DESCRIPTION OF GROUP AND EVENT
The following represents an agreement between Hilton St. Petersburg Bayfront Hotel and Association of Literacy Educators & Researchers and outlines specific conditions and services to be provided.

ORGANIZATION:  Association of Literacy Educators & Researchers

GROUP CONTACT:  Dr. Mary Beth Allen
                 ALER Conference Coordinator
                 East Stroudsburg University
                 200 Prospect Street
                 East Stroudsburg, PA 18301
                 518-424-7752

HOTEL CONTACT:  Ann-Marie Clarke-Montoute
                 Associate Director of Sales
                 333 1st Street South
                 St. Petersburg, FL 33701
                 Phone: 727-825-7017
                 Fax: 727-823-4797
                 Email: ann-marie.clarke-montoute@hilton.com

NAME OF EVENT:  ALER 2017 Annual Conference

OFFICIAL PROGRAM DATES:  November 01, 2017 - November 05, 2017

GUEST ROOM COMMITMENT
The hotel agrees that it will provide the Association of Literacy Educators & Researchers with the total number of room nights as indicated below:

<table>
<thead>
<tr>
<th></th>
<th>Wed 11/01</th>
<th>Thur 11/02</th>
<th>Fri 11/03</th>
<th>Sat 11/04</th>
</tr>
</thead>
<tbody>
<tr>
<td>Run of House</td>
<td>15</td>
<td>120</td>
<td>140</td>
<td>90</td>
</tr>
</tbody>
</table>

Total Number of Room nights: 365
Housing Method: Individual Call-In

All guest rooms are run-of-the-house unless otherwise set forth. Guest room types cannot be guaranteed and rooms will be reserved on a first-come, first-served basis.

GUEST ROOM COMMITMENT
The Hotel reserves the right to review and adjust room block up to October 12, 2017, in order to ensure the accuracy of guest room requirements. If a reduction is rejected, a firm guarantee of a number of rooms and security deposit may be required.
GROUP ROOM RATES
Based upon Association of Literacy Educators & Researchers’s total program requirement as outlined in this agreement, Hotel is pleased to confirm the following group rates (net of all taxes):

<table>
<thead>
<tr>
<th>Room</th>
<th>Single Rate</th>
<th>Double Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Run of House</td>
<td>$155.00</td>
<td>$155.00</td>
</tr>
</tbody>
</table>

An additional $10.00 per person will be added for triple and quad occupancy.

Hotel room rates are quoted per room per night and are subject to applicable state and local taxes at time of check in. Taxes are currently 12% but are subject to change.

TAX EXEMPT STATUS
If Association of Literacy Educators & Researchers maintains a tax exempt status, Association of Literacy Educators & Researchers must provide hotel with a valid tax exemption certificate (30) days prior to the group arrival date, 11/1/2017 12:00:00 AM, in order to be exempt from tax charges.

GROUP RATE TO BE EXTENDED BEYOND EVENT DATES
The above group rates may be available three days before to three days after the official meeting dates, subject to space and rate availability.

NON-SMOKING GUESTROOMS
The Hilton St. Petersburg is a 100% smoke-free facility, including guestrooms. Should smoking take place in the guestrooms, there will be a $250.00 cleaning fee assessed and charged to that guest’s room charge.

SPECIAL PROVISIONS
In consideration of the total guest room commitment and functions outlined herein, the Hotel is pleased to offer the following special concessions:
- One (1) complimentary room night for every fifty (50) paid room nights accumulated over the course of the conference.
- Group rate will be extended three (3) days pre and post conference dates, based on availability.
- Meeting room rental of $4,500.00 will be waived. However, there will be a one-time set-up fee of $1,000.
- Attrition based on 80% group pick-up.
- Three (3) Junior Suite upgrade at the group rate for VIPs over the meeting dates.
- One one-bedroom Parlor Suite upgrade at the special rate of $169.00 per night over the event dates.
- Up to (8) complimentary welcome amenity for VIPs.
- Daily guestroom internet-access fee of $9.95 waived.
- Hotel agrees to waive all fees related to Audio Visual and Equipment Services, as described on page 7, to group for providing up to (14) LCD projectors of their own.
- Due to annual rate increases, daily parking fee will be confirmed 1 year prior to the conference.

COMPLIMENTARY ROOMS
A written list of complimentary guest room assignments that sets forth the guest's name and type of accommodation desired, and arrival and departure dates, shall be sent to the Hotel Convention Service Manager or designated Hotel Representative no later than (14) days prior to group arrival date. Arrival is scheduled for 11/1/2017 12:00:00 AM.

UTILIZING COMPLIMENTARY ROOMS
Complimentary guest rooms must be utilized during the event. Complimentary guest room units may not be used as credit. Complimentary guest room units not used during the event have no value.

The following sliding scale will apply towards complimentary guestroom redemption:
- Standard King or Double guestroom night = 1 earned complimentary room night
- Alcove Suite guestroom night = 2 earned complimentary room nights
- Parlor room night = 3 earned complimentary room nights

[Signature]
Client's Initials
COMMISSIONS
The rates quoted in this letter of agreement are net, non-commissionable.

METHOD OF RESERVATIONS
Reservations will be made by individuals calling the Hotel directly at 1-800-944-5500 or the Brand Reservations at 800-HILTONS (800-445-8667). Individuals must identify themselves as being with the group, ALER, at the time the reservation is made in order to receive the special group rate. One year prior to the conference, hotel will provide an on-line link for making reservations through the World Wide Web.

CUTOFF DATE
All guest room accommodations will be held until 21 days prior to your meeting date, Wednesday, November 1, 2017. On October 12, 2017, the “Cutoff date”, all unreserved rooms will be released for sale to the general public. Any reservation requests received after the “Cutoff Date” including modifications, name changes and additions for the group will be accepted on a space and rate available basis. Release of rooms for general sale following the “Cutoff Date” does not affect Association of Literacy Educators & Researchers’s obligation as discussed in this agreement to utilize guest rooms.

HOTEL RELOCATION PROCEDURE
In the unlikely event that the Hotel is unable to provide a guest room to an attendee with a confirmed reservation on the day of arrival, the Hotel will provide for that attendee: (a) arrangements and payment for first nights’ room charge and tax for accommodations at a comparable nearby Hotel, (b) transportation to and from the Hotel, (c) priority reservations for the first available room at the Hotel the next evening and (d) one long distance phone call of reasonable length to notify change of location. Determination of “a comparable nearby hotel” is the Hotel’s sole discretion.

CHECK-IN/CHECK-OUT
Check-in time is 3:00PM. Baggage storage will be available for a small handling fee.

Check-out time is 12:00PM. Late check-out requests will be reviewed based on hotel demand. A late departure fee of $75.00 per room may apply. A late check-out after 4pm is subject to a charge equal to the published (non-discounted) rate for that night.

PARKING
Due to annual rate increases daily parking fee will be confirmed 1 year prior to the conference.

MASTER ACCOUNT CHARGES
Association of Literacy Educators & Researchers will be responsible for all meeting room charges in addition to room and tax charges incurred by VIPs. All charges must be authorized by ALER conference coordinator or treasurer.

INDIVIDUAL ACCOUNT CHARGES
Attendees are responsible for all individual charges, room, tax, parking and incidentals incurred at the Hotel. Payment of charges is due and payable upon check-out.

Client’s Initials
METHOD OF PAYMENT
Payment of the Master Account may be made by valid credit card, which will be subject to approval by the Hotel’s Accounting Department. Please complete and submit the enclosed authorization form, upon signing the Agreement.

Should attrition or cancellation charges apply then the credit card that is used to guarantee payment will be utilized and charged once the group departs only if those fees apply.

If a credit card cannot be provided to guarantee payment of the Master Account charges. Full payment of the estimated charges must be paid 10 business days prior to the first arrival date of November 1, 2017. All outstanding balances must be paid in full prior the group departure date.

FUNCTION SPACE AGENDA/COSTS
All meeting, banquet and exhibit space will be provided on complimentary basis based on 80% group pick-up. However, there will be a total one-time set-up fee of $1,000.

In the event that total night utilization falls below 80% of Total Room Nights reserved, the function space fees will be assessed according to the following scale:

<table>
<thead>
<tr>
<th>% Utilization of Total Room Nights Reserved</th>
<th>Function Space Charges</th>
</tr>
</thead>
<tbody>
<tr>
<td>100% - 80%</td>
<td>WAIVED</td>
</tr>
<tr>
<td>79% - 60%</td>
<td>$2,700.00</td>
</tr>
<tr>
<td>less than 60%</td>
<td>$4,500.00</td>
</tr>
</tbody>
</table>

FUNCTION SPACE
Based on the preliminary requirements indicated by Association of Literacy Educators & Researchers, Hotel has reserved function space outlined on the attached Function Agenda. A tentative program must be provided to the Hotel by (30) days prior to the group arrival date of 11/2/2017 12:00:00 AM, and a definite program (21) days prior to arrival date. If tentative program is not received by due date, space will be held based on the preliminary program. Any changes in the agenda, (i.e., number of people, time function space, etc.), should be given to Hotel as soon as such changes are known. Any on-site room set-up changes will result in additional labor or other charges, based on the changes requested.

FUNCTION SPACE/GENERAL
Prior to the submission of the Final Schedule of Events, the Hotel retains the right to reassign any meeting rooms or function spaces to accommodate all of the Hotel’s business needs.

[Signatures]
Client’s Initials
## FUNCTION/EVENT AGENDA

Hilton St. Petersburg Bayfront does not guarantee SPECIFIC rooms. We only guarantee adequate space. Meeting room assignments can be re-evaluated based on decreases in guest room pickup or event attendance.

<table>
<thead>
<tr>
<th>Date</th>
<th>Start Time</th>
<th>End Time</th>
<th>Function</th>
<th>Room</th>
<th>Setup</th>
<th>Agr</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/1/2017</td>
<td>7:00 PM</td>
<td>12:00 AM</td>
<td>Office</td>
<td>Hilton Training Ctr.5</td>
<td>Conference</td>
<td>12</td>
</tr>
<tr>
<td>11/2/2017</td>
<td>11:00 AM</td>
<td>2:00 PM</td>
<td>Lunch</td>
<td>Board Room</td>
<td>Conference</td>
<td>10</td>
</tr>
<tr>
<td>11/2/2017</td>
<td>2:00 PM</td>
<td>12:00 AM</td>
<td>Registration</td>
<td>Conf. Registration</td>
<td>Existing Set</td>
<td></td>
</tr>
<tr>
<td>11/2/2017</td>
<td>5:30 PM</td>
<td>11:00 PM</td>
<td>Setup</td>
<td>Harborview</td>
<td>Special Set</td>
<td></td>
</tr>
<tr>
<td>11/2/2017</td>
<td>7:30 PM</td>
<td>8:30 PM</td>
<td>Meeting</td>
<td>St. Petersburg I</td>
<td>Theater</td>
<td>120</td>
</tr>
<tr>
<td>11/2/2017</td>
<td>8:30 PM</td>
<td>10:00 PM</td>
<td>Reception</td>
<td>St. Petersburg II</td>
<td>Cabaret Rounds</td>
<td></td>
</tr>
<tr>
<td>11/3/2017</td>
<td>7:00 AM</td>
<td>12:00 AM</td>
<td>Registration</td>
<td>Conf. Registration</td>
<td>Existing Set</td>
<td></td>
</tr>
<tr>
<td>11/4/2017</td>
<td>7:00 AM</td>
<td>9:30 AM</td>
<td>AM Break</td>
<td>Lobby III</td>
<td>Special Set</td>
<td>150</td>
</tr>
<tr>
<td>11/4/2017</td>
<td>7:15 AM</td>
<td>11:00 PM</td>
<td>Exhibits</td>
<td>Harborview</td>
<td>Special Set</td>
<td></td>
</tr>
<tr>
<td>11/4/2017</td>
<td>7:30 AM</td>
<td>9:30 AM</td>
<td>Continental Breakfast</td>
<td>St. Petersburg I</td>
<td>Rounds of 10</td>
<td>60</td>
</tr>
<tr>
<td>11/3/2017</td>
<td>8:00 AM</td>
<td>5:00 PM</td>
<td>Breakfast</td>
<td>Hilton Training Ctr.1</td>
<td>Theater</td>
<td>30</td>
</tr>
<tr>
<td>11/3/2017</td>
<td>9:30 AM</td>
<td>10:00 AM</td>
<td>General Session</td>
<td>St. Petersburg I, III</td>
<td>Theater</td>
<td>200</td>
</tr>
<tr>
<td>11/3/2017</td>
<td>10:00 AM</td>
<td>5:00 PM</td>
<td>Breakout</td>
<td>Hilton Training Ctr.2</td>
<td>Theater</td>
<td>30</td>
</tr>
<tr>
<td>11/3/2017</td>
<td>10:00 AM</td>
<td>5:00 PM</td>
<td>Breakout</td>
<td>Hilton Training Ctr.3</td>
<td>Theater</td>
<td>30</td>
</tr>
<tr>
<td>11/3/2017</td>
<td>10:00 AM</td>
<td>5:00 PM</td>
<td>Breakout</td>
<td>Hilton Training Ctr.4</td>
<td>Theater</td>
<td>30</td>
</tr>
<tr>
<td>11/3/2017</td>
<td>10:00 AM</td>
<td>5:00 PM</td>
<td>Breakout</td>
<td>Skyway</td>
<td>Theater</td>
<td>30</td>
</tr>
<tr>
<td>11/3/2017</td>
<td>10:00 AM</td>
<td>5:00 PM</td>
<td>Breakout</td>
<td>Pier</td>
<td>Theater</td>
<td>30</td>
</tr>
<tr>
<td>11/3/2017</td>
<td>10:00 AM</td>
<td>5:00 PM</td>
<td>Breakout</td>
<td>Bayboro</td>
<td>Theater</td>
<td>30</td>
</tr>
<tr>
<td>11/3/2017</td>
<td>10:00 AM</td>
<td>5:00 PM</td>
<td>Breakout</td>
<td>Demens</td>
<td>Theater</td>
<td>30</td>
</tr>
<tr>
<td>11/3/2017</td>
<td>10:00 AM</td>
<td>5:00 PM</td>
<td>Breakout</td>
<td>Williams</td>
<td>Theater</td>
<td>30</td>
</tr>
<tr>
<td>11/3/2017</td>
<td>10:00 AM</td>
<td>5:00 PM</td>
<td>Breakout</td>
<td>St. Petersburg I, III</td>
<td>Theater</td>
<td>50</td>
</tr>
<tr>
<td>11/3/2017</td>
<td>12:30 PM</td>
<td>2:00 PM</td>
<td>Lunch</td>
<td>St. Petersburg I</td>
<td>Rounds of 10</td>
<td>60</td>
</tr>
<tr>
<td>11/5/2017</td>
<td>7:00 AM</td>
<td>12:00 AM</td>
<td>Registration</td>
<td>Conf. Registration</td>
<td>Existing Set</td>
<td></td>
</tr>
<tr>
<td>11/4/2017</td>
<td>7:30 AM</td>
<td>9:30 AM</td>
<td>Breakfast</td>
<td>St. Petersburg I</td>
<td>Rounds of 10</td>
<td>100</td>
</tr>
<tr>
<td>11/4/2017</td>
<td>9:00 AM</td>
<td>5:00 PM</td>
<td>Exhibits</td>
<td>Harborview</td>
<td>Exhibit Space</td>
<td></td>
</tr>
<tr>
<td>11/4/2017</td>
<td>10:00 AM</td>
<td>12:00 PM</td>
<td>General Session</td>
<td>St. Petersburg I, III</td>
<td>Theater</td>
<td>200</td>
</tr>
<tr>
<td>11/4/2017</td>
<td>10:00 AM</td>
<td>5:00 PM</td>
<td>Breakout</td>
<td>Bayboro</td>
<td>Theater</td>
<td>50</td>
</tr>
<tr>
<td>11/4/2017</td>
<td>12:00 AM</td>
<td>1:30 PM</td>
<td>Lunch</td>
<td>Tangerine South</td>
<td>U-Shape</td>
<td>15</td>
</tr>
<tr>
<td>11/4/2017</td>
<td>12:00 PM</td>
<td>4:00 PM</td>
<td>Breakout</td>
<td>St. Petersburg I</td>
<td>Rounds of 10</td>
<td>80</td>
</tr>
<tr>
<td>11/4/2017</td>
<td>12:00 PM</td>
<td>5:00 PM</td>
<td>Breakout</td>
<td>Hilton Training Ctr.1</td>
<td>Theater</td>
<td>30</td>
</tr>
<tr>
<td>11/4/2017</td>
<td>12:00 PM</td>
<td>5:00 PM</td>
<td>Breakout</td>
<td>Hilton Training Ctr.2</td>
<td>Theater</td>
<td>30</td>
</tr>
<tr>
<td>11/4/2017</td>
<td>12:00 PM</td>
<td>5:00 PM</td>
<td>Breakout</td>
<td>Hilton Training Ctr.3</td>
<td>Theater</td>
<td>30</td>
</tr>
<tr>
<td>11/4/2017</td>
<td>12:00 PM</td>
<td>5:00 PM</td>
<td>Breakout</td>
<td>Williams</td>
<td>Theater</td>
<td>50</td>
</tr>
<tr>
<td>11/4/2017</td>
<td>12:00 PM</td>
<td>5:00 PM</td>
<td>Breakout</td>
<td>Demens</td>
<td>Theater</td>
<td>50</td>
</tr>
<tr>
<td>11/4/2017</td>
<td>12:00 PM</td>
<td>5:00 PM</td>
<td>Breakout</td>
<td>Sky</td>
<td>Theater</td>
<td>30</td>
</tr>
<tr>
<td>11/4/2017</td>
<td>12:00 PM</td>
<td>5:00 PM</td>
<td>Breakout</td>
<td>Pier</td>
<td>Theater</td>
<td>30</td>
</tr>
<tr>
<td>11/4/2017</td>
<td>12:00 PM</td>
<td>5:00 PM</td>
<td>Breakout</td>
<td>St. Petersburg 3</td>
<td>Theater</td>
<td>50</td>
</tr>
<tr>
<td>11/4/2017</td>
<td>12:00 PM</td>
<td>5:00 PM</td>
<td>Breakout</td>
<td>Hilton Training Ctr.4</td>
<td>Theater</td>
<td>30</td>
</tr>
<tr>
<td>11/4/2017</td>
<td>4:00 PM</td>
<td>5:00 PM</td>
<td>Meeting</td>
<td>St. Petersburg II</td>
<td>Theater</td>
<td>100</td>
</tr>
<tr>
<td>11/4/2017</td>
<td>7:00 PM</td>
<td>7:00 PM</td>
<td>Reception</td>
<td>St. Petersburg I</td>
<td>Cabaret Rounds</td>
<td></td>
</tr>
<tr>
<td>11/5/2017</td>
<td>9:00 AM</td>
<td>11:00 AM</td>
<td>Meeting</td>
<td>Williams</td>
<td>Theater</td>
<td>20</td>
</tr>
</tbody>
</table>

Client's Initials
RENOVATIONS
At present, no remodeling, renovation, remedial repairs, construction, restoration, painting, maintenance or any activity of a nature likely to cause a disturbance or distraction has been scheduled at the Hotel either indoors or outdoors during and including the dates of this event other than cleaning or grooming routinely performed on a daily basis, and no such activity will be undertaken except under emergency conditions. The Hotel will do everything it can to minimize noise, odors, and unsightly conditions arising from remedial repairs taking place under emergency conditions.

Hotel agrees to notify Group in writing within 10 business days of notification to Hotel of any remodeling, remedial repairs, construction, restoration, painting, maintenance or any activity of that nature. If any of aforementioned activity is to take place during the dates of the event, the Hotel agrees to send, in writing, the scope of work to be completed, start/stop dates, how Group will be impacted and a remedy acceptable to the Group.

RIGHT TO QUIET
The Hotel agrees not to book adjacent to Group event space, any groups that will disturb Group’s event(s) because of loud noise, music, or activities. If this occurs, the Hotel agrees to take whatever steps necessary to move the group, or offer compensation that is mutually acceptable to Group for the inconvenience and disruption of its event.

ROOMS ATTRITION
Hotel is relying on Association of Literacy Educators & Researchers to use 365 Total Room Nights. Association of Literacy Educators & Researchers agrees that a loss will be incurred by Hotel should there be a reduction greater than 20% in Total Room Nights used.

Should the room nights actually used by Association of Literacy Educators & Researchers be less than 80% (292 room nights-(155x292=$45,260) of the Total Room Nights, Association of Literacy Educators & Researchers agrees to pay, as liquidated damages and not as a penalty, the difference between 80% of the Total Room Nights and Association of Literacy Educators & Researchers’s actual usage of rooms multiplied by the average group rate plus any applicable taxes.

Should the Hotel determine that any portion of Group’s Room Block not confirmed as of the Reservation Cut-Off date is available for resale, the Hotel will attempt to sell the unused portion of the Room Block and, if a Group room is resold, Group’s attrition charges shall be reduced by the room rate received on each Group room sold, up to the rate for said room set forth in this Agreement in accordance with Room Block Attrition paragraphs above. If unused Group rooms are returned to Hotel inventory for attempted resale, Group rooms shall be the last in the Hotel’s inventory to be sold.

ADJUSTMENT TO PROVISIONS
All concessions outlined in this agreement, including those concessions offered on a complimentary basis, will be provided based on utilization of at least 80% of the Total Room Nights agreed upon in the Guest Room Commitment. Should the group not achieve at least 80% utilization by October 12, 2017, all concessions will be subject to adjustment and the Hotel may also adjust the Function Space in direct proportion to the reduction in Total Room Nights.

FOOD AND BEVERAGE MINIMUM REVENUE REQUIREMENT
The Hotel is relying upon food and beverage functions outlined on the Function Agenda. Association of Literacy Educators & Researchers agrees to be responsible for payment of the following minimum food and beverage revenue (excluding meeting room rental, audio visual, service fees, gratuities and taxes), $9,000.00. This is the minimum amount Association of Literacy Educators & Researchers will be responsible to pay regardless of any drop in attendance or cancellation of functions. Average cost pricing is used to determine minimum revenue requirements. Client agrees minimum revenue requirement is not a final cost but a minimum obligation to hotel, and does not include meeting room rental or audio visual. All food, beverage, audio/visual, room rental and setup charges are subject to prevailing gratuities/service fees and taxes.

[Client's Initials]

6
BANQUET FUNCTION
Association of Literacy Educators & Researchers must confirm all menu selections and arrangements in writing no later than 30 days prior to event. If such confirmation is not received by that date, requested menu selections may not be available. This contract is based on current pricing for food, beverage, room rental and audio/visual equipment rental exclusive of tax and gratuities/service fees. If the minimum food and beverage requirements as outlined below are not met, Association of Literacy Educators & Researchers agrees to pay Hilton St. Petersburg Bayfront the difference.

It is the responsibility of Association of Literacy Educators & Researchers to call the Hilton St. Petersburg Bayfront catering office to guarantee attendance no later than one week prior to the first day of the meeting/function. The Hotel will be prepared to set up to a five percent (5%) overage up to 200 attendees, *[three percent (3%) overage up to 500 attendees, and two percent (2%) overage for over 500 attendees]*. Once received, the guarantees cannot be decreased.

If no guarantee is received, the expected number of guests on the original banquet event order will become the guarantee. Charges will be based on your actual attendance or the minimum guarantees as stated in your banquet event order, whichever is greater. Association of Literacy Educators & Researchers will be liable for all food and beverage charges related to the function.

Unless prior billing arrangements have been made, full payment for your function must be made one week in advance of the first event, or the hotel reserves the right to cancel the event(s) and retain any advance deposits.

FOOD AND BEVERAGE
All food and beverage must be supplied and prepared by the Hotel, including any food and beverage service for any Hospitality Suites, subject to State and local alcoholic beverage laws. Food and beverage purchased at the Hotel may not be removed from the premises due to health department regulations and applicable alcoholic beverage laws and regulations

If alcoholic beverages are to be served on the hotel premises, (or elsewhere under the hotel's alcoholic beverage license), the Hotel will require that alcohol be provided by the Hotel and that such beverages be dispensed only by hotel servers and bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are under age.

AUDIO VISUAL EQUIPMENT & SERVICES
Audio visual equipment for Hotel functions is exclusively supplied by AVMS, our in-house preferred Audio Visual Vendor. A representative will be in contact with you to assist in determining program needs. If your organization provides their own AV equipment, a surcharge of $75.00 will apply for each breakout room and/or $250.00 for each section the Ballrooms. Technical assistance and/or supplementary equipment requests regarding equipment owned by the individual client or group is available from AVMS. Applicable labor and equipment rental charges will be assessed for these services. Use of the in-house sound system for equipment owned by an individual client or group carries a daily "activation, connection and usage" fee of $75.00 per room per day. This fee will be assessed in addition to the applicable surcharge. Cancellation of confirmed orders for audiovisual or computer rental equipment requires a 48 hour cancellation notice to avoid charges for the full amount of the equipment and services.

Hilton St. Petersburg Bayfront reserves the right to adjust the volume on any audio equipment at any event. Hotel has the right to adjust the volume on audio equipment at any time during any function.

SUBCONTRACTORS
If Association of Literacy Educators & Researchers wishes to hire subcontractors, outside vendors, to provide any goods or services at Hotel during the event, Hotel may, in its sole discretion, require that such vendor provide Hotel an indemnification agreement and proof of adequate insurance.

Association of Literacy Educators & Researchers agrees to have any subcontractors sign a "Code of Conduct and Policies Agreement" and abide by the Hotel rules and regulations.

Client's Initials
CHANGE IN MANAGEMENT
The Hotel will be required to notify Group in the event of a financial reorganization, bankruptcy or of any actual or contemplated change of ownership and/or hotel management contract that will or may occur prior to the event dates, no later than 14 calendar days from the time such knowledge is known or should have been known by management or is public knowledge. At that time, Group has the right to cancel this Agreement without any further penalty or obligation and all deposits made to that date returned to the Group in full.

CONDUCT OF EVENT
Organization agrees to conduct the functions in an orderly manner in full compliance with applicable laws, regulations and Hotel rules. Organization agrees to be responsible for any damage done to the premises and/or equipment and furnishings during the time they are under organization’s control or the control of any employee, guest or independent contractor of the organization. In addition, in the event the conduct of the attendees at the functions causes the Hotel to offer a concession to another group staying at the Hotel, Association of Literacy Educators & Researchers agrees to be responsible for the reimbursement to the Hotel for any concession offered to the other group. In the event the conduct of the attendees at the function is determined, in the Hotel’s sole discretion, not to be orderly or in full compliance with applicable laws, regulations and/or Hotel rules, Hotel reserves the right to immediately terminate this contract without penalty and attendees at the function must leave the premises when instructed to do so. In the event this contract is terminated due to the conduct of the attendees of the events, Hotel shall be released from all liability associated with the contract termination. Further, in the event Association of Literacy Educators & Researchers misrepresents the nature of the events and the content of the events is determined to be objectionable, in Hotel’s sole discretion, Hotel has the right to immediately terminate this contract without penalty and Hotel is released from all liability associated with contract termination. Displays, exhibits, booths and other similar activity under the control of the organization must be removed from the premises no later than the time and date specified on the contract so that the room is left in a neat and clean condition. Failure to do so will result in a charge based on labor and cleaning costs.

SIGNAGE/DISPLAYS
Any items to be put on affixed to or placed upon any meeting room or lobby walls, or directional signs, as well as the materials used to affix such, are subject to approval by the Hotel prior to installation or display. Customer is responsible for any damage caused by signage/displays and/or any loss of Customer's signage/displays. In the event Customer’s signage/displays contain objectionable material, Hotel has the right to remove the objectionable material and cancel the event without penalty. Determination of what constitutes “objectionable material” is in Hotel’s sole discretion and Hotel is released from any liability associated with cancellation of the event.

CONFERENCE SHIPPING AND RECEIVING
The Hotel is not responsible for any arrangements or expenses associated with the shipping of materials, merchandise, exhibits or any other items to and from the Hotel. The Hotel must be notified (3) days in advance, and any consignments shipped to the Hotel should include the following information on the package: "Attention: (onsite contact to collect package), along with the organization / conference name and arrival date. The Hotel charges a $12.00 handling fee per package (or $75.00 per palette) for any and all conference materials shipped to the Hotel. Materials will only be received 7 days prior to the event date. The handling fee will cover the following services:

A. Receiving shipments
B. Secured storage
C. Distribution of meeting materials to and from meeting room locations.
D. Repackaging and shipping (freight charges not included)

The Hotel will not accept C.O.D. shipments and all arrangements with regard to shipping must be prepaid or billed to the Group Master Account. All shipments must be routed directly to the hotel, not to Tampa International Airport or any other intermediate designation.

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Client's Initials
PUBLICITY MATERIALS
For planning purposes, organization shall provide the Hotel with copies of all mailings and publicity directed to prospective meeting participants and guests when such materials are published. All signage and printed material containing the Hotel's name and logo must be approved by Hotel to insure compliance with applicable agreements and copyright laws. Advertising of any kind, including the name of the Hotel, is not permitted without prior written approval by the Hotel.

PERFORMANCE LICENSES
Association of Literacy Educators & Researchers will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including, without limitation, music, audio, or video recordings, art, etc.) that Association of Literacy Educators & Researchers may use or request to be used at the Hotel.

CANCELLATION
Association of Literacy Educators & Researchers agrees to provide Hotel with written notice of any decision to cancel agreement within five (5) days of such decision. Association of Literacy Educators & Researchers agrees that cancellation of this commitment would constitute a breach of Association of Literacy Educators & Researchers's obligation to the Hotel and the Hotel would be harmed. It is further agreed that it would difficult to determine Hotel's actual harm and the chart below reasonably estimates the Hotel's harm for a cancellation. [The sliding scale on the chart reduces damages for early cancellation and reasonably estimates the Hotel’s liability to lessen its harm by reselling Association of Literacy Educators & Researchers’s space and functions.] Association of Literacy Educators & Researchers agrees to pay Hotel, within thirty (30) days after any Cancellation, as liquidated damages and not as a penalty, the amount listed in the Chart below.

<table>
<thead>
<tr>
<th>Date of Decision to Cancel</th>
<th>Amount of Liquidated Damages Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>From 0-90 days prior to November 2, 2017</td>
<td>Full payment of guest rooms, room rental &amp; estimated banquet charges</td>
</tr>
<tr>
<td>From 91-180 days prior to November 2, 2017</td>
<td>75% of the above.</td>
</tr>
<tr>
<td>From 181 – 365 days prior to November 2, 2017</td>
<td>50% of the above.</td>
</tr>
<tr>
<td>From 366 – 730 days prior to November 2, 2017</td>
<td>25% of the above.</td>
</tr>
<tr>
<td>From 731 days prior to November 2, 2017</td>
<td>10% of the above.</td>
</tr>
</tbody>
</table>

Once this Agreement is accepted and signed, there shall be no right of termination for the sole purpose of holding the same meeting or a smaller version in another facility. If Association of Literacy Educators & Researchers schedules the program contemplated by this agreement within the same geographic region as the Hotel, Association of Literacy Educators & Researchers shall be liable for the maximum amount indicated on the above chart.

Provided that Association of Literacy Educators & Researchers notifies the Hotel of the cancellation in a timely manner, and pays the liquidated damages in a timely manner, Hotel agrees not to seek additional damages from Association of Literacy Educators & Researchers.

IMPOSSIBILITY
The performance of this Agreement is subject to any circumstance making it illegal or impossible to provide or use the Hotel facilities, including acts of God, war, government regulations, disaster, strikes, civil disaster, or curtailment of transportation facilities. The Agreement may be terminated only for any one of the above reasons by written notice from either Hotel or Association of Literacy Educators & Researchers to the other within ten (10) days of learning the basis for termination.

COMPLIANCE WITH LAW
This agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, and the like. Hotel and Association of Literacy Educators & Researchers agree to cooperate with each other to ensure compliance with such laws.

Client's Initials
CHANGES, ADDITIONS, STIPULATIONS, OR DELETIONS
Any changes, additions, stipulations, or deletions, including corrective lining out by either Hotel or Association of Literacy Educators & Researchers, 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, with the exception of the following: any attempted modifications to the paragraph titled "Governing Law/Litigation Expenses" are void. Any attempted modifications to the paragraphs titled "American Disabilities Act Compliance (ADA)" and "Indemnification" must be approved and signed by a corporate officer in Dallas, Texas.

GOVERNING LAW/LITIGATION EXPENSES
This agreement shall be governed by and interpreted under the laws of the state wherein the hotel is located, and exclusive jurisdiction and venue for any legal proceeding shall be the county and city wherein the hotel is situated. The parties agree that, in the event that litigation relating to this Agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorneys' fees.

AMERICAN DISABILITIES ACT COMPLIANCE (ADA)
The Hotel has made reasonable modifications in its practices, policies, and procedures as required under the American with Disabilities Act of 1990 (ADA). Further, the Hotel has made or has developed and implemented a plan to make ADA required alterations and elimination of architectural and communication barriers, where readily achievable.

INDEMNIFICATION
Each party to this Agreement shall indemnify, defend, and hold harmless the other party and its officers, directors, agents, and employees from and against any and all demands, claims, damages to person or property, losses and liabilities, including reasonable attorneys' fees (collectively, "Claims"), arising solely out of or solely caused by the indemnifying party's negligence or willful misconduct in connection with the provision and use of Hotel as contemplated by this Agreement. This paragraph shall not waive any statutory limitations of liability available to either party, including innkeepers' limitation of liability laws, nor shall it waive any defense either party may have with respect to any Claim.

DECISION DATE
The arrangements outlined in this agreement will be held on a first option basis until December 14, 2012, the Decision Date, by which date the Hotel must receive a signed copy of this agreement. However, should another organization request these dates and be in a position to confirm immediately, Association of Literacy Educators & Researchers will be advised and given (48) hours to confirm on a definite basis. Should the Hotel not receive a signed copy of this agreement by the date set forth, the Hotel reserves the right to release all space for resale.

[Handwritten Signature]
Client's Initials
AGREEMENT SIGNATURES

This agreement shall become effective as of the date it is fully executed by both parties, provided that such execution occurs before December 14, 2012. Until that effective date, no space or guest room arrangements described herein are binding on the Hotel. This agreement shall not be assigned. After this agreement has been properly executed by an authorized representative of the Association of Literacy Educators & Researchers, this agreement shall be returned to the Hotel by the decision date for acceptance and execution by an authorized representative of the hotel.

Accepted and Authorized by:
Association of Literacy Educators & Researchers

Dr. David Paige
ALER Treasurer

1/4/2013

Date

Mary Beth Allen
ALER Conference Coordinator

01/04/2013

Date

Accepted and Authorized by:
Hilton St. Petersburg Bayfront

Ann Marie Clarke-Montoute
Associate Director of Sales

Date

Rebecca Eggett
Director of Sales and Marketing

Date

Dave Prophet
General Manager

Date

Client’s Initials