



LAS VEGAS RESORT AND CASINO

## CONVENTION SALES AGREEMENT

This Agreement dated **January 23, 2012** is entered into by **Monte Carlo Resort & Casino** ("Hotel") and **Crime Stoppers of the United States of America, Inc. and Crime Stoppers International** ("Meeting Group") located at 2310 South Green Bay Road, Suite C PMB 186, Racine, WI 53406-4957 for the **Crime Stoppers of the United States of America, Inc. and Crime Stoppers International Board Meetings**.

### **1. GUEST ROOM/SUITE ACCOMMODATIONS AND RATES**

Hotel has reserved a total of **192** room/suite nights according to the following pattern and extends and guarantees the following room/suite rates, per room, per night, single or double occupancy:

Room Type	Sun 4/29/12	Mon 4/30/12	Tue 5/1/12	Wed 5/2/12	Thu 5/3/12	Fri 5/4/12	Sat 5/5/12	Total
Premium King Room	10	15	20	50	30	30	30	185
	\$70.00	\$70.00	\$70.00	\$70.00	\$70.00	\$85.00	\$85.00	
Hotel 32 - LOFT	1	1	1	1	1	1	1	7
	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$600.00	0	
Total	11	16	21	51	31	31	31	192

\*\*\* See Concessions\*\*\*

1.4 A daily Resort Fee of **\$15.00** is included in the rates noted above. The current Clark County room tax of 12% (subject to change) will be charged in addition to the room rates set forth above. The Resort Fee (included in rates above) includes:

- In Room Internet
- Fitness Center Access
- Daily Newspaper
- Local and Toll-Free Calls
- Copying
- Faxing
- Boarding Pass Printing

Inclusions are subject to change without notice.

### **2. ADDITIONAL ROOM RATE CONDITIONS**

2.1 Group rates are commissionable to **Hospitality Performance Network (HPN)** at ten percent 10% of room/suite revenue for occupied rooms/suites fully paid at the group rate (not including room tax or subsidies). Group rates are subject to Clark County room tax, which is currently twelve percent (12%) and subject to change. The room rate charged to the end-user shall not be greater than the rate provided by Hotel to Meeting Group without the express written consent of Hotel. Hotel will pay any commissions due upon complete settlement of Meeting Group's Master Account(s) and upon receipt of the applicable form of organization and taxpayer identification number or social security number sent directly to [vendordesk@LV.MGMGRAND.COM](mailto:vendordesk@LV.MGMGRAND.COM) in compliance with Internal Revenue Service regulations for recipients of miscellaneous income totaling \$600.00 or more during the calendar year.

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### 3. CONCESSIONS

Over and above our standard policy, Hotel will provide:

- Hotel to provide a Complimentary Diamond Suite (900 sq ft) arriving Sunday, April 29 and departing Sunday, May 6, 2012.
- Hotel to provide a Meeting Room over dates of Tuesday, May 1, 2012 through and including Saturday, May 5, 2012 on a complimentary basis
- Hotel to provide Complimentary Deluxe Continental Breakfast ("off the menu" value to be no more than \$22.50 per person), for up to 30 people the morning of Thursday, May 3 through and including Saturday, May 5, 2012.
- Hotel will provide a complimentary Reception/Dinner on Friday, May 4, 2012 at a price equal to \$100 per person inclusive of tax and gratuity.
- Hotel will provide 10% discount off entire F&B charges for Reception on evening of Wednesday, May 2, 2012.
- Hotel will provide complimentary internet in meeting rooms for Board Meeting, Tuesday – Saturday

### 4. RESERVATION PROCEDURE AND CUTOFF DATE

#### 4.1 Telephone Reservations

Reservations will be telephoned directly to Hotel Reservation Department at 800-311-8999. In order to receive the group rate, callers must identify their affiliation with **Crime Stoppers of the United States of America, Inc. and Crime Stoppers International Board Meetings**. Rates cannot be changed at check-in or check-out for guests who fail to identify their affiliation at the time the reservation is made. To ensure that Meeting Group's VIP reservations are protected, Meeting Group should forward a request for VIP and/or staff rooms directly to the Convention Services Manager no later than thirty (30) days prior to Meeting Group's arrival date.

The cut-off date is the last day that Hotel will accept guest room/suite reservations for Meeting Group's program. The cut-off date is **Monday, April 9, 2012**. Reservation requests received after the cut-off date will be accepted by Hotel at a space and rate availability basis only, not to exceed Meeting Group's guest room/suite allocation as set forth in Section 1. All surplus rooms/suites will revert back to Hotel for general sales after the cut-off date.

A reasonable amount of "name changes" requested after the cut-off date will be accepted provided the arrival and departure date remain the same as the original reservations and must be approved by Hotel prior to confirmation to the attendee.

### 5. GUEST RELOCATION

Hotel guarantees that all attendees who are provided with confirmed reservations through reservation cards, call-in reservations or a master rooming list, shall be provided with rooms/suites for the period of their confirmed reservation. In the event that a guaranteed reservation of any attendee is not honored upon arrival, the hotel will, at its sole expense, provide sleeping accommodations for said attendees at another Las Vegas property and provide daily transportation, at its sole expense, between the new

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hotel and Hotel until such time that the individual(s) reservations can be honored at Hotel.

## **6. ROOM/SUITE DEPOSIT /PAYMENT**

6.1. Individual deposits: It is attendee's responsibility to submit a credit card number, or a deposit equal to the first night's room/suite rate plus tax as a guarantee at the time the attendee makes the reservation. Attendee's credit card will be charged the first night's room/suite rate plus tax at that time. Room reservations not guaranteed will be automatically canceled by Hotel within fourteen (14) days of the reservation date. Should Meeting Group request transfer of room deposits or attendee name changes, Hotel must receive written notification granting Meeting Group authorization to make such changes. Refunds will be issued on individual attendee's reservations canceled at least twenty-four (24) hours in advance of the confirmed arrival date. All guaranteed reservations will be held until 6:00 a.m. only on the day after attendee's confirmed arrival date. Attendees must pay the balance of all room, tax and incidental charges upon check-out. It is the responsibility of Meeting Group to advise attendees of the deposit and refund policy in all promotional literature.

6.2 Unless otherwise indicated, all guests will be responsible for their own guest room, tax, and incidental charges.

6.3 Unless otherwise indicated, Meeting Group will be responsible for:

- i) VIP rooms/suites, staff rooms
- ii) Meeting and function room charges, food, beverage charges and other requested services

Group Deposits: Hotel shall receive group deposits according to the following schedule:

- April 16, 2012                      50% of anticipated Master Account Charges

Hotel expects payment in immediately available funds in the form of a Company Check, Cashier's Check, Wire Transfer or Money Order. Credit card payments will not be accepted unless the conditions of acceptance have been negotiated in advance by the parties and confirmed in writing by Hotel.

An additional deposit and/or full prepayment of all services may be required, based upon the final estimated charges and amount of credit that is approved by Hotel.

If a deposit is not received by the due date, credit will be denied.

## **7. MASTER ACCOUNT / BILLING PROCEDURES**

Should the estimated charges for the program exceed \$10,000.00 and Meeting Group wishes to establish a Master Account for the purpose of billing guest rooms, tax, resort fee, incidentals and/or any group functions, a Hotel Credit Application will be forwarded to be completed by Meeting Group. The credit application must be received by Hotel no later than ninety (90) days prior to the program main arrival date. Any credit applications submitted within ninety (90) days prior to the program main arrival date will be declined for consideration.

In order to lessen the likelihood of potential billing disputes, Master Account charges can be reviewed on a daily basis with the Group Services Manager.

Once the Master Account has been established, Hotel shall provide Meeting Group with an invoice

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following the group departure. Full payment is required within thirty (30) days of the receipt of invoice. If payment is not received thirty (30) days from receipt of the invoice, an interest charge of 1.5% per month will be charged on the outstanding undisputed balance due.

Hotel expects payment in immediately available funds in the form of a Company Check, Cashier's Check, Wire Transfer or Money Order. Credit card payments will not be accepted unless the conditions of acceptance have been negotiated in advance by the parties and confirmed in writing by Hotel.

## **8. FUNCTION SPACE ARRANGEMENTS**

8.1 The attached Exhibit A outlines the function space for Meeting Group's program. Meeting Group shall advise Hotel of any errors prior to the execution of this Agreement. Requests for additional function rooms and/or changes to the events as outlined will be considered on a space available basis and meeting room rental may apply. Unless already provided, Hotel requires a tentative schedule of function room requirements to the Convention Services Manager at least **ninety (90) days** in advance of the meeting. A firm and detailed schedule must be furnished to the Convention Services Manager no **later than 30 days before** the program.

## **9. INDIVIDUAL CANCELLATION**

Hotel allows individual attendees the right to cancel their guest room/suite reservations without penalty up to twenty-four (24) hours prior to the attendees' scheduled arrival date. Depending on the method of deposit or guarantee, Hotel shall charge the individual attendee or bill the Master Account the first night's guest room/suite rate and tax for cancellation within twenty-four (24) hours of the scheduled arrival date or failure of the individual to check-in on the scheduled arrival date. Any remaining nights of a "no show" reservation will be canceled.

## **10. CANCELLATION POLICY**

Group is not liable for loss of Hotel revenue as a result of Group cancelling program at Hotel.

## **11. ATTRITION SCHEDULE**


Group is not liable for loss of Hotel revenue as a result of guest room pick-up (attrition of room block) that falls short of agreed upon room block.

## **12. SUBLICENSING AND ASSIGNMENT**

Meeting Group may not sublicense any guest rooms, suites, or space for its suppliers, vendors, or affiliated groups without obtaining Hotel's prior written consent and no assignment or transfer of rights by Meeting Group may be made without the express written consent of Hotel.

## **13. ARBITRATION**

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be resolved by arbitration administered by the American Arbitration Association (AAA) in accordance with its then prevailing Commercial Arbitration Rules. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be held in Clark County, Nevada and according to Nevada State Law. The provisions of this arbitration clause shall survive the

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termination or expiration of this Agreement.

**14. WAIVER OF BREACH AND SEVERABILITY**

Any waiver of a breach of any provision of the Agreement shall not be deemed a waiver of any other breach of the same or different provision. In the event any provision of the Agreement is rendered invalid or unenforceable by any applicable statute, regulation or ordinance, or declared null and void or is found in violation of applicable law by any court of competent jurisdiction said provision(s) will be stricken from the Agreement and the remainder of the provisions of the Agreement shall remain in full force and effect.

**15. FORCE MAJEURE**

The performance required by either party under this Agreement shall be excused in the event that extraordinary occurrences beyond the control of the party seeking to be excused (such as acts of God, war, terrorist acts, government regulation, riots, or disasters) renders such performance impossible or illegal. Under no circumstances shall an informational or recognitional picket line excuse a party from performance hereunder.

**16. INDEMNIFICATION**

Each party hereby covenants and agrees to indemnify, defend, save and hold the other party (including its parent company, subsidiaries and affiliates, and their directors, officers and employees) free, clear and harmless from and against any and all liabilities, losses, costs, expenses (including reasonable attorneys' fees), judgments, claims, claims of copyright infringement, administration of claims, liens and demands of any kind whatsoever caused by, resulting from or in any way connected with (i) the indemnifying party's acts, omissions or negligence, or the acts, omissions or negligence of indemnifying party's agents, contractors, or employees in connection with the subject matter of this Agreement including the indemnifying party's breach of any of its representations or warranties set forth in this Agreement. With respect to Meeting Group, this indemnity obligation shall extend to the acts of its attendees within the Function Space. Notwithstanding the foregoing, the indemnifying party's indemnity obligation shall not apply to the extent that any such liabilities are directly caused by the negligence or willful misconduct of the indemnified party.

**17. ADA ACCESS AND ACCOMMODATIONS**

Hotel, to the best of its knowledge, is in compliance with all laws including The Americans with Disabilities Act and the regulations and guidelines promulgated pursuant thereto. Meeting Group warrants to Hotel that Meeting Group, its agents, contractors and employees, and their functions within the Function Space and Property, in connection with the Agreement, will be in compliance with the requirements of the above referenced laws, except to the extent that the set-up or operation of the function is controlled by the Hotel.

Hotel agrees to indemnify and hold harmless Meeting Group in the event that any legal action, claim, demand, suit or proceeding is filed against Meeting Group alleging that the facilities or services provided by Hotel failed to comply with the provisions of the Americans with Disabilities Act.

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**18. PRIVILEGED LICENSES**

Meeting Group acknowledges that Hotel, its parent company, subsidiaries and affiliates, are businesses that are or may be subject to and exist because of privileged licenses issued by governmental authorities. Meeting Group, or its agents, employees, or subcontractors shall comply with requests from Hotel or any regulatory authority having jurisdiction over Hotel its parent company, subsidiaries or affiliates of Hotel to provide information or to submit to a probity review should Hotel or the applicable regulatory authority have concerns that an association between Hotel and Meeting Group is not consistent with Hotel's obligations as a privileged license holder. If Meeting Group, or its agents, employees, or subcontractors, fails to satisfy such requirement or if Hotel or any parent company, subsidiary or affiliate of Hotel is directed to cease business with Meeting Group or its agents, employees or subcontractors by any such authority, or if Hotel shall in good faith determine, in Hotel's sole and exclusive judgment, that a continued association with Meeting Group could or does jeopardize Hotel's privileged licenses or such licenses, or those of a parent company, subsidiary or affiliate, this Agreement may be immediately terminated by Hotel without further liability to Meeting Group.

**19. MUTUAL WAIVER OF CERTAIN DAMAGES**

In no event shall either party be liable for any incidental, special, exemplary or consequential damages which may arise out of breach of this Agreement, even if that party has been advised of the possibility of such damages. The waiver contained in this paragraph shall not apply to the parties' indemnity obligations for third party claims or to any provisions of the Agreement setting forth agreed upon liquidated damages

**20. BINDING ON SUCCESSORS**

Subject to the restrictions against transfer or assignment as herein contained, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the assigns, successors-in-interest, of each of the parties hereto and all persons claiming by, through or under them.

**21. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all previous negotiations, commitments and writings pertaining thereto. Any changes or modifications to this Agreement shall be deemed invalid unless approved in writing by both parties.

**22. INCORPORATION OF POLICIES & PROCEDURES**

Hotel's Policies & Procedures, as may be amended from time to time, are incorporated into this Agreement by reference as if set forth at length. A copy of the current Policies & Procedures are located on the Hotel's website at [www.montecarlo.com](http://www.montecarlo.com).

Initials:   *JA*  

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**23. AUTHORITY TO SIGN**

The individuals whose signatures appear below represent and warrant that they have authority to enter into this Agreement on behalf of the Hotel or organization represented and hereby agree to the terms set forth in this Agreement.

Meeting Group and Hotel agree that if this Agreement is not signed and returned to Hotel by **Tuesday, January 24, 2012**, this Agreement shall have no force or effect and none of the terms and conditions of this Agreement shall be binding on either party

ACCEPTED BY:

Monte Carlo Resort & Casino

Lorraine Noyola

Name (Print)

National Sales Manager

Title

Signature

Date

ACCEPTED BY:

Crime Stoppers of the United States of America,  
Inc.

K. Scott Abrams

Name (Print)

Chairman

Title

Signature

Date

*K. Scott Abrams*

*01/23/2012*

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# EXHIBIT A

## Crime Stoppers of the United States of America, Inc and Crime Stoppers International Board Meetings SCHEDULE OF EVENTS

Start Time	End Time	Function	Room*	Set Up	Agr
Tuesday, 5/1/12					
12:00 PM	5:00 PM	CSUSA Meeting		Conference	20
Wednesday, 5/2/12					
8:00 AM	5:00 PM	CSUSA Meeting	Platinum Room	Conference	20
6:00 PM	9:00 PM	Joint CSUSA & CSI Reception ***	Terrace	Existing	50
Thursday, 5/3/12					
8:00 AM	9:00 AM	CSI Continental Breakfast **	Platinum Room	Existing	30
8:00 AM	5:00 PM	CSI Meeting	Platinum Room	Conference	30
Friday, 5/4/12					
8:00 AM	9:00 AM	CSI Continental Breakfast **	Platinum Room	Existing	30
8:00 AM	5:00 PM	CSI Meeting	Platinum Room	Conference	30
6:00 PM	9:00 PM	CSI Reception/Dinner	Sterling A/B	Rounds	30
Saturday, 5/5/12					
8:00 AM	9:00 AM	CSI Continental Breakfast **	Platinum Room	Existing	30
8:00 AM	12:00 PM	CSI Meeting	Platinum Room	Conference	30

\*All room assignments are tentative and may be changed at the discretion of Hotel, based upon written notification to Meeting Group.

\*\* Thursday/Friday/Saturday Continental Breakfasts (for 30ppl) & Friday CSI Reception/Dinner (for 30ppl) will be hosted (at no cost to Group) by Hotel. See "Concessions" noted earlier in this contract.

\*\*\* Wednesday Reception (F&B charges) will be discounted by 10%.

Meeting Group agrees to promptly notify the Hotel of any changes in its function or meeting space requirements. Hotel reserves the right, with agreement from the Meeting Group, to reasonably to reassign or substitute the Function Space to comparable space for the purpose of accommodating both the Meeting Group and all other groups or parties using to Hotel's facilities.

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