

THE WESTIN

WESTMINSTER

LETTER OF AGREEMENT BETWEEN THE WESTIN WESTMINSTER AND HYLAND HILLS HOCKEY ASSOCIATION

Tuesday, October 09, 2007

Mrs. Lynn Pfannenstiel
HYLAND HILLS HOCKEY ASSOCIATION
3755 East 139th Street
Thornton, CO 80602

Phone: (303) 280-3611
E-mail: jrjagjamboree2007@yahoo.com

Renee DeBell
Sales Manager
The Westin Westminster
10600 Westminster Boulevard
Westminster, CO 80020

Phone: 303-410-5821
Fax: 303-410-5025
Email: renee.debell@westin.com

RE: Junior Jaguar Jamboree 2007
MEETING DATES: Thursday, December 27, 2007 - Sunday, December 30, 2007

HYLAND HILLS HOCKEY ASSOCIATION ("Group") and THE WESTIN WESTMINSTER ("Hotel") agree as follows:

These arrangements will be a definite commitment if this agreement is signed by both parties by October 15, 2007.

Between now and October 15, 2007, 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 this agreement is not mutually executed by October 15, 2007, the room block may be automatically released.

GUEST ROOM ACCOMMODATIONS

This contract applies to the following block of rooms:

	Thu 12/27	Fri 12/28	Sat 12/29
Guestrooms	20	40	40

TOTAL GUEST ROOM NIGHT COMMITMENT: 100

CUT-OFF DATE

The "cut-off date" for accepting reservations into this room block is [November 27, 2007](#). Reservations requests received after 5:00 p.m. local time at the Hotel on the cut-off date will be accepted on a space and rate availability basis. Failure to reserve rooms before the cut off date will not impact the enforceability of the attrition or cancellation clauses.

RESERVATION PROCEDURE

We understand your attendees will be calling for their accommodations. Please make your guests aware that they may call directly to the Hotel at (303) 410-5000 or to our Westin Central Reservation Office at (800) WESTIN1 (937-8461) and ask for the

STARWOOD

HOTELS & RESORTS WORLDWIDE, INC.

As of February 25, 2005

JUNIOR JAGUAR JAMBOREE rate. Individuals should make their reservation no later than your room block cut-off date [November 27, 2007](#). After this date, any unsold rooms will be released for general sale. We will accept reservations at the prevailing rates after the release date, subject to Hotel availability.

RATES

We are pleased to confirm the following special hockey rates:

Room	Single Rate	Double Rate	Triple Rate	Quad Rate
Guestrooms	\$99.00	\$99.00	\$99.00	\$99.00

All room rates are quoted exclusive of applicable state and local taxes, currently 12.6%. Taxes are subject to change.

DISCLOSURE

Group agrees that it will disclose to all members of Group and attendees, the type and amount of all automatic and mandatory charges [e.g., resort charges, service charges, etc] that will be charged to them by the Hotel under this Contract and the early departure fee that may be charged to them under this Contract. Group agrees that it will also have sole responsibility for determining whether it is necessary to disclose to members of Group, attendees or any third parties, any other terms of this Contract or the terms of any other relationship between the Group or you and the Hotel or Starwood Hotels & Resorts Worldwide, Inc. or its affiliates, including that a portion of Group's room rates are being paid to you as a commission or rebate or that you have received or may receive any other benefits from Hotel or Starwood Hotels & Resorts Worldwide, Inc. or its affiliates.

EARLY DEPARTURE FEE

In the event that a guest who has reserved a room within your block checks out prior to the guest's reserved checkout date, an early departure fee of \$50.00 will be charged to that guest's individual account. Guests wishing to avoid this fee must advise the hotel at or before check-in of any change in the scheduled length of stay. The Hotel will inform members of your group of this fee upon check-in. The hotel will deduct any such fees that are collected from any amount you may owe as sleeping room attrition.

FEES FOR ADDITIONAL SERVICES

The hotel provides a variety of facilities and services not specifically described in this contract, which are available to groups and individuals at additional charge. A list of the hotel's pricing for these facilities and services is attached to this contract, or is available to individual guests upon request.

COMMISSIONABLE/NON-COMMISSIONABLE

Group room rates are net, non-commissionable rates.

REBATES

The above group rate reflects a rebate of \$3.00 for each occupied room night and paid for at the full guestroom rate to help offset the cost of the services the Hyland Hills Hockey Association provides to its members. This rebate is payable to the Hyland Hills Hockey Association (rebate check is to be mailed to Dave Dygert, 11388 Eaton Street,

Westminster, CO 80020). Payment or credit of any rebate shall only be made after satisfactory settlement of each individual's guestroom charges.

CONTENT

To the extent that Group provides any content to Hotel, including promotional brochures, flyers, logos, pictures, music and meeting schedules (collectively, the "Content") for any reason, including for distribution at the meeting or for inclusion on a StarGroups website, Group hereby warrants that it has all rights, permissions, and licenses necessary to provide the Content to Hotel for its intended use. Group further warrants that it has all rights, permissions, and licenses necessary to display or perform all Content used by Group at its event.

GROUP DATA

To the extent Group provides any information to Hotel, including Group's contact information and personally identifiable information of Group's members and meeting attendees (collectively, the "Group Data") for any reason, Group hereby represents, warrants and covenants that, prior to providing Hotel with the Group Data, Group shall have obtained all rights and permissions necessary to (i) provide the Group Data to Hotel, (ii) transfer the Group Data to locations both within and outside the point of collection, including to the United States, and (iii) grant to Hotel the right to use or release the Group Data to Starwood Hotels & Resorts Worldwide, Inc. ("Starwood"), Starwood's affiliates, and other entities and locations within the Starwood reservation, sales and catering, and database management systems for lawful Starwood related business purposes, including to confirm reservations and to provide stay related communications, and to provide access to third parties retained to provide services required or requested by Group, including Contracted Vendors.

ROOM & RELATED CHARGES

Guests shall be responsible for their own guest room, tax and incidental charges upon checkout.

ROOM DEPOSIT

A deposit equal to [one night's stay] is required to hold each individual's reservation. Such deposit shall serve to confirm the reservation for the date (s) indicated, and, upon check-in, shall be applied to the [first] and/or [final] night of the reserved stay. These deposits paid by individuals are refundable if notice is received at least [seventy-two (72) hours] prior to arrival and a cancellation number is obtained. [All deposits shall be charged at the time the reservation is made.]

CREDIT CARD BILLING

Subject to the terms and conditions of this Agreement, Hotel will accept Credit Card payments for all Transactions. Hotel shall honor valid Credit Cards properly tendered for use. For purposes of this contract, "Credit Card" means a credit card issued pursuant to the rules and regulations (the "Rules") of American Express, Diners Club International, Discover Card, JCB, MasterCard VISA, or any "Credit Card" for which Hotel provides processing.

FORCE MAJEURE

The performance of this Agreement by either party is subject to acts of God, government authority, disaster 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.

INSURANCE

The Hotel and the Group shall obtain and maintain and provide evidence of insurance upon request in amounts sufficient to provide coverage for any liabilities which may reasonably arise out of or result from the respective obligations pursuant to this contract.

DELIVERIES

For all materials being delivered to the hotel, please instruct drivers to the loading dock located at the rear of the hotel on the north east side. If the roll gate is closed, the house phone located next to the entrance doors may be used to notify Service Express of the delivery.

SHIPPING INSTRUCTIONS AND HANDLING FEES

If you are sending materials to the hotel for use in a banquet room, please ship to arrive no earlier than three (3) days prior to the event. Items must be labeled as follows:

Name of Group and On-site Contact- address to the person that will be looking for it
c/o The Westin Westminster
10600 Westminster Boulevard
Westminster, CO 80020
Hold for Name & Date Conference
Box(es) _____ of _____ (Multiple boxes MUST be numbered)
Name of Hotel Catering/Conference Services Manager

Box deliveries will be assessed a handling fee determined by weight. The charges will be posted to your Master Account. The hotel will not be responsible for the safe keeping of personal or rented equipment.

INDEMNIFICATION

To the extent allowed by applicable law and subject to sovereign immunities afforded to Group, 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 breach of any of its representations, warranties or covenants herein or the negligence, gross negligence or intentional misconduct of the party indemnifying 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 for use in sleeping rooms and public areas of the hotel, 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), necessary for use in the meeting space used by the group, other than those types and quantities typically maintained by the Hotel.

LIMITATION ON PUNITIVE DAMAGES

The parties hereby agree that neither party shall be liable for any punitive damages.

DISPUTE RESOLUTION

The parties will resolve any controversy, claim or dispute of any kind or description arising out of or relating to this Contract through binding arbitration before one arbitrator conducted in accordance with the rules of the American Arbitration Association or JAMS in the State and city in which Hotel is located. The law of the State in which Hotel is located will be the governing law. The arbitration award will be enforceable in any state or federal court. In the event of arbitration or litigation arising from or associated with this contract or the enforcement of any arbitration award, the parties agree that the prevailing party therein shall recover attorneys' fees and costs including expert witness and arbitration fees and pre and post judgment interest. In addition, Group shall be responsible for payment of attorneys' fees and interest associated with Hotel's efforts to collect monies owed under the terms of this Contract.

COMPLIANCE WITH LAWS AND HOTEL RULES AND POLICIES

Group agrees to comply with all applicable federal, state and local laws and Hotel rules and policies governing the Contract and event, including any rules, regulations or requests of the U.S. Department of Homeland Security.

ASSIGNMENT

Group agrees that it may not assign its interest, rights or duties under this Contract to any other person or entity without Hotel's prior approval.

NOTICE

Any notice required or permitted by the terms of this contract must be in writing. Notice may be sent via facsimile transmission and will be considered effective as of the date and time of the facsimile confirmation of transmission.

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, constitutes the entire agreement between the parties and may not be amended or changed unless done so in a writing signed by Hotel and Group.

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

Notice may be sent via facsimile transmission and will be considered effective as of the date and time of the facsimile confirmation of transmission.

Accepted:	Accepted
HYLAND HILLS HOCKEY ASSOCIATION	Inland Pacific Colorado, LLC d.b.a. The Westin Westminster Starwood Hotels & Resorts Inc., Managing Agent
Authorized Signature	Authorized Signature
Print Name	Renee DeBell
Print Title	Sales Manager
Date	Date