

March 17, 2016

American Cichlid Association
9128 Lantern Way
Newport, MI 48166

Dear Mr. Cunningham:

Thank you for choosing the Sheraton Detroit Novi for your conference. On behalf of the Sheraton Detroit Novi staff, we would be delighted to host this event for you.

I have enclosed a copy of the contract. Please sign and return it with the deposit to my attention to confirm your program on a definite basis.

Again, thank you for choosing the Sheraton Detroit Novi. We are looking forward to making your event a success. If you have any questions or concerns, please do not hesitate to contact me at any time at (248) 349-6515.

Kind Regards,

Stephanie Kelly
Senior Sales Manager
Sheraton Detroit Novi

enclosures



Sheraton Detroit Novi

H O T E L

LETTER OF AGREEMENT BETWEEN SHERATON DETROIT NOVI AND American Cichlid Association

March 17, 2016

American Cichlid Association
Josh Cunningham
9128 Lantern Way
Newport, MI 48166
Ph: 734-755-0295
Fax: 517-323-1629
Email: josh@cunninghamcichlids.com

Sheraton Detroit Novi
Stephanie Kelly
21111 Haggerty Road
Novi, Michigan 48375
Ph: (248) 349-4000
Fax: (248) 349-4302
Email: skelly@sheratondetnovi.com

RE: American Cichlid Association
MEETING DATES: July 12/2017 – July 17/2017

American Cichlid Association (“Group”) and Sheraton Detroit Novi (“Hotel”) agree as follows:

By signing and returning the enclosed copy of this contract by 2/29/2017, these arrangements will be agreed to on a definite basis.

Between now and 2/29/2017, unless both parties have agreed upon and fully executed this agreement, should another organization request the dates and be in a position to confirm immediately, we will advise you and you will have three (3) business days to confirm on a definite basis.

If we do not receive a mutually agreed executed original of this agreement from you by 2/29/2017 this agreement will be void and the room block will be automatically released.

GUEST ROOM ACCOMMODATIONS

This contract applies to the following block of rooms:

ROOM TYPE	RATE	7/12/2017	7/13/2017	7/14/2017	7/15/2017	7/16/2017
		Wednesday	Thursday	Friday	Saturday	Sunday
Run of house	\$119.00	50	150	150	150	50
Total Rooms/Nights		50	150	150	150	50

Total Room nights 550
Rate includes a \$10.00 rebate per paid rooms under group block.
One complimentary room for every 40 rooms pick up and paid for.
3 Welcome Amenities No Charge
Wifi included in room rate

All room rates are quoted exclusive of applicable state and local taxes currently 13%.
These rates will be offered two (2) days prior and two (2) days after the meeting dates as indicated on the first page of this contract, subject to availability of rooms at the time of reservation.

The Group guestroom rates quoted by the Hotel shall be on a net, non-commissionable basis.

CUT-OFF DATE

The “cut-off date” for accepting reservations into this room block is 6/19/2017. Reservations requests received after the cut-off date will be accepted on a space and rate availability basis.

METHOD OF RESERVATIONS

The individual attendees will handle all reservations directly with the hotel by calling 248-349-4897 prior to the cut-off date. Please have your attendees identify the American Cichlid Association event when making their reservations. A credit card or other form of guarantee will be required to reserve a room; regular hotel cancellation policies apply.

STARGROUPS WEBSITE

Starwood is pleased to offer American Cichlid Association a customized website reservation system for this event, known as StarGroups, which allows group attendees to book their hotel reservations on the internet with links to the American Cichlid Association website, conference information, dining, entertainment and city information. StarGroups also allows your organization to better manage and market your event by giving you instant access to information about reservations and registration. The StarGroups website is provided at no charge to the group or individual attendees.

GUARANTEED RESERVATIONS

All reservations will be held after 4:00 PM and guaranteed for late arrival only if accompanied by a first night room deposit or guaranteed to a major credit card.

CHECK-IN

The hotel's check-in time is 3:00 PM. Room assignments prior to that time are on an availability basis. Should baggage storage be required, our Guest Services Staff is available to accommodate your needs. The hotel's check-out time is 12:00 PM.

ROOM & RELATED CHARGES

Guests will be responsible for their own guest room, tax and incidental charges upon checkout and the Group will be responsible for all scheduled food & beverage and service charges.

GUEST ROOM ATTRITION

Should the event cancel or the number of actual rooms utilized be less than 80% of the Total Room Nights held, American Cichlid Association agrees to pay for the number of Sleeping Rooms cancelled or not utilized.

SCHEDULE OF EVENTS

Date	Function Description	Start – End Time	Function Space	Set Up	# PPL	Room Rental
Monday July 10 2017	Registration	6:00 AM-11PM	Assembly Area or Coatroom	Set up		No Charge
Monday July 10 2017	Exhibitor set up	6:00AM-11PM	Great Lakes Ballroom	Set up		No Charge
Tuesday July 11 2017	Registration	6:00 AM-11PM	Assembly Area or Coatroom	Set up		No Charge
Tuesday July 11 2017	Exhibitor set up	6:00 AM-11PM	Great Lakes Ballroom	Set up		No Charge
Wednesday 12 July 2017	Registration	6:00AM-11PM	Assembly Area	Conference Style		No Charge
Wed, 12-Jul-2017	General Session	6:00AM- 11:00PM	Great Lakes Ballroom	Table Tops		No Charge
Wed, 12-Jul-2017	Board Meeting	Board Meeting	St Clair Room	Rounds		No Charge
Wed, 12-Jul-2017	Exhibit	6:00AM- 11:00PM	Marquette	Table Tops		No Charge
Thu, 13-Jul-2017	General Session	6:00AM- 11:00PM	Great Lakes Ballroom	Table Tops		No Charge
Thu, 13-Jul-2017	Hospitality	6:00AM- 11:00PM	Mackinac Room	Rounds		No Charge
Thu, 13-Jul-2017	Exhibit	6:00AM- 11:00PM	Marquette	Table Tops		No Charge
Thu 13-Jul 2017	Board Meeting	Board Meeting	St Clair Rooms	Conference Style		No Charge
Fri, 14-Jul-2017	General Session	6:00AM- 11:00PM	Great Lakes Ballroom	Table Tops		No Charge
Fri, 14-Jul-2017	Hospitality	6:00AM- 11:00PM	Mackinac Room	Rounds		No Charge
Fri,	Exhibit	6:00AM- 11:00PM	Marquette	Table Tops		No Charge

14-Jul-2017						
Fri, 14-Jul-2017	Board Meeting	6:00AM- 11:00PM	St Clair Room	Conference Style		No Charge
Sat, 15-Jul-2017	General Session	6:00AM- 11:00PM	Great Lakes Ballroom	Table Tops	1	No Charge
Sat, 15-Jul-2017	Hospitality	6:00AM- 11:00PM	Mackinac Room	Rounds	1	No Charge
Sat, 15-Jul-2017	Exhibit	6:00AM- 11:00PM	Marquette	Table Tops	1	No Charge
Sat, 15-Jul-2017	Dinner	5:00PM- 11:00PM	Great Lakes Ballroom	Rounds	200	No Charge
Sat, 15-Jul-2017	Board Meeting	6:00AM-11PM	St Clair Room	Conference Style		No Charge
Sun16-Jul-2017	Board Meeting	6:00AM	St Clair Rooms	Conference Style		No Charge
Sun, 16-Jul-2017	General Session	6:00AM- 11:00PM	Great Lakes Ballroom	Table Tops	1	No Charge
Sun, 16-Jul-2017	Hospitality	6:00AM- 11:00PM	Mackinac Room	Rounds	1	No Charge
Sun, 16-Jul-2017	Exhibit	6:00AM- 11:00PM	Marquette	Table Tops	1	No Charge
Total						

*The required minimum of food and beverage revenue for this event is \$6000.00 (exclusive of service charge and tax). Should the revenue drop below the stated amount, American Cichlid Association agrees to pay the difference in the form of room rental.

- **Hotel will honor a budgeted dinner of \$30.00++, chef choice of the meal.**
- **All other meals on own**
- **Starwood Meeting Planner double points for planner, name to be determined.**
- **No Charge for parking**
- **Room Rental Waive**
- **Hospitality Room on First Floor, group can bring in light snacks and beer with a corkage fee of \$400.00 a onetime fee.**

BANQUETS AND MEETING ROOM ASSIGNMENTS

The above program outlines the function space we currently have reserved. All changes and/or additions will be subject to availability. The hotel reserves the right to reassign function rooms in the event the originally reserved rooms should become inappropriate, at the sole discretion of the hotel.

As other groups may be utilizing the same room prior to or following your function, please adhere to the times agreed upon. Should American Cichlid Association require additional time to accommodate schedule changes, presetting of the room, clean up, etc., please contact Stephanie Kelly to discuss availability and rental fees. Any major room setup changes occurring after the agreed upon setup on the day of the event, may result in additional fees to American Cichlid Association.

Changes to the meeting room set-up, after the room has been set, per the contract, will result in an additional charge of \$500.00.

FOOD AND BEVERAGE

Please refer to the banquet menus for your food and beverage selections. A 22% service charge, or the prevailing rate, will be added to all food, beverage, audiovisual and room rental prices. A 6% sales tax will be added to all food, beverage, audiovisual, room rental and service charge prices. An additional \$50.00 service fee is applicable for group meal functions of less than 20 people. All meeting requirements, menu requests and other food and beverage selections should be confirmed no later than two weeks in advance of the event.

A final guarantee is required three business days prior to your event by 12:00 P.M. (noon). The guarantee may not be less than 80% of the original estimate and will be considered the minimum guarantee for which you will be charged. This number is not subject to reduction. If the guarantee is not received by the Catering and Convention Services Department, the original expected number will be used for preparation and billing. Upon request, the Sheraton Detroit Novi can prepare and set for 5% over the guarantee. A fee will be assessed for events that require an over-set above 5%.

Outside food and beverage may not be brought into the hotel. In addition, food and beverage purchased through the Sheraton Detroit Novi Catering and Convention Services Department may not be taken from the hotel premises.

BILLING ARRANGEMENTS

Deposit waived with Direct Billing approval.

A master account will be set up for the Group covering its charges. Direct billing requests will be reviewed in accordance with the Hotel's normal approval process. The Group shall review all charges billed to the master account to ensure accurate billing. Payment of all direct billing must be made within thirty (30) days of receipt of a reconciled invoice from the Hotel.

TAX EXEMPTIONS

If American Cichlid Association maintains tax-exempt status, American Cichlid Association must provide Hotel with official documentation by December. The Michigan Department Treasury policy will be used to determine your tax status for this event.

AMENITY DELIVERY

Should you require the delivery of any gift or amenity that you provide, there will be a \$1.00 charge per bag / basket given out to guests checking in at the front desk or a \$3.00 charge per bag / basket delivered to the guest room

FOOD & BEVERAGE POLICIES

Due to licensing requirements and quality control issues, all food and beverage to be served on the Hotel property must be supplied and prepared by the Hotel. Exception of the Hospitality room

SHIPPING AND RECEIVING

All convention related items will be delivered to the hotel and received by the group, not the hotel.

The American Cichlid Association does not have additional insurance, but understand they are liable for any damages.

Below fee's waived if group is here to receive all convention related items.

A delivery charge will not be assessed for any overnight envelopes. Pallets will be delivered at a fee of \$25.00 per every 50 pounds. Should American Cichlid Association require a dedicated Sheraton Detroit Novi employee for the delivery of boxes they will be charged a labor fee of \$35.00 per hour per employee. Each dedicated employee must be arranged for with no later than seventy-two business hours prior to the function and a three-hour minimum labor fee will be charged.

RELOCATION CLAUSE

In the event any member of your Group with a guaranteed reservation cannot be accommodated by the Hotel, the Hotel will provide the following:

1. Accommodations at a comparable Hotel as close as reasonably the guest who is displaced from the Hotel.
2. One complimentary round trip ground transportation between Hotel and the alternate Hotel for each day the guest is displaced.
3. One (1) 5 minute phone call and necessary arrangements for forwarding of the displaced guest's telephone messages and mail.
4. Offer to relocate displaced guest back to first available room. If room becomes available and the guest elects not to return to the Hotel, the Hotel will have no further obligations under this clause.
5. Upon return to the Hotel, upgraded accommodations (if available) and a welcome expression from the General Manager.

Credit to the Group for any guests displaced toward its room block pick up for purposes of this contract and for calculation of the Group complimentary room credit.

CANCELLATION

If the Group cancels the Event or moves the Event to another city or facility, such decision would constitute a breach of its obligation to the Hotel and Hotel would be harmed. Should the Event not be held at Hotel or it is cancelled, the Group will pay Hotel, as liquidated damages, within thirty (30) days after written notification to Hotel of the transfer or cancellation as follows:

DATE CANCELLATION NOTICE RECEIVED PRIOR TO FIRST PROGRAM DATE

Between date of signing and 1 year prior to arrival	\$1000.00
May 1 2016 till August 31 2016	25% of Food and Beverage
September 1 2016 till October 31 2016	50% Food and Beverage
November 1/2016 till February 28, 2017	75% Food and Beverage
March 1/2017 till date of event	100% of Food and Beverage plus 150 room nights

Hotel agrees that after receipt of such amounts it will not seek additional damages.

FORCE MAJEURE

The performance of this Agreement by either party is subject to acts of God, government authority, disaster, strikes, civil disorders, or other emergencies, any of which make it illegal or impossible to provide the facilities and/or services for your meeting. It is provided that this Agreement 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 gross negligence or intentional misconduct of such party or its respective officers, directors, employees, agents, contractors, members or participants (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.

AMERICANS WITH DISABILITIES ACT

Both the Group and the Hotel shall be responsible for compliance with the public accommodation requirements of the Americans with Disabilities Act as defined by law. The Hotel shall provide, to the extent required by the Act, such auxiliary aids and/or services as may be reasonably requested by Group, provided that Group gives reasonable advance written notice to the Hotel of such needs. Group shall be responsible for the cost of any auxiliary aids and services (including engagement of and payment to specialized service providers, such as sign language interpreters), other than those types and quantities typically maintained by the Hotel.

ARBITRATION/DISPUTE RESOLUTION/ATTORNEY'S FEES

Any controversy, claim or dispute arising out of or relating to this Agreement, shall at the option of the Hotel be settled through non-binding mediation or binding arbitration conducted in accordance with the rules of the American Arbitration Association or through an action brought in any court of competent jurisdiction in the State in which the Hotel is located for trial and determination by such court sitting without a jury, under the law of such State in either case. In connection with any such litigation, including appellate proceedings, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs. In addition, Group shall be responsible for payment of attorneys' fees and interest associated with the Hotel's efforts to collect monies owed under the terms of this Agreement. The parties consent to the exclusive jurisdiction of a court of competent jurisdiction in the State in which the Hotel is located and to service of process outside the State in which the Hotel is located pursuant to the applicable requirements of such court in any matter so submitted to it and THE PARTIES EACH EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY. Any judgment or award rendered by the arbitration as referenced above may be entered in any court in the State in which the Hotel is located having jurisdiction thereof or in any court having jurisdiction over the party against whom judgment is sought to be enforced. Neither party shall under any circumstances be responsible for indirect, consequential or punitive damages.

NOTICE

Any notice required or permitted by the terms of this contract must be in writing. Notice must be sent by certified or registered mail, return receipt requested, or by a recognized overnight courier service with provision for a receipt. Notices shall be deemed effective as of the date shown on the receipt.

WAIVER

If either party agrees to waive its right to enforce any term of this contract, it does not waive its right to enforce any other terms of this contract.

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 writing signed by Hotel and Group.

The undersigned represent that they are authorized to sign and enter into this contract.

If a fax transmittal is used by either party, then the fax copy shall serve as an original until an actual original is executed and received by both parties.

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

Please sign and return this confirmation agreement by 3/4/2016 indicating your approval of these arrangements or the Sheraton Detroit Novi reserves the right to release this space.

ACCEPTED AND AGREED TO:

American Cichlid Association
9128 Lantern Way
Newport, MI 48166

Sheraton Detroit Novi
21111 Haggerty Road
Novi, Michigan 48375

By _____
Josh Cunningham

By _____
Stephanie Kelly, Senior Sales Manager

Date _____

Date _____