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May 20, 2002

Ms. Colette Fozard  
360 Walker Street  
Lowell, MA 01851

Dear Colctte:

We are delighted to be hosting Arisia once again here at the Boston Park Plaza Hotel.

**AGREEMENT**

The following forms an agreement between Arisia, Inc., a non-profit, literary and educational corporation recognized under IRS section 501(c)(3) (hereafter referred to as Arisia, the convention committee, or the committee) and The Boston Park Plaza Hotel & Towers (hereafter referred to as the Park Plaza or the hotel).

Arisia agrees to hold its 2003, 2004 and 2005 Annual Conventions (hercafter referred to as the convention) on the dates of January 16-20, 2003; January 15-19, 2004; and January 13-17, 2005 at the Park Plaza, and the Park Plaza agrees to furnish services and facilities as stated in this agreement. Arisia will have the option to cancel the dates of January 13-17, 2005 until 90 days after the January 16-20, 2003 conference or April 16, 2003.

Unless specific provision is made to the contrary, the hotel will provide the convention with all services and benefits provided by the hotel to similar conventions. Many items and services are being provided by the hotel at "no dirct charge" in return for the opportunity to rent it's sleeping rooms to the convention's members.

This agreement and any and all supplemental agreements constitute the entire agrccment between the committee, the convention and the hotel, and is contractually binding. Additional supplementary agreements may be added with the written consent of both parties (the hotel and the committee).

In the event of a change in the ownership and/or management of the hotel, the current ownership and/or management will assign their duties under this contract to the new ownership and /or management, which will remain contractually binding.

**GUEST ROOM ACCOMODATIONS**

The hotel agrees to reserve the following gucstroom block and provide from this block guestrooms and suites in accordance with Arisia's requirements:

DAY	DATE	ROOMS
Thursday	January 16, 2003	60
Friday	January 17, 2003	600
Saturday	January 18, 2003	600
Sunday	January 19, 2003	60



64 Arlington Street • Boston, Massachusetts 02116-3912  
Telephone (617) 426-2000 www.bostonparkplaza.com  
Reservations Fax (617) 423-1708 Hotel Guest Fax (617) 426-5545



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DAY	DATE	ROOMS
Thursday	January 15, 2004	60
Friday	January 16, 2004	600
Saturday	January 17, 2004	600
Sunday	January 18, 2004	60
Thursday	January 13, 2005	60
Friday	January 14, 2005	600
Saturday	January 15, 2005	600
Sunday	January 16, 2005	60

Total room nights blocked for each year are 1320

**ROOM BLOCK HISTORY**

The hotel will monitor Arisia's actual guestroom usage on an annual basis. One year in advance of each Annual Convention, both parties will mutually review and, if necessary, adjust the above room block, based on history. Any increase will be based on availability.

**ROOM RATES**

For January 2003, the hotel will offer the following group room rates:

Main Single	\$79.00		
Main Queen	\$99.00		
Main King	\$119.00		
Handicapped King	\$139.00		
Executive King	\$139.00		
Main Double	\$119.00		
Junior Suite K	\$139.00	Family Double	\$139.00
Suite King	\$139.00	Main Parlor	\$79.00
1-Bedroom Suite-	\$225.00		
2-Bedroom Suite-	\$295.00		

For January 2004, the hotel will offer the following group room rates:

Main Single	\$79.00		
Main Queen	\$99.00		
Main King	\$119.00		
Handicapped King	\$139.00		
Executive King	\$139.00		
Main Double	\$119.00		
Junior Suite K	\$139.00	Family Double	\$139.00
Suite King	\$139.00	Main Parlor	\$79.00
1-Bedroom Suite-	\$225.00		
2-Bedroom Suite-	\$295.00		

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For January 2005, the hotel will offer the following group room rates:

Main Single	\$79.00		
Main Queen	\$99.00		
Main King	\$119.00		
Handicapped King	\$139.00		
Executive King	\$139.00		
Main Double	\$119.00		
Junior Suite K	\$139.00	Family Double	\$139.00
Suite King	\$127.00	Main Parlor	\$79.00
1-Bedroom Suite-	\$225.00		
2-Bedroom Suite-	\$295.00		

The above rates can be adjusted lower at the option of the hotel if market conditions will allow.

Group room rates will be available to convention attendees up to five (5) days prior to group arrival through five (5) days after group departure.

Should the hotel during any period covered by this contract offer a room rate to the general public lower than the above listed rates then the lower rate shall then apply for the group instead of the above listed rate. This clause shall not apply to room rates arranged through consolidator services such as PriceLine.com. the term "General Public" shall apply to any individual requesting a room through the normal hotel reservation process or directly to the hotel and not identifying themselves as members of any group eligible for a discounted rate.

There shall be a twenty dollar (\$20) charge for the whole weekend for cots/roll-away beds reserved in advance. The cost for cots/roll-away beds requested during the convention shall be thirty dollars (\$30) charge for the whole weekend. There will be no charge for cribs unless the need exceeds the hotels in house supply.

The hotel shall supply small refrigerators for in-room use at a charge of \$25.00 if requested in advance, or \$30.00 if requested during the convention.

If the hotel has rooms available during the period of convention, either within or outside of the original room block, individuals requesting a room and properly identifying themselves as members of the convention shall receive the special convention room rates. The hotel may require all guests receiving the convention rate to move to rooms within the Arisia block providing there are rooms available.

The hotel shall not charge a fee or charge a fee or collect any other form of assessment on any package delivered either to a registered guest of the hotel or to the committee, excepting the customary bellman's fees for moving said packages.

#### COMPLIMENTARY ACCOMODATIONS

The hotel will provide one complimentary room night for every fifty-room nights actually used at the group rate. Complimentary rooms will be earned according to the following schedule:

Single Room	1 Room Night
Double Room	1 Room Night
Parlor	1 Room Night

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One Bedroom Suite	2 Room Nights
Two Bedroom Suites	3 Room Nights

The committee may elect to apply some or all of its complimentary credits/units to suites at the same rate.

Arisia will notify the hotel prior to arrival and advise who will be assigned the earned complimentary rooms. Complimentary rooms used but not earned will be charged to the master account at the single group rate. Complimentary room nights earned but not used have no value.

In addition, the hotel will provide the convention five (5) complimentary run-of-house rooms, one (1) complimentary one-bedroom suite, the Governor Suite (553/554) or equivalent complimentary, the Ambassador Suite (653/654) equivalent complimentary, and the Presidential Suite (1568-1573) complimentary. The Presidential Suite will be used for meetings and any VIP receptions but not for exhibitors.

#### **GUEST LEVEL FUNCTION ROOMS**

The hotel understands that a limited number of guestrooms and suites (up to twenty (20) maximum) will be used by the convention as additional function space. The hotel will work with the convention to choose the rooms that are best suited for this purpose. Arisia will pay the normal room rates for all such rooms used, however room taxes normally charged on sleeping rooms will not be levied. The hotel will not charge Arisia to remove beds or other furniture from sleeping rooms used as function space.

#### **SUITE AND EXHIBITOR ROOMS**

The hotel understands that a limited number of guest rooms and suites (up to fifty (50) maximum) will be rented by convention attendees who will be conducting business such as book, art and costume sales from their guest rooms (hereafter referred to as Exhibitor or Dealer's Row rooms).

The committee will work with the hotel to control all suite and exhibitor room assignments. All exhibitor rooms will be blocked in the same general area of the hotel (hereafter referred to as Dealer's Row). A complete suite and exhibitor rooming list is required by the reservation cut-off date specified in this agreement.

#### **RESERVATION PROCEDURES**

Arisia attendees will be responsible for making their own reservations by calling the hotel central reservations office (1-800-225-2008), by calling the Park Plaza reservations department directly (1-617-426-2000), or by sending in a preprinted reservation card. At Arisia's option, some or all guest reservations may be made utilizing a rooming list supplied by Arisia.

The convention will be listed in the reservation computer system as "Arisia".

Hotel will not charge a deposit or require a credit card to guarantee reservations. However, reservation forms will be required for non-guaranteed reservations.

The hotel will not add any energy charge or any other fees to the cost of a room not specified in this agreement.

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Reservations for some members of the convention's staff and some of its guests, including billing for same, will be provided in writing by the committee.

#### **RESERVATION CARDS**

At Arisia's request the Park Plaza will provide a quantity of preprinted reservation reply envelopes equal to three times the number of rooms blocked on Arisia's peak night, free of charge. Any additional cards will be furnished to Arisia at the hotel's prevailing printing cost. On receipt of these cards from convention members, the hotel will confirm to individual. If Arisia decides to use it's own forms, Arisia agrees to send the hotel a proof of the form prior to final printing so the hotel can verify that rates are correct and all relevant information is included.

#### **RESERVATION CUT-OFF DATE**

The hotel agrees to hold the block of rooms noted in this agreement until 6PM Friday, January 10, 2003 for the year 2003 annual convention; 6PM Friday, January 9, 2004 for the 2004 convention; and 6PM Friday, January 7, 2005 for the 2005 convention. At that time rooms not covered by individual reservations will be released for general sale. Reservations received after that date would be accepted on a space available basis at the negotiated group rate.

Reservations accepted without cash, credit card, check or other form of guarantee acceptable to the hotel are subject to cancellation at 6:00 PM on the day of arrival.

Guaranteed reservations must be cancelled by 6:00PM day of arrival to avoid penalty.

#### **CHECK-IN AND CHECK-OUT**

Check-in time is 4 p.m. Checkout time is 12:00 Noon.

The hotel will not charge guests any fee when a change in guest departure date results in a shortened stay.

#### **LATE CHECK-OUT**

A late checkout of 2PM will be granted Arisia attendees on an as-available basis. Checkout of up to 4PM will be available at one third of the price of the room at the convention room rate. Checkout at 6PM will be charged half the price of one night's stay.

#### **SPECIAL LATE CHECKOUT**

All Exhibitor rooms will be allowed a 4PM checkout at no additional charge. An additional ten (10) rooms occupied by Arisia staff individuals will be allowed a 6PM checkout with no additional charge provided the hotel is not projected to have greater than a 90 percent occupancy that night. Arisia will notify the hotel of which staff rooms may take advantage of this special late checkout.

#### **RELOCATION PROVISION**

In the event that a room is not available for a guest holding a guaranteed room reservation, the hotel will pay for one night's lodging "(room tax)" at a comparable alternative property, transportation to and from such property, and one long distance phone call. The hotel will also list the guest's name with the hotel switchboard, in order to facilitate the transfer of the guest's phone calls to the alternate property.

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### **SUITE AND EXHIBITOR ROOM DEPOSIT/DAMAGE**

All exhibitors renting suites or guest rooms, and any Arisia attendee renting a suite will be required to pay a \$600.00 deposit at the time of check-in in the form of cash, credit card, cashiers check or other form of payment acceptable to the hotel. This will be reimbursed immediately upon checkout if no damage to the room(s) has occurred. All deposits will be refunded using the same manner they were paid (i.e., Cash, Credit Card . etc.) unless the hotel and each individual mutually agree to other arrangements. A hotel manager or the housekeeping staff and the guest occupying the rooms will examine the room(s) prior to check-in and after checkout.

Any sleeping room or suite reserved by an exhibitor attending the convention must remain intact. Hotel personnel must do all furniture removal or placement. A one time charge of \$50.00 will be placed on the guest's sleeping room folio that is occupying the sleeping room requiring furniture removal or placement.

### **EXHIBITOR'S CONTRACT**

In order to protect Arisia and the hotel, Arisia agrees to include the following indemnification clause in Exhibitor's contracts:

"Exhibitor assumes the entire responsibility and liability for losses, damages, and claims arising out of injury to persons or damage to exhibitor's displays, equipment, or other property brought upon the premises of the Hotel and agrees to indemnify, defend and hold harmless Arisia, its officers, its members, and staff; the Hotel, and its owners, servants, agents, and employees against all claims or expenses for such losses, including reasonable attorney's fees arising out of the use of the hotel premises, excluding liability caused by negligence of Arisia, its officers, its members, its staff, the Hotel, and its owners, servants, agents, and employees.

The Exhibitor understands that neither Arisia nor the Hotel maintains insurance covering the Exhibitor's property or lost revenue and it is the sole responsibility of the Exhibitor to obtain such insurance."

The hotel may require each exhibitor to sign a liability release containing the above clause upon check in to the hotel.

### **BLOCKING OF HOTEL**

The hotel will establish room block for members of the convention in the following categories: "Party Area", "Party Host", "Quiet Area", and "Staff Area". These will be included in the hotel reservation computer system. All the above blocks with the exception of the Staff Area will include both Smoking, and Non-Smoking rooms. The Staff Area block will be made up exclusively of Non-Smoking rooms. The committee will inform the hotel of the number of the rooms to allocate to each category.

The blocking of rooms hosting a party or requested near the party area shall be in the immediate vicinity of any suites that are reserved for that purpose to the best of the hotel's ability.

The hotel will make every attempt to block Arisia members' hotel rooms in the same section of the hotel and to block non-Arisia members into a separate section of the hotel. The hotel will attempt to reserve

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rooms in the vicinity of designated party areas for convention members only. Arisia, Inc. will not be held responsible in any way for any problems resulting from non-Arisia guest being roomed in an Arisia room block. The committee will work with the hotel to ensure a successful room blocking strategy.

The hotel will provide Arisia with a list of rooms permanently reserved along with any others which are to be excluded from any Arisia block so Arisia can arrange its blocking around them.

The hotel will also provide Arisia, Inc. with printouts of members' guest room assignments, room reservation history, room pickup, and other pertinent information as requested on a timely basis so that the committee will be able to determine whether or not overflow hotel accommodations will be required.

### MEETING FACILITIES AND FUNCTION ARRANGEMENTS

The committee shall have continuous and exclusive use of all function space in the hotel, to be used at the committees on a 24-hour hold as follows:

Pick-up Dartmouth/Exeter Storage, Georgian Coat Room, and Stanbro Coat Room starting from 6PM Wednesday, January 15, 2003 through 11:59 PM Tuesday, January 21, 2003; 6 PM Wednesday, January 14, 2004 through 11:59 PM, Tuesday, January 20, 2004; 6 PM Wednesday, January 12, 2005 through 11:59 PM, Tuesday, January 18, 2005.

Pick-up Imperial Ballroom starting from 12 Noon Thursday, January 16, 2003 through 10:00 AM Monday, January 20, 2003; 12 Noon Thursday, January 15, 2004 through 10:00 AM Monday, January 19, 2004; 12 Noon Thursday, January 13, 2005 through 10:00 AM Monday, January 17, 2005.

Pick-up Plaza Ballroom starting from 6:00 PM Thursday, January 16, 2003 through 11:59 PM Sunday, January 19, 2003; 6:00 PM Thursday, January 15, 2004 through 11:59 PM Sunday, January 18, 2004; 6:00 PM Thursday, January 13, 2005 through 11:59 PM Sunday, January 16, 2005.

Pick-up Georgian Room starting from 6:00 PM Thursday, January 16, 2003 through 11:59 PM Sunday, January 19, 2003; 6:00 PM Thursday, January 15, 2004 through 11:59 PM Sunday, January 18, 2004; 6:00 PM Thursday, January 13, 2005 through 11:59 PM Sunday, January 16, 2005.

Pick-up Arlington, Berkeley and Clarendon Rooms starting from 6 PM Thursday, January 16, 2003 through 6:00 AM Monday, January 20, 2003; 6 PM Thursday, January 15, 2004 through 6:00 AM Monday, January 19, 2004; 6 PM Thursday, January 13, 2005 through 6:00 AM Monday, January 17, 2005.

Pick-up Stanbro Room starting from 6 PM Thursday, January 16, 2003 through 6:00 PM Monday, January 20, 2003; 6 PM Thursday, January 15, 2004 through 6:00 PM Monday, January 19, 2004; 6 PM Thursday, January 13, 2005 through 6:00 PM Monday, January 17, 2005.

Pick-up Fairfield Room starting from 6 PM Thursday, January 16, 2003 through 11:59 PM Sunday, January 19, 2003; 6 PM Thursday, January 15, 2004 through 11:59 PM Sunday, January 18, 2004; 6 PM Thursday, January 13, 2005 through 11:59 PM Sunday, January 16, 2005.

Pick-up Hancock Room starting from 6 PM Thursday, January 16, 2003 through 9 AM Monday, January 20, 2003; 6 PM Thursday, January 15, 2004 through 9:00 AM Monday, January 19, 2004; 6 PM Thursday, January 13, 2005 through 9:00 AM Monday, January 17, 2005.

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Pick-up Second floor Mezzanine area starting from 6PM Thursday, January 16, 2003 through 11:59 PM Sunday, January 19, 2003; 6 PM Thursday, January 15, 2004 through 11:59PM Sunday, January 18, 2004; 6 PM Thursday, January 13, 2005 through 11:59 PM Sunday, January 23, 2005.

Pick-up Terrace Room starting from 6 PM Thursday, January 16, 2003 through 11:59 PM Sunday, January 19, 2003; 6 PM Thursday, January 15, 2004 through 11:59 PM Sunday, January 18, 2004; 6 PM Thursday, January 13, 2005 through 11:59 PM Sunday, January 19, 2005.

Pick-up Mezzanine Level Office (next to Ladies Restroom at top of stairs) starting from 8AM Friday, January 17, 2003 through 11:59 PM Sunday, January 19, 2003; 8 AM Friday, January 16, 2004 through 11:59 PM Sunday, January 18, 2004; 8 AM Friday, January 14, 2005 through 11:59 PM Sunday, January 16, 2005.

Pick-up Executive Annex Room (3<sup>rd</sup> Floor) starting from 9:00 AM Friday, January 17, 2003 through 9:00 AM Monday, January 20, 2003; 9:00 AM Friday, January 16, 2004 through 9:00 AM Monday, January 19, 2004; 9:00 AM Friday, January 14, 2005 through 9:00 AM Monday, January 17, 2005.

Pick-up Alcott, Board and Gloucester Rooms starting from 6:00 PM Wednesday, January 16, 2003 through 6:00 AM Tuesday, January 21, 2003; 6:00 PM Wednesday, January 14, 2004 through 6:00 AM Tuesday, January 20, 2004; 6:00 PM Wednesday, January 12, 2005 through 6:00 AM Tuesday, January 18, 2005.

Pick-up Beacon Hill and Cambridge Room starting 6PM Thursday, January 16, 2003 through 6:00 AM Monday, January 20, 2003; 6PM Thursday, January 15, 2004 through 6:00 AM Monday, January 19, 2004; 6 PM Thursday, January 13, 2005 through 6:00 AM Monday, January 17, 2005.

Pick-up St. James Room starting from 8:00 AM Friday, January 17, 2003 through 6:00 AM Monday, January 20, 2003; 8:00 AM Friday, January 16, 2004 through 6:00 AM Monday, January 19, 2004; 6:00 AM Friday, January 14, 2005 through 6:00 AM Monday, January 17, 2005.

Pick-up all other fourth floor function rooms; Winthrop, White Hill, Whittier, Thoreau, Tremont, Shawmut, Stuart, Stanhope, Lenox, Statler, Longfellow, Holmes, Emerson, Franklin, Constitution, Charles River, Cabot, Brandeis, Back Bay, Copley and any other fourth floor rooms starting from 8 AM Friday, January 17, 2003 through 11:59 PM Sunday, January 19, 2003; 8 AM Friday, January 16, 2004 through 11:59 PM Sunday, January 18, 2004; 8 AM Friday, January 14, 2005 through 11:59 PM Sunday, January 16, 2005.

**This will give each year's chair some flexibility in how they want to set up rooms. The above room pickup days and times may be adjusted by mutual agreement of both parties.**

The hotel will allow the convention early access to function rooms not sold to any other group starting at 6:00 PM the Thursday before each year's convention.

Any additions or corrections to the block of public space currently being held must be cleared through the hotel's Convention or Sales Department.

If the committee does not need the function space listed above for convention activities for the full time period listed, it will release such space as is not needed to the hotel as soon as possible.

In the event that any additional function space becomes available, it will be included as part of Arisia receiving all function space, at no additional cost.



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There will be housemen available to the committee. The housemen will set up and clean the function rooms at the committee's request. The hotel's housemen staffing will be set by the hotel in accordance with the set-up instructions given by the convention resume. There will be no charge for this service.

The hotel will provide the convention with all the chairs, tables, tablecloths, podiums, blackboards, easels, bulletin boards, trash containers, risers, and ashtrays that it needs at no charge, unless the amount exceeds the hotel's inventory to a great extent. Any charges for this excess amount will be specified in a supplemental agreement. The hotel will provide the committee no later than two months prior to each year's convention an inventory of these items.

Ice water and glasses will be placed in any of the hotel's function rooms, as specified by the committee, at no extra charge. The pitchers/containers will be refreshed as needed, or upon request by the committee.

### FUNCTION ROOM RENTAL CHARGES

Based on Arisia's reserved guestroom pick-up and the number of scheduled food and beverage functions, the following is a sliding scale to determine a charge for the use of function facilities.

Total Room Nights Paid	Total Rental
500 and up	Complimentary
400 - 499	\$1,000
300 - 399	\$2,000
0 - 299	\$3,000

The hotel reserves the right to review Arisia's history each year. Should there be a substantial decline in rooms used, room flow or planned food and beverage functions from that outlined in this contract, the hotel will renegotiate the group rate and meeting room rental policy to compensate the hotel for the loss of revenue. The hotel agrees to negotiate, in good faith, promptly and mutually acceptable increases without affecting the other conditions of this contract.

The committee may rent additional guestrooms, if necessary, to fill room night requirements.

### SPACE RELEASE

Should the hotel have a request for space from any other party prior to receipt of the convention final agenda, the hotel will contact Arisia for space release approval. The hotel agrees not to terminate the hold on any reserved space without specific authorization from Arisia.

### CONVENTION SERVICES AND CATERING

A convention coordinator and catering manager for the January 2003 convention will be assigned Arisia after the receipt of this signed agreement. For subsequent years covered by this agreement a convention coordinator and catering manager will be assigned to Arisia no later than one month after the close of the previous year's convention. These managers will be responsible for working with Arisia and Arisia's staff towards coordinating all arrangements with the hotel.

Arisia understands that hotel policy requires that only Boston Park Plaza Hotel & Towers purchased food and beverages will be served in hotel function space and other hotel common areas.

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Should any of the hotel restaurants be shut down for the duration of the convention the hotel will allow convention attendees to privately purchased food and non-alcoholic beverages into hotel common areas on an individual basis.

### **CORKAGE**

The hotel understands there will be approximately 3-5 hospitality rooms in the hotel suites and another 10-15 small parties in regular guestrooms each night. The hotel understands that the convention delegates will bring into these rooms and suites snacks of food and nonalcoholic beverages. This will occur in the guestrooms and suites only, not in the hotel function space.

The Park Plaza will charge Arisia, Inc. a waiver of corkage fee of \$500.00. The hotel will not charge Arisia for the food and non-alcoholic beverages convention delegates bring into their rooms and suites as noted here.

The hotel and Arisia agree that all convention functions requiring alcohol will be arranged through hotel catering.

### **CATERING ARRANGEMENTS**

Any food function requests will be come under separate cover and will be set by a supplemental agreement. These may include, but will neither be required nor be limited to, sandwich/snack banquet, breakfast buffet, cash bars, and small reception setups.

The hotel agrees to extend Swans Court opening hours until (3) AM on Friday and Saturday night of the convention (Saturday and Sunday mornings). In addition to its normal menu, Swans Court will also offer the standard room service menu during hours of operation with the exception that no delivery charge, service charge, or mandatory gratuity will be charged. Arisia will guarantee a minimum volume of \$450 in sales in Swans Court from 11:00 PM until 3:00 AM on Friday night and a minimum volume of \$450 in sales on Saturday night from 11:00 PM until 3:00 AM. Swans Court will additionally offer a hot and cold breakfast buffet on Saturday and Sunday mornings from 6:30 AM until 1:00 PM. The hotel will make every effort possible to keep the Swans Court open until 4 AM on Friday and Saturday night of the convention.

The hotel will allow Arisia unlimited use of the large capacity commercial ice machines during the duration of the convention and provide free ice deliveries to convention function rooms, suites and hospitality rooms. The fee for this service will be \$200.

Arisia will be allowed to contract with an outside vendor to provide delivery of Gourmet Ice Cream to the hotel. The hotel will store, deliver and serve such Ice Cream at designated Arisia functions. Arisia agrees to pay the hotel a forty-eight (48) percent markup plus and eighteen (18) percent gratuity on Arisia's actual cost of the Ice Cream for this service.

### **PARKING**

Valet parking facilities will be available at a flat rate for hotel guests at the Columbus Avenue entrance. The rate will not exceed the rate charged other guests or the general public which is currently \$32 per night, subject to change with unlimited in and out privileges. Arisia understands that the hotel has no control over the cost or operation of independent garages used by hotel guests.

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Two (2) complimentary VIP parking spaces along Columbus Avenue next to the hotel will be made available to Arisia for the duration of the convention. In addition, the hotel will provide Arisia with thirty (30) complimentary parking passes, each good for up to two-hours free parking or an eight dollar (\$8) discount for longer periods of parking along the Columbus Avenue entrance. Arisia may purchase additional passes at a charge of \$8.00 each.

### **LOADING DOCK/SERVICE ELEVATORS**

Arisia will have access to unload material at the hotel's loading dock and use of the hotel freight elevators free of charge.

The hotel understands that members of the convention committee and staff will, from time to time, be using service areas and elevators of the hotel while carrying out their convention functions, so long as such usage does not impede normal hotel services. Such persons will be identified by a distinctive ribbon.

### **ELEVATORS/HANDICAPPED**

Elevator accessibility to public spaces is provided for handicapped persons by the hotel.

The hotel will allow the convention to dedicate several elevators for express travel between floors used for convention functions. Arisia may supply operators for these express elevators with the hotel's approval. The cost for operators will be at a cost of \$25/hour with a four (4) hour minimum.

The hotel will brief Arisia on arrangements for possible emergency repairs for elevators at least one week prior to the start of the convention.

Insofar as possible (i.e. barring emergency repairs), the hotel will keep all of its elevators in full operation on a 24-hour basis throughout the convention. The hotel will not inhibit the elevators from stopping on or answering calls from any floor on which convention activities are occurring without prior approval.

### **SIGNS, BANNERS, DISPLAYS**

The convention is free to place signs on the first, second, fourth and the basement floors to assist attendees in finding their way to the correct meeting rooms. Arisia may also place free-standing grids to hold signs on each floor blocked for the convention. All signs must be professional in appearance. The hotel shall have final approval of all signs, banners, and displays erected or displayed in any part of the hotel. It is further agreed that no sign, banner, or display shall be affixed to any part of the hotel. The use of cellophane, duct, scotch or masking tape is specifically prohibited. The hotel will allow the use of static sheets or reasonable substitute.

### **AUDIO-VISUAL AIDS**

The hotel understands that the convention will be providing the majority of its audio-visual needs from its own equipment and through separate contracts with private vendors. Arisia understands that any equipment not rented from the hotel's preferred audio-visual vendor may not be allowed to be connected to hotel sound systems.

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**VIDEO FEED**

The hotel will allow the complimentary use of two in-house video channels technically feasible. The hotel has final approval on the contents of video programming that will run-in-house. Arisia must make separate arrangements with the hotel's video vendor (if any) for connection to the hotel video system. Arisia will be responsible for all outside vendor charges for video connection.

The hotel will allow the installation of video cables to interconnect hotel function rooms to each other and to the hotel's video system. If additional wiring, tracing, or other work is required by the hotel for the installation of such video cables, Arisia will be responsible for all extra charges for the first such installation of each cable. The hotel agrees, in-so-far as possible, to make any such wiring permanent, and properly identify any lines used so that installation of video lines in the same locations on subsequent years shall not require any additional work, nor shall the hotel charge Arisia for any engineering work for such subsequent installations.

### **TELEPHONES**

Each meeting room will be provided with a telephone with in-house calling by the hotel at no charge. Any direct lines, or other outside calling requests, will need to be prearranged with the hotel. There will be a charge of fifty dollars (\$50) per line to arrange for outside calling for meeting room telephones. Additional lines with one telephone instrument each may be installed for a charge of \$125 per line. There will no additional charges to arrange for outside calling for any additional lines installed. Arisia will be responsible for payment of long distance and local calls.

There will be no per-call charge for local outside beeper, credit-card authorization calls, or toll-free call.

The hotel will allow the committee to contract directly with Verizon Communications for outside POTS telephone lines. The committee will be responsible for all applicable charges for such connections.

If additional wiring, tracing, or other work is required by the hotel for the installation of outside telephone lines, Arisia will be responsible for all extra charges for the first such installation of each line. The hotel agrees, in-so-far as possible, to make any such wiring permanent, and properly identify any lines used so that installation of telephone lines in the same locations on subsequent years shall not require any additional work, nor shall the hotel charge Arisia for any telephone or engineering work for such subsequent installations.

The hotel will ensure that its telephone operators are told about the convention. The operators will connect any callers requesting information during the convention to an extension designated by the committee.

### **ELECTRICAL/ENGINEERING**

The hotel will provide two (2) complimentary high capacity (3 phase 200 amp) plus one (1) complimentary medium capacity (3 phase 50 amp) power drops in the Imperial Ballroom, five (5) complimentary medium capacity power drops in the Georgian Room, two (2) complimentary medium capacity powers drops in the Terrace Room, and one (1) complimentary medium capacity power drop in the Berkley Room.

An engineer will be available from 8:00 AM to Midnight each day of the convention. There will be no charge for this service.

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Additional charge may apply for other power and/or engineering requirements in connection with the convention.

### **PERSONAL PROPERTY**

Arisia, Inc. assumes sole responsibility and liability for any personal property, displays and equipment owned by, or under the control of Arisia which is damaged, lost, or stolen from Client Access Only Room.

### **NON-SMOKING**

All convention public areas reserved by Arisia (including lobby, second floor Mezzanine and the entire fourth floor) will be designated as "Non-Smoking". The Hotel will remove all ashtrays and post signs to this effect. Arisia understands that the hotel cannot request a guest not to smoke in a smoking section of the hotel, unless requested to do so by a Fire Marshall.

The hotel Convention Services department will provide non-smoking signs upon request.

### **UNION REQUIREMENTS**

The hotel will not require the convention to use union members in any convention activity. This includes projectionists, stagehands, and performers.

### **SECURITY/EXHIBITS**

Arisia may designate certain function rooms as secure "Client Access Only" rooms. These rooms will require having all doors, including service entrances, re-cored for Arisia only.

All access doors to any "Client Access Only" rooms will be locked or secured in some manner when not in use by the committee. Once these doors are locked or secured, no one will be allowed access without a committee member except in an emergency.

A member of the convention committee or the staff must be present whenever housekeeping cleans areas designated "Client Access Only", for example, the Dealers' Room and the Art Show. The committee will make every reasonable attempt to make this amenable to the housekeeping schedule. The hotel will keep the committee advised of housekeeping cleaning requirements to facilitate cooperation.

Should any hotel staff enter secure "Client Access Only" function rooms without Arisia's permission or an Arisia Staff Member being present then the hotel assumes sole responsibility and liability for any personal property, displays and equipment which is damaged, lost, or stolen from said function rooms.

Under no circumstances are hotel staff or their guests permitted to bring bags, cases, backpacks, etc, into any function rooms without the specific permission of Arisia convention staff using the room. This specifically applies to, but is not limited to, the room(s) used by the Art Show and Dealer's Room.

The hotel will re-core three (3) Mezzanine doors, at no charge; each additional re-coring will be subject to a charge of \$25.00.

The committee reserves the right to provide for security for any areas of the convention through its own personnel, the Boston Police Department, and such outside vendors as it wishes. The committee will advise

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the hotel as to any direct contract with outside security companies. The committee understands that the hotel maintains its own security department. The hotel will not charge Arisia for any additional security coverage provided by the hotel at its own discretion. Should Arisia wish to contract with Hotel Security to provide security coverage, the cost will be twenty-five dollars (\$25.00) per hour with a four-(4) hour minimum per shift.

## GENERAL PROCEDURES

All aisle space in the meeting rooms and hallways will be kept in compliance with state and local fire laws. All exhibit floor plans will be submitted to the hotel by the hotel by the committee for approval by the appropriate authorities. The hotel will advise the committee of all appropriate regulations and will keep the committee advised as to any and all changes in these regulations.

The hotel is aware that the convention is a 24-hour-a-day event, and that activities will occur continuously for the duration of the convention. The hotel staff will be informed and available for assistance. Arisia will have a headquarters operations room and a security office staffed and available continually for the duration of the convention.

The hotel is aware that convention attendees generally keep late hours, and the hotel housekeeping staff may have difficulty gaining access to guestrooms in the morning hours. This staff will be instructed to observe the "Do Not Disturb" signs during those hours. However, since a majority of the hotel's housekeeping staff leaves by mid-afternoon each day, the hotel will advise each guest at check-in that in order to guarantee that they will receive housekeeping services, they must make their room available to housekeeping prior to 2:00 PM.

The hotel will notify the committee of any complaints and/or disturbances involving a member of the convention and allow the committee sufficient time to investigate and take action before the hotel shall take further action and then only with the committee's approval. This does not apply when there is reasonable cause to believe the disturbance poses a real and immediate threat of danger to individuals or damage to property. In all such cases, the committee will be notified as soon as possible of the incident and whatever action has or will be taken. In all other cases, the committee will consult with the hotel as to the appropriate action to be taken.

The member of the convention will be allowed to congregate in corridors and hallways of the hotel located in function room areas or in established room blocks designated for parties, unless in violation of local fire laws.

The hotel reserves the right to access any room in question, and will do so with Arisia Security personnel present.

## PRE-CONVENTION MEETING

There will be a pre-convention meeting, at which the convention committee members will meet the department's heads who will be working during the convention. At this meeting, the committee will brief the hotel department heads on what to expect during the convention.

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The hotel will provide Arisia a list of personnel for each department (e.g. Engineering, Front Desk, Security, etc) including the name of the person in charge of the department at any given time. This schedule shall include the telephone extension number and beeper/pager number.

### **POST-CONVENTION MEETING**

There will be a post-convention meeting, at which the convention committee and the relevant hotel staff will hold a postmortem, discuss problems and possible solutions for subsequent conventions. This meeting should be held the week following the convention.

### **POST-CONVENTION REPORT**

The hotel will follow up the convention by providing Arisia a post-convention report. The hotel will provide Arisia, Inc. a list of actual rooms picked up, cancellations, and "no shows", an activity list for each outlet including seating capabilities and total covers, the names of any individuals renting rooms or suites where damage had occurred, and any other reasonable information requested by Arisia, Inc. for verification of billing and record keeping purposes.

### **MASTER ACCOUNT**

The hotel will establish a master billing account for the convention. Charges will be for specific services, will be itemized, and will be reviewed daily to eliminate discrepancies. A list of those persons authorized to charge items to the master account will be provided to the hotel by Arisia. The hotel will allow no individuals other than those so authorized to incur charges on behalf of Arisia. All items charged to the master account must be signed for or otherwise approved in writing which will include the specific dollar amount or a permitted maximum charge. The hotel will notify its staff of these requirements and ensure that they are enforced properly.

For some guestrooms billed to the master account Arisia will be paying for room and tax only. The hotel will make additional arrangements with guests in these rooms to cover the cost of incidentals. Arisia will notify the hotel which rooms this arrangement will apply to.

For all guest rooms billed to the master account, the hotel will not allow outside phone calls, room charges, or other incidental charges unless specifically allowed for in writing ahead of time.

### **BILLING ARRANGEMENTS**

Arisia will complete a confidential credit application sixty (60) days prior to Arisia's arrival date the first year this contract is in effect. This application will be reviewed by the hotel credit manager who may require an advance deposit not to exceed \$4,000.00, payable thirty (30) days prior to arrival each year in which this contract is in effect.

The remainder of the balance will be billed to Arisia, Inc. and is due less any charges that may be in dispute, within thirty (30) days from the receipt of the hotel's final statement.

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Individual guests (i.e. Arisia attendees) will be responsible for paying their own room, tax and incidentals. The committee will do everything reasonable to aid the hotel in locating persons who do not pay their bills.

### **INSURANCE**

The hotel and Arisia, Inc. each agree to procure and maintain in effect, at their own expense, commercial general liability insurance, including personal and bodily injury liability, protecting themselves against any claims arising from activities conducted in the hotel during the convention in amounts and agreed to by both parties for as long as Arisia has outstanding obligations under Contract.

Each policy must name the hotel as an additional insured, and state that no termination, modification, or reduction of coverage shall occur without thirty (30) days prior written notice to the hotel, on or before the arrival date for each year's convention.

Certificates of such insurance coverage will be requested by the hotel no later than ten (10) weeks prior to each year's convention and must be delivered to the hotel at least three days in advance of the event. At such time, the hotel will provide Arisia with copies of the hotel's certificates of insurance.

Arisia acknowledges that the hotel, its owners, employees, agents, and operators do not maintain insurance coverage covering Arisia exhibits, materials, or personal property.

### **FINAL SCHEDULE**

The convention's final schedule for inclusion in a convention resume is due to the hotel convention coordinator and catering manager three weeks prior to the first day of the convention.

### **COMMUNICATIONS AND NOTIFICATIONS**

All notification required by this contract shall be given by the hotel as follows:

For notice required prior to the start of the convention, Arisia will designate the person or persons to be notified and will provide to the hotel the names, telephone number, fax numbers and e-mail addresses where applicable. For the January 2003 convention, this information will be provided upon the signing of this agreement. For subsequent conventions Arisia will provide said designations at the previous years post convention meeting.

For notice during the convention, the hotel may contact the designee (s) (whose room numbers, cellular telephone numbers, and pager numbers where applicable will be provided to the hotel), or persons at the convention headquarters operations room which will be staffed for 24-hours daily during the convention.

For any additional communications, including delivery of all bills, delivery of other communication or information not required by this agreement, or any other information not related to any convention covered by this agreement, the hotel will send materials to Arisia's legal address which is currently: One Kendall Square, Building 600, PMB 322, Cambridge, Mass 02139.

### **CANCELLATION**

This agreement binds both the Boston Park Plaza Hotel & Towers and Arisia, Inc. There shall be no right of termination for the sole purpose of holding the same convention in some other city or facility unless the hotel is unable to furnish the contracted space. Cancellation of the event within ten months of its scheduled



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happening will result in an assessment charge equal to the revenues generated by one night's lodging on the convention's peak night. Arisia will not be responsible for any canceled group rooms the hotel is able to resell. Should the hotel cancel this agreement, the hotel shall pay Arisia liquidated damages equal to the number of group room nights blocked multiplied by the convention at-the-door membership fee.

### **PERFORMANCE**

The performance of this agreement by either party is subject to acts of God, terrorism, war, government regulations, disaster, strikes, civil disorder, or other emergencies making it illegal or impossible for the convention to take place. Termination of the Agreement for the foregoing reasons must be by written notification from either party to the other. In the event of cancellation for the above reasons, Arisia, Inc. and the hotel shall be relieved of their mutual obligations without cost to either.

In the event of severe weather, acts of God, terrorism, war, government regulations, disaster, strikes, civil disorder or other emergencies making travel to the convention difficult; as determined by any closing of Logan Airport, Manchester, NH Airport, Providence, RI Airport, Worcester Airport, I-95, I-93 or the Massachusetts Turnpike on the Friday or Saturday arrival date of each year's convention, the convention will be credited for the full number of room nights reserved by any persons identified as part of the Convention, regardless of the rate, as if all such persons had arrived to take the rooms reserved. Additionally, the Park Plaza will forgive all room penalty charges normally charged to "no-shows" with guaranteed reservations.

### **INDEMNIFICATION AND HOLD HARMLESS**

The hotel agrees to indemnify, defend and hold Arisia, Inc. and its officers, directors, partners, agents, members, employees and volunteers from and against all demands, claims, and damages to persons or property, losses and liabilities, including reasonable attorney's fees arising out of or caused by the Hotel's performance of this agreement.

Arisia, Inc. agrees to indemnify, defend and hold the hotel, its officers, directors, partners, agents, and employees from and against all demands, claims, and damages to persons or property, losses and liabilities, including reasonable attorney's fees arising out of or caused by the group's negligence in connection with the performance of this agreement.

### **ARBITRATION**

Any controversy or claim arising out of or related to the performance of this document, which cannot be resolved by the respective parties, shall be settled in Boston, Massachusetts, by arbitration in accordance with the American Arbitration Association.

### **OPTION DATE**

Terms and conditions presented in this contract will be in effect on a first option basis until May 17, 2002. The agreement will be considered confirmed and definite upon receipt of a signed original or a facsimile transmittal of a signed original by the Park Plaza. If a facsimile is used by either party, the facsimile shall serve as the original unless an actual original is executed and received by both parties within ten days. Should the hotel not receive this signed agreement by May 17, 2002 the hotel reserves a right to release all space being held for Arisia and/or re-negotiate the terms and conditions.

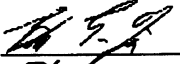
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**SUMMARY**

The persons signing this contract on behalf of the hotel and Arisia, Inc. each warrant that they are authorized to make the agreements set out on behalf of the hotel and Arisia, Inc. and have the authority to bind the hotel and Arisia, Inc. to this contract.


Approved and Authorized by Arisia.

Name: (print) Brendan E. Quin  
Title: (print) President, Arisia Inc.

Signature: 

Date: 5/23/02

Approved and Authorized by the Boston Park Plaza Hotel.

Name: (print) Diane Milliken Prus  
Title: (print) Account Director  
Signature:   
Date: 5/23/02