver Southeast** (hereinafter referred to as "Hotel") and **Rocky Mountain Cichlid Association** (hereinafter referred to as "Group"). Group agrees that the terms of this Agreement are based upon the information provided by Group below.

DESCRIPTION OF THE EVENT

Company/Organization or Sponsor's Name: Rocky Mountain Cichlid Association		
Event Name and general description of event: American Cichlid Association 2013 Annual Meeting		
Contact Name: George Tefft		
Contact Phone: Day: (303) 986-3213	Evening: (303)	Fax: (303)
Contact Address:	1475 S Lee Court Lakewood, CO 80232	
Email:	gatfishgolf@comcast.net	

GROUP ROOM RESERVATIONS

GUEST ROOM ACCOMMODATIONS: Hotel will hold the following block of rooms for Group's use. Unless as indicated in this Agreement, Hotel does not guarantee any particular room type nor does it guarantee that rooms will be in proximity to each other.

	7/28/2013	7/29/2013	7/30/2013	7/31/2013	8/1/2013	8/2/2013	8/3/2013	8/3/2013	Total
Run of House	3	3	8	45	135	160	160	8	522
Hospitality Suite			1	1	1	1	1		5

CUT OFF DATE: Friday, June 28, 2013. After this date, rooms not covered by a rooming list or individual reservations shall be released from Group's room block and Hotel may contract with other parties for the use of such rooms. Hotel may continue to accept reservations from Group's attendees after that date at the prevailing room rate, subject to availability.

GUEST ROOM RATES

The Hotel is pleased to confirm the following room rates for this group:

Room	Single Rate	Double Rate	Triple Rate	Quad Rate
Run of House	\$ 99.95	\$ 99.95	\$ 109.95	\$119.95
Hosp Suite	Comp	Comp	Comp	Comp

Hotel room rates are subject to applicable state and local taxes. If Group is tax-exempt, it must present all documentation required by Hotel and pay in the manner specified by Hotel. If Group is claiming tax-exempt status, Group hereby accepts all liability and agrees to indemnify Hotel for all taxes paid and all costs incurred, including attorney fees, if a taxing authority requires that the Hotel remit tax for the room nights covered by this Agreement. Otherwise, Group will be charged all applicable taxes.

EARLY DEPARTURE FEE: An early departure fee of \$50.00 will be added to a guests folio should they check out prior to their scheduled departure date. Be sure attendees confirm their departure date at check in to avoid an early departure fee.

All rates are net not-commissionable, contain a \$14 per room, per night rebate to the Master Account, and will be extended for bookings 3 days pre- and post, based on availability.

COMPLIMENTARY ROOMS: Please see Pick a Perk section

RESERVATIONS:

GUESTROOM CANCELLATION POLICY: Guests have 24 hours, prior to arrival, to cancel their room reservation without penalty. Guests will forfeit one (1) night's room and tax if they do not cancel their reservation by 4:00pm, local time, 24 hours prior to arrival. Some exceptions may apply which your reservations agent can advise you of at the time of cancellation. Hotel will provide Group with a list of reservations under their block starting at one month prior to arrival.

ON-LINE RESERVATIONS: Group members may make reservations through the internet by accessing our website at www.RedLion.com and completing the on-line reservation form.

MEETING ROOM/BALLROOM AND CATERING SERVICES

MEETING ROOMS: Upon the signature of this Agreement, Hotel reserves and Group guarantees payment for the following meeting room space for the specified days/times. All meeting space is held on a 24 hour basis for Group. Included complimentary items are: tables, chairs, water stations, podium.

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
7/30/2013	8:00 AM	5:00 PM	Meeting	West Wing D	Special Set		\$.00
7/30/2013	8:00 AM	5:00 PM	Meeting	West Wing E	Special Set		\$.00
7/30/2013	8:00 AM	11:59 PM	Exhibits	Colorado Room	Special Set		\$.00
7/30/2013	8:00 AM	11:59 PM	Exhibits	Boulder / Parker	Special Set		\$.00
7/31/2013	8:00 AM	5:00 PM	Meeting	West Wing E	Special Set		\$.00
7/31/2013	8:00 AM	5:00 PM	Meeting	West Wing D	Special Set		\$.00
7/31/2013	8:00 AM	11:59 PM	Exhibits	Boulder / Parker	Special Set		\$.00
7/31/2013	8:00 AM	11:59 PM	Exhibits	Colorado Room	Special Set		\$.00
7/31/2013	8:00 AM	11:59 PM	Exhibits	Evergreen / Golden	Special Set		\$.00
7/31/2013	8:00 AM	11:59 PM	Exhibits	West Wing A / B	Special Set		\$.00
7/31/2013	8:00 AM	11:59 PM	Exhibits	West Wing C	Special Set		\$.00
7/31/2013	6:00 PM	10:00 PM	Registration	Fireside Room	Registration		\$.00
8/1/2013	8:00 AM	5:00 PM	Meeting	West Wing D	Special Set		\$.00
8/1/2013	8:00 AM	5:00 PM	Meeting	West Wing E	Special Set		\$.00
8/1/2013	8:00 AM	5:00 PM	Meeting	Willow	Conference	20	
8/1/2013	8:00 AM	6:00 PM	Registration	Fireside Room	Registration		\$.00
8/1/2013	8:00 AM	6:00 PM	Meeting	Arapahoe / Douglas	Classroom	300	
8/1/2013	8:00 AM	11:59 PM	Exhibits	West Wing A / B	Special Set		\$.00
8/1/2013	8:00 AM	11:59 PM	Exhibits	Evergreen / Golden	Special Set		\$.00
8/1/2013	8:00 AM	11:59 PM	Exhibits	Colorado Room	Special Set		\$.00
8/1/2013	8:00 AM	11:59 PM	Exhibits	Boulder / Parker	Special Set		\$.00
8/1/2013	8:00 AM	11:59 PM	Exhibits	West Wing C	Special Set		\$.00
8/1/2013	5:00 PM	10:00 PM	Meeting	Conifer	Special Set		\$.00
8/1/2013	5:00 PM	10:00 PM	Meeting	Spruce	Special Set		\$.00
8/2/2013	8:00 AM	5:00 PM	Meeting	Willow	Conference	20	
8/2/2013	8:00 AM	5:00 PM	Meeting	West Wing E	Special Set		\$.00
8/2/2013	8:00 AM	5:00 PM	Meeting	West Wing D	Special Set		\$.00
8/2/2013	8:00 AM	6:00 PM	Meeting	Arapahoe / Douglas	Classroom	300	
8/2/2013	8:00 AM	6:00 PM	Registration	Fireside Room	Registration		\$.00
8/2/2013	8:00 AM	11:59 PM	Exhibits	Evergreen / Golden	Special Set		\$.00
8/2/2013	8:00 AM	11:59 PM	Exhibits	West Wing A / B	Special Set		\$.00
8/2/2013	8:00 AM	11:59 PM	Exhibits	Boulder / Parker	Special Set		\$.00
8/2/2013	8:00 AM	11:59 PM	Exhibits	Colorado Room	Special Set		\$.00
8/2/2013	8:00 AM	11:59 PM	Exhibits	West Wing C	Special Set		\$.00
8/2/2013	5:00 PM	10:00 PM	Meeting	Conifer	Special Set		\$.00
8/2/2013	5:00 PM	10:00 PM	Meeting	Spruce	Special Set		\$.00
8/3/2013	8:00 AM	2:30 PM	Meeting	Arapahoe / Douglas	Classroom	300	
8/3/2013	8:00 AM	5:00 PM	Exhibits	West Wing A / B	Special Set		\$.00
8/3/2013	8:00 AM	5:00 PM	Meeting	West Wing D	Special Set		\$.00
8/3/2013	8:00 AM	5:00 PM	Meeting	West Wing E	Special Set		\$.00
8/3/2013	8:00 AM	6:00 PM	Registration	Fireside Room	Registration		\$.00
8/3/2013	8:00 AM	11:59 PM	Exhibits	Evergreen / Golden	Special Set		\$.00
8/3/2013	8:00 AM	11:59 PM	Exhibits	Colorado Room	Special Set		\$.00
8/3/2013	8:00 AM	11:59 PM	Exhibits	Boulder / Parker	Special Set		\$.00
8/3/2013	8:00 AM	11:59 PM	Exhibits	West Wing C	Special Set		\$.00
8/3/2013	6:00 PM	10:00 PM	Dinner	Douglas / Jefferson	Rounds	250	
8/4/2013	8:00 AM	12:00 PM	Exhibits	West Wing C	Special Set		\$.00
8/4/2013	8:00 AM	5:00 PM	Meeting	Arapahoe / Douglas	Classroom	300	
8/4/2013	8:00 AM	5:00 PM	Exhibits	Boulder / Parker	Special Set		\$.00
8/4/2013	8:00 AM	5:00 PM	Exhibits	Colorado Room	Special Set		\$.00
8/4/2013	8:00 AM	5:00 PM	Meeting	West Wing E	Special Set		\$.00
8/4/2013	8:00 AM	5:00 PM	Meeting	West Wing D	Special Set		\$.00

Hotel reserves the right to assign and change specific meeting room space at its discretion. Group must obtain final approval from Hotel before publishing meeting room names.

CHARGES:

CATERING SERVICES: A minimum of \$6000.00 in catered food and beverage must be spent at your function (the "Guaranteed Amount"). This Guaranteed Amount does not include room rental, meeting space rental, no-host bar, tax and labor charges, audio-visual, parking or any other miscellaneous charges incurred. Group is required to pay Hotel the full Guaranteed Amount, regardless of whether Group actually charges that amount. Group is also required to pay Hotel any amounts it incurs exceeding the Guaranteed Amount.

FOOD & BEVERAGE POLICY

- ❖ Due to licensing and insurance requirements, all food and beverage to be served on Hotel property must be supplied and prepared by Hotel or its agents. In addition, no remaining food or beverage shall be removed from the premises. At the conclusion of the function, such food and beverage becomes the property of Hotel.
- ❖ Menu prices will be confirmed 18 months prior to scheduled function.
- ❖ Food and beverage prices are subject to a 22% service charge and applicable taxes.
- ❖ Final menu selections must be submitted to Hotel’s Catering Officer at least 4 weeks in advance; otherwise, items selected cannot be guaranteed. At the time final menu selections are made, Group shall review, approve and initial the final menu. Other than specifically stated in the approved menu (or otherwise agreed in a separate writing signed by Group and the Hotel (General Manager or General Manager’s designee), Hotel will not be responsible for any specific dietary requests or requirements.
- ❖ The Catering Office must be notified of the number of people attending the event no later than noon 3 business days prior to the scheduled function (“Guaranteed Attendance”). Guaranteed Attendance for functions scheduled Monday or Tuesday must be received by noon on the preceding Friday. Hotel agrees to set 5 percent over the Guaranteed Attendance for banquets. Guaranteed Attendance is not subject to reduction and Hotel will charge the Master Account, at a minimum, the amount due in accordance with the Guaranteed Attendance.

PICK-A-PERK: Hotel will grant Group the following special concessions:

- 5 selections from “Pick a Perk” Flyer *

* “Pick a Perk” is based on anticipated room nights. Based on 251+ room nights, the Hotel will grant group 5 special “Pick a Perk” concessions. Should the group pick up fall below 250 room nights, the concessions will be amended accordingly. Concessions must be selected at time of contract signing:

1. 2% off master bill
2. Complimentary one hour wine and chef’s choice hors d’oeuvre reception *
3. One complimentary room for each 35 rooms consumed
4. Five staff upgrades to one bedroom suite
5. 20% off audio visual equipment rental

*TO BE DETERMINED 7 MONTHS PRIOR TO ARRIVAL.

BILLING/CREDIT PROCEDURES

MASTER ACCOUNT: The manner of payment of the Master Account shall be established upon approval of Group’s credit. Group must complete the attached direct billing application and return to Hotel upon the execution of this Agreement. **Direct billing is a privilege and can only be authorized by the Hotel after a credit check has been approved.** If Group has been approved for Direct Billing, all charges will be billed to the Master Account and will be direct billed to Group and paid as provided herein.

DEPOSIT: Hotel requires a non-refundable deposit on all estimated charges in the amount of **\$2,000.00** which Hotel must receive by **1/1/2012** in order to guarantee a hold on Group’s room block and/or meeting space. If Deposit is not received, Hotel will no longer be required to continue to hold the room block or meeting space requested by Group. Additional deposits and final payment will be made per the following schedule:

INCIDENTALS: Incidental expenses of Group members will be the responsibility of the individual guests. The guest will be expected to leave a valid credit card or a cash deposit in the amount of \$ 50 with the hotel at the time of check-in. It will be Group’s responsibility to inform its members of this requirement. Hotel will include this deposit information in all confirmation letters sent to Group attendees.

BILLING METHOD

The Hotel will require a non-refundable deposit of \$2,000.00 due 1/1/2012, with the remainder due prior to your arrival.

If paying by Credit Card, the estimated final bill will be charged five (5) working days prior to arrival of your group. If paying balance with Corporate Check, the Check must be presented ten (10) working days prior to arrival of your group. If you have established credit directly with the hotel (Direct Bill), payment in full will be due within thirty (30) days after your departure.

Please confirm your selected billing method here:

Corporate Check Credit Card** Direct Bill**

Authorized Signature _____

Authorized Signature _____

**For payment by Credit Card or Direct Bill, a completed authorization form must accompany the signed contract for process of payment.

CANCELLATION/MODIFICATION

CANCELLATION OF ROOM RESERVATIONS:

- ❖ Guests are responsible for paying for their own accommodations. Deposits (taken either in cash or by credit card) are refunded or credited only if notice is received **24** hours prior to arrival date.

GROUP'S CANCELLATION OR ATTRITION:

Group and Hotel have entered into a binding commitment. The Hotel is committed to providing the rooms and services specified in this Agreement and the Hotel has offered special rates and other concessions based upon anticipated revenues for your event. The anticipated revenue includes the revenue from the total number of sleeping rooms you have requested as well as the revenue received from the food and beverage services you may have requested and any ancillary services, such as in-room movies, telephone tolls, room service and other charges.

If Hotel cancels this Agreement or is unable to provide the requested rooms or meeting space, the Hotel will work with Group to arrange alternative accommodations and space at the prices set forth herein. Hotel will arrange for comparable space in the same vicinity of the Hotel and shall provide, without charge, necessary transportation between the alternative site and the Hotel. Hotel's liability is limited to these remedies and Hotel shall not be liable for any consequential, punitive or special damages.

If Group cancels this Agreement, reduces the size of its meeting and/or attendance, or reduces the amount of food and beverage services, Group agrees that Hotel will suffer damages. Such damages will be a result of Hotel's inability to offer Group's unused space or services to another group and /or the cost to Hotel of trying to re-sell this space/services. The exact amount of damages will be difficult to determine. Therefore, Group agrees that the liquidated damages set forth below are a reasonable effort by the parties to agree in advance on the amount of damages. It is agreed that these amounts will be due to the Hotel regardless of the Hotel's ultimate ability to re-sell some or all of the space or services.

CANCELLATION:

The closer to arrival the cancellation occurs, the greater the damages will be. Therefore, Group agrees to pay Hotel at the time of cancellation a liquidated damages fee, as follows:

More than 365 days prior to arrival:	25% of anticipated revenue including applicable tax
More than 180 days, less than 365 days:	45% of anticipated revenue including applicable tax
More than 90 days, less than 180 days:	70% of anticipated revenue including applicable tax
More than 30 days, less than 90 days:	85% of anticipated revenue including applicable tax
Less than 30 days prior to arrival date:	100% of anticipated revenue including applicable tax

ATTRITION:

The parties agree that Group and Hotel will share in the loss of revenues suffered by the Hotel in the event of the Group's failure to utilize all of the rooms and services agreed to herein. The Group therefore agrees to pay to the Hotel a percentage of lost revenue as outlined in this paragraph.

For sleeping room revenue, the lost revenue will be calculated by multiplying the number of rooms not utilized out of the Group's block times the average room rate of rooms actually utilized, plus tax. For food, beverage, meeting rooms and other services revenue, lost revenue will be calculated by subtracting the exact amount of food and beverage provided from the total anticipated food and beverage agreed to herein. The lost revenues for food, beverage, meeting rooms and other services and for sleeping rooms will be calculated separately and provided as a total sum.

The Group will be responsible for paying the amount indicated by the chart below:

Percentage of rooms/services not utilized	Group Pays
20% or less	-0-
21 to 30%	40% of lost revenues including applicable tax
31 to 60%	60% of lost revenues including applicable tax
over 60%	100% of lost revenues including applicable tax

MISCELLANEOUS

SIGNS AND DISPLAYS/USE OF HOTEL NAME: Group shall not display signs in Hotel nor use the name/logo of the Hotel in any promotional brochures or ads without prior approval of the General Manager of Hotel. It is further agreed that no sign, banner or display shall be affixed to any part of Hotel. Any damages caused to the walls, fixtures or carpet will be billed to Group.

SECURITY: Hotel may, in its sole discretion, require Group to take certain security measures in order to maintain security in light of the size or nature of the function. Such security measures may include the requirement to hire sufficient security personnel from a reputable agency that is approved by Hotel prior to the function. Hotel may cancel any Group event if security is not adequate in Hotel's sole discretion. Hotel will lock all meeting rooms from 11pm to 7am during which only designated group leaders will be allowed access.

SHIPPING AND RECEIVING: In the event Group will be shipping packages to Hotel, Group must notify Hotel at least one week in advance. All packages sent to Hotel should include the name of Group, date of program and number of items. Shipment should arrive no earlier than three (3) days prior to event. Hotel accepts no responsibility or liability for the delivery, security or condition of the packages.

PARKING: Hotel parking is available on a space-available basis free of charge..

SIGNING AUTHORITY: The following individuals have the proper authority to sign for the Master Account and/or act on behalf of and bind the Group pursuant to the terms of this Agreement:

Name: _____ Signature: _____

Name: _____ Signature: _____

HOTEL CONTACT/NOTICES: All notices, offers, acceptances, requests and other communications hereunder shall be in writing and shall be deemed delivered if hand delivered or sent by Federal Express, or certified or registered mail to the Group contact on the first page of this Agreement, or, if to Hotel, to the following address:

Hotel Name:	Red Lion Hotel Denver Southeast
Hotel Address:	3200 S Parker Road , Aurora, CO 80014
Hotel Contact:	Kris Atkin, Director of Sales

Hotel may change Hotel’s designated contact at any time upon notice. Hotel will not be bound by any notice unless delivered to Hotel in the manner specified herein.

GENERAL PROVISIONS

DAMAGE CLAUSE: In the unlikely event that damage to any Hotel property occurs as a result of any guest related to Group, Group agrees to assume all liability and expense and agrees that, in addition to any other rights as against such guest or others, Hotel may charge Group’s Master Account or directly bill Group for all such charges. Group shall indemnify, defend and hold harmless Hotel and its officers, directors, partners, affiliates, members and employees from and against all demands, claims, damages to persons and/or property, losses and liabilities, including reasonable attorney fees (collectively “Claims”) arising out of or caused by Group’s negligence or intentional misconduct. Group shall not have waived or be deemed to have waived, by reason of this paragraph, any defense that it may have with respect to such claims.

GROUP’S PROPERTY: Group agrees and acknowledges that Hotel will not be responsible for the safe-keeping of equipment, supplies, written material or other valuable items left in function rooms, guest rooms or anywhere on Hotel property other than the Hotel safe. State laws will govern Hotel’s liability for items stolen in guestrooms or items kept in Hotel’s safe. Accordingly, Group agrees that it will be responsible to provide security of any such aforementioned items and hereby assumes responsibility for loss thereof. Group may not rely on any verbal or written assurances provided by Hotel staff, other than as provided in this Agreement.

INSURANCE: Property of Group is the sole responsibility of the Group and/or its owner. Group agrees that it has procured sufficient insurance to cover the loss of such property. A certificate of insurance naming Hotel as additional insured and acceptable to Hotel in its sole discretion will be provided upon request of Hotel. Group hereby waives any claims under Hotel’s insurance policy for the loss of Group’s property or the property of any of its attendees or invitees.

FORCE MAJEURE: The performance of this Agreement is subject to any circumstances making it illegal or impossible for the Hotel to provide Hotel facilities, including but not limited to Acts of God, war, government regulations, disaster, strikes, civil disorder or curtailment of transportation facilities. This Agreement may be terminated for any one of the above reasons by written notice to Group by Hotel.

DISPUTE RESOLUTION: Hotel and Group agree to use their reasonable efforts to resolve any disputes under this Agreement through informal means. In the unlikely event that formal action must be taken, this Agreement will be interpreted in accordance with the laws of the State in which the Hotel is situated and the exclusive venue for any dispute arising out of this Agreement shall be in the county or city in which the Hotel is situated. The prevailing party to any litigation shall be entitled to recover, in addition to damages, all legal costs and reasonable attorney fees as fixed by the Court, both at the trial and appellate levels, and in any bankruptcy case and post judgment proceedings.

To the extent allowed by law, the parties hereto hereby waive the right to a jury trial in any action or proceeding regarding this Agreement.

ENTIRE AGREEMENT: This Agreement and any Exhibits hereto constitutes the entire agreement between the parties and supersedes any previous communications, representations or agreements, whether written or oral. Any changes to this Agreement must be made in writing and signed by authorized representative of each party.

MISCELLANEOUS: The persons signing this Agreement for Hotel and Group each warrant that they are authorized to bind the Hotel and Group, respectively. Any provision of this Agreement that is deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement.

NO ASSIGNMENT: Group may not assign or transfer this Agreement or any part thereof without the prior written consent of Hotel. Any attempted assignment or transfer by Group without such consent may, at the option of Hotel, be deemed to be a cancellation of this Agreement by Group, in which case Group shall remain liable for all cancellation charges set forth herein.

RIGHT OF HOTEL TO TERMINATE: If any information provided by Group to Hotel regarding Group's financial status, its activities, purpose or other material information about Group changes or is incorrect, Hotel may terminate this Agreement in whole or part and Group will be liable for all payments due pursuant to the Cancellation/Modification section above.

RIGHT OF INSPECTION/ENTRY: Hotel will have the right to enter and inspect all functions. If Hotel observes any illegal activity or activity that may, in Hotel's sole discretion, result in harm to persons or objects, Hotel has the right to immediately cancel the event, in which case all of Group's guests and invitees must immediately vacate all or any portion of the Hotel premises, as Hotel may determine in its sole discretion. In such event, Group will remain liable for all fees and charges related to the function pursuant to the terms of this Agreement.

To serve as our mutual agreement this document must be signed and returned by **January 1, 2012.** If the signed Agreement is not received by the date requested all rooms and space may be released for sale.

IN WITNESS WHEREOF, Hotel and Group have executed this Agreement in manner and form sufficient to bind them as of the date and year set forth on page one of this Agreement:

Red Lion Hotel Denver Southeast

American Cichlid Association 2013 Annual Meeting

By: _____

By: _____

Name: Kris Atkin

Name: George Tefft

Title: Director of Sales

Title: Vice President

Date: _____

Date: _____

DIRECTOR OF SALES: _____ Initial