



RED LION
HOTELS

Red Lion Hotel Cincinnati Sharonville

**GROUP ROOMS AGREEMENT between
Red Lion Hotel Cincinnati Sharonville and the Greater Cincinnati Aquarium Society**

| | | | |
|---------------------|---|------------------------|------------------|
| Organization | Greater Cincinnati Aquarium Society | Contact | Phil Benes |
| Group Name | American Cichlid Association Annual National Convention | On-site Contact | Phil Benes |
| Address | 2975 Old Oxford Road | Arrival | July 25, 2016 |
| Address | Hamilton, OH 45013 | Departure | July 31, 2016 |
| Telephone | 513-300-5598 | Group Code | |
| E-mail | pbenes@cinci.rr.com | Date Booked | February 9, 2015 |

These arrangements will be a definite commitment upon signing of this agreement (the "Contract") by both parties and once the required deposit is received. However, between now and April 30, 2015, unless both parties have agreed upon and fully executed this Contract, should another customer request the function space and be in a position to sign an agreement immediately with Hotel, we will advise You and You will have three (3) business days to sign this Contract and confirm the arrangements on a definite basis or Hotel may at its option enter into an agreement with another customer.

If this Contract is not fully executed by April 30, 2015, the function space, sleeping rooms or any other accommodations held pursuant to this contract may be automatically released.

ROOM BLOCK INFORMATION – Red Lion Hotel Cincinnati Sharonville

| Room Type | Rate | Tue 7/26/2016 | Wed 7/27/2016 | Thur 7/28/2016 | Fri 7/29/2016 | Sat 7/30/2016 | Sun 7/31/2016 |
|---------------------|-------------|--------------------------|--------------------------|---------------------------|--------------------------|--------------------------|--------------------------|
| Run of House | | 10 | 50 | 150 | 175 | 175 | 50 |

Children under 18 stay free in same room with adult(s).

Rates quoted above do not include 16% state and lodging taxes. Guest room occupancy is not to exceed four people per room.

Red Lion Hotel Cincinnati Sharonville
11320 Chester Road – Cincinnati, OH 45246 - 513-771-2080

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REBATES:

These room rates reflect a rebate payable to Group of \$10.00 for each occupied room night and paid for at the full guestroom rate to help offset the costs associated for Group in the execution of the American Cichlid Association Annual National Convention

COMPLIMENTARY ROOMS

One complimentary room will be provided for every 40 rooms paid and actualized on a per night basis. Unused complimentary guestrooms will have no monetary value.

Red Lion Hotel Cincinnati Sharonville agrees to provide our exclusive Presidential Suite located on the 14th floor on a complimentary basis. This room is offered checking in on Monday, July 25, 2016, checking out Monday, August 1, 2016 for a total of seven (7) room nights.

METHOD OF RESERVATIONS

Reservations to be made by the individual by calling 1-800-RED-LION (1-800-733-5466).

METHOD OF GUEST ROOM PAYMENT:

Individual attendees will be responsible for their own guest room, tax and incidental charges on departure.

When individuals are responsible for own charges a firm credit card guarantee or a deposit equal to one night's stay is required to hold each individual's reservation. Such deposit shall serve to confirm the reservation for the date(s) indicated, and, upon check-in, shall be applied to the first night of the reserved stay. These deposits paid by individuals are refundable if notice is received at least seventy-two (72) hours prior to arrival and a cancellation number is obtained. All deposits shall be charged at the time the reservation is made. The hotel does not accept non-guaranteed reservations.

CUT-OFF DATE

The "cut-off date" to reserve rooms in the block is July 6, 2016 by 4:00 pm. After this date, it is at the Hotel's discretion whether to accept additional reservations, which will be subject to prevailing rates and availability. Failure to reserve rooms in the room block prior to the cut-off Date does not reduce the group's total guest room night commitment and does not impact the "attrition" or "Cancellation" provisions below:

CHECK-IN/CHECK-OUT TIMES:

The hotel's check-in time is by 4:00 PM eastern standard time, with check-out by 11:00 AM eastern standard time. The hotel allows for early check-in if the requested room type is available. However, early check-in may not be guaranteed. The hotel reserves the right to charge a late check-out fee to individuals who have not been approved by the front office manager for an extended check-out time.

GUEST ROOM DAMAGE:

Group has made hotel aware that individuals will be utilizing aquariums in their individual sleeping rooms and that it is the responsibility of the hotel to have each person undertaking such operations to sign a notice of responsibility for any damages caused by such actions. Overnight guests will be asked to sign a Hotel damage waiver at check-in.

ATTRITION POLICY:

The hotel has agreed to the above arrangements and rooms committed may have displaced other groups. Should there be a decrease in anticipated room requirements or a final

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consumption of less than 80% of your contracted block, the difference between this amount and 80% of your block will be charged to your master bill.

If you choose to cancel any part of this contract, you must submit your cancellation notice to the General Manager or the Director of Sales, and the cancellation charges will be billed appropriately to the guarantee method listed above.

COCO KEY WATER RESORT DISCOUNTED ACCESS:

The rates outlined above do not include Water Resort access for overnight guests of the Red Lion Hotel Cincinnati Sharonville. Discounted Water Resort passes will be available to your overnight attendees for 25% off general admission.

HOSPITALITY FOOD AND BEVERAGE:

If food and beverage (including beer kegs) is purchased through the Red Lion Hotel Cincinnati Sharonville, the Hotel staff will take responsibility for storage of kegs and set-up and tear-down of hospitality events. The Red Lion Hotel Cincinnati Sharonville will offer a discounted price of \$150.00 inclusive of tax and service charge per keg with a minimum purchase of five (5) kegs to be purchased resulting in a minimum of \$750.00 inclusive of tax and service charge.

Should the Group select to provide their own keg beer it will be subject to a \$75.00 per keg corkage fee with a minimum of five (5) kegs to be tapped. The minimum corkage fee of \$375.00 plus a 21% service charge will apply. Shortfall of this revenue will be charged to the Master Account.

FUNCTION SPACE/SCHEDULE OF EVENTS:

This contract applies to the following events and function space outlined on Page 4 of agreement.

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| DAY | DATE | START | END | FUNCTION | ROOM | SETUP | ATTD |
|-----------|-----------|----------|----------|------------------|------------------------|------------------|------|
| Monday | 7/25/2016 | 8:00 AM | 11:59 PM | Registration | Terrace Salons | Registration | TBA |
| Monday | 7/25/2016 | 8:00 AM | 11:59 PM | | Patriot North | Empty | TBA |
| Monday | 7/25/2016 | 8:00 AM | 11:59 PM | Exhibits | Grand Ballroom | See Diagram | TBA |
| Tuesday | 7/26/2016 | 8:00 AM | 11:59 PM | Exhibits | Grand Ballroom | See Diagram | TBA |
| Tuesday | 7/26/2016 | 8:00 AM | 11:59 PM | Registration | Terrace Salons | Registration | TBA |
| Tuesday | 7/26/2016 | 8:00 AM | 11:59 PM | | Patriot North | Empty | |
| Wednesday | 7/27/2016 | 08:00 AM | 11:59 PM | Exhibits | Grand Ballroom | See Diagram | TBA |
| Wednesday | 7/27/2016 | 8:00 AM | 11:59 PM | | Patriot North | Empty | |
| Wednesday | 7/27/2016 | 08:00 AM | 11:59 PM | Registration | Terrace Salons | Registration | TBA |
| Wednesday | 7/27/2016 | 08:00 AM | 11:59 PM | Exhibits | Grand Reception Area | As Is | TBA |
| Wednesday | 7/27/2016 | 08:00 AM | 11:59 PM | Setup | Princeton Boardroom | Conference Style | TBA |
| Thursday | 7/28/2016 | 08:00 AM | 11:59 PM | Exhibits | Grand Ballroom | See Diagram | TBA |
| Thursday | 7/28/2016 | 08:00 AM | 11:59 PM | Registration | Terrace Salons | Registration | TBA |
| Thursday | 7/28/2016 | 08:00 AM | 11:59 PM | | Patriot North | Rounds | TBA |
| Thursday | 7/28/2016 | 08:00 AM | 11:59 PM | Meeting/ Session | Patriot Center & South | Theatre Style | TBA |
| Thursday | 7/28/2016 | 08:00 AM | 11:59 PM | Exhibits | Grand Reception Area | As Is | TBA |
| Thursday | 7/28/2016 | 08:00 AM | 11:59 PM | Setup | Princeton Boardroom | Conference Style | TBA |
| Friday | 7/29/2016 | 08:00 AM | 11:59 PM | Exhibits | Grand Ballroom | See Diagram | TBA |
| Friday | 7/29/2016 | 08:00 AM | 11:59 PM | Registration | Terrace Salons | Registration | TBA |
| Friday | 7/29/2016 | 08:00 AM | 11:59 PM | Exhibits | Grand Reception Area | As Is | TBA |
| Friday | 7/29/2016 | 08:00 AM | 11:59 PM | | Patriot North | Rounds | TBA |
| Friday | 7/29/2016 | 08:00 AM | 11:59 PM | Setup | Princeton Boardroom | Conference Style | TBA |
| Friday | 7/29/2016 | 08:00 AM | 11:59 PM | Meeting/ Session | Patriot Center & South | Theatre Style | TBA |
| Saturday | 7/30/2016 | 08:00 AM | 11:59 PM | Registration | Terrace Salons | Registration | TBA |
| Saturday | 7/30/2016 | 08:00 AM | 11:59 PM | Exhibits | Grand Reception Area | As Is | TBA |
| Saturday | 7/30/2016 | 08:00 AM | 11:59 PM | Exhibits | Grand Ballroom | See Diagram | TBA |
| Saturday | 7/30/2016 | 08:00 AM | 11:59 PM | Setup | Princeton Boardroom | Conference Style | TBA |
| Saturday | 7/30/2016 | 08:00 AM | 4:00 PM | Meeting/ Session | Patriot Center/ South | Theatre Style | TBA |
| Saturday | 7/30/2016 | 08:00 AM | 11:59 PM | | Patriot North | Rounds | TBA |
| Saturday | 7/30/2016 | 10:00 AM | 11:59 PM | Hospitality | Espresso's | Rounds | TBA |
| Saturday | 7/30/2016 | 5:00 PM | 11:59 PM | Banquet | Patriot Center/ South | Rounds | TBA |
| Sunday | 7/31/2016 | 08:00 AM | 11:59 PM | Exhibits | Grand Ballroom | See Diagram | TBA |
| Sunday | 7/31/2016 | 08:00 AM | 11:59 PM | | Patriot North | Tables | TBA |

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| | | | | | | | |
|--------|-----------|----------|----------|-----------------|----------------------|---------------------------------------|-----|
| Sunday | 7/31/2016 | 08:00 AM | 11:59 PM | Registration | Terrace Salons | Registration | TBA |
| Sunday | 7/31/2016 | 10:00 AM | 11:59 PM | Hospitality | Espresso's | Rounds | TBA |
| Sunday | 7/31/2016 | 08:00 AM | 11:59 PM | Exhibits | Grand Reception Area | As Is | TBA |
| Sunday | 7/31/2016 | 08:00 AM | 11:59 PM | Setup | Princeton Boardroom | Conference Style | TBA |
| Sunday | 7/31/2016 | 08:00 AM | 11:00 PM | Meeting/Session | Patriot South/Center | Theatre Style Tables Diagram provided | TBA |

* The Catering Department reserves the right to reassign functions rooms to best service and utilize space according to the final guaranteed number of guests.

Hotel agrees that following the final event a member of the hotel management staff will survey the hotel meeting space with a member of the group's management staff and an accounting will be made of any damages. Should Hotel fail to conduct this survey group will not be responsible for any later claims of damage.

MINIMUM REVENUE GUARANTEE

Based on your anticipated guest room usage and food and beverage events for the 2016 National Annual Convention, Hotel has made the following concession:

Room Rental has been waived based upon 80% pick up of Guest Rooms contracted.

MINIMUM FOOD AND BEVERAGE REVENUE GUARANTEE:

Hotel is relying on, and you agree to provide a minimum of \$4,500.00 food and beverage and/or banquet revenue during the Saturday evening banquet non-inclusive of tax, gratuity or service charge.

Should you fall below this amount, you will be responsible for the difference between the amount of revenue achieved and the Minimum Revenue Guarantee for the National Annual Convention.

FUNCTION DETAILS

To ensure a quality experience for all of your attendees, we will send you Banquet Event Orders ("BEO's") confirming the *estimated* number of attendees, menu, room set up, audio visual needs and other details of your event. We ask that you make any corrections and sign and return the BEO's no later than two weeks prior to the event. This document serves as a "contract" for your final details of your event. If you do not return the BEO's by that date, you agree that all information in the BEO's is correct.

Additional space, if requested at the Hotel, will incur additional rental charges. Space assignments are tentatively assigned but subject to change. Hotel agrees that it will notify group if any changes are made to the above referenced space. Hotel agrees that it will not move any function to a space smaller than any space listed on this agreement without agreement from the group.

FINAL GUARANTEE

In order to provide for all attendees, all guarantees are due three (3) business days prior to the function (Monday through Friday, excluding holidays) by 4:00 pm. Please note that once the guarantee has been received, the numbers may increase but not decrease. Should you be unable to provide us with a count, Red Lion Hotel Cincinnati Sharonville will refer to the

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originally contracted number and prepare accordingly. **All increases to guarantees above 5% of the original guarantee are subject to food availability and a 10% surcharge of the meal price.**

FOOD AND BEVERAGE POLICIES

Due to licensing requirements and quality control issues, all food and beverage to be served on Hotel property (except the Convention Hospitality beer as noted above), must be supplied and prepared by Hotel and may not be removed from Hotel property. All hotel food and beverage prices are subject to a 21% service charge and a 6.5% state sales tax (subject to change without notice).

SHIPPING AND STORAGE

Hotel does not have storage space for crates, pallets or large shipments. Any materials to be sent to Hotel may arrive no earlier than three (3) days in advance. A handling and storage fee of \$5.00 per box/item will be added to your Master Account charges for any materials sent to Hotel. Hotel will not be responsible for any loss or damage to materials sent to Hotel prior to your event date.

AUDIO-VISUAL ARRANGEMENT

Should you request audio-visual (AV) equipment we will work through our contracted AV supplier at the published rates. Please note: Red Lion Hotel Cincinnati Sharonville staff will not be permitted to assist with client equipment that is not owned, rented or otherwise provided by the hotel for liability purposes.

CREDIT CARD BILLING

A valid credit card is required with this agreement, even if you are paying with cash or company check (we do not accept personal checks). Please complete the enclosed credit card authorization form and return with this signed agreement. A clear copy of the front and back of the credit card must also accompany this form. All outlined deposits will be charged to this credit card.

TAX EXEMPTION (IF APPLICABLE)

In order to qualify for tax exemption, you must provide a certificate of exemption that is valid in the State of Ohio. Payment for all charges must be made directly by the exempt agency/organization that is listed on the tax exemption form. This payment must be made with either an agency/organization check or agency/organization credit card. Cash or personal checks are not acceptable forms of payment for exempt agencies/organizations.

MINIMUM REVENUE GUARANTEE AND CANCELLATION POLICIES

The parties agree that the event which is the subject of this Contract will generate revenue for Hotel from a variety of sources, including food and beverage charges, function space rental fees, and other charges for additional services that would be incurred by individual guests and by you. In the event that you do not fulfill all of your commitments or cancel in its entirety this Contract, Hotel will suffer damages that will be difficult to determine. The parties agree that the Minimum Revenue Guarantee and Cancellation clauses provide for liquidated damages that have been specifically agreed upon by the parties as a reasonable estimate of the Hotel's losses and do not constitute a penalty of any kind.

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CANCELLATION

Hotel estimates that the Minimum Revenue it will receive from this event if it is held as agreed pursuant to this Contract is as follows:

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|-----------------------------|--------------------|
| Minimum Food and Beverage: | \$4,500.00 |
| Minimum Guest Room Revenue: | \$51,240.00 |
| Total: | \$55,740.00 |

Should Group exceed the minimum food and beverage amount, the additional amount will be applied to total minimum revenue amount.

If Group elects to cancel this Contract for any reason other than a termination for cause, the group agrees to provide written notice to Hotel accompanied by the payment indicated in the following scale:

| | |
|--|------------------------|
| From the date of Contract signing to June 1, 2015: | No Charge |
| From June 2 to 395 days prior arrival | \$ 3,650.00 |
| From 394 days to 365 days prior arrival | \$11,050.00 |
| From 364 days to 334 days prior arrival | \$18,450.00 |
| From 333 days to 302 days prior arrival | \$25,850.00 |
| From 269 days to 239 days prior arrival | \$33,250.00 |
| From 238 days to 120 days prior arrival | \$40,650.00 |
| From 119 days to 60 days prior arrival | \$48,050.00 |
| From 59 days to arrival | 100% Estimated Revenue |

If such payment does not accompany the Group's cancellation notice, the amount owed by the Group shall be determined in accordance with the scale above by using the date the payment is actually made by Group to Hotel, rather than the date Group provided notice of cancellation to Hotel. The option to cancel is agreed by the parties to constitute the exercise of a contractual option and not a default.

PARKING

The Hotel has complimentary parking available.

SECURITY AND CONDUCT OF EVENT

Hotel does not provide security in the meeting and function space and all personal property left in the meeting or function space is at the sole risk of the owner. You agree to advise your attendees and guests that they are responsible for safekeeping of their personal property. You may elect to retain security personnel to safeguard personal property in the meeting and function space. In addition, depending upon the nature of your event, Hotel reserves the right based on its reasonable judgement to require you to retain security personnel in order to safeguard guests or property in Hotel. Any security personnel retained by you must be at your own expense and from a licensed security company that meets the minimum standards established by Hotel, including insurance and indemnification requirements, and at all times remains subject to Hotel's advance approval. Security personnel are not authorized to carry firearms without advance Hotel approval.

The Hotel reserves the right to inspect and control all private functions. You agree to begin your function at the scheduled time and agree to have your guests, invitees and other persons vacate the designated function space at the closing hour indicated. You agree to reimburse

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Hotel for any overtime wage payments or other expenses incurred by the Hotel because of your failure to comply with these requirements.

You are responsible for any damage to Hotel or Hotel property caused by your attendees, vendors, contractors or agents. Hotel reserves the right to refuse service to any persons or prohibit any activity which in the sole judgement of the Hotel may be harmful or cause an unreasonable disruption to the property, its guests or employees.

FORCE MAJEURE

The performance of this Contract is subject to acts of God, government authority, disaster, or other emergencies, any of which make it illegal or impossible for Hotel to provide the facilities and/or services for your event or meeting. It is provided that this Contract may be terminated for any one or more of such reasons by written notice from one party to the other without liability.

INDEMNIFICATION

Each party hereby agrees to indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action resulting from the negligence, gross negligence or intentional misconduct of the party indemnifying or its respective officers, directors, employees, agents, contractors, members, participants or attendees (as applicable), provided that with respect to officers, directors, employees, and

Agents, such individuals are acting within the scope of their employment or agency, as applicable.

CONFIDENTIAL INFORMATION

Group and Hotel will each take reasonable steps to keep all confidential information provided by the other party confidential and to identify information as confidential when shared.

Confidential information will not include: (1) information that is publicly available; (2) PII, which will be handled by the parties in accordance with the "Privacy" provisions; or (3) information that is left or discarded in event rooms, public space, or guest rooms.

AMERICANS WITH DISABILITIES ACT

You and Hotel shall each be responsible for compliance with the public accommodation requirements of the Americans with Disabilities Act and any applicable state or local laws in their respective operation or use of Hotel. Hotel shall provide, to the extent required by law, such auxiliary aids and services or modifications or Hotel rules or policies as may be reasonably requested by you on behalf of your disabled members for use in sleeping rooms and public areas of Hotel operated by Hotel personnel, provided that you give reasonable advance written notice to Hotel of such needs. During your use of Hotel, you shall be responsible for providing your disabled members with auxiliary aids and services or modifications of your rules or policies in connection with your program, activities or presentation (including, for example, engagement of and payment to specialized service providers, such as sign language interpreters), where such accommodation is necessary for us in the meeting space used by you, other than those types and quantities typically maintained by Hotel.

SEVERABILITY

If any provision of this Contract is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of the Contract shall have full force and effect.

DISCLOSURE

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Group will be responsible for determining to whom it needs to disclose any terms of this Agreement, including any commission or rebate that it may receive. Group will disclose to all Group attendees the type and amount of all automatic and mandatory charges that will be charged to them by the Hotel.

SIGNATURE

This contract, with exhibits attached (if any), constitutes the entire agreement between the parties and may not be amended or changed unless done so in a writing signed by Hotel and Group. The parties' hereby warrants that their representatives listed below have the full power and authority to enter into and bind each party to the agreement. To confirm, please return back by **April 30, 2015**. If this agreement is not received by this date, all rooms and space referred to herein will be released, and neither party will have further obligations under this Agreement. Notice may be sent via fax, email, telephone call or letter, and will be considered effective as of the date and time of the notice.

On behalf of Red Lion Hotel Cincinnati Sharonville, we are looking forward to being of service to you. If you should have any questions concerning these details, please feel free to contact me. Thank you for choosing Red Lion Hotel Cincinnati Sharonville!

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|--|---|
| On Behalf of Red Lion Hotel Cincinnati Sharonville Paula Rose | On Behalf of the American Cichlid Association Phil Benes |
| _____ Signature | _____ Signature |
| _____ Date | _____ Date |