



DEFINITE

Letter of Agreement between Hilton Chicago Indian Lakes Resort and National Conference of State Fleet Administrators

April 1, 2008

National Conference of State Fleet Administrators
 1544 West 6785 South
 West Jordan, UT 84084

Hilton Chicago Indian Lakes Resort
 250 W. Schick Road
 Bloomingdale, IL 60108
 P: (630) 529-0200

Steven Saltzgiver
 P: 801-685-3040
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Sue Fogarty
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RE: National Conference of State Fleet Administrators
RESERVATION DATE RANGE: September 26, 2009 - October 06, 2009
ACTUAL MEETING DATES: September 28, 2009 - October 01, 2009

National Conference of State Fleet Administrators ("Group") and Hilton Chicago Indian Lakes Resort ("Hotel") agree as follows:

By signing and returning the enclosed copy of this contract by April 8, 2008, these arrangements will be agreed to on a definite basis.

Between now and April 8, 2008, 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 we do not receive a mutually agreed executed original of this agreement from you by April 8, 2008, this letter will be void and the room block will be automatically released.

GUEST ROOM ACCOMMODATIONS

This contract applies to the following block of rooms:

	Sat 09/26	Sun 09/27	Mon 09/28	Tue 09/29	Wed 09/30	Thu 10/01	Fri 10/02
Deluxe Guestroom	4	30	120	135	110	75	10

CUT-OFF DATE

The "cut-off date" for accepting reservations into this room block is **August 27, 2009**. 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.

RATES

We are pleased to confirm the following special meeting/convention rates:

Room	Single Rate	Double Rate	Triple Rate	Quad Rate
Run of House	\$139.00	\$ 139.00	\$ 149.00	\$ 149.00
Government Rate*	\$104.00**	\$104.00	\$104.00	\$104.00

* Valid Government I.D. is required at check-in to receive the Government rate, otherwise best available rate at time of check in will apply.

**Government rate is subject to change based on the Per Diem at the time of event.

All room rates are quoted exclusive of applicable state and local taxes, currently 12%.

ADDITIONAL CONCESSIONS

- One complimentary room for every 50 occupied and paid
- One Penthouse suite upgrade at the group rate of \$139.00
- Two additional suite upgrades at the group rate of \$139.00
- Two staff rooms at a discounted rate of \$89.00 for Sunday-Thursday
- One Penthouse suite to be reserved at a discounted rate of \$450.00 for Sun-Thursday
- Complimentary meeting room and exhibit rental
- Complimentary staff office and complimentary phone line connection (fees based on usage)

GUEST ROOM ATTRITION

Hotel is relying on, and Group agrees to provide, a minimum dollar amount of guest room revenue (exclusive of food and beverage charges, meeting room rentals, and other non-room charges) which shall be equal to the number of room nights set forth in the Guest Room Accommodation chart times the Group's average room rate (exclusive of taxes). The Hotel will extend a 10% allowance in such expected guest room revenue. Should the Group fall below this amount, the Group will be responsible for the difference between 100% of the minimum guest room revenue set forth above and the actual guest room revenue of the Group. Such amount shall be subject to all applicable taxes, which shall be paid by Group. The Hotel and Group agree that the payment described above is a reasonable estimate of the Hotel's damage resulting from the non-use of the room block and that the agreed rate is a reasonable estimate of the rate which will be achievable at the time of resale, and the payment does not constitute a penalty.

FOOD & BEVERAGE ATTRITION

Hotel is relying on, and Group agrees to provide, a minimum of \$35,000 in catering food and beverage revenue. Should the Group fall below this amount, the Group will be responsible for the remaining food & beverage revenue (i.e., the amount necessary to achieve 100% of the total expected food and beverage revenue). Such amount shall be subject to all applicable taxes, which shall be paid by Group. The Hotel and Group agree that the payment described above is a reasonable estimate of the Hotel's damage resulting from the reduced use of the food and beverage facilities, and does not constitute a penalty.

SPECIAL CONSIDERATION

Group will receive one (1) complimentary guest room for every (50) occupied, revenue-producing guest rooms on a cumulative basis (total room nights utilized divided by [50]). Unused complimentary guest rooms will have no monetary value.

HILTON HONOR PROGRAM

Steven Saltzgiver as the designated Meeting/Event Planner for this event is eligible to earn both Hilton HHonors® points and airline miles with a participating airline program partner for a qualifying event. Full details and rules regarding the program are available by calling the Hilton HHonors Customer Service Center at 1-800-548-8690 in the U.S. and Canada or 1 (972) 788-0878 or by visiting hiltonhhonors.com. Only the meeting/event planner who is specifically named in the event contract will be eligible for this bonus program. In this case, Steven Saltzgiver will earn one HHonors bonus point and one airline mile for every eligible dollar spent. Eligible revenue will include guestroom revenues and meeting room revenue.

RESERVATION METHOD**Individual Call-In**

Guests will be responsible for calling the hotel directly at 800-334-3417 or 630-529-0200 and making their own guestroom reservations. Reservations will be accepted at the group rate prior to the cutoff date or until the contracted block has been filled, whichever comes first. Reservations requests received after the cutoff date of 8/27/2009 12:00:00 AM will be taken on a rate and space availability basis

ROOM & RELATED CHARGES

Guests will be responsible for their own guest room, tax and incidental charges upon checkout and the Group will be responsible for all scheduled food & beverage and service charges.

BILLING ARRANGEMENTS

A master account will be set up for the Group covering its charges. Direct billing requests will be reviewed in accordance with the Hotel's normal approval process and is not guaranteed. Additional advanced deposit(s) may be required by the Hotel in order to ensure Direct-billing approval. If, for any reason, direct billing is not approved, Group agrees the estimated amount of the master account must be paid in advance in accordance to the payment schedule listed in the following clause. The Group shall review all charges billed to the master account to ensure accurate billing. Payment of all direct billing must be made within thirty (30) days of receipt of invoice from the Hotel.

If the Group is paying by check, cashier's check or credit card, payment of the total cost of the function, less the non-refundable deposit, if any, shall be made no later than five (5) business days prior to the Function. If the Group is paying by personal check, a check must be received by the Hotel no later than fourteen (14) days prior to the Function Date. If the Group is paying by credit card, please fill out the following credit card authorization form and return it with the signed agreement.

GROUP DEPOSIT

A deposit of \$5,000.00 is due by April 8, 2008.

FOOD & BEVERAGE POLICIES

Due to licensing requirements and quality control issues, all food and beverage to be served on the Hotel property must be supplied and prepared by the Hotel. All food and beverage prices are subject to applicable service charge and state sales tax.

FUNCTION SPACE

Based on your requirements, we have reserved function space as shown on the following schedule of events. Because of your guest room and food and beverage usage as indicated in this contract, together with the guest room and food and beverage attrition provisions above, the function space will be complimentary.

SCHEDULE OF EVENTS (Preliminary)

Attached as part of this Agreement is your meeting agenda and function space needs. Notwithstanding any other provision herein, Group acknowledges that Hotel will use its best efforts to accommodate specific requests for meeting or sleeping rooms. Hotel does not warrant availability of specific rooms, or types, and may at its sole discretion make reasonable room assignments or changes.

Weekday	Date	Start Time	End Time	Function	Setup	Ag	Room Rental
Sun	9/27/2009	8:00 AM	4:00 PM	Golf- Tee Times		28	waived
Mon	9/28/2009	8:00 AM	10:00 PM	Office			waived
Mon	9/28/2009	8:00 AM	5:00 PM	Registration			waived
Mon	9/28/2009	7:00 AM	8:00 AM	Continental Breakfast		70	waived
Mon	9/28/2009	8:00 AM	5:00 PM	General Session	Classroom	100	waived
Mon	9/28/2009	12:00 PM	1:00 PM	Lunch		75	waived
Mon	9/28/2009	8:00PM	11:00PM	Hospitality			waived
Tue	9/29/2009	8:00 AM	10:00 PM	Office			waived
Tue	9/29/2009	8:00 AM	5:00 PM	Registration			waived
Tue	9/29/2009	7:00AM	12:00PM	Exhibit Setup	Contractor	-	waived
Tue	9/29/2009	7:00 AM	8:00 AM	Continental Breakfast		90	waived
Tue	9/29/2009	8:00 AM	3:00 PM	General Session	Classroom	100	waived
Tue	9/29/2009	12:00 PM	1:00 PM	Lunch- Near Exhibits		100	waived
Tue	9/29/2009	3:00 PM	9:00 PM	Exhibits	10x10	65	waived
Tue	9/29/2009	3:00 PM	9:00 PM	Exhibits-outdoor		12	waived
Tue	9/29/2009	6:00 PM	8:00 PM	Dinner -Near Exhibits		175	waived
Tue	9/29/2009	9:00 PM	11:00PM	Hospitality			waived
Wed	9/30/2009	8:00 AM	10:00 PM	Office			waived
Wed	9/30/2009	8:00 AM	5:00 PM	Registration			waived
Wed	9/30/2009	7:00 AM	8:00 AM	Breakfast		70	waived
Wed	9/30/2009	8:00 AM	1:00 PM	Exhibits	10x10		waived
Wed	9/30/2009	12:00PM	1:00PM	Lunch- Near Exhibits		75	waived
Wed	9/30/2009	1:00PM	6:00PM	General Session	Classroom	75	waived
Wed	9/30/2009	1:00PM	4:00PM	Exhibit Teardown			waived
Wed	9/30/2009	4:00 PM	7:00 PM	Vendor Reception	Classroom	20	waived
Wed	9/30/2009	9:00 PM	11:00PM	Hospitality			waived
Thu	10/1/2009	8:00 AM	10:00 PM	Office			waived
Thu	10/1/2009	7:00 AM	8:00 AM	Continental Breakfast		65	waived
Thu	10/1/2009	8:00 AM	5:00 PM	General Session	Classroom	75	waived

Thu	10/1/2009	12:00 PM	1:00 PM	Lunch	65	waived
Thu	10/1/2009	6:00 PM	7:00 PM	Reception	65	waived
Thu	10/1/2009	7:00 PM	9:00 PM	Dinner	65	waived
Thu	10/1/2009	9:00 PM	11:00PM	Hospitality		waived
Fri	10/2/2009	8:00 AM	10:00 PM	Office		waived
Fri	10/2/2009	8:00 AM	10:00 PM	Departure	No Rooms	N/A

GOLF RECREATIONAL ACTIVITY (Tee Times)

Our Resort offers golf that will be available in connection with your function. To ensure availability of space, the following guidelines must be complied with: To ensure orderly play, all individuals golfing will be required to use golf carts. Your 2009 green fees including cart rental are 89.00. This includes your merchandise credit of \$5.00 per person which must be utilized at our golf shop. Refer to merchandise clause for further information. Please provide us with the following information at least 14 days prior to the day of the event: SWS initials

- A list of all foursomes with the starting times.
- Full names and handicaps (if applicable) of all participants.
- The total number of club rentals necessary.

You have committed group starting tee times of 8am for 28 golfers on 9/27/2009. Proper customary golf attire is required. Collard shirts, golf slacks or dress shorts. **No metal spikes will be allowed on golf course.**

GOLF MERCHANDISE

Our golf shop carries a variety of competitively priced merchandise to be utilized for amenities and prizes. Customized logo merchandise available with proper lead time. For our outings we have minimum dollar amount of \$5.00 per gofer that is included in golf rate. This can be used toward golf shop merchandise, gift certificates and/or special order items.

RESERVATION POLICY

You are required to notify the Resort of the final number and list of golfers no later than fourteen (14) days prior to your event. Any increase in originally reserved starting times will be accommodated on a space available basis. The number of golfers agreed to on this date shall constitute the minimum guaranteed attendance and shall be charged at this level of attendance regardless of whether the actual attendance is less.

WEATHER POLICY

Unless the course Superintendent determines the course to be unplayable prior to the commencement of play, all golf fees will be charged at the contracted rate. Groups not completing an entire 18 hole round due to temporary suspensions in play, will be charged at the contracted rate.

PERSONAL PROPERTY POLICY

Indian Lakes Resort shall not be responsible for any personal property (including hole sponsor signs and prizes) left on premises at the end of the business day and shall be held harmless.

DECREASES IN ATTENDANCE AT RECREATIONAL ACTIVITIES

To avoid loss of revenue from recreational activities to Indian Lakes Resort for reservations made in advance, you will be charged for the guaranteed number of players, racquet rentals, golf carts and golf club rentals whether or not all players actually play and whether or not all reserved rental racquets, carts or clubs are actually used.

CANCELLATION OPTION

If for any reason you find it necessary to cancel event as outlined in this contract, you will pay us, as liquidated damages and not as a penalty, an amount determined as follows:

If accommodations are canceled more than Eighteen months prior to the arrival date, you will be liable for 25% of the guest room, meeting room, rentals, estimated food and beverage and hospitality suite, and recreation charges for the canceled accommodations together with applicable taxes.

If accommodations are canceled more than nine months but less than Eighteen months prior to the arrival date, you will be liable for 50% of the guest room, meeting room, rentals, estimated food and beverage and hospitality suite, and recreation charges for the canceled accommodations together with applicable taxes.

If accommodations are canceled more than three months but less than nine months prior to the arrival date, you will be liable for 75% of the guest room, meeting room, rentals, estimated food and beverage and hospitality suite, and recreation charges for the canceled accommodations together with applicable taxes.

If accommodations are canceled less than three months prior to the arrival date, or if any accommodations are unused because individuals attending your function fail to show, you will be liable for 100% of the guest room, meeting room, rentals, estimated food and beverage and hospitality suite, and recreation charges for the canceled or unused accommodations together with applicable taxes.

FORCE MAJEURE

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

INDEMNIFICATION

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 the gross negligence or intentional misconduct of such party 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, 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), other than those types and quantities typically maintained by the Hotel.

NOTICE

Any notice required or permitted by the terms of this contract must be in writing. Notice must be sent by certified or registered mail, return receipt requested, or by a recognized overnight courier service with provision for a receipt. Notices shall be deemed effective as of the date shown on the receipt.

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, with exhibits attached (if any), 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 personally represent that they are authorized to sign and enter into this contract.

If a fax transmittal is used by either party, then the fax copy shall serve as an original until an actual original is executed and received by both parties.

ACCEPTED AND AGREED TO:

National Conference of State Fleet Administrators

BY
Larry Charlton, President

Date 3/30/08

By Steve Saltzgiver, NCSFA Executive Director

Date 3/31/08

Hilton Chicago Indian Lakes Resort

Sue Fogarty, Assistant Director of Sales

Date 4/2/08

By Walt Hajduk, Director of Sales

Date 4/3/08