



Please fax back contract to Darsie Lairon at (415) 680 2493. Direct line is (415) 229 9435

GROUP SALES AGREEMENT

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between **Courtyard Pleasanton**, 5059 Hopyard Road, Pleasanton, CA, 94588, (925) 463-1414 and **Linda Baxley**.

CONTACT: Name: Linda Baxley
Street Address: 4461 Graywhaler Lane
City, State, Postal Code: Rohnert Park, CA 94928-5602
Phone Number: (707) 586-3637
E-mail Address: baxfam@sbcglobal.net

NAME OF EVENT: Neptunes Swim Team Room Block
REFERENCE #: 1-ZFV0H8
OFFICIAL PROGRAM DATES: Friday, 12/04/2009 - Sunday, 12/06/2009

GUEST ROOM COMMITMENT/GROUP ROOM RATES

The Hotel agrees that it will provide, and Linda Baxley agrees that it will be responsible for utilizing, **10 room nights** in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

Date	Day	Queen-Queen	Total Rooms
12/4/2009	Fri	10	10
12/5/2009	Sat	10	10

Start Date	End Date	Room Type	Rate
12/4/2009	12/6/2009	Queen-Queen	\$74.00

Hotel's room rates are subject to applicable state and local taxes (currently 8%) in effect at the time of check-out.

SPECIAL CONCESSIONS

In consideration of the Room Night Commitment, Hotel will provide Linda Baxley with the following special concessions:

- Room rate to include hot breakfast for up to two people per room.

COMMISSION

The group room rates listed above are net non-commissionable. Linda Baxley will advise its designated agency of these rates and address any resulting agency compensation issues directly with the management of the appropriate agency.

ROOMS ATTRITION

Hotel agrees to waive attrition for the Neptunes Swim Team Room Block.

METHOD OF RESERVATIONS

Reservations for the Event will be made by individual attendees directly with Marriott reservations at 1 (800) 321-2211 or (925) 463-1414.

GUARANTEED RESERVATIONS

All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card or by Linda Baxley. Hotel will not hold any reservations unless secured by one of the above methods.

CUT-OFF DATE

Reservations by attendees must be received on or before **Friday, November 13, 2009**, (the "Cut-Off Date"). At the Cut-Off Date, Hotel will review the reservation pick up for the Event, release the unreserved rooms for general sale, and determine whether or not it can accept reservations based on a space- and rate-available basis at the Linda Baxley group rate after this date.

NO ROOM TRANSFER BY GUEST

Linda Baxley agrees that neither Linda Baxley nor attendees of the Event nor any intermediary shall be permitted to assign any rights or obligations under this Group Sales Agreement, or to resell or otherwise transfer to persons not associated with Linda Baxley reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

BILLING ARRANGEMENTS

The following billing arrangements apply: **Individual to Pay.**

CANCELLATION

Hotel agrees to waive cancellation for the Neptunes Swim Team Room Block.

MARRIOTT REWARDS – REWARDING EVENTS Approximately (10) business days after the conclusion of the Event (provided that the Event is not cancelled and Linda Baxley has otherwise complied with the material terms and conditions of this Agreement), the Hotel will either award Marriott Rewards points or submit an award for airline miles as follows:

CHECK ONE OPTION BELOW:

- Award Marriott Reward Points** to the Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement)
 Marriott Rewards Member Name Linda Baxley
 Marriott Rewards account number 381413418
- Award Airline Miles** to the Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement)
 Marriott Rewards Member Name _____
 Marriott Rewards account number _____
 Airline frequent flier account number _____
 Name of airline _____
- Decline to Award Marriott Rewards Points or Airline Miles.** The Contact and the Authorized Signer of this Agreement elect not to receive (and hereby waive the right to receive) an award of Marriott Reward points or airline miles in connection with the Event.

The number of Marriott Reward Points or airline miles to be awarded shall be determined pursuant to the Marriott Rewards Terms and Conditions, as in effect at the time of award. The Marriott Rewards Terms and Conditions are available on-line at marriott.com (www.marriott.com/rewards), and may be modified at the sole discretion of Marriott Rewards at any time and without notice.

The individual(s) identified above to receive either Marriott Rewards points or airline miles may not be changed without such individual(s)' prior written consent. By inserting the airline mileage account information, the recipient elects to receive airline miles rather than Marriott Rewards points. All Marriott Rewards Terms and Conditions apply (see www.marriott.com/rewards).

IMPOSSIBILITY

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, government regulations, disaster, strikes (except those involving the employees or agents of the party seeking the protection of this clause), civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible to provide or use the Hotel facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical – but in no event longer than ten (10) days – after learning of such basis.

DISPUTE RESOLUTION

In the event of dispute resolution, the non-prevailing party will pay the other's costs and attorney's fees.

PAYMENT BY CREDIT CARD OR COMPANY CHECK

If Linda Baxley wishes to pay any portion of its obligation by credit card or company check, the credit card information must be entered into our secure online web-site.

Prior to the execution of this agreement Linda Baxley shall provide hotel with credit card authorization information. A Credit Card Information Request e-mail will be sent to the e-mail address provided by Linda Baxley.

This process must also be followed if direct billing has not been approved and the Master Account charges will be paid by credit card or company check.

Linda Baxley agrees that the Hotel may charge to this credit card any payment as required under this Group Sales Agreement.

ACCEPTANCE

When presented by the Hotel to Linda Baxley, this document is an invitation by the Hotel to Linda Baxley to make an offer. Upon signature by Linda Baxley, this document will be an offer by Linda Baxley. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies Linda Baxley at any time prior to Linda Baxley's execution of this document, the outlined format and dates will be held by the Hotel for Linda Baxley on a first-option basis until **Monday, October 19, 2009**. If Linda Baxley cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at the Hotel's option, the arrangements will be released, in which case neither party will have any further obligations.

Upon signature by both parties, Linda Baxley and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

ELECTRONIC SIGNATURES

In accordance with federal law, the parties shall execute this Agreement electronically – binding the parties to the same degree as a handwritten signature – by using the following process to create an electronic symbol signifying an intent to be legally bound. Each party must fill in the name, title, and date below, and insert a blackened box (“■”) at the end of the line marked “Electronic Signature (*Replace Empty Box with Blackened Box Here to Enter Into Binding Obligation*)*.” This Agreement shall not be binding on either party until both parties have electronically executed versions of the Agreement that are identical (apart from the electronic execution) and delivered the same to the other party by electronic mail as an attachment. Each party shall retain a paper copy of the electronic mail and attached executed Agreement received from the other party.

Approved and authorized by Linda Baxley:

Name: (Print) Linda Baxley _____

Title: (Print) Volunteer _____

Date: 10/19/09 _____

Electronic Signature

(*Replace Empty Box with Blackened Box Here to Enter Into Binding Obligation*): ■

Marriott Rewards Number: 381413418

Not a member? www.marriott.com/rewards

Approved and authorized by Hotel:

Name: (Print) Darsie Lairon

Title: (Print) Sales Manager

Date: 10/19/2009

Electronic Signature

(*Replace Empty Box with Blackened Box Here to Enter Into Binding Obligation*): ■