



PROPOSED CONTRACT

Date: October 22, 2012

GROUP NAME: AC 119 Gunship Association **CONTACT:** Jerry & Ellen Hester **ADDRESS:** 8015 Donshire Dr Converse, TX **PHONE:** 210-663-9425 / 210-663-3169 **Email:** jhester7.satx@gmail.com
ln.hester@gmail.com

El Tropicano Riverwalk is a "resort style" tropical themed property that has 306 well-appointed guest rooms & 37,000 square feet of flex meeting space. Nestled in the banks of the San Antonio River, El Tropicano Riverwalk is a full service, convention hotel that offers a state of the art fitness facility, pool, sundeck, a "dive in movie screen" & a lounge that overlooks the tranquil San Antonio River. Our restaurant features ample seating for a relaxing meal, or you can order a cappuccino from our "Expresso" Grab-&-Go Coffee bar.

Based on your requirements, we are offering the following:

GUESTROOMS September 2013

Monday	9/23/2013	10 rooms
Tuesday	9/24/2013	15 rooms
Wednesday	9/25/2013	25 rooms
Thursday	9/26/2013	75 rooms
Friday	9/27/2013	115 rooms
Saturday	9/28/2013	120 rooms
Sunday	9/29/13	80 rooms
Monday	9/30/13	10 rooms

Total Room Nights: 450 room nights

RATES \$105.00 flat rates single/double

Rates are net & non-commissionable & do not include the current occupancy tax which is 16.75% & is subject to change. Group rate will be extended three days before & three days after conference dates subject to availability. **(20 September/3 October)** The rates quoted are special **group discount** rates & do not apply to any current or future promotions or specials that may be offered to **individual travelers**. The client is responsible for advising conference attendees of this policy.

RESERVATION PROCEDURES

It is our understanding that reservations are to be made on an individual basis. When calling the reservations office, please instruct your attendees to identify themselves as being with the **AC 119 Gunship Association**, this will ensure your attendees receive the group rate, & that your guest room block is credited. Reservations can be made online using a direct link to be provided to the Association or, through our toll free reservations number **877-214-9768** or via email at reservations@eltropicanohotel.com

Any individual cancellations received less than 72 hours prior to arrival will be billed for one (1) night room & tax. It is the responsibility of **AC 119 Gunship Association** to inform all attendees of our cancellation policy. The Hotel agrees to hold your room block until August 26, 2013 at that time any unsold rooms will be released & revert back to the Hotel for general sale. Reservations received after the cut-off date will be on a space available basis only, at the group discount room rate.

Any individual cancellations received less than 72 hours prior to arrival will be billed for one (1) night room & tax. It is the responsibility of **AC 119 Gunship Association** to inform attendees of our cancellation policy.

DEPOSIT POLICY

All reservation requests require a credit card guarantee or advance deposit equal to one night's room & tax. Personal checks, money orders, or valid American Express, Diner's Club, Visa, Discover, or MasterCard number & expiration date will be needed for the deposit. Deposits are non-refundable for rooms cancelled less than 72 hours prior to arrival.

BILLING POLICY

Our records indicate each individual will be responsible for his/her incidental expenses with all group functions billed to the Association master account.

COMPLIMENTARY AGREEMENT

2 Complimentary suite for the period of the occupied room nights for the group.

One complimentary room for every 40 rooms cumulative

Group shall have the right to add rooms at group rate based on availability

Two full American Breakfast per room double occupancy

One full American Breakfast per room single occupancy

Allowed to bring in snacks & Adult beverages for the hospitality room: w/ \$35.00 per day fee for ice & cleaning: no corkage fees apply for beverages consumed in the hospitality room.

No Minimum room pick up penalty to contract (no attrition clause)

Free Wi Fi

Discounted parking of \$9.00 per day (24 hr period w/ in & out privileges)

5 Complimentary Parking passes

Complimentary Mariachi Group 1 hour for Banquet or reception

Complimentary microphone for Friday night Meet & Greet, Saturday morning Association Meeting, Saturday night Banquet, & Sunday night Farewell events.

Special Notes: Our vicinity to the Oldest VFW Post in Texas is a leisurely 12-15 walk on the scenic San Antonio Riverwalk. The Post would like to host an event of your choosing as a Welcome from the San Antonio Veterans Community.

Restaurants for reasonable meals out side the Hotel.

- *4th Street Café located with in view of the hotel is a Church Sponsored Venue for Breakfast & Lunch , meals include a cafeteria style meal with a variety of selections.*
- *Guerillmos Italian Food located adjacent to the hotel.*
- *Cool Café on the Riverwalk is quaint & located directly on the Riverwalk*

These Restaurants are close & reasonably priced in menu

FOOD AND BEVERAGE MINIMUM (Waived) We offer complimentary rental of all meeting space with NO food & beverage minimum.

CHECK IN/CHECK OUT

Check-in time is after 4:00 PM

Check-out time is 12:00 Noon

PARKING

Parking is not guaranteed & subject to availability. The current daily parking charges are as follow, & are subject to change without notice. Sales tax does not apply. Self Parking \$9 (discounted) Bus Parking \$40

STATE TAXES NOTE: Meeting room rental & set-up fees are subject to the current state occupancy tax of 6% & is subject to change.

The daily meeting room rental has been offered complimentary with **\$5,000** food & beverage functions. However, if any food & beverage function is cancelled, full meeting room rental for that room will apply each day.

EXHIBITOR CHARGES

If exhibit space is required at the Hotel, there will be a \$45.00 charge per day, per 8' x 10' booth space. Each space comes with one draped table & two chairs. If electrical assistance is required, please fill out the attached electrical sheet requirements. There is a \$45.00 one-time charge for the first five days of usage for one outlet at 110 volts.

AUDIO VISUAL

Hammer Audio Visual is our exclusive in-house audiovisual company. Outside purveyors are not permitted to operate in our Hotel. Exceptions will be granted for groups that own audiovisual equipment (i.e. military schools, churches & other non-profit organizations).

PURCHASE ORDERS

All purchase orders must be accompanied by a completed direct bill application.

INCOMING BOX CHARGES:

There is a charge for all incoming/outgoing boxes. The charges are as follows:

- 1st 5 Boxes at no charge; 6 Boxes & above received: \$5.00 each.
- Boxes to be shipped: \$5.00 each; Boxes requiring pallets: \$50.00 charge per pallet.

BAGGAGE HANDLING

Porterage is \$5.00 per person, round trip. (Optional)

DAMAGE POLICY

The individual customer (not the organization) is responsible for any damage, loss or liability incurred by the Hotel by any of the customer's guests or any persons or organizations contracted by the customer to provide any services or goods, during or after the function. The customer agrees to pay the Hotel for any damages incurred within fifteen (15) days after departure from the Hotel.

SECURITY

Initial & Date _____

Your organization acknowledges that the Hotel cannot be responsible for the safe keeping of equipment, supplies, written material or other valuable items left in the function rooms. Accordingly, you acknowledge that it will be your responsibility to provide security of any such aforementioned items & hereby assumes the responsibility for loss thereof.

GOVERNING LAW / VENUE

This Agreement shall be governed by the laws of the State of Texas as to all matters, including but not limited to matters of validity, construction, performance & remedies. Any suit or action arising out of or relating to this Agreement shall be brought in the State of Texas & the Parties agree that venue shall be San Antonio, Texas, & your hereby waive any & all objections to jurisdiction or venue.

INDEMNITY

AC 119 Gunship Association agrees to indemnify, defend, & hold harmless the other Party, & Hotel & their respective subsidiaries, affiliates, officers, owners, agents, employees, parents, insurers, successors, or assigns from & against all loss, claims, demands, causes of action, liabilities, expenses, including reasonable attorney's fees & costs arising from any claim arising out of or resulting from, in whole or in part, (a) any breach of this Agreement by other party; or (b) any omission or act taken or committed by other party & other party employees, contractors, subcontractors, vendors, guests & attendees.

FORCE MAJEURE

The performance of this Agreement by either party is subject to acts of God, government authority, disaster, strikes, civil disorder, or other emergencies, any of which making it illegal or impossible to provide the facilities &/or services for you 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.

ARBITRATION

Any controversy or claim arising out of or related to cancellation of this contract, for the sole purpose of holding said convention/meeting at another location or facility shall be settled by arbitration in accordance with the American Arbitration Association. Judgment upon the award by the arbitration(s) may be entered in any court having jurisdiction thereof.

CHANGES

Any changes, modifications, deletions or additions are not valid until counter-signed by the Director of Sales & Marketing at the Hotel. Any changes may impact other areas of the agreement & modify the existing contract.

ACCEPTANCE

We will hold these dates until **Friday December 8, 2012** at which time we require a signed copy of this agreement. If a signed agreement has not been received by this date, the Hotel reserves the right to release space & guestrooms for sale. In the event that we have a definite request for this space prior to your option date we will contact you.

If these arrangements meet with your approval, please sign & return the originals, & any attachments to my attention by **Friday December 8, 2012**. An acceptance shall occur when both parties are in possession of an original agreement & attachments, if any, or confirmed copies signed by the other party. If either party uses a fax transmittal, then a confirmed fax copy shall be treated as an original. For record keeping purposes only, the parties shall subsequently exchange signed copies of the agreement & attachment(s). This contractual agreement becomes effective at the time the Director of Sales & Marketing counter signs this document.

Sincerely, Michael Rodriguez State/National Sales Manager

APPROVED BY:

Wayne Laessig, President AC 119 Gunship Association

Michael Rodriguez

Date Sales Manager

Director of Sales & Marketing

BE SURE TO CHECK OUT OUR TRANSFORMATION AT WWW.ELTROPICANOHOTEL.COM.

EL TROPICANO RIVERWALK * 110 LEXINGTON AVENUE * SAN ANTONIO, TX 78205

210 277-4039 SALES * 210 223-4520 FAX * 1-866-293-1842 TOLL FREE * 1-888-465-4329 WORLDWIDE

Initial & Date _____