

THE WESTIN WESTMINSTER

Agreement between The Westin Westminster and COLORADO AIRPORT OPERATORS ASSOCIATION

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RE: COLORADO AIRPORT OPERATORS ASSOCIATION WINTER CONFERENCE

This Agreement between COLORADO AIRPORT OPERATORS ASSOCIATION ("Group") and The Westin Westminster ("Hotel") is effective as of the date it is signed by Hotel ("Agreement Date"). These arrangements will be a definite commitment if this agreement is signed by both parties by September 17, 2010.

Dates: Sunday, January 23, 2011 - Tuesday, January 25, 2011

Guest Rooms: This Agreement applies to the following block of guest rooms (the "Room Block"):

	Sun 01/23	Mon 01/24
Guestrooms	50	50

Total Guest Room Night Commitment: 100.

Cut-off Date: The "cut-off date" for reserving rooms in the Room Block is 5:00 p.m. Mountain Standard Time at the Hotel on January 05, 2011. After the cut-off date, it is at Hotel's discretion whether to accept additional reservations, which will be subject to prevailing rates and availability. Failure to reserve rooms in the Room Block prior to the cut-off date does not reduce Group's total guest room night commitment and does not impact the "Attrition" or "Cancellation" provisions below.

Reservation Procedure:

We understand your attendees will be calling for their accommodations. Please make your guests aware that they may call directly to the Hotel at (303) 410-5000 or to our Westin Central Reservation Office at (800) WESTIN1 (937-8461). Individuals should make their reservation no later than your room block cut-off date January 05, 2011. After this date, any unsold rooms will be released for general sale. We will accept reservations at the prevailing rates after the release date, subject to Hotel availability.

StarGroups Website:

Hotel will create a free customized website for Group's event or meeting through a product known as StarGroups. This customized website will allow attendees to book their hotel reservations online and may also include personalized information about the event or meeting, including content, link to Group's website, dining, entertainment and city information. This website will also allow you to access group reports which show the number of individuals that have booked guestrooms using the website. The website's unique URL will be distributed to Colorado Airport Operators Association, or to such other person designated by Group, for distribution to members and other attendees.

Rates: Hotel will provide the guest room rates below:

Room	Single Rate	Double Rate
Guestrooms	119.00	119.00

Rates do not include applicable state and local taxes, currently 12.6%.

Rates will be available 3 days prior and 3 days after the Event Dates indicated in the Room Block, subject to availability of guest rooms at the time of reservation.

Early Departure Fee: An early departure fee of \$50.00 will apply if a Group attendee checks out prior to the confirmed checkout date.

Food & Beverage: Due to licensing requirements and for quality control, all food and beverage served at Hotel must be supplied and prepared by Hotel. Menu prices will be confirmed on Banquet Event Orders (BEOs). The following additional amounts will be added to all food and beverage charges: Service Charge: 23% (Taxable at 4.6%) and State Tax of 8.45%. (Subject to change without notice) (Please note that the service charge is taxable).

Minimum Revenue: This Agreement will generate revenue for Hotel from a variety of sources, including guest rooms, food & beverage, and charges for ancillary services. The minimum revenue anticipated by Hotel under this Agreement (excluding taxes and other charges) is:

Minimum Guest Room Revenue (<i># of room nights in Room Block x average Rate</i>):	\$11,900.00
Minimum Food & Beverage Revenue (<i>based on committed food & beverage minimum</i>):	\$ 5,100.00
Estimated Other Revenue:	
Total Minimum Revenue:	\$17,000.00

If Group does not fulfill all of its commitments or cancels this Agreement, Group agrees that Hotel will suffer damages that will be difficult to determine. The "Attrition" and "Cancellation" provisions below provide for liquidated damages agreed upon by the parties as a reasonable estimate of Hotel's losses and do not constitute a penalty of any kind.

Attrition: Group will meet its minimum revenue requirements under this Agreement if it fulfills its Minimum Food & Beverage Revenue commitment above and its Adjusted Minimum Guest Room Revenue commitment based on the attrition allowance below.

Adjusted Minimum Guest Room Revenue:	80% of Minimum Guest Room Revenue	= \$9,520.00
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This attrition allowance does not apply if Group cancels the Agreement or does not hold the event at Hotel. If Group holds its event at Hotel, but does not fulfill its Adjusted Minimum Guest Room Revenue commitment it will pay Guest Room Attrition Damages (plus all applicable taxes) as a reasonable estimate of Hotel's losses as follows:

Guest Room Attrition Damages equal:
Adjusted Minimum Guest Room Revenue
<i>minus</i>
actual guest room revenue from Room Block
<i>minus</i>
"Resold" Room Revenue

Because it is impossible to accurately determine what guest rooms are resold and at what rate, "Resold" Room Revenue will equal Group's average Rate for each day that guest rooms are resold *times* the number of resold guest rooms. Unused guest rooms in the Room Block will be considered "resold" rooms to the extent that Hotel is able to sell more guest rooms than it could have sold if Group had fully occupied its reserved block. For example, if Group does not use 30 rooms in the Room Block for one day but only 10 rooms remain unsold in Hotel for that day, the Attrition Damages owed will be reduced by the average daily rate for that day times 20.

If Group does not fulfill its Minimum Food & Beverage Revenue commitment, it will pay the difference between its Minimum Food & Beverage Revenue commitment and its actual food & beverage revenue (plus all applicable taxes).

Cancellation: If Group cancels this Agreement, Group will provide written notice to Hotel, accompanied (except in the case of a Force Majeure) by payment of the amounts indicated below:

From the Agreement Date to 91 days prior to Sunday, January 23, 2011:	25% of Total Minimum Revenue = \$4,250.00
From 90 days or less prior to Sunday, January 23, 2011:	80% of Total Minimum Revenue = \$13,600.00

The parties agree that the amounts included in this Cancellation clause are reasonable estimates of the losses that would be incurred by Hotel and factor in Hotel's ability to mitigate its losses through resale.

Payment Options: Payment will be made as indicated below. *Please check applicable option.*

Guest rooms (including taxes and automatic or mandatory charges):	<input type="checkbox"/> Group	<input checked="" type="checkbox"/> Guests
Event Food & Beverage (including taxes, service charges, and administrative charges):	<input checked="" type="checkbox"/> Group	<input type="checkbox"/> Guests
Incidental charges:	<input type="checkbox"/> Group	<input checked="" type="checkbox"/> Guests

Master Account: Hotel will set up a "Master Account" for Group for payment of charges under this Agreement. Group must review all charges billed to the Master Account to ensure accurate billing.

Deposit Schedule: A deposit of \$1,000.00 is due by September 17, 2010. The remaining estimated amount is due by January 23, 2011, unless Group has direct billing privileges with Hotel.

Payment: Unless direct billing has been established, Group will pay the estimated amount of the Master Account as shown on the deposit schedule. Group will advise Hotel of its expected method of payment of the Master Account at least 30 days in advance of Sunday, January 23, 2011. If Group will pay using a credit card honored by Hotel, a valid credit card must be provided to Hotel no later than Sunday, January 23, 2011, and all Master Account charges will be charged to such credit card at departure. Any amounts not paid at departure will accrue interest at 1½% per month from the date of departure. Upon application and review by Hotel, Hotel may elect to extend direct billing privileges to Group. If direct billing has been established, payment of all undisputed amounts is due within 30 days of Group's receipt of invoice from Hotel, and if not paid within 30 days will accrue interest at 1½ % per month from date of departure. Group must notify Hotel of any disputes within 5 business days of Group's receipt of invoice from Hotel or disputes will be considered waived. If Hotel determines after establishing direct billing or a deposit schedule that Group's credit status has changed negatively, Hotel may require payment of all estimated Master Account charges no later than 14 days before Sunday, January 23, 2011.

Concessions: Hotel will provide the following concessions if at least 80% of the Minimum Guest Room Revenue is achieved.

Complimentary Rooms:	1 complimentary room night for every 50 revenue generating guest room nights at the group rate (on a cumulative basis) occupied by Group. Unused Complimentary guestrooms will have no monetary values.
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Estimated retail value of offered concessions = \$378.00

Use of Event and Function Space: To protect the safety and security of all Hotel guests and property, Group will obtain Hotel's advance written approval before using items in event and function space that could create noise, noxious odors or hazardous effects (e.g., loud music, smoke or fog machines, dry ice, confetti cannons, candles, or incense) and before engaging in any activities outside of the reserved function rooms (e.g., registration table). Group will obtain any required Fire Marshall or other safety approvals, and will pay any expenses incurred by Hotel as a result of such activity, such as resetting smoke or fire alarms or unusual clean up costs.

Function Space/Schedule of Events

This Agreement applies to the following events and function space:

Date	Start Time	End Time	Function	Room	Setup	Agr
Sunday						
1/23/2011	5:00 PM	7:00 PM	Reception	The Lake House	Cocktail Rounds	100
Monday						
1/24/2011	7:00 AM	8:00 AM	Continental Breakfast	Standley II	Rounds	100
1/24/2011	8:00 AM	12:00 PM	Meeting	Standley I	Classroom Style	100
1/24/2011	12:00 PM	1:00 PM	Lunch	Standley II	Rounds	100
1/24/2011	1:00 PM	4:00 PM	Meeting	Standley I	Classroom Style	100
Tuesday						
1/25/2011	7:00 AM	8:00 AM	Continental Breakfast	Standley II	Rounds	100
1/25/2011	8:00 AM	12:00 PM	Meeting	Standley I	Classroom Style	100

Security: Hotel does not provide security in the event and function space and all personal property left in the event or function space is at the sole risk of the owner. Group will advise its attendees that they are responsible for safekeeping of their personal property. Hotel may reasonably require Group to retain security personnel in order to safeguard guests or property in Hotel. Security personnel are not authorized to carry firearms without advance Hotel approval.

Smoke Free Policy: Hotel is a smoke free hotel. Restaurants on property that are not operated by Hotel may not participate in the smoke free policy. To protect the smoke free environment, Hotel will post a \$200 cleaning fee to the account of any guests who smoke in their guest room. To ensure the cooperation and comfort of Group's attendees, Group agrees to advise its attendees of the smoke free policy in writing.

Ancillary Services: Hotel may provide, or contract with third parties to provide, ancillary services (e.g., A/V, drayage, florists, exhibitors) to Group for additional charges. Group may use its own vendors for such services provided that Group's proposed vendors meet minimum standards established by Hotel, including insurance and indemnification requirements. With respect to audiovisual

services, Group will inform Hotel of its decision to bring its own vendor at least 60 days prior to Sunday, January 23, 2011, and will sign, and have its audiovisual vendor sign, an acknowledgement of Hotel's Audiovisual Service Standards at least 45 days prior to Sunday, January 23, 2011.

Relocation: If any guest room reservation cannot be accommodated by Hotel, Hotel will provide: (1) accommodations at a comparable Hotel reasonably nearby at no charge for the first night; (2) one complimentary round trip ground transportation between Hotel and the alternate hotel for each day the guest is displaced; (3) one 5 minute phone call and necessary arrangements for forwarding of the displaced guest's telephone messages and mail; (4) an offer to relocate the displaced guest back to the first available guest room; (5) upgraded accommodations at Hotel upon return (if available) and a welcome expression from the General Manager; and (6) credit to Room Block for any nights that guests are displaced.

Disclosure: Group will be responsible for determining to whom it needs to disclose any terms of this Agreement, including any commission or rebate that it may receive. Group will disclose to all Group attendees the type and amount of all automatic and mandatory charges that will be charged to them by Hotel.

Laws and Policies: Each party will comply with all applicable federal, state and local laws (including the Americans with Disabilities Act) and Hotel rules and policies. Group will be responsible for providing its disabled members with auxiliary aids in connection with any Group events or activities. Upon Group's reasonable request, Hotel will cooperate with Group to provide services on behalf of Group's disabled attendees.

Privacy: Group will obtain all necessary rights and permissions prior to providing any personally identifiable information ("PII") to Hotel, including all rights and permissions required for Hotel, Starwood Hotels & Resorts Worldwide, Inc. ("**Starwood**"), Starwood affiliates, and service providers to use and transfer the PII to locations both within and outside the point of collection (including the United States) in accordance with Starwood's privacy statement (www.starwoodhotels.com/corporate/privacy_policy.html) and applicable law.

Confidential Information: Group and Hotel will each take reasonable steps to keep all confidential information provided by the other party confidential and to identify information as confidential when shared. Confidential information will not include: (1) information that is publicly available; (2) PII, which will be handled by the parties in accordance with the "Privacy" provision above; or (3) information that is left or discarded in event rooms, public space or guest rooms.

Insurance: Each party will maintain insurance sufficient to cover any claims or liabilities which may reasonably arise out of or relate to its obligations under this Agreement and will provide evidence of such insurance upon request.

Indemnification: Each party will indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims resulting from its breach of this Agreement or the negligence, gross negligence or intentional misconduct of such party or its officers, directors, employees, agents, contractors, members or participants when acting within the scope of their employment or agency. Neither party will be liable for punitive damages.

Dispute Resolution: The parties will resolve any claim or dispute arising out of or relating to this Agreement through binding arbitration before one arbitrator conducted under the rules of the American Arbitration Association or JAMS in the state and city in which Hotel is located. The law of the state in which Hotel is located will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or litigation arising out of or relating to this Agreement or the enforcement of any arbitration award, the prevailing party will recover attorneys' fees and costs including expert witness and arbitration fees and pre- and post-judgment interest. Each party will be responsible for attorneys' fees and interest associated with the other party's efforts to collect monies owed under this Agreement.

Force Majeure: If acts of God or government authorities, natural disasters, or other emergencies beyond a party's reasonable control make it illegal or impossible for such party to perform its obligations under this Agreement, such party may terminate this Agreement upon written notice to the other party without liability.

Notice: Any notice required or permitted by the terms of this Agreement must be in writing.

Assignment: Group may not assign or delegate its rights or duties under this Agreement without Hotel's prior approval.

Severability: If any provision of this Agreement is held to be invalid or unenforceable that provision will be eliminated or limited to the minimum extent possible, and the remainder of the Agreement will have full force and effect.

Waiver: If either party agrees to waive its right to enforce any term of this Agreement, it does not waive its right to enforce any other terms of this Agreement.

This Agreement constitutes the entire agreement between the parties, supersedes all other written and oral agreements between the parties concerning its subject matter, and may not be amended except by a writing signed by Hotel and Group.

ACCEPTED AND AGREED TO:

COLORADO AIRPORT OPERATORS ASSOCIATION
 By Kenneth E. Pearson
 Manager of Rocky Mountain Metro Airport
 Date 9/17/2010

The Westin Westminster
 By Kathy Byrne
 Kathy Byrne, Sales Manager
 Date 9/17/2010

STARWOOD PREFERRED PLANNER PROVISIONS

SPP Points: Starwood Preferred Planner points, awarded through the Starwood Preferred Guest program, are available for business contracted through the sales and catering departments of participating Starwood hotels. Group acknowledges that such points have been offered in connection with the rooms and services purchased under this Agreement, and that Group consents to the awarding of the points listed below. Once full payment is received by Hotel for the rooms and services purchased under this Agreement, points will be awarded in equal amounts to the following individuals (who must be members of the Starwood Preferred Planner and Starwood Preferred Guest program in good standing, and employed by Group or Agent when the points are awarded) according to the Starwood Preferred Planner Program Rules. Points may be awarded to a maximum of three recipients, and may be cancelled if it is determined that any recipient was not authorized by group to receive, incorrectly received, or was ineligible to receive, the awarded points.

Member Name	Starwood Preferred Guest Membership Number
1.	
2.	
3.	

Audiovisual Service Standard Acknowledgements

PROVISION ADDED IF GROUP IS PLANNING TO BRING IN THIRD PARTY A/V SUPPLIER:

I, the undersigned, agree on behalf of Group to comply with the Audiovisual Service Standards provided by Hotel, and acknowledge that if Swank Audiovisual is not used to provide audiovisual services for Group's event, the charges listed in the standards will be billed to:

Please check applicable option:

Master Account

Third Party A/V Supplier

COLORADO AIRPORT OPERATORS ASSOCIATION

By _____

Date _____

I, the undersigned, agree on behalf of _____ ("**Third Party A/V Supplier**"), to comply with the Audiovisual Service Standards provided by Hotel in providing services on behalf of COLORADO AIRPORT OPERATORS ASSOCIATION. I further agree that Third Party A/V Supplier will indemnify, defend and hold Hotel and its affiliates harmless from any loss, liability, costs or damages arising from actual or threatened claims resulting from Third Party A/V Supplier's provision of services.

On behalf of Third Party A/V Supplier, I will provide Hotel a Certificate of Comprehensive General Liability Insurance, including Contractual Liability, Products and Completed Operations and Automobile Liability to Hotel, evidencing minimum limits of \$3,000,000 combined single limit and will name Hotel and its ownership as additional insureds. I will also provide Hotel with a Certificate of Insurance evidencing Third Party A/V Supplier's Worker's Compensation and Employers Liability coverage in effect for its employees.

 (Name of Third Party A/V Supplier)

By _____

Date _____

Audiovisual Service Standards for Third Party Suppliers

The following Audiovisual Service Standards apply to third-party audiovisual suppliers ("Third Party A/V Suppliers") providing services at Hotel's premises. Group and its Third Party A/V Supplier will need to sign its acknowledgement of these requirements at minimum 45 days prior to the date of the applicable event (the "Event").

1. All Third Party A/V Suppliers planning to do audiovisual work within Hotel's premises or grounds must:
 - a. contact Hotel at least 60 days prior to the date of the Event;
 - b. place on file with Hotel at least 45 days prior to the date of the Event, a certificate of insurance showing a minimum coverage of \$3,000,000.00. This certificate must name Hotel and its ownership as additional insureds;
 - c. assume complete responsibility for equipment loss or theft. Hotel accepts no responsibility for Third Party A/V Suppliers' lost or stolen property; and
 - d. properly dress (drape) all screens, carts and stands.
2. When the group is utilizing the entire Standley Ballroom or two or more sections of the Westminster Ballroom, a fee of \$500.00 per day will be assessed for said service and billed to your folio. A patch fee will be incurred if house sound is needed.
3. To maintain the integrity of Hotel's in-house audio system, Third Party A/V Suppliers are not permitted to patch into this system unless approved by the professional assigned to such Third Party A/V Supplier by Swank Audiovisual. The Swank professional assigned to the Third Party A/V Supplier will assess and monitor the patch and where damage to Hotel's system may occur the Swank professional may elect to disconnect such patch until a safe connection and equipment are used.
4. Storage space for Third Party A/V Suppliers will be the sole responsibility of the Third Party A/V Supplier. Hotel will make every effort to secure space once notification is given, but is under no obligation to provide such space. If event or banquet space is required, all applicable rental charges will apply due to the loss or displacement of future business opportunities. Space being "held" and/or reserved for Group's event must be utilized for events or offices, and may not be utilized as storage for Third Party A/V Suppliers.
5. Hotel reserves the right to collect an additional deposit for any possible damage to the premises. Any charges incurred while on Hotel's premises or grounds will be deducted from this deposit. The Third Party A/V Supplier is completely responsible for leaving Hotel in the condition it was provided including by disposing all trash, props, cardboard, plastic, etc. If a dumpster is required, it needs to be dropped off and picked up on the same day and Hotel must be advised 24 - 48 hours prior to drop-off. Cleaning fees will be assessed should floor, wall or ceiling marks require more than standard cleaning.
6. All additional electricity requirements to operate the Third Party A/V Supplier's equipment must be ordered no later than 14 days prior to the date of the Event. Electrical and/or plumbing charges will be billed by Hotel at the prevailing rates.
7. To preserve the integrity of the staging area, flooring, walls and ceiling, it is strictly prohibited to nail, screw, or tape anything to these areas. When hanging equipment from ceilings or walls, it is mandatory that a certified rigger from Swank be hired and utilized by Third Party A/V Suppliers.
8. All Third Party A/V Suppliers should ensure that their associates are properly dressed so as to not offend Hotel guests or associates. If there are any associates who do not meet these requirements Hotel will ask the Third Party A/V Supplier to correct the issue.
9. No equipment or cases will remain in the "back of the house" areas at any time. Any empty cases are to be removed from Hotel's facilities and grounds and brought back for load-out.
10. Hotel reserves the right to refuse or deny property access to any Third Party A/V Supplier if the above requirements are not met.