

Confirmation Agreement

Name :	Gus Sininger	Hotel Name:	Embassy Suites Hotel Airport / Convention Center
Title:	President	Sales Manager:	Wendy Vincent
Company Name:	AC-119 Gunship Association	Phone:	843-725-1306
Address:	1300 Ariel Court	Fax:	843-725-1300
City,State,Zip:	Ft Walton Beach, FL 32547	Email:	wendy.vincent@jqh.com
Phone:	850-865-2634	Name of Event:	AC-119 Gunship Association Reunion XII
Email:	stinger7172@cox.net	Date:	September 26, 2010

This agreement between the **AC-119 Gunship Association (the "Organization")** **John Q. Hammons Hotels & Resorts ("Owner")**, d/b/a **Embassy Suites Hotel Airport/Convention Center (the "Hotel")** is intended to be helpful to Hotel & Organization in planning Organization's event & result in Organization's satisfaction with Hotel's performance. These arrangements are being held until (14 days) 3/8/2010 12:00:00 AM. However, should another organization request the dates & be in a position to confirm immediately, Organization will be advised & given 48 hours to confirm on a definite basis. If Organization is unable to confirm on a definite basis, alternate dates can be researched & held for the use of Organization. Please note that it is the Organization's responsibility to notify Hotel if an extension is needed. If written confirmation is not received by Hotel by 3/8/2010 12:00:00 AM all obligations under this contract will be released. Hotel is pleased to offer the following accommodations for your event:

Room Block	Wed 09/28/2011	Thu 09/29/2011	Fri 09/30/2011	Sat 10/01/2011	Sun 10/02/2011
Run of House	40	90	125	125	65

Total Room Block Reserved: **445**

Room Rate	Single Rate	Double Rate	Triple Rate	Quad Rate
Run of House	\$119	\$119	\$129	\$139

Room rates are quoted exclusive of local taxes & fees & assessments, currently 12.5%.

ROOM RESERVATION METHOD: **SUITE BILLING:** **METHOD OF PAYMENT:**

Individual Individual Pays Own Catering - Prepay

Concessions:

- One complimentary guestroom for the reunion coordinator (maximum 5 nights)
- One complimentary guestroom per 35 on a non cumulative basis

RESERVATION METHOD GUARANTEE:

*Individual - All individuals making their own reservations, must guarantee their reservation with either a major credit card or one nights deposit prior to their arrival.

***No Shows** - Any guest who does not show up for their guaranteed reservation & does not cancel their reservation prior to 14 days prior to their arrival, will be assessed a fee of (1) nights room & tax to their guaranteed method.

FUNCTION SPACE:

Date	Start Time	End Time	Function	Room	Setup	Agr
Wednesday 9/28/2011	8:00 AM	12:00 AM	Hospitality	Meeting Room 6+7	Rounds of 10	
Thursday 9/29/2011	8:00 AM	12:00 AM	Hospitality	Meeting Room 6+7	Rounds of 10	
Friday 9/30/2011	8:00 AM	12:00 AM	Hospitality	Meeting Room 6+7	Rounds of 10	
	6:00 PM	10:00 PM	Reception	Ballroom A	Rounds of 10	250
Saturday 10/1/2011	8:00 AM	12:00 AM	Hospitality	Meeting Room 6+7	Rounds of 10	
	9:00 AM	10:30 AM	Meeting	Meeting Room 10 + 11	Theater	150
	6:00 PM	10:00 PM	Dinner	Ballroom A	Rounds of 10	300
Sunday 10/2/2011	5:00 PM	10:00 PM	Dinner	Ballroom A	Rounds of 10	160
	8:00 AM	12:00 PM	Tear Down	Meeting Room 6+7	Tear Down	

Meeting room rental will be waived for this event provided that the group utilizes our catering services for the meals listed above.

The Hospitality Room A double meeting room in the Convention Center on the 2nd floor will be available Wednesday afternoon **through Sunday at Noon** complimentary to the group.

Special Exceptions:

Beverages – the group will be permitted to bring in its own beverages (kegs are prohibited)

Food – the group will be permitted to bring in snacks & light food items

Ice – the group may bring in their own ice & containers or ice is available for purchase for \$7.00 inclusive per 25 lbs.

Large garbage cans will be made available to the group for use in this room.

If there are any noise complaints the Hospitality Room will be closed immediately.

Concessions:

- Complimentary Hospitality Suite
- Complimentary Banquet Space with stock linens & table decor
- Complimentary podium
- Complimentary bartender for your dinner if the group exceeds \$300 in sales

Customized Menu Options

Friday Reception

Carved Beef Station

Swedish Meatballs

Vegetable Display

Chicken Nuggets

Cookies / Brownies

\$28.00 inclusive per person based on 200 people

\$135 Carver Fee

Saturday Dinner Plated Option

Tossed Garden Salad with Carrots, Cucumbers & Tomatoes

Ranch Dressing & Balsamic Vinaigrette

Select One: Salmon with Citrus Beurre Blanc

Apple-Cider Spiked Chicken

Sliced Flank Steak with Roasted Peppers, Onions & Mushrooms

Chef's Choice Vegetarian Entrée

Chef's Choice Vegetable & Starch

New York Style Cheesecake with Strawberry Topping

Iced Tea & Iced Water with Lemon

Coffee Service

\$35.00 inclusive per person based on 200 people

Sunday Farewell BBQ Lowcountry BBQ Buffet

Country Garden Salad with Choice of Dressings

Pulled BBQ Pork & Pulled BBQ Chicken

Cole Slaw

Corn on the Cob

Buns

Freshly Baked Cookies & Brownies

Freshly Brewed Sweet / Un-sweet Iced Tea

\$30.00 inclusive per person based on 125 people

Discounted Cash Bar Pricing:	Domestic Beer	\$4.00	Import Beer	\$4.50
	House Wine	\$5.00	House Liquor	\$5.50

All meeting room rental, audio visual equipment, electrical & telecommunication charges are subject to a 22% service charge, plus applicable sales tax, currently at 7.5%. All food & beverage charges are subject to 22% service charge, applicable sales tax, currently at 7.5% & 2% hospitality tax. All service charge fees are taxed at 7.5%. Service charge & tax are subject to change.

**** Service charge & tax have been added when pricing is referred to as inclusive or including. ****

***(SUBJECT TO CHANGE)- *Specific meeting rooms cannot be guaranteed & are subject to change**

A Banquet Event Order ("BEO") which details food, beverage, room set up, AV, internet, etc., must be signed & on file with Hotel no later than three (3) business days prior to Organization's arrival date. **If the signed BEO's are not received by Hotel three (3) business days prior to the Organization's arrival date, Hotel reserves the right to cancel the event.** If the BEO charges, **before tax & service charges**, exceed the food & beverage minimum as stated above, the BEO's will supersede the contracted food & beverage minimum.

Upon receipt of this agreement, a Conference Service Manager will be assigned to work with Organization on coordination of Organization's program. The Conference Service Manager will also handle all of your food & beverage requirements. We will be pleased to confirm all food & beverage prices 45 days prior to arrival. **The Conference Service Manager will contact Organization thirty (30) days prior to its event to receive Organization's expected number of attendees. Confirmation for the number of guests to be served must be received three (3) working days prior to the scheduled functions; otherwise the Hotel will consider your thirty (30) day expected attendance to be its final guarantee.** Should Organization's actual attendance exceed these figures, every effort will be made to properly serve the guests. However, Hotel may not be able to serve the same menu. **Organization will be required to pay for the guaranteed number of guests, or the actual number of guests, whichever is greater.** Organization's signature is needed upon the conclusion of all functions. Itemized tickets will be presented for signature in order to verify final guest counts & all services rendered. In the event that you need to make changes to the above arrangements the space committed to your group will be reevaluated & may be subject to change. We cannot guarantee changes to event times, attendance numbers or set-up of rooms. Hotel reserves the right to re-assign function room assignments based on attendance, setup style & event time. Function room assignments must be confirmed with your catering or convention services manager prior to room assignments being published.

All food & beverage must be supplied & prepared by the Hotel except in the hospitality suite (Meeting Room 12&13). **Absolutely no outside food & beverage is permitted in the meeting rooms.** The only exception is special theme baked goods, such as wedding cakes. Food & beverage purchased at the Hotel may not be removed from the premises.

Embassy Suites is the exclusive caterer for the Convention Center & Hotel meeting space. If alcoholic beverages are to be served on the hotel premises, (or elsewhere under Hotel's alcoholic beverage license), Hotel will require that alcohol be provided by Hotel & that such beverages be dispensed only by hotel servers & bartenders **with exception to the hospitality suite (Meeting Room 12&13).** Alcoholic beverage service will be denied to those guests who appear to be intoxicated or are under age.

SHIPPING INFO All incoming packages should be addressed to your Catering or Convention Services Manager & marked as follows:

EMBASSY SUITES CHARLESTON AREA CONVENTION CENTER
ATTN: Convention Shipping & Receiving
5055 International Boulevard N. Charleston, SC 29418

HOLD FOR: _____ Name of Group
First Date of Event _____ Number of Boxes (ie: 1 of 2, 2 of 2, etc...)
Any special delivery instructions, if applicable

Standard boxes & packages will be accepted at a box charge fee of \$5.00 per box. A storage fee of **\$10.00 per day per box** will apply to shipments received earlier than (3) days of your event. All pallets & all shipments over (50) pounds must be shipped to a drayage company; your catering manager can assist you with these arrangements. Boxes left on premises for longer than (1) week after departure without shipping instructions will be discarded. Payment for all box & storage fees will be posted to your Master Account unless otherwise directly arranged with your Catering or Convention Services Manager. Hotel will not assume responsibility for damage or loss of any merchandise or articles left on the Hotel premises prior to, during or following the function. No COD packages will be accepted. Hotel's policies on safe package handling are based on advice from the United States Postal Service (USPS) & the Federal Centers for Disease Control & Prevention (CDC).

Price Increases There may be increases in prices due to unforeseen changes in market conditions at the time of event. Hotel will communicate these increases to Organization in advance. Hotel will require written confirmation that Organization agrees to pay these increased prices. Alternatively, Hotel, at its option, may in such event make reasonable substitutions in menus & Organization agrees to accept such substitutions.

The sleeping rooms, function space & food & beverage functions listed above will be considered definite commitments upon signing of this agreement by both parties, & will be subject to all terms & conditions set forth below. Organization will be asked to sign Event Orders confirming the details of Organization's events. Faxed signatures will be accepted. The persons signing below agree that they are authorized representatives of the above indicated group & Hotel who have authority to enter this agreement. This agreement & the terms & conditions on the subsequent page may not be changed or amended unless done so in writing & signed by both parties.

Organization:

Hotel:

Gus Sininger Date

Wendy Vincent Date

Title: _____

Title: Sales Manager

TERMS AND CONDITIONS

1. **Reservations:** Reservations will be made by **Individual** no later than **Monday, August 29, 2011 ("Cut-Off Date")**. After that date, Organization agrees that Hotel may offer unused rooms held in Organization's block to other customers to reduce Hotel's losses & Organization's obligations under the performance clause. Reservations requested by your attendees after this date will be accepted based upon availability at the hotel's prevailing rate.

Individual Call in

Reservations will be made by individuals calling the Hotel directly at 1-843-747-1882 or Embassy Suites Brand Reservations number, 1-800-EMBASSY. Individuals must identify themselves as being with the AC-119 Gunship Association Reunion XII at the time the reservation is made in order to receive the group rate.

2. **Cancellation & Performance:** The rates offered by us are based in part upon the total gross revenue anticipated by Hotel from Organization's agreement to use & pay for the rooms & events listed above. Organization guarantees that its event will provide the following minimum revenues (exclusive of tax & service charge):

Sleeping Room Revenue	\$52,955
Food & Beverage Revenue	\$16,830
Meeting Room Rental	Waived

It is understood that Hotel loses substantial revenue upon the unexpected cancellations of an event. The amount of those losses is often difficult or impossible to determine. Hotel has set forth the following fee schedule in the event of cancellation. The parties agree that these fees are a fair & reasonable estimation of Hotel's loss as a result of cancellation. Organization shall pay the cancellation fee as liquidated damages, plus applicable taxes, if Organization's event is canceled. All cancellations must be submitted in writing.

Date of Cancellation	Percentage owed
Date of signing to 91 Days in advance	25% or \$17,446.25
Date of signing to 91 - 180 Days	50% or \$34,892.50
90 Days or less in advance of event	100% or \$69,785

3. **Attrition:** If the event is held, but Hotel does not realize the total revenue anticipated from the event, Organization agrees to pay liquidated damages. The damages owed will be in the amount necessary for Hotel to receive no less than 75% of each minimum revenue guarantee listed in numbered paragraph 3 above, plus applicable taxes.

4. **Payment Arrangements:**

Payment Schedule for Estimated Catering Charges:

With Contract Signing: \$500 deposit is due

Organization will pay the entire contract price in cash or by certified check at least ten (10) business days prior to function or by personal bank check fourteen (14) days prior to function.

Hotel may terminate this agreement & retain the portion of Organization's deposit or seek additional amounts necessary to equal the Cancellation Fee if payments are not made as agreed.

If preferred, all charges can be paid by credit card. Hotel accepts American Express, Diners Club, Discover Card, JCB International, Master Card or Visa. If credit has not been approved for Organization's function, Organization will provide Hotel with the credit card to which all estimated Master Account charges will be authorized no later than 30 days prior.

5. **Outside Food & Beverage:** All food & beverage must be supplied & prepared by the Hotel with exception to the hospitality suite (Meeting Room 12&13). No outside food & beverage is permitted in the meeting rooms or atrium level. Food & beverage may not be removed from the premises.
6. **Audio Visual / Décor:** For an additional charge, & on an exclusive basis, audio-visual equipment & décor is available at the hotel. Microphones, screens, sound equipment, plus a full range of other audio-visual equipment & services are available given advance order. Equipment availability & a price list will be supplied upon request. Hotel reserves the right to adjust the volume on any audio-visual equipment at any event. A 22% service charge & applicable taxes will be applied to all audio visual equipment & décor charges. Service charge & taxes are subject to change.
7. **Signage:** Any items to be put on, affixed to, or placed upon any meeting room or lobby walls, or directional signs, as well as the materials to affix such, are subject to approval by the hotel prior to installation or display. Organization is responsible for any damage caused by signage/displays &/or loss of signage/display. Hotel has the right to remove any objectionable material & hotel may cancel event without penalty if objectionable material is posted in connection with the event. Determination of what constitutes 'objectionable material' is in the Hotel's sole discretion & Hotel shall not have liability due to the cancellation of the event due to objectionable material.
8. **Security:** Hotel is not responsible for any loss or damage to Organization's property. If required, in Hotel's sole judgment, in order to maintain adequate security measures in light of the size &/or nature of Organization's function, Organization will provide, at its expense, security personnel supplied by a reputable licensed guard or security agency doing business in the city or county in which Hotel is located, which agency will be subject to Hotel's prior approval. Organization agrees to comply with all applicable federal, state & local laws, including health & safety codes & federal anti-terrorism laws & regulations including all provisions of 29 CFR part 470. Organization agrees to cooperate with Hotel & any relevant governmental authority to ensure compliance with such laws.
9. **Indemnification & Insurance:** To the extent permitted by law, Organization shall protect, indemnify, defend & hold harmless Hotel & its officers, directors, partners, agents, members, & employees from & against any & all demands, claims, damages to persons or property, losses & liabilities, including reasonably attorney's fees. (collectively "Claims") to the extent arising out of or caused by Organization's negligence or negligence of Organization's guests, employees or contractors in connection with the use of Hotel facilities. Organization represents & warrants that its activities conducted at the hotel & in connection with the function shall not infringe the patent, copyright or trademark rights or violate rights of privacy or publicity of any third party. Organization further agrees to obtain & keep in force general liability insurance covering the event described in this agreement with limits of not less than \$1,000,000 per occurrence & to provide Hotel with a certificate of insurance. Hotel may, at its discretion, require Organization to include Hotel, its Owner, & its Manager in such policies as additional insureds or may require additional coverages based up on the nature of Organization's function.
10. **Auxiliary Aids:** The Hotel represents & Organization acknowledges that the Hotel's facilities being rented for Organization including guest rooms, common areas & transportation services will be in compliance with our public accommodation requirements under the American Disabilities Act. Organization agrees that one week in advance of Organization will furnish a list of any auxiliary aids needed by Organization's attendees in meeting or function space. Organization agrees to pay all charges associated with the provision of such aids. When Organization's attendees make room reservations, please ask them to notify us of their auxiliary aid needs so that Hotel may notify Organization as to the names of businesses with which Organization may contract to obtain those aids.
11. **Promotional Considerations:** Hotel has the right to review & approve any advertisements or promotional materials in connection with Organization's function that specifically reference any name or logo of Hotel or Hotel's franchisor.
12. **Force Majeure:** The performance of this agreement is subject to termination without liability upon the occurrence of acts of God, war within the borders of the United States, government regulations, 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's facilities.
13. **Collection/Attorney's Fees:** If Hotel retains the services of a collection agency or attorney to assist in the collection of any amounts due under this agreement, Organization will pay all expenses incurred by Hotel in such collection efforts, including attorney fees, collection charges, & expenses.

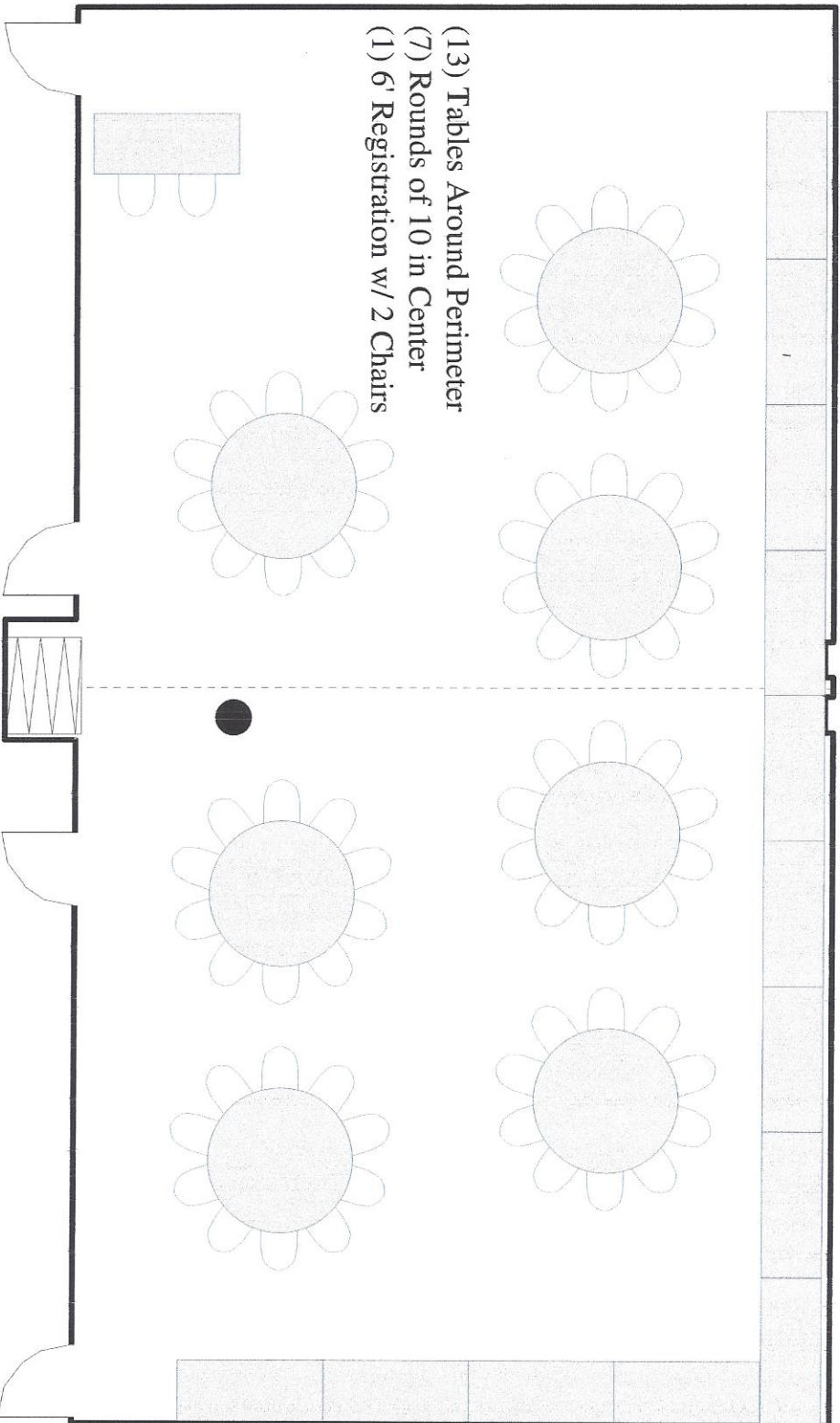
Client Initials: _____ Date: _____

Sales Manager Initials: _____ Date: _____

Meeting 12&13

Meeting 12

Meeting 13



Grand Ballroom A

Sarah
(Heather?)

