

**Marriott Norfolk Waterside  
235 East Main Street  
Norfolk, Virginia 23510**

<b>Date Prepared:</b>	SEPTEMBER 29, 2006	<b>Hotel Contact:</b>	LISA BYARD
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**THIS AGREEMENT** is made this 15 day of August, 2006, by and between The Institute of Electrical and Electronics Engineers Incorporated, a New York not-for-profit corporation ("IEEE"), on behalf of the 2010 ICOPS Conference Committee (hereinafter referred to as the "Group") and The Marriott Norfolk Waterside (the "Hotel") located at 235 Main Street, Norfolk, Virginia 23510.

All references herein to the 2010 ICOPS Conference Committee include specifically authorized representatives. IEEE will provide a list to the Hotel of the representatives authorized to act on behalf of the 2010 ICOPS Conference Committee; The Hotel should not accept instructions from any other persons.

The Hotel agrees to hold the space listed in this agreement on a tentative basis until 9/30/2006. If this agreement is not fully executed by Group and Hotel by 9/30/2006, the Hotel will release the space. If an alternate request is received prior to the due date, the Hotel will notify you and you will have forty-eight (48) hours from Hotel notification to return this executed agreement.

**GUEST ROOM BLOCK**

	Sun 06/20	Mon 06/21	Tue 06/22	Wed 06/23	Thu 06/24
Run of House	190	200	200	200	200

**Total Room Nights: 990**

**GUEST ROOM BLOCK**

The Hotel shall accommodate the Group for early arrivals and late departures in accordance with the expected arrival/departure pattern. In no case shall this minimum room commitment as stipulated in This Agreement be reduced except in writing signed by the Group and the Hotel.

All rooms used by persons attending or working at the meeting shall be counted in the room block on a cumulative basis. These include, but are not limited to: all cancellations billed (“no shows”), all persons who, for whatever reason, do not receive the group rate (e.g. late reservations, corporate rates, government rates, etc.); and all persons “walked.”

The Hotel agrees to contact The Group to review the room block commitment on or before:

9 July 2007	30 days after 2007 conference
(Day, Month, Year)	30 days after 2008 conference
(Day, Month, Year)	30 days after 2009 conference

Based on such review, if the parties mutually agree to any adjustment to the room and space block, as well as corresponding changes to the Group’s meeting and function space block, such changes to the contract shall be confirmed in writing and signed by both parties at these times without penalty.

Baggage will be stored at no charge for early arrivals and late departures.

**GUEST ROOM RATES**

The Hotel confirms the following guest room rates:

Room	Single Rate	Double Rate
Run of House	159.00	159.00

The confirmed rates covers all attendee costs, including service fees, but are exclusive of applicable Norfolk city tax, currently 8%, and a Virginia state tax of 5% and \$1 bed tax per room night. Taxes are subject to change. Rates are net non-commissionable.

Hotel promises that it will not offer lower *publicized* group rates and/or added benefits over the Official Event Dates unless the lower rates and/or benefits also apply to Group, based on at least 80% pickup of the Room Block.

The rates established for the GROUP will be offered for a period of (3) days before and (3) days after June 20-25, 2010, the meeting dates as indicated on the first page of this contract, subject to availability of rooms at the time of reservation to accommodate those who wish to extend their visits These nights will be credited back to the room block.

Group’s special group rates will apply for the entire duration of each guest's stay. 10% of rooms will be offered at the prevailing government rate for guests with official orders.

**COMMISSION**

Other than as set forth herein or in the Agreement, Hotel represents and warrants that it has no agreement with any (other) party to pay a commission related to the meeting covered by this Agreement. Hotel further represents and warrants that it shall not subsequently enter into such an agreement without first disclosing it to Group and obtaining Group’s written permission to execute such an agreement.

**CHECK-IN / CHECK-OUT**

Guest accommodations will be available at 4:00 PM on arrival day and reserved until 11:00 AM on departure day. Any attendee wishing special consideration for late checkout should inquire at the front desk on the day of departure.

**RESERVATION METHOD**

All reservations will be made by telephone +1 800 974 0264 Attendees will reference (Code) when making reservations. The Hotel shall offer individuals the opportunity to make online reservations by way of the Hotel's web site (Web Address). Attendees will reference (Code) when making online reservations.

The reservation cut-off date shall be 21 May 2010 at 5:00 p.m. Eastern time. Reservations received after this date will be accepted by the Hotel on a space available basis at the conference rates and will be credited to the room block. Modifications made to existing reservations after this date will be treated as advance reservations. All cancellations received by the Hotel prior to the cut-off date will revert to the Group's room block

The Hotel may require a deposit in advance from individual guests to guarantee a particular reservation. To guarantee an individual reservation, a guest must either (1) send a check or money order covering the first night's room rate plus applicable sales tax, (2) send a signed letter or form authorizing the Hotel to charge the room deposit and applicable sales tax to the guest's major credit card or (3) give the guest's major credit card by telephone. At the Group's discretion, specific reservations may also be guaranteed to the Master Account. The Group does not guarantee payment for no shows except for those reservations guaranteed to the Master Account. The Group shall publicize the Hotel's advance deposit requirements to the individuals planning to attend the meeting. Should guest cancel a reservation, the Hotel shall refund deposits if notice is received prior to 6:00 p.m. on the arrival date. The Hotel shall allow name changes without any penalty. All guaranteed reservations will receive either written or verbal confirmation from the Hotel.

At the GROUP'S request HOTEL will provide each week, starting eight weeks prior to your arrival date a room pick-up report showing the number of rooms on each date of your meeting for which we have received reservations.

There shall be no additional mandatory charges made to any guest folio or to the Master Account if not specifically in the contract. The Hotel shall not charge or post to any room ledger or master account any amount except those that are agreed to and signed for in advance or set forth in this Agreement. Further, the Hotel shall not, directly or indirectly, impose any surcharges to Group's attendees during their stay, regardless of whether additional goods or services are offered in connection with such surcharge

**CUT-OFF DATE**

The "cut-off date" is 5/21/2010. Reservation requests received after the cut-off date will be based on availability at the Hotel's prevailing rates and will be credited to the Group's Guest Room Block.

**RELOCATION CLAUSE**

Hotel agrees not to relocate any conference attendee holding a guaranteed reservation. If the Hotel does not or cannot honor all reservations accepted and/or confirmed by the Hotel to the Group or its attendees, the Hotel shall be considered overbooked and, at the Hotel's sole expense, the Hotel shall (with a Group's representative approval) provide:

Alternative accommodations of equal value for said attendees at a convenient and comparable hotel at no charge to the guest for length of stay guest is displaced.

One (1) complimentary round-trip ground transportation between the Hotel and the alternate hotel for each day the guest is displaced.

(1) world wide and (1) local phone call and necessary arrangements for forwarding the displaced guest's telephone messages and mail.

An offer to relocate the displaced guest back to first available room. If room becomes available and guest elects not to return to the Hotel, the Hotel shall have no further obligations under this Section.

Upon return to the Hotel, upgraded accommodations (if available).

Credit to the Group for any guests displaced toward its room block pick-up for purposed of this contract and for calculation of the Group complimentary room credit.

In the event that an attendee who has reserved a room within the Group's room block checks out prior to the reserved checkout date, the Hotel shall not charge an early departure fee. Attendees shall be instructed to make every effort to inform the Hotel in advance of any changes to their planned length of stay.

### **GUEST ROOM COMMITMENT**

This Agreement is based in part on the Groups' use of 990 total room nights. In the event the actual use of room nights falls below 80% (792 room nights) of the total room block, an attrition charge may be assessed. This amount shall be calculated by multiplying (.75) times the single/double group rate, exclusive of taxes, for each room night below eighty percent (80%) of the total room nights blocked. (.75 x \$159 single/double rate = \$119.25 per room night attrition costs). Such charges shall be added with out tax, to, and payable as part of, the Master Account.

For any day that the hotel achieves 100% occupancy during the official event dates, the Group will receive credit for full achievement of the contracted block for that day. In such a case, the Group's total pick up will be calculated by adding the difference between contracted and actual room nights for sold out nights to the Group's total pick up.

The Hotel and Group intend to liquidate the damages in the event that the Group fails to meet the Guest Room Minimum set forth in this section. Therefore, Group and Hotel agree (a) that the above formula is a reasonable estimate of the Hotel's damage in the event that such a minimum is not met and (b) that the liquidated damages set forth in the section do not constitute a penalty.

The Hotel shall undertake all efforts to resell any unused rooms and shall credit those sales against any attrition fees.

The Group shall not pay for off-line rooms (rooms being remodeled or not used for any reason).

### **COMPLIMENTARY ACCOMMODATIONS AND SPECIAL CONSIDERATIONS**

The Hotel shall provide the Group with one (1) complimentary guestroom for every fifty (50) guestrooms occupied on a cumulative basis, by the Group's attendees over the dates established, (calculated by adding the total number of guestrooms occupied by the Group over the dates established, dividing that number by 50 and rounding up to the nearest whole number). A single or double room is counted as one (1) room, one-bedroom parlor suite as two (2) rooms, etc. Complimentary rooms may be assigned by the Group to individuals in any manner over the actual conference dates or immediately before or after the dates or applied to the Master Account provided, however, that the Hotel must be notified of the Group's intentions prior to arrival.

Any unused complimentary units shall be deducted from the Group's Master Account based on a quoted unit rate times the number of unused room nights.

**FOOD & BEVERAGE/MEETING REQUIREMENTS**

Date	Start Time	End Time	Function	Description	Setup	Agr	Room Rental
6/20/2010	7:00 AM	5:00 PM	Meeting	Board Meeting...Level 4	Conferenc e	30	
6/20/2010	5:00 PM	10:00 PM	Registration	Registration...Level 3			
6/20/2010	7:00 PM	10:00 PM	Reception	Reception...Level 3	Reception	300	
6/21/2010	7:00 AM	11:00 PM	Exhibit	Poster Sessions...Level 1			
6/21/2010	8:00 AM	9:00 AM	General Session	Plenary Session...Level 3	Theater Style	600	
6/21/2010	9:00 AM	5:00 PM	Break Out Meeting	Oral Session...Level 3	Theater Style	100	
6/21/2010	9:00 AM	5:00 PM	Break Out Meeting	Oral Session...Level 3	Theater Style	100	
6/21/2010	9:00 AM	5:00 PM	Break Out Meeting	Oral Session...Level 3	Theater Style	100	
6/21/2010	9:00 AM	5:00 PM	Break Out Meeting	Oral Session...Level 3	Theater Style	100	
6/21/2010	10:00 AM	10:30 AM	Coffee Break	Coffeebreak... DNP		600	
6/21/2010	3:30 PM	4:00 PM	Coffee Break	Coffeebreak... DNP		600	
6/22/2010	7:00 AM	11:00 PM	Exhibit	Poster Sessions...Level 1			
6/22/2010	8:00 AM	9:00 AM	General Session	Plenary Session...Level 3	Theater Style	600	
6/22/2010	9:00 AM	5:00 PM	Break Out Meeting	Oral Session...Level 3	Theater Style	100	
6/22/2010	9:00 AM	5:00 PM	Break Out Meeting	Oral Session...Level 3	Theater Style	100	
6/22/2010	9:00 AM	5:00 PM	Break Out Meeting	Oral Session...Level 3	Theater Style	100	
6/22/2010	9:00 AM	5:00 PM	Break Out Meeting	Oral Session...Level 3	Theater Style	100	
6/22/2010	10:00 AM	10:30 AM	Coffee Break	Coffeebreak... DNP		600	
6/22/2010	3:30 PM	4:00 PM	Coffee Break	Coffeebreak... DNP		600	
6/22/2010	7:00 PM	10:00 PM	Dinner	Dinner...Level 4		600	
6/23/2010	7:00 AM	5:00 PM	Exhibit	Poster Sessions...Level 1			
6/23/2010	8:00 AM	9:00 AM	General Session	Plenary Session...Level 3	Theater Style	600	

6/23/2010	9:00 AM	5:00 PM	Break Out Meeting	Oral Session...Level 3	Theater Style	100
6/23/2010	9:00 AM	5:00 PM	Break Out Meeting	Oral Session...Level 3	Theater Style	100
6/23/2010	9:00 AM	5:00 PM	Break Out Meeting	Oral Session...Level 3	Theater Style	100
6/23/2010	9:00 AM	5:00 PM	Break Out Meeting	Oral Session...Level 3	Theater Style	100
6/23/2010	10:00 AM	10:30 AM	Coffee Break	Coffeekbreak... DNP		600
6/23/2010	3:30 PM	4:00 PM	Coffe Break	Coffeekbreak... DNP		600
6/24/2010	7:00 AM	5:00 PM	Exhibit	Poster Sessions...Level 1		
6/24/2010	8:00 AM	9:00 AM	General Session	Plenary Session...Level 3	Theater Style	600
6/24/2010	9:00 AM	12:00 PM	Break Out Meeting	Oral Session...Level 3	Theater Style	100
6/24/2010	9:00 AM	12:00 PM	Break Out Meeting	Oral Session...Level 3	Theater Style	100
6/24/2010	9:00 AM	12:00 PM	Break Out Meeting	Oral Session...Level 3	Theater Style	100
6/24/2010	9:00 AM	12:00 PM	Break Out Meeting	Oral Session...Level 3	Theater Style	100
6/24/2010	10:00 AM	10:30 AM	Coffee Break	Coffeekbreak... DNP		600
6/24/2010	12:00 PM	8:00 PM	Meeting	Meeting...Level 4	School Room	40
6/25/2010	8:00 AM	8:00 PM	Meeting	Meeting...Level 4	School Room	40

Twelve months prior to your event, we require a revised estimated program of events in order to finalize your specific daily requirements. If, at the time of this revision, or any other time, you determine you need more space and/or food and beverage services than specified below, additional space will be provided, if available, at rates applicable at the time of your request for such additional space or services. The final program is due six months prior to your event, in order to finalize specific daily requirements. Should we not receive these documents as scheduled, we reserve the right to use your program from your last meeting, so long as it does not exceed the parameters of the schedule of events below. Nothing in these documents will be construed to waive or alter the rooms and food and beverage revenue requirements set forth in this contract. The Hotel reserves the right to make reasonable substitutions in meeting and banquet rooms and/or menu selections. The Group without the Hotel's prior approval may not disseminate diagrams and identification of the Hotel's meeting space to be used for your meeting.

### **FOOD AND BEVERAGE**

The Group agrees to provide a minimum of \$35,000 in food and beverage. Should the Group's food and beverage revenue fall below this amount, the Group will be responsible for the difference between the minimum food and beverage revenue and the actualized food and beverage revenue multiplied by 60% (minimum food and beverage revenue minus actualized food and beverage revenue multiplied by 60%). This amount will be placed on the Group's Master Account.

The Hotel and Group intend to liquidate damages in the event the Group fails to meet the food and beverage minimum set forth in this section. Therefore, the Hotel and Group agree (a) that the above

formula is a reasonable estimate of the Hotel's damage in the event the minimum set forth in this section is not met and (b) that the liquidated damages set forth in this section do not constitute a penalty.

The Hotel agrees that food and beverage prices will not increase by more than five (5%) percent annually from day of signing. Current banquet food and beverage prices will be confirmed by the Hotel at least twelve (12) months prior to the official opening day of the Conference/Meeting. Prices shall be provided to the Group regardless of menu increases henceforth from that date.

All Group affiliated food and beverage functions (including third party) held at the Hotel during the dates of the conference shall be credited towards Group's food and beverage dollar requirement.

The Hotel shall be prepared to serve at least five (5) percent over this minimum. The current sales tax is 21 percent and the service charge is 11.5 percent and (is) taxable by law.

Wait staff at all meal functions: there will be at least 1 wait person for every:

**Sit-Down or Plated Meal**

25 guest at breakfast  
20 guests at lunch  
20 guests at dinner

**Buffet Meal**

40 guests at breakfast  
30 guests at lunch/dinner

There will be no extra service or labor charges for these service ratios.

If alcoholic beverages are to be sold or served on the Hotel premises (or elsewhere under the Hotel's alcoholic beverage license), other than the hospitality suites which shall be the responsibility of the party engaging the suites or function room and not the group, such beverages shall be dispensed only by the Hotel's employees and bartenders.

The Hotel shall: (a) request proper identification (photo ID) of any person of questionable age and refuse alcoholic beverage service if the person is either under age or proper identification cannot be produced, and (b) refuse alcoholic beverage service to any person who, in the Hotel's judgment, appears intoxicated.

The Hotel represents and warrants that all Hotel personnel who dispense or serve alcohol have undergone adequate training to prevent any incidents that could result in claims of liquor liability.

Hotel shall adhere to all federal and state laws regulating the sale and service of alcoholic beverage.

**FUNCTION SPACE**

Based on Group's requirements, the Hotel has reserved function space as shown on the attached schedule of events. The function space will be complimentary. Any changes to the room assignments as outlined in the Schedule of Events must be agreed to, in writing, by both the Group and the Hotel. The number of people listed is for room capacity planning only and do not represent a guarantee of the amount of food and beverage that will be ordered.

The Hotel will accommodate additional meeting or banquet space needs on an as-available basis. The Hotel shall not reassign contracted space unless approved by the Group.

The Hotel will provide to group a registration area directly outside the main meeting room consisting of no less than (3) 6 x 30 tables with (4) chairs beginning one day prior to meeting start for set-up until four hours after meeting concludes. This registration area will not be shared with any other group for any period of time. This area should not be broken down and reset at any time over official meeting dates. This space should be able to accommodate power, telephone hook-up and internet hook-up at published hotel prices.

There shall be no charge to the Group for the set-up of meeting rooms as directed by the Group. The Hotel shall provide, at no charge, certain equipment standard for the types of meetings and events scheduled,

including the following: standing lecterns, easels, registration tables and chair, water and glasses, pads and pencils, bulletin or message boards and the house sound system.

The Hotel shall not charge for storing the Group's meeting materials and publications for up to five (5) business days prior to the start of the Meeting/Conference and up to two (2) business days after the Meeting/Conference ends.

Group reserves the right to utilize the supplier of its choice for services or rentals in the areas of (but not limited to) audio visual, exhibit decorating, security, floral, transportation, tours, business center, computer rental additional tables, chairs pipe and drape, poster boards, etc., with no surcharge from Hotel or from its in-house supplier.

Group reserves the right to bring their own AV equipment with no surcharge from Hotel or from its in-house supplier. **Group cannot plug into our house sound system without rental of a mixing board from the Hotel.**

### **CREDIT ARRANGEMENTS**

All room tax and incidental charges are to be billed on an individual basis, with the exception of those specified to be applied to the Master Account. The Hotel shall establish a master account for the Group for those charges specifically authorized by the Group (the "Master Account"). Direct billing of the Master Account is subject to prior credit approval; otherwise advance payment will be required. Authorized group food and beverage charges are to be billed to the Master Account. At least three (3) weeks prior to the Meeting, the Hotel will receive the Master Account billing instruction which shall include the following: the names of those individuals authorized to sign the Master Account; the names of the individuals whose room charges are to be billed to the Master Account and what charges may be billed; and the names of those individuals occupying complimentary rooms and what charges may be billed. The Group is not required to offer an advance deposit upon approval of a credit application.

Payment of the Master Account is contingent upon getting a post-convention report from the Hotel detailing the room pickup, cancellation and no-show factor, number and type of sleeping rooms used in each category (singles, doubles, suites, etc.), the number of guaranteed meals versus the number served at each meal function. Unless bills are reviewed by the designated representatives, they will not be honored. All bills should be proffered each day for review. The designated people will be available each day to review and sign all accepted bills.

Master Account charges shall be paid thirty (30) days after receipt of a complete, final billing. If any area of the bill is in question, the Group shall advise the Hotel's convention services and accounting department of the specific item(s). The portion(s) of the bill, which is/are unclear or in question, will be "suspended" for 30 days, during which time the Hotel shall fully research the charge(s) and provide full documentation and proper back-up. If, 30 days after this clarification request is sent to the Hotel's attention, the item(s) have not been explained, with proper documentation, those charge(s) shall be permanently deleted from the final billing. The final bill, excluding contested charges, shall be paid within 30 days of receipt

If there is a discrepancy between the Hotels's reported pickup figures and the figures believed to be accurate by the Group, the Group shall furnish the Hotel with a list of attendees to be compared with the Hotel's list of guests during the conference dates June 20-25, 2010. The Group's authorized representative shall be allowed to view the Hotel's list of in-house guests with the Hotel personnel. All rooms determined to be occupied by Group attendees shall be credited to the Group block for purposes of This Agreement's pickup, commission and complimentary rooms. Credit shall also be given for all attendees staying at the Hotel regardless of the date the reservation was booked or the rate paid. Credit shall also be given for all guests relocated to another Hotel due to the Hotel overbooking and for guaranteed no-show with forfeited deposits or credit card debits.

To protect the privacy of Hotel guests, the Group agrees that its authorized representative shall sign and be subject to the terms of a separate confidentiality agreement whereby guest names reviewed by the



representative shall be kept confidential, will not be revealed to outside parties, and shall be used only in ascertaining the Group's accurate pickup at the Hotel.

**CANCELLATION:**

This Agreement may only be terminated for Cause (as defined below) upon written notice given by either party to the other. "Cause" shall include, but not be limited to, a breach of the obligations under This Agreement. It is further provided that there shall be no right of termination without penalty for the sole purpose of holding the same meeting in some other facility or city and/or for the sole purpose of booking another organization. In the event of any termination of This Agreement for Cause, the Hotel shall immediately refund any deposit or money paid in advance by the Group or its attendees and the Group shall not be responsible to pay the Hotel any additional amounts otherwise due under This Agreement.

In the event that the Group or the Hotel terminates This Agreement other than for Cause, the terminating party shall pay, in lieu of any other amounts due hereunder or otherwise in respect of This Agreement, but subject to reduction as provided below, liquidated damages (*damages are defined as "lost profit" not 100 percent of the revenue*) determined as follows:

<u>Date of Decision to Terminate</u>	<u>Amount of Liquidated Damages Due</u>
731 days prior to arrival	\$23,612
730-366 days prior to arrival	\$47,224
365-181 days prior to arrival	\$70,835
180-0 days prior to arrival	\$94,446*

These liquidated damages are inclusive of all applicable state and local taxes.

\*Maximum damage is based on the number of sleeping rooms, less 20% slippage multiplied by 75% of the confirmed group rate.

**Example:**

Total Sleeping Room Block	990 room nights
Allowable 20% slippage	<u>-198 room nights</u>
<b>Total Room Nights Responsible</b>	<b>792 room nights</b>
Sleeping Room Rate Confirmed	\$159.00
75% of rate (profit not revenue)	\$119.25

\*Maximum amount of damages due: 792 room nights multiplied by \$119.25 or \$94,446

The exercise by the terminating party of the option to terminate is agreed by the parties to constitute the exercise of a contractual option and not a default and in no event shall the terminating party be liable for more than the option price stated above. The terminating party shall make payment due as a result of termination of this contract under the terms of this provision to the other party within 30 days after written notice

**RIGHTS OF TERMINATION FOR CAUSE**

Except as otherwise provided in this Agreement, neither party shall have the right to terminate their obligations under this Agreement. Either party may terminate this Agreement for any one or more of such reasons upon written notice to the other party within five (5) days of such occurrence or receipt of notice of any of the following occurrences. This Agreement is, however, subject to termination for cause without liability to the terminating party, under any of the following conditions:

a. The parties' performance under this Agreement is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other

emergency of a comparable nature beyond the parties' control, making it impossible, illegal or which materially affects a party's ability to perform its obligations under this Agreement.

b. In the event that either party shall make a voluntary or involuntary assignment for the benefit of creditors or enter into bankruptcy proceedings prior to the date of the Group's meeting, the other party shall have the right to cancel this Agreement without liability upon written notice to the other.

c. In the event of termination by the Hotel under this section, the Hotel shall refund all deposits and/or prepayments made by the Group within five (5) days of the notice of termination.

**OBLIGATIONS OF THE HOTEL**

No major renovations shall be undertaken on the Hotel, without prior written notification to the Group, during the Meeting. Only repairs of an emergency nature and those that are considered regular maintenance shall be conducted immediately prior to or during the Meeting and shall be halted if the repairs in any way disturb meeting sessions, traffic flow or guest accommodations. If for any reason renovation and/or construction is unavoidable and the Group and the Hotel agree that this activity will disrupt the Meeting, the Hotel shall make every effort to provide equal, alternative space available within the facility. If both parties agree that equal alternative space is not available, the Group may cancel This Agreement without penalty.

The Hotel shall specify in writing any unions that are under contract in the Hotel, and if applicable, the jurisdiction and responsibilities of each such union, any applicable rates and the expiration date for each union contract. The Hotel agrees to promptly notify the Group of any strike vote taken by employees in connection with expiration of any Union contracts. The Hotel represents and warrants that, to the extent that the Group will be bound by any rules or regulations of the Hotel, or any contracts between the Hotel and unions or third parties, that such rules and regulations shall be made available to the group upon request, in advance of or following the execution of This Agreement.

In the event of any labor disputes or work stoppages actually occurring or threatened by a majority of the Hotel's employees and involving the Hotel's line level front desk or food/beverage employees, the Hotel shall promptly notify Group, and both parties shall have the right to renegotiate the Agreement without any liability. If, in Group's reasonable judgment, such labor dispute may tend to materially disrupt or interfere with the use of the facilities or quality of service to be provided under the Agreement or this Addendum cancellation of all activities are to be considered without liability.

The Hotel represents and warrants that there will be no overlapping meetings, conventions, special events, or other attractions planned to be held in the Hotel during the Meeting that could affect the ordinary use of the meeting rooms or other facilities to be used by the Group and its attendees.

The Hotel acknowledges and agrees that it shall not, except with prior written consent from the Group, cancel, limit or change the Meeting dates or the rooms or space provided for herein for the purpose of accepting other business.

13.6 The Hotel warrants that service, physical structure, and cosmetic appearance at the time of This Agreement shall be the same or better on the opening day of the Meeting. The Hotel shall maintain its current "star", "diamond", or other rating. Failure to maintain this status may be grounds for the Group to terminate This Agreement without liability.

The Hotel agrees to notify the Group in writing of any change of ownership or management of the Hotel. The Group shall have the right to renegotiate or terminate This Agreement under these circumstances if the Group believes that the services and appearance of the Hotel may be affected adversely by such a change in ownership or management or possible bankruptcy.

Hotel represents that it shall comply during the terms of the meeting period with all federal, state and local fire, safety and building codes

Hotel warrants that it shall maintain during the Meeting Period all appropriate measures to protect the person or property of Organization, its employees and meeting attendees from loss or injury. At all times during the Meeting Period, Hotel shall have on its premises at least one (1) person trained in cardio-pulmonary resuscitation (CPR) and at least one (1) automated external defibrillator in good working order for use in cardiac and other emergencies.

It is agreed that the demeanor of this meeting is quiet and conversational. Loud noises from adjoining or adjacent rooms are not acceptable and the Hotel assumes the responsibility to ensure that the meeting will not be disturbed. Unless identified specifically in the Hotel plans (attached) or in this agreement, contracted meeting room spaces has no sight obstructions, has suitable lighting and sight lines for audiovisual presentations.

The Hotel shall be responsible for ensuring that Group's use of all function space is free from outside distractions, disturbances and interruptions. Walls shall be soundproof, but if they are not, the Hotel shall avoid assigning to any function room(s) adjacent to or across from Group's function rooms any group which may generate noise sufficient to detract from Group's functions. If necessary, the Hotel shall leave an empty room between Group and such other group as a buffer to eliminate the risk of disturbance.

Failure of the Hotel to meet its obligations described above would, without limitation, be cause for a reduction in the Group's room block or termination of This Agreement.

#### **INDEMNIFICATION AND HOLD HARMLESS**

Hotel and Group both agree to defend, indemnify and hold harmless each other from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees, arising out of or resulting from any act undertaken or committed by Hotel pursuant to the performance of its obligations under this Agreement. Hotel also agrees to defend, indemnify and hold harmless Group from any liability resulting from any claim, action or cause of action, which may be asserted by third parties arising out of Hotel's performance pursuant to this Agreement, except for those actions or liabilities, which are due to the misconduct, or negligence of the Group. This indemnification provision shall survive the termination or expiration of this Agreement

#### **POLICIES**

Hotel represents and warrants that it has no policies with regard to meetings of the type covered by this Agreement that have not been disclosed to Organization and made a part of this Agreement. Hotel further warrants that it shall not make any policies adopted subsequent to the execution of this Agreement applicable to the meeting covered by this Agreement without the express written consent of Organization.

#### **ARBITRATION/DISPUTE RESOLUTION/ATTORNEY'S FEES**

The parties agree that any dispute in any way arising out of or relating to this contract will be resolved pursuant to the law of the state where the Hotel is located, and through arbitration before JAMS/ENDISPUTE® or American Arbitration Association, with each party responsible for their own attorney fees. The parties further agree that in any arbitration proceeding they may conduct reasonable discovery pursuant to the Federal Rules of Civil Procedure, that the law of the state in which the Hotel is located will be the governmental law, and any arbitration award will be enforceable in state or federal court.

#### **INSURANCE**

Group and Hotel are required to insure their obligations set forth in the section entitled 'Indemnification and Hold Harmless' above, and to provide evidence of such insurance upon request. For any activity introduced onto the premises by an outside contractor hired by Group, Group will be fully responsible for the actions of such outside contractor. Upon request, Group will provide a certificate of insurance covering the actions of such outside contractor, naming the Hotel Owner and Marriott Corporation as additional insured's with regard to the activities of such outside contractor.

#### **AMERICANS WITH DISABILITIES ACT**

Compliance by the Hotel - The Hotel shall be responsible for complying with the public accommodations requirements of the Americans with Disabilities Act (ADA) not otherwise allocated to the Group in this agreement, including: (i) the 'readily achievable' removal of physical barriers to access to the meeting rooms, sleeping rooms, and common areas (e.g., restaurants, rest rooms, and public telephones); (ii) the provision of auxiliary aids and services where necessary to ensure that no disabled individual is treated differently by the Hotel than other individuals; and (iii) the modification of the Hotel's policies, practices, and procedures applicable to all guests and/or groups as necessary to provide goods and services to disabled individuals (e.g., emergency procedures and policy of holding accessible rooms for hearing and mobility impaired open for disabled individuals until all remaining rooms are occupied). Any extraordinary costs for special auxiliary aids requested by the Group shall be borne by the Group provided the Hotel notifies the Group of such cost in writing.

Compliance by the Group - The Group shall be responsible for complying with the following public accommodations requirements of ADA: (i) the 'readily achievable' removal of physical barriers within the meeting rooms utilized by the Group which the Group would otherwise create (e.g., set-up of exhibits in an accessible manner) and not controlled or mandated by the Hotel; (ii) the provision of auxiliary aids and services where necessary to ensure effective communication of the Group's program of disabled participants (e.g., Braille or enlarged print handouts, interpreter or simultaneous videotext display); and (iii) the modification of the Group's policies, practices and procedures applicable to participants as required to enable disabled individuals to participate equally in the program.

Mutual Cooperation in Identifying Special Needs - The Group shall identify in advance any special needs of disabled registrants, faculty and guests requiring accommodation by the Hotel and will notify the Hotel of such needs for accommodation in writing as soon as they are identified to the Group. Whenever possible, the Group shall copy the Hotel on correspondence with attendees who indicate special needs as covered by ADA. The Hotel shall notify the Group of requests for accommodation which it may receive otherwise than through the Group to facilitate identification by the Group of its own accommodation obligations or needs as required by ADA.

#### **CHANGES; NOTICE**

Any changes to these terms must be made in writing and signed by both parties to be effective. Any modifications, additions or corrective lining out made on this Agreement will not be binding unless such modifications have been signed or initialed by both parties. Any notice hereunder shall be given to the individuals listed on the first page of this Agreement at the addresses set forth herein. Notice must be given through certified or registered mail, return receipt requested, overnight delivery, with a signature signifying receipt, or by facsimile in order to be effective under this agreement and shall be deemed delivered upon receipt.

#### **DAMAGES**

Neither party shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, even if such party has knowledge of the possibility of such damages.

#### **WAIVER**


If one party agrees to waive its right to enforce any term of this Agreement, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Agreement.

#### **BINDING AGREEMENT**

This Agreement, along with the attachments called The Program of Events and the Hotel's Information Sheet, which are incorporated herein by reference, are all of the terms agreed to by the parties. Any changes to these terms must be made in writing and signed by both parties to be effective. All prior agreements, verbal or written, are no longer effective once the parties sign this Agreement.

#### **ENFORCEABILITY**

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 Client \_\_\_\_\_ Hotel

If any provision of the Agreement is unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

**SIGNATURE**

This Agreement and any Appendices or Exhibits hereto contain the entire agreement between the parties and supersede all prior and contemporaneous agreements, arrangements, negotiations and understandings between the parties relating to the subject matter hereof. There are no other understandings, statements, or promises of inducement, oral or otherwise, contrary to the terms of this Agreement.

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

This Agreement may not be assigned or transferred to another party without the written consent of the other.

If either party uses a scanned or facsimile transmittal, that copy shall be deemed to be an original.

Attachments are an integral part of this Agreement and will be deemed incorporated into this Agreement.

Article and Section headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof

If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the Agreement shall continue in full force and effect.

**IN WITNESS WHEREOF**, the Parties hereto have executed This Agreement as of the day first above written.

IEEE Contract Administration

Norfolk Waterside Marriott Hotel

IEEE Authorized Signature

Authorized Signature for Hotel

Name

Lisa Byard

Title

Sales Manager

Date

Date

*[Handwritten Signature]*  
*Joseph J. Tancaro*  
*Procurement Mgr*  
*10/2/06*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IEEE Organizational Unit

\_\_\_\_\_  
IEEE OU Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**Attachments**

The following attachments are part of this Agreement unless specified otherwise.

- A. Meeting Schedule (specific names of meeting rooms)
- B. Meeting Room Floor Plans
- C. Current menu pricing

**Hotel Terms & Conditions**

**LIQUOR LAWS & REGULATIONS**

The Norfolk Waterside Marriott is committed to a policy of providing legal, proper, and responsible hospitality. Alcohol may not be served to guests under the age of (21), and those unable to produce acceptable identification. We reserve the right to terminate the service of alcoholic beverages at any time if such service would be inconsistent with our Alcohol Service Policy. Bars will not be set up for this function and the Norfolk Waterside Marriott will not supply any bartending staff for this function. We encourage the adoption by banquet groups of a designated driver program, whereby one or more persons accept the responsibility of not consuming alcoholic beverages, and thereby ensuring the safe transportation of others in the party. Our Banquet Manager will be happy to assist anyone in making alternative transportation arrangements and/or overnight accommodations during the course of your function. Banquet groups are assigned to specific rooms at the discretion of the Hotel and are subject to change.

**AMPLIFICATION**

A permanent P.A. system is available in each of our major meeting rooms. Our in-house audiovisual company maintains and operates this system. Should you choose to bring your own equipment or use an outside vendor service charges will be applied for use of the P.A. system. Please note that there is an encroachment document from PSAV, our vendor for audiovisual services attached.

**IN-HOUSE EQUIPMENT**

We will provide, at no charge, a reasonable amount of meeting equipment (chairs, tables, cloths, podiums, blackboards, etc. This complimentary arrangement does not include special set-ups or extraordinary formats that would exhaust our present in-house equipment to the point of requiring rental of an additional supply to accommodate your needs. If such is the case, we will anticipate it in sufficient time as to present two (2) alternatives: (1) estimated rental cost to your group for additional equipment, or (2) discussing any change in the extraordinary set-up to avoid extra equipment costs.

**CATERING**

Our staff of catering professionals takes pleasure in designing menus and arrangements to suit your group's needs and tastes. They will be happy to begin the planning process at your convenience. Pricing may be confirmed six (6) months out with the acceptance of a written Food and Beverage proposal. The following taxes and charges will be applied: Virginia state tax, currently at 5%, City of Norfolk tax, currently at 6.5% and a Taxable service charge, currently at 21%. We require that you provide us with guaranteed meeting and banquet attendance figures no later than seventy-two (72) hours, or three (3) business days prior to each event. For groups up to three hundred (300) persons, the hotel will over set five percent (5%) and for groups over three hundred (300), the set will be three percent (3%).

### FOOD AND BEVERAGE SERVICE

All food and beverage service to Client's organization within the Hotel must be provided by the Hotel and serviced by Hotel personnel, in accordance with the Hotel's prevailing prices for such services.

### SUITE POLICY

Please note that all food and beverage serviced in suites must be purchased from the Hotel's Room Service Department. In the event that food or beverage is brought in from outside sources, a corkage charge will be applied to your master bill or the master bill established for the Hospitality Suite, should there be a vendor utilizing the Hospitality Suite independently from your program. The Group will be responsible for any damages incurred during a function held in a suite and a damage deposit in the amount of \$500.00 will be required. Once suite is inspected and no damages have occurred, the deposit will be refunded.

### SIGNS AND DISPLAYS

Only a minimum of pre-approved signs or displays is permitted in the public areas. This enables us to maintain the public areas with a professional and attractive appearance. Your Convention Service Manager will be glad to assist you with your signage needs.

### PARKING POLICY

Parking is available in the City of Norfolk owned and operated Main Street Parking Garage located across from the Hotel (entrance is on Atlantic Street). A covered pedestrian bridge connects the garage to both the Hotel and the Norfolk Waterside Convention Center. A special parking rate of **\$15.00** has been established for your meeting. Valet parking is available for hotel guests staying at the Norfolk Waterside Marriott at a rate of **\$20.00** per day. Parking rates are subject to change.

### EXHIBITS

Based on the number of booths anticipated, if you were exhibiting with us in 2005 there would be a charge of \$55 per day per booth. Definite charge per booth will be established **one (1)** year prior to your arrival.

The above rental agreement **includes**:

1. The exhibit facility as programmed.
2. General maintenance of aisles, hotel lightening, heating and ventilation.

The above rental agreement **does not include**:

1. Drayage and placement of display equipment.
1. Decoration and related services.
2. Guard services.
3. Labor, i.e. , carpenters, electricians and drapery men.
4. Storage of any exhibit related materials.
5. Lighting and electrical power
6. Gas or water supply.
7. Cleaning fee for the exhibit area if required.

**Exhibitor's Contract:** It will be necessary that a copy of your proposed exhibitor's contract be submitted to our Convention Services Department prior to it's printing and distribution. This is to ensure that the Group, the Hotel, and the Convention Center are protected and that your exhibitor's have received complete information and instructions as well as rules and regulations governing exhibits at the Norfolk Waterside Marriott and Waterside Convention Center.

**Floor Plans:** It will be necessary to submit copies of your proposed exhibit floor plans to our Convention Services Department **three (3)** months prior to show date for approval. Should your group have need of a special request such as the showing of automobiles, motorcycles, boats etc... within the ballroom area the Convention Service Manager must be contacted in advance so that the proper arrangements can be made to

accommodate your requirement(s). In addition, the Convention Services Manager will put your group's contact(s) in communication with the City of Norfolk Fire Department to obtain and have approved any permits that may be required.

**Hold Harmless Clause:** We submit the following Hold Harmless Clause, which is a part of our exhibitor rules and regulations to be incorporated in your exhibitor contract as well:

**The exhibitor assumes the entire responsibility and liability for losses, damages and claims arriving out of injury or damage to exhibitor's displays, equipment and other property brought upon the premises of the Convention Center (Hotel) and shall indemnify and hold harmless the Hotel and Convention Center, agents, servants and employees from any and all such losses, damages and claims.**

**Storing of Exhibi/Display Materials:** Due to the layout of our facilities we are unable to store display material and /or show merchandise. At the conclusion of your set-up operation all related equipment, crates, etc. must be removed form the premises and returned no later than the 1st day of the exhibit show period.

**SHIPPING AND HANDLING OF CONVENTION MATERIALS**

If it is necessary for the client to ship materials to the Hotel, each item must be properly packed and marked the organization name and contact, date of the function, and name of Hotel contact. The Hotel reserves the right to refuse to accept packages that appear damaged, and in any event, assumes no liability for the condition of the contents of such packages. The Hotel will not accept responsibility for meeting materials delivered prior to seven (7) days before function

**DELIVERIES**

Should your group require assistance with VIP deliveries, the following will apply:

In Room:           \$2.00 per room  
Front Desk:       \$1.00 per room

Approved:

Date	Mgr.