

FINAL BANQUET EVENT ORDER, GUARANTEE & PAYMENT IN FULL

A final banquet event order outlining all details of your event will be finalized no later than 3 days prior to your scheduled event. A final guarantee of attendance and payment in full of all estimated charges are also required 3 days prior to the event. If the guest does not provide the hotel with their guaranteed number, then the original expected attendance is considered the guarantee by default. Once the guarantee is provided, it may not be reduced; however, the guarantee number may be increased. The hotel cannot guarantee availability of exact menu selections without (72) hour's notice of increase. Any charges incurred on the day of the event, in excess of the original estimate, are due prior to departure the final day of the event or within (48) hours of the event with a signed credit card authorization form on file.

DEPOSITS

If you have not already established a direct bill account with the hotel, we will require a deposit in the amount of \$1,000.00 with the signed agreement. This deposit is fully applicable to all purchases on the day of the event. It is not, however, transferable to another booking and/or function date.

CANCELLATION POLICY

Once a deposit has been paid, any cancellation will result in the loss of the full deposit in addition to the fees listed below:

Less than 30 days prior to group event	100% expected guest room & meeting /banquet revenue
31 to 60 days prior to event	75% of above
61 to 90 days prior to event	50% of above

The performance of this Agreement by the Hotel is subject to any circumstance making it illegal, impractical or reasonably impossible for the Hotel to provide the services as provided for herein at the Hotel, including events caused by acts of God, war, government regulations, disaster, strikes, civil disaster, or curtailment of transportation facilities, or curtailment or interruption of utility service for sewer, water or power to the Hotel. The Agreement may be terminated for any one of the above reasons by written notice from the Hotel within ten (10) days of the Hotel learning of the basis for termination.

IMPOSSIBILITY OF PERFORMANCE

This Agreement will terminate without liability to either party if substantial performance of either party's obligations is prevented by an unforeseeable cause reasonably beyond that party's control. Such causes include, but are not limited to, acts of God, regulations, or orders of governmental authorities, fire, flood or explosion, war, disaster, civil disorder, curtailment of transportation facilities, or other emergency making it illegal or otherwise impossible to provide the facilities or the services or to hold the meeting; any delay in necessary and essential construction or renovation of the Hotel, strike, lockout, or work stoppage or other restraint of labor, either partial or general, from whatever cause.

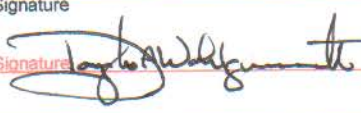
GOVERNING LAW

The parties acknowledge and agree that this agreement shall be deemed a contract made under the laws of this state, and be construed and enforced in accordance with and governed by the law of the State of New Mexico. This agreement supersedes all previous agreements and arrangements whether written or verbal between the parties. This contract may only be changed by written instrument duly executed by both parties. This contract may be signed in counterparts, each of which shall be deemed an original and which together shall be deemed a contract.

ACCEPTANCE

If the above meets with your approval, please sign and return the original of your contact below by **Friday, February 8th, 2013**. If a signed copy of this Agreement and the deposit (if required) are not returned by this date, the space being held on your behalf will be released for sale to the general public. The undersigned is a representative authorized to sign on behalf of the organization listed on the front page and to enter into this Agreement.

Client Signature	Title	Date
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	Title AC-119 Gunship Treasurer	DATE 22 JAN 2013
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Hotel Representative	Title	Date
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Phone: (505)884-2511

Fax: (505) 881-4806

MUST RETURN TO HOTEL BY: **Friday, February 8th, 2013**

MCM Elegante Hotel

Attn: Kara St. John

2020 Menaul NE

Albuquerque, NM 87107

505-884-2511 X607

Comment [W1]: I'd like both Wayne Laessig and Mac to be signatories for this - that way we'll know we're all on the same page. BUT, Mac will NOT be held legally accountable for the contract - just the Association via Wayne's signature. Wayne's title will be President, AC-119 Gunship Association, and Mac's title will be AC-119 Reunion Coordinator.