

January 10, 2003

**REVISION #2**

Ms. Cathie Lowell  
**Institute of Electrical and Electronics Engineers, Inc.**  
18 Robinhood Drive  
Dundas, ON  
L9H 4G1  
Phone/Fax #: 905-628-9554  
Email: c.lowell@ieee.org

Dear Ms. Lowell:

Thank you for considering the **Sheraton Fallsview Hotel & Conference Centre** for your **conference**. We are pleased to propose the following arrangements.

**BEDROOMS**

|                      |          |          |           |           |
|----------------------|----------|----------|-----------|-----------|
| <b>DAYS:</b>         | Friday   | Saturday | Sunday    | Monday    |
| <b>DATES:</b>        | 04.30.04 | 05.01.04 | 05.02.04  | 05.03.04  |
| <b>NO. OF ROOMS:</b> | 22/25/3  | 22/25/3  | 120/100/2 | 120/100/2 |

|                      |  |           |
|----------------------|--|-----------|
| <b>DAYS:</b>         | Tuesday  | Wednesday |
| <b>DATES:</b>        | 05.04.04   | 05.05.04  |
| <b>NO. OF ROOMS:</b> | 120/100/2  | Depart    |
| <b>ROOM TYPE:</b>    | Green View / Falls View / Executive Falls View   |           |
| <b>ROOM RATE:</b>    | \$139.00 per Green View room, \$169.00 per Falls View room and \$189.00 per Executive Falls View room per night based on single or double occupancy and subject to applicable taxes. |           |

\* Rates are net.

These dates and rooms are being tentatively reserved for you until **January 17, 2003**, at which time we will need a signed copy of this agreement along with your deposit, which will act as your contract. If confirmation has not been received by **January 17, 2003**, the Sheraton Fallsview Hotel & Conference Centre will release the space for resale. Should you require an extension of your option date, please advise me in writing and we will be happy to discuss it.

### ROOM BLOCK PROCEDURE

Receipt of this signed contract will confirm that your block of **766** room nights total are held for your group until **March 28, 2004**. **At this time, any rooms which have not been reserved with names will be released and the full rack rate may apply on all late bookings.**

### CHARGES

1. Rooms and Taxes charged to the INDIVIDUAL X or MASTER \_\_\_.
2. Incidentals charged to the INDIVIDUAL X or MASTER \_\_\_.

### METHOD OF BOOKING

1. Rooming List \_\_\_\_.
2. Individual Book X.

### INDIVIDUAL BOOK

Individuals will be responsible for booking their own rooms through our Reservation department. Individual bookings are to be guaranteed by forwarding a pre-payment (no personal cheques) in advance or with a major credit card. **The convenor is responsible for ensuring that delegates are made aware of the Room Block Release date listed above.**

For each room reservation, a deposit of one night's room and tax will be taken from the individual's credit card, at time of booking.

### REGISTRATION FORMS

All hotel registration information sent to delegates must be pre-approved by the hotel. The Hotel can provide you with a Hotel Reservation Information form if required.

### COMPLIMENTARY ROOMS

The Sheraton Fallsview Hotel & Conference Centre will offer one (1) complimentary room for every fifty (50) rooms occupied and paid for per night.

### CHECK-IN/CHECK-OUT

Check-in - 3:00 PM  
Check-out - 11:00 AM

For guests arriving prior to Check-in time, a baggage storage area is available. As well, guests not leaving the hotel by Check-out can also use the baggage storage area.

### PARKING CHARGES

On-site parking is available at a charge of \$10.00 per day for both overnight guests and any delegates attending day functions.

Parking charged to INDIVIDUAL X or MASTER \_\_\_\_.

## **NO-SHOW POLICY**

Individuals with guaranteed reservations who fail to arrive on the confirmed date without 48 hours notice will be charged at the Group rate for one (1) night. Late arrivals may be charged for the confirmed stay at the Group rate. Early Departures will be charged for their confirmed length of stay.

## **FUNCTION SPACE RESERVED**

Only the space committed to in this agreement will be allocated for the party mentioned in this agreement. Any other space will be made available for the use of other organizations.

We are holding appropriate meeting space based on your requirements.

|   |                                   |
|---|-----------------------------------|
| Haida                                     | \$125.00 per day plus 7% GST      |
| Ontario                                   | \$125.00 per day plus 7% GST      |
| Executive Boardroom                       | \$125.00 per day plus 7% GST      |
| Loretto                                   | No Charge *                       |
| Hennepin (North and South)                | \$450.00 per day plus 7% GST      |
| Canadiana (Dinner)                        | No Charge *                       |
| Canadiana (Meeting)                       | \$250.00 per day plus 7% GST      |
| Oakes North (Meals)                       | No Charge *                       |
| Oakes Northeast and Northwest (Breakouts) | \$250.00 each per day plus 7% GST |
| Oakes South (Plenary)                     | \$450.00 per day plus 7% GST      |
| Oakes South (Meals)                       | No Charge *                       |
| Oakes Foyer and West Chute                | \$200.00 per day plus 7% GST      |

**Note:** Please refer to attached Function Space block for proposed agenda and pricing breakdown.

\* No Charge is based on a minimum food and beverage requirement of \$9.95 for breakfast, \$17.95 for lunch and \$32.95 for dinner in a Private Banquet Room.

Should your attendance fluctuate, the Sheraton Fallsview Hotel reserves the right to move the function to a more suitable room based on the number of people and to reassess the room rental and/or menu prices accordingly.

IN ADDITION, PLEASE REFER TO APPENDIX "A" EXHIBIT AND DISPLAY INFORMATION FOR BREAKDOWN OF COSTS AND PROCEDURES.

## **FOOD & BEVERAGE**

### **CONFERENCE SERVICES**

Our Conference Services Manager, Mr. Gary Coombes, will assist you with planning all details and arrangements for your meeting.

### MENU SELECTION & PRICING POLICY

Please be advised that the food & beverage costs are determined one year in advance. All rates are subject to change. All food & beverage items to be consumed must be provided by the Sheraton Fallsview Hotel & Conference Centre.

For food service delayed by the convenor over 45 minutes, an additional labour charge of \$2.00 per person will apply.

### NOTIFICATION REQUIRED

We MUST be notified in writing of the guaranteed number of people in your party 48 hours prior to the function. Failing this, the number of persons given at the time of booking will be taken as a guarantee for billing. The convenor will be charged for the guarantee or actual number of people in attendance whichever, is higher.

### CATERING ATTRITION

The number of catered food and beverage functions and the attendance figures for such functions has been taken into consideration in establishing and providing competitive room rates for your convention. In the event any food and beverage functions outlined in the attached agenda are cancelled, significantly reduced in size, or taken off property, and written notification is not received 6 months prior to the function date you shall pay the Hotel (fifty percent) 50% of the estimated food and beverage revenue lost. This amount shall be added to and payable as a part of your Master Account.

### STATUTORY HOLIDAYS

A twenty percent (20%) surcharge will be applied to all food & beverage functions held on statutory holidays.

### CHARGES

1. Contracted Food & Beverage charged to the INDIVIDUAL  or MASTER .
2. Meeting Room(s) charged to the INDIVIDUAL  or MASTER .

## **HOTEL LIABILITY**

### LOST OR STOLEN ARTICLES

The Sheraton Fallsview Hotel & Conference Centre will not accept any responsibility for any guest property lost, damaged or stolen on the Hotel premises.

### IMPOSSIBILITY OF PERFORMANCE

It is agreed by both parties that the Sheraton Fallsview Hotel shall be relieved of its obligation under the agreement in the event and to the extent the performance agreed in the contract is delayed or prevented by any cause reasonably beyond its control, including and without limitation, acts of God, fire, flood, explosion, strike, lock-out, work stoppage or other restraint of labour either partial or general, from whatever cause.

## CONTRACT REVISIONS

Only the written contents of this contract or the contents contained in any addenda or amendments related to this contract are recognized as the responsibility of the Sheraton Fallsview Hotel & Conference Centre. Any verbal negotiations must be committed to in writing.

## DEPOSITS & PAYMENT OF ACCOUNT

- 1) a) No deposit will be required with return of a signed copy of this contract to the hotel.
- b) Enclosed is a Credit Application which is to be completed by the client and returned at least twenty-one (21) business days prior to the function date. All credit applications are subject to approval by our Credit Department.
- c) Based on credit approval, we will direct bill you at the address noted above upon completion of the function. Payment will be due within 30 days of receipt of invoice. 1.5% interest will be charged per month on overdue accounts.
- 2) The Client is responsible for any damage incurred as a result of their function.
- 3) All prices are quoted in Canadian Currency and are subject to the appropriate Provincial Sales Tax of 8% (Food & Non-Alcoholic beverage) or 10% (Alcoholic Beverages), Goods & Services Tax (GST) of 7% and 15 % Service.
- 4) SOCAN Licence Tax also applies if using alternate music and/or dancing: \$28.75 for music and \$57.55 for music dancing, plus 7% GST. Alternate music is any music that is not piped in from Musak through the hotel sound system.

## CANCELLATION

Upon receipt of the signed contract, there shall be no right of cancellation for the sole purpose of holding the event in some other facility. Cancellations for this reason will result in a 100% charge for all bedrooms allocated, all meeting space rentals, and any food and beverage orders contracted.

In order for your organization to cancel for reasons other than the above, the following will apply:

- If cancellation occurs within 12 months prior to the function, **Institute of Electrical and Electronics Engineers, Inc.** will be charged the following:
  - \* Twenty-five percent (25%) of the total guest room commitment .
  - \* Fifty percent (50%) of the function room(s) rental.
- If cancellation occurs within 6 months prior to the function, **Institute of Electrical and Electronics Engineers, Inc.** will be charged the following:
  - \* Fifty percent (50%) of the total guest room commitment.
  - \* One hundred percent (100%) of the function room(s) rental.
- If cancellation occurs within 2 weeks prior to the function, **Institute of Electrical and Electronics Engineers, Inc.** will be charged the following:
  - \* Fifty percent (50%) of the total guest room commitment.
  - \* One hundred percent (100%) of the function room(s) rental.

\* One hundred percent (100%) of the projected food and beverage charges.

This letter, dated **January 10, 2003** will serve as our contract which binds the Sheraton Fallsview Hotel and Conference Centre and **Institute of Electrical and Electronics Engineers, Inc.** It may not be amended and no waiver, or consent may be given unless in writing, and signed by the hotel and your office. The undersigned represents the authority to bind to the commitments made herein and such action is taken with the full knowledge and approval of **Institute of Electrical and Electronics Engineers, Inc.**

If this contract meets with your approval, please sign and return with your deposit cheque (if applicable). This will become a confirmation of your booking.

If you should require any further assistance or information, please feel free to contact me. We look forward to hosting your **conference**.

Sincerely,

Darlene Shelton  
Account Executive  
SHERATON FALLSVIEW HOTEL & CONFERENCE CENTRE

\_\_\_\_\_  
Authorized Signature  
**Institute of Electrical and Electronics Engineers, Inc.**

\_\_\_\_\_  
Date

/ds  
Encls.

If confirming this contract via facsimile, please sign below as well.

\_\_\_\_\_  
**Institute of Electrical and Electronics Engineers, Inc.** Date

FUNCTION DATE: Friday, April 30, 2004 [IEEE04]

## **GENERAL INFORMATION**

### **Taxes**

All quoted rates and charges are in Canadian dollars, and subject to the prevailing taxes. The current Provincial Sales Tax is 5% on guestrooms, 8% on food and 10% on alcoholic beverages. A 7% Federal Goods and Services Tax also applies. Gratuities are 15% and apply to all food and beverage services, unless specifically stated otherwise.

### **Smoking Policy**

Please be advised that all Banquet Rooms and adjacent corridors are non-smoking. Smoking is permitted only in Stanley's Lounge at any time and certain common areas after 9:00 pm. Please inquire with Conference services for smoking locations and times.

### **Bartender Fees**

Host and Cash Bars are subject to a Bartender Fee of \$15.00 per Bartender per hour plus tax (4 hours minimum per bartender required). Cash Bars are also subject to a Cashier Fee of \$15.00 per Cashier per hour plus tax (4 hours minimum per cashier required).

### **Parking**

Parking is available on site.

### **Ground Transportation**

For those delegates flying to Toronto or Buffalo, we will be happy to assist your group in arranging for ground transportation to and from the hotel.

### **Outside Activities**

We will be happy to assist you in formulating any activities in the Niagara area for your group. Some attractions you might consider are: The Shaw Festival, Whirlpool Golf Course, boat cruises and the Niagara Falls IMAX Theatre. All bookings made by the Sheraton Fallsview will be subject to a service fee of fifteen percent (15%).

### **Decorations and Entertainment Arrangements**

We will be happy to assist you with your needs. Banners, signage, etcetera must be approved by the hotel in advance of the function date. Details regarding size, content, requested location and manner of suspension are required.

### **Display Equipment and Personal Property**

The Sheraton Fallsview Hotel and Conference Centre assumes no responsibility for personal property or display equipment brought into the hotel. All such items must be removed from the banquet rooms at the end of each function, unless such space is reserved on a 24 hour basis or other arrangements are made with management.

### **Fallsview Audio Visual Group**

Our in-house audio-visual company is **Fallsview Audio Visual Group**. They provide a professional technician to handle all your needs. Please see the attached equipment list for available services and cost. He can also be contacted at the hotel at Extension #4203.

### **Incidental/Other Fees**

To be determined in line with final requests for exhibit set-ups, audio visual equipment, furniture requests and extra labour charges as may be required. These fees will be discussed and agreed to in advance by both parties. If your group requires additional phones or fax lines, we must be notified no less than 2 weeks prior, to enable us to order.



## EXHIBIT and DISPLAY POLICIES - APPENDIX A

The client understands that the **SHERATON FALLSVIEW HOTEL and CONFERENCE CENTRE** commits the above space with the agreement that the Hotel will not be held responsible for the loss or damage of exhibit materials or other property brought to the Hotel for the purpose of the clients convention. The client remains responsible for all damages caused as a direct result of their function.

- 1) All goods being brought into the Hotel must enter through the Receiving/Loading Dock area (South side of the Hotel, Livingston Ave.).
- 2) Any goods received **prior** to the function date, will be charged a minimum \$25.00 per 100lbs Receiving and Storage Fee. The Hotel is not responsible for any goods arriving prior to the function date and retains the right to refuse goods that arrive at the Hotel without our prior knowledge. Please ensure that all packages are clearly labeled with your company name, contact name and the date of the function. Receiving dock fees should be established at the time of signing this contract. Should you feel that there will be excessive loading dock use, please call and discuss this with our Conference Services Department.
- 3) Exhibitors are responsible for providing all labour for unloading and loading trucks, setting and dismantling displays, and removal of any excessive garbage. The Hotel does not provide storage for display materials after the close of the function.
- 4) No food or beverage of any kind may be dispensed or sold by exhibitors without prior written permission from the Hotel.
- 5) The hotel provides (6' x 1.5') tables, (6'x 2.5') tables, and (8'x 2.5') tables for display purposes. Each table requested will be fully skirted with white linen at \$25.00 plus taxes.
- 6) Any additional requirements that must be rented by the Hotel for the sole purpose of the clients convention must be discussed prior to signing this contract. This fee will be determined at the time of arranging final set up for your meeting space. If you feel you may require a substantial amount of set up, please discuss with your salesperson.
- 7) There will be \$25.00 electrical fee per plug-in (115 V) per Day. Additional electrical requirements can be arranged should your conference require them. Please contact the hotel for further information. Extension cords are available for a \$20.00 deposit (\$10.00 refundable on return at end of function)
- 8) Each function room is equipped with 4 phone lines. DSL and ISDN are available upon request with 2 weeks notice. Phone cost is \$50.00 per day plus applicable long distance charges and taxes.

**NOTE:** Any goods being shipped to the hotel from outside Canada could take a few weeks and to further expedite this process, the hotel should be advised of shipments coming. If sending exhibits or materials from outside Canada, a bonded broker is recommended. Any duty taxes or brokerage fees charged to the Sheraton Fallsview will be applied to the client's Master Account.

NOTE - \*\* All prices stated herein are subject to change without notice.