

## QUICK CONFIRMATION TERMS AND CONDITIONS

1. **RESERVATIONS:** Reservations will be made by: **Individual call-in no later than Sunday, May 13, 2007.** After that date, you agree that we may offer unused rooms held in your block to other customers to reduce our losses and your obligations under the performance clause. Reservations requested by your attendees after this date will be accepted based upon availability. Room and tax will be paid by individuals.
2. **CANCELLATION AND PERFORMANCE:** The rates offered by us are based in part upon the total gross revenue anticipated by us from your agreement to use and pay for the rooms and events listed on the opposite side. You agree and understand that in the event of a cancellation or lack of full performance by you, our actual damages would be difficult to determine. Therefore, you have agreed to pay reasonable liquidated damages to the Hotel for cancellation or lack of performance as described in this paragraph. Cancellation damages will be calculated as a percentage, based on the date of cancellation listed below, of total anticipated gross revenues from all contracted sleeping rooms, food and beverage and meeting room rental listed on the opposite side.
 

<u>Date of Cancellation</u>	<u>Percentage owed</u>
Date of signing to 90 days in advance	40%
89 days to 60 days in advance	60%
59 to 30 days in advance	75%
29 days or less in advance of event	100%

If the event is held, but the Hotel does not realize the total revenue anticipated from your event, you agree to pay performance damages. The damages owed will be the amount necessary for the Hotel to receive no less than **80%** of the total anticipated guestroom revenue from your event.
3. **PAYMENT IN ADVANCE:** Unless you have established credit in advance with us, you will pay the entire contract price in cash or by certified check at least three days prior to your function or by personal bank check two weeks prior to your function. If you have established credit, payment in full will be due within thirty (30) days of your function. If you prefer, all charges can be paid by credit card. Hilton accepts American Express, Diners Club, Discover Card, JCB International, Master Card or Visa. If credit has not been approved for your function, you will provide us with the credit card to which all estimated master account charges will be charged. If credit has been approved, you will provide us with your credit card information at the time of your function.
4. **OUTSIDE FOOD AND BEVERAGE:** Due to state law, you may not bring to the Hotel alcoholic beverages. You must obtain prior approval from us before you bring in any food or non-alcoholic beverages from outside sources.
5. **ROOMING LIST:** You have requested that Hotel provide you and/or your representative(s) with access to guest reservation information pertaining to guests who have reserved rooms at the Hotel as part of the room block (each, an "Attendee") established pursuant to this agreement. You certify that you have obtained consent from each of your Attendees for the Hotel or Hilton Hotels Corporation ("HHC") to provide to you and/or your representative(s) such Attendee's reservation information and agree to reimburse Hotel and HHC for any costs, damages, fees or expenses of any kind arising from any claim(s) by an Attendee relating to the Hotel's or HHC's disclosure of reservation information.
6. **SECURITY:** We have no insurance for and are not responsible for any loss or damage to your property. If required, in our sole judgment, in order to maintain adequate security measures in light of the size and/or nature of your function, you will provide, at your expense, security personnel supplied by a reputable licensed guard or security agency doing business in the city or county in which we are located, which agency will be subject to our prior approval. Such security personnel may not carry weapons. For the safety of persons and property, no fireworks or incendiary devices may be used indoors at the hotel. Group agrees to comply with all applicable federal, state and local laws, including health and safety codes and federal anti-terrorism laws and regulations including all provisions of the Patriot Act and regulations of the U.S. Department of Homeland Security and the Office of Foreign Assets Control. Group agrees to cooperate with Hotel and any relevant governmental authority to ensure compliance with such laws.
7. **INDEMNIFICATION & INSURANCE:** To the extent permitted by law, you agree to protect, indemnify, defend and hold harmless the Hotel, Hilton, and the owner of the Hotel, and their respective employees and agents against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out of or connected with your function, except those claims arising out of the sole negligence or willful misconduct of the Hotel. You represent and warrant that your activities conducted at the hotel and 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. You further agree to obtain and keep in force General Liability Insurance covering the event described in this contract with limits of not less than \$1,000,000 per occurrence and to provide the Hotel with a certificate of insurance naming Hotel, Hilton and the owner as an additional insured for your event.
8. **AUXILIARY AIDS:** The Hotel represents and you acknowledge that the Hotel facilities being rented for you including guest rooms, common areas and transportation services will be in compliance with our public accommodation requirements under the Americans With Disabilities Act. You agree that one week in advance you will furnish to us a list of any auxiliary aids needed by your attendees in meeting or function space. You agree to pay all charges associated with the provision of such aids. When your attendees make room reservations, please ask them to notify us of their auxiliary aid needs so that we may notify you as to the names of businesses with which you may contract to obtain those aids.
9. **PROMOTIONAL CONSIDERATIONS:** We have the right to review and approve any advertisements or promotional materials in connection with your function that specifically reference any name or logo of the Hilton family of Hotel brands.
10. **FORCE MAJEURE:** Neither party shall be responsible for failure to perform this contract if circumstances beyond their control, including, but not limited to; acts of God, shortage of commodities or supplies to be furnished by the Hotel, governmental authority, or war in the United States that makes it illegal or impossible for the hotel to hold the event.
11. **ARBITRATION:** The parties agree that any dispute in any way arising out of or relating to this contract, other than disputes involving patents, trademarks, trade dress, copyrights, trade secrets, false advertising, false representation, unfair competition and/or infringement of intellectual property rights, will be resolved by arbitration before JAMS/ENDISPUTE® or the American Arbitration Association, pursuant to the organization's rules in the state and city in which the hotel is located and pursuant to that State's law as the governing law. The parties agree that any arbitration award will be enforceable in state or federal court. The prevailing party in any arbitration or court proceeding will be entitled to an award of its reasonable costs and attorney fees and pre and post judgment interest.

Dated: \_\_\_\_\_ By: \_\_\_\_\_ For: 914World.com  
Mr. Mark DeBernardi, Coordinator

Dated: \_\_\_\_\_ By: \_\_\_\_\_ For: Doubletree Hotel Sonoma Wine Country  
Michael Weiss, Sales Manager