



1500 Opdyke Road, Auburn Hills, MI 48326
 Direct Line: 248-232-7293 • Fax: 248-373-8220 • Email: dana.pfaff@bfsaul.com
 Web: cpauburnhills.com

Letter of Agreement

We are very pleased that you have selected the Crowne Plaza Auburn Hills. When signed by representatives of both parties, this agreement (the “Letter of Agreement”) will constitute a firm mutual commitment and its terms will be demonstrative of mutual assent on the part of IGVC and the Crowne Plaza Auburn Hills, herein referred to as “Hotel.” Any proposed changes to this Letter of Agreement must be made in writing and signed and agreed to by both parties.

Group Name: IGVC
 Program Date(s): Friday, June 8, 2012 to June 10, 2012
 Contact: Jerry Lane
 E-Mail: gerald.r.lane@saic.com

First Option

The outlined agenda and group room block are being held for you on a first option basis until Wednesday, March 21, 2012. Should we have another buyer for those dates before you have made a definite decision and returned the signed Letter of Agreement, we will first call you to allow you to exercise your option and book on a definite basis. If you are unable to commit on a definite basis within 24 hours after such notice, or if no such notice is given, by the decision date stated above in this paragraph, you will lose your option and all rooms and space being held for you will be released.

Guestrooms

We are pleased to reserve the following accommodations for your overnight guests.

| | Fri 06/08 | Sat 06/09 |
|--------------------|-----------|-----------|
| King or 2 Dbl Beds | 15 | 15 |

Guest Room Rates

The Hotel is delighted to offer the following special rates for your group.

| Room | Single Rate | Double Rate |
|--------------------|-------------|-------------|
| King or 2 Dbl Beds | \$79 | \$79 |

**Other discounts, coupons, special offers and/or brand programs are not applicable with the group rate.

Taxes/Commission

The above rates are net, non-commissionable and are subject to the applicable state and local occupancy taxes, currently at 13%.

Check-In/Check Out

Check-in time is 4:00pm and check-out time is 12:00pm. Early check-in is based on a "space available" basis and is not guaranteed. Individuals staying in their rooms beyond check-out time will be billed one (1) additional night's stay unless late check-out arrangements have been made. Late check-out is provided based on availability although some charges may apply. Arrangements can be made by contacting the front desk. Luggage storage is available either for early arrival or late departure.

Reservation Procedures

We understand that your attendees will be making their own reservations directly. To do so, they may call the Hotel directly at (248) 373-4550 or use the online booking link that will be emailed to you upon your request. In order to receive the correct rate, your attendees must identify their group affiliation, IGVC, at the time of the reservation. These reservations must be received by Friday, May 18, 2012. Any reservations received after the cut-off date will be accepted on a space and rate availability basis.

Guarantee Policy

All reservations must be guaranteed for room and tax when making the reservation. Individual attendees may guarantee payment by the following methods:

- Credit Card-American Express, VISA, MasterCard, Carte Blanche, Diners Club or Discover Card. Please provide the number with expiration date by the cut-off date.
- Check or Money Order for first night's room and tax must be received ten business days prior to arrival.

Individual attendees will be charged for one night's room and tax if they do not cancel by 6:00 PM on day of arrival; cancellations made prior to 6:00 PM will not be penalized.

Cut-Off Date

Your cut-off date is Friday, May 18, 2012. Any rooms not reserved by this date will be released for general sale. Any reservation requests after this time are based upon availability and at prevailing rates.

Catered Event

At the present time, we are not holding any function/meeting space for your group. However, if you wish to hold space, please contact us as soon as possible so that arrangements can be made.

Special Needs

Please identify in advance any special needs of any disabled guests requiring accommodation by the Hotel and notify the Hotel of the need for such accommodation in writing to the Sales and Catering Department as soon as possible. Any expenditures or services necessary to accommodate any such guest(s) will be at the expense of IGVC.

Payment

All guest room, tax and incidentals charges will be the responsibility of each individual. We accept cash, check or the following credit cards: American Express, VISA, MasterCard, Diners Club, Carte Blanche, or Discover. Guests who wish to pay with cash or check will be asked for a credit card or a cash deposit at check-in to enable charge privileges with the hotel and to assure payment at check-out.

Guest Parking

Self-parking is available free to all Crowne Plaza Auburn Hills guests.

Indemnification and Hold Harmless

IGVC (“Group”) shall indemnify, defend and hold harmless Hotel and its officers, directors, partners, agents, members, and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney’s fees (collectively “Claims”) arising out of or caused by Group’s negligence in connection with the provisions of Hotel’s facilities. Group shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such Claims.

Force Majeure

The performance of this Letter of 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, acts of terrorism, 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 Letter of 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.

Changes, Additions, Stipulations or Lining Out

Any changes, additions, stipulations, or deletions, including corrective lining out by either the Hotel or IGVC, will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

Terms and Conditions

This Letter of Agreement and any attachments constitute an entire contract between the Parties with respect to the subject matter hereof and shall supersede all previous proposals both oral and written, negotiations, representations, commitments and other communications between parties. This Letter of Agreement may not be released, discharged or modified except in writing and signed by duly authorized representatives of both Parties.

The Parties to this Letter Agreement shall, and they hereby do, waive trial by jury in any action, proceeding or counterclaim brought by any of the Parties hereto against any other on any matters whatsoever arising out of, or in any way connected with, this Letter of Agreement. In addition to any other remedy or damages, the prevailing party shall be entitled to an award of its reasonable attorney's fees and costs, including, but not limited to, litigation fees and costs incurred in such action, proceeding or counterclaim. In the event of monetary default, Crowne Plaza Auburn Hills shall be entitled to all costs of collection including actual attorney's fees incurred. The Parties hereto consent and agree to voluntarily submit to the jurisdiction of the Courts of Michigan and the venue of Oakland County, Michigan.

When signed by representatives of both Parties, this Letter of Agreement will constitute a binding contract between IGVC and the owner of Crowne Plaza Auburn Hills.

The terms and conditions in this Letter of Agreement will be held on a *First Option-Tentative* basis until Wednesday, March 21, 2012. If, at that time, a signed and accepted copy of this Letter of Agreement has not been received by the Hotel, the terms and conditions of this contract will become voidable by Hotel and subject to re-negotiation. The entire management and staff of the Hotel looks forward to providing you an outstanding experience, and are pleased to present this Letter of Agreement for your approval.

Signing and Acceptance

By signing and initialing each page of this Letter of Agreement this Group is confirmed and definite and bound by the terms of this Letter of Agreement.

Approved and authorized by IGVC:

Name: (Print) _____

Title: (Print) _____

Signature: _____

Date: _____

Approved and authorized by Crowne Plaza Auburn Hills

Dana Pfaff
Authorized Agent
Sales Manager

Signature: _____

Date: _____

SPVR _____