

January 18, 2010

Ms. Dorothy Perkins
Ohio Valley Regional Cooperative
75 Boardwalk
Warsaw, KY 41095

RE: Ohio Valley Regional Cooperative - April 2010 Accommodations

Dear Ms. Perkins:

We are pleased that you have chosen The Inn at Harvard for your April 2010 accommodations. Accordingly, we are submitting the following letter of agreement for your review and signature.

Dates/Accommodations

We have tentatively reserved the following room block on a first option basis over the dates of Sunday, April 25, 2010 to Thursday, April 29, 2010.

<u>Day</u>	<u>Date</u>	<u>Room Type</u>	<u>Blocked</u>
Sunday	04/25/10	Run of House	7
Monday	04/26/10	Run of House	7
Tuesday	04/27/10	Run of House	7
Wednesday	04/28/10	Run of House	7

Daily Room Rates

We will guarantee the net non-commissionable group room rate of **\$209.00** for a room with a king sized bed, or for a room with two double beds. There will be an additional \$25.00 charge for any rollaway bed requests. The above rates are subject to 14.45% tax (state tax and city tax).

Check-in and Check-out

Check in time is after 3:00pm. Check-out time is before 12:00 noon. Requests for early arrivals and late departures will be honored when available with advance notice.

Valet Parking

Valet parking for guests of The Inn at Harvard is currently \$30.00 for overnight parking, and is subject to change, without notice.

Reservations Procedures

Please submit a rooming list of all guests by **Friday, March 26, 2010**. At that date, all non-reserved rooms from your block will be made available for general sale. All reservations in your block will be guaranteed for late arrival to your company's master account. Your company will be charged if there is a no-show on the arrival date. If you do not wish to guarantee your attendees' room reservations, a credit card for each reservation must be given when the rooming list is submitted.

Guaranteed room reservations not canceled 48 hours in advance of arrival, will be billed for one night's room and tax if the guest does not arrive as scheduled.



Cancellation

The rates offered by us are based in part upon the total gross revenue anticipated by us from your agreement to use and pay for the rooms and events listed in this contract. You agree and understand that in the event of a cancellation or lack of full performance by you, our actual damages would be difficult to determine. Therefore, you have agreed to pay reasonable liquidated damages to the Hotel for cancellation or lack of performance as described in this paragraph. Cancellation damages will be calculated as a percentage, based on the date of cancellation listed below, of total anticipated gross revenues from all contracted sleeping rooms listed in this contract.

<u>Date of Cancellation</u>	<u>Percentage owed</u>
Date of signing to 90 days in advance	10% or \$585.20
89 days to 60 days in advance	35% or \$2,048.20
59 days to 30 days in advance	65% or \$3,803.80
29 days or less in advance of event	100% or \$5,852.00

Performance

If the event is held, but the Hotel does not realize the total revenue anticipated from your event, you agree to pay performance damages. The damages owed will be the amount necessary for the Hotel to receive no less than 80% or \$4,681.60 of the total anticipated revenue from your event.

Cancellation and performance penalties are subject to 14.45% tax on guest rooms.

Payment Responsibilities

We have highlighted below what we understand are the requested payment responsibilities. Individual refers to charges that the attendee will be responsible for, and master account charges will be paid for by Ohio Valley Regional Cooperative.

	<u>Individual</u>	<u>Master Account</u>
Room & Tax		X
Atrium Meals & Room Service	X	
Internet	X	
Incidentals (telephone, faxes, movies etc)	X	
Overnight Parking \$30	X	
Day Parking \$15	X	

Pre Payment:

Payment will be due five business days prior to your event either by credit card or by certified check. In the event payment is by credit card, please complete and return the enclosed credit card authorization form. The credit card will be pre-charged for the total estimated amount due.

Security

We have no insurance for and are not responsible for any loss or damage to your property. If required, in our sole judgment, in order to maintain adequate security measures in light of the size and /or nature of your function, you will provide, at your expense, security personnel supplied by a reputable licensed guard or security agency doing business in the city or county in which we are located, which agency will be subject to our prior approval.

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Indemnification & Insurance

To the extent permitted by law, you agree to protect, indemnify, defend and hold harmless the Hotel, and the owner of the Hotel, and their respective employees and agents against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out of or connected with your function, except those claims arising out of the sole negligence or willful misconduct of the Hotel. You further agree to obtain and keep in force General Liability Insurance covering the event described in this contract with limits of not less than \$1,000,000 per occurrence and to provide the Hotel with a certificate of insurance naming Hotel, and the owner as an additional insured for your event.

Arbitration

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 the prevailing party entitled to an award of its reasonable 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 governing law, and any arbitration award will be enforceable in state or federal court.

If all of the above meets with your approval, please sign and return one copy of this letter of agreement by **Friday, January 29, 2010**. Upon receipt, it constitutes the mutual confirmation and contract between Ohio Valley Regional Cooperative and The Inn at Harvard.

Thank you and we look forward to hosting your guests.

Agreed and Accepted by:

Hotel Rooms Contact:

Meghan McGrail
The Inn at Harvard
1201 Massachusetts Avenue
Cambridge, MA 02138
Phone: 617-520-3716
Fax: 617-491-6520
E-mail: mmcgrail@theinnatharvard.com

Contact:

Ms. Dorothy Perkins
Ohio Valley Regional Cooperative
75 Boardwalk
Warsaw, KY 41095
Phone: 859-567-1820
E-mail: dorothy.perkins@gallatine.kyschools.us

By: _____

Date: _____

By: _____

Date: _____



The INN at
HARVARD

1201 Massachusetts Ave.
Cambridge, MA 02138
Phone: 617-491-2222
Fax: 617-491-6520

Credit Card Payment Form

Meghan McGrail
Sales Manager
Phone: 617-520-3716
mmcgrail@theinnatharvard.com

Group Name: _____

Arrival Date: _____ Departure Date: _____

Sales/Catering Manager: _____

Amount Due: _____

Charges to pay for (Please circle one) : _____

Room & Tax All Other: _____

Please charge the following credit card

AmericanExpress # _____ exp ____/____

Mastercard # _____ exp ____/____

Visa Card # _____ exp ____/____

Discover Card # _____ exp ____/____

Diners Club # _____ exp ____/____

Please print full name as it appears on the credit card

Name: _____

Billing address: _____

Please sign this form as authorization to charge your credit card the above amount charges:

Signature: _____

Please return form before _____ in order to secure your reservation.