



WAYFARER INN

121 South River Road • Bedford, New Hampshire 03110 • Phone 603 622-3766 • Guest Fax 603 625-1126 • Sales Fax 603-666-4454
www.wayfarerinn.com

LETTER OF AGREEMENT BETWEEN WAYFARER INN AND NEW HAMPSHIRE BAR ASSOCIATION

April 8, 2003

Denice M. DeStefano
112 Pleasant St.
Concord, NH 03301
603-224-6942
603-224-2910

Hotel Contact: Sue Beaudry
Telephone Number: 603-622-3766

APR 09 2003

RE: NH Bar Association

NH Bar Association and WAYFARER INN agree as follows:

By signing and returning the enclosed copy of this contract by 04/16/03 12:00:00 AM, these arrangements will be agreed to on a definite basis.

GUEST ROOM ACCOMMODATIONS

This contract applies to the following block of rooms:

	Single	Date
Thu	5	2/12/04
Fri	2	2/13/04

Room	Single Rate
Run of House	89

All room rates are quoted exclusive of applicable state and local taxes, currently 8%.

CUT-OFF DATE

The "cut-off date" for accepting reservations into this room block is 02/01/04 12:00:00 AM. Reservations requests received after 5:00 p.m. local time at the Wayfarer Inn on the cut-off date will be accepted on a space and rate availability basis.

RESERVATION PROCEDURE AND DEPOSIT REQUIREMENTS:

Call Ins:

February 1,

It is our understanding that all reservations will be telephoned directly to the Hotel Reservations Department by January 13, 2004. In order to receive the preferred rates, for which you are contracting, guests must identify their affiliation with the NH Bar group. Rates cannot be changed at check-in or check-out for guests who fail to identify their affiliation at the time the reservation is requested. Requests must go directly to the Hotel.

HOTEL POLICIES:

CHECK-IN: 3:00 PM

CHECK-OUT TIME: 12:00 NOON

Our Hotel guest wishing to check-in prior to 3:00pm will be subject to a \$25.00 early check-in fee.

ROOM & RELATED CHARGES

Guests will be responsible for their own guest room, tax and incidental charges upon checkout and NH Bar Association will be responsible for all scheduled food & beverage and service charges.

BILLING ARRANGEMENTS

A master account will be set up for NH Bar Association covering its charges. The estimated amount of the master account must be paid in advance in accordance with the deposit schedule set forth below unless direct billing has been established. Direct billing requests will be reviewed in accordance with the Wayfarer Inn's normal approval process. The NH Bar Association shall review all charges billed to the master account to ensure accurate billing. Payment of all direct billing must be made within thirty (30) days of receipt of a reconciled invoice from the Wayfarer Inn.

FUNCTION SPACE

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
2/13/2004	6:30 AM	8:00 AM	Breakfast	McGregor and Meetinghouse	Rounds of 8	30	0.00
2/13/2004	7:00 AM	5:00 PM	Exhibit	Foyer	See Diagram	100	0.00
2/13/2004	8:00 AM	9:00 AM	Continental Breakfast	Foyer	Existing	100	0.00
2/13/2004	9:00 AM	4:30 PM	Meeting	Nashua Room	Rounds		
2/13/2004	9:00 AM	5:30 PM	Meeting	Pavilion	Chevron Classroom	150	0.00
2/13/2004	10:00 AM	10:30 AM	Mid Morning Break	Foyer	Existing		
2/13/2004	10:45 AM	12:30 PM	Meeting	Covered Bridge Room	Theater		
2/13/2004	10:45 AM	4:30 PM	Meeting	Manchester Room	Conference		
2/13/2004	12:45 PM	2:15 PM	Lunch	McGregor, Meetinghouse, and Derryfield	Rounds of 8	80	0.00
2/13/2004	3:15 PM	5:00 PM	Mid Afternoon Break	Foyer	Existing		
2/13/2004	8:00 PM	4:30 PM	Meeting	Terrace Room	Rounds of 8		0.00
2/13/2004	4:30 PM	5:30 PM	Reception/Bar	Terrace Room	Rounds	175	0.00
2/13/2004	5:30 PM	6:30 PM	Reception/Bar	McGregor, Meetinghouse, and Derryfield	Cocktail Rounds		

Based on your requirements, we have reserved function space as shown on the attached schedule of events at the rates indicated. The Wayfarer Inn reserves the right to reassign function space. Approval must be received from the Wayfarer Inn before publishing meeting room names.

BANQUET FOOD ATTRITION

The hotel is relying upon the Food functions outlined on the Function Information Agenda. NH Bar Association agrees to spend a minimum of \$5000.00 in Food regardless of reduction in attendance.

PLEASE NOTE: The above food minimum does not include 12% taxable Gratuity, 7% taxable Administrative Fee and NH State tax, currently 8%.

FOOD & BEVERAGE POLICIES

- Due to licensing requirements and quality control issues, all food and beverage to be served on the Wayfarer Inn property must be supplied and prepared by the Wayfarer Inn. All food and beverage prices are subject to change and will be guaranteed ninety days prior to event. All food and beverage prices are subject to 12% taxable Gratuity, 7% taxable Administrative Fee and 8% state tax (subject to change without notice). [Please note that the service charge is taxable.]

- An exact count of the people to be served is required **five (5) business days prior to your function**. If the guarantee is not received five (5) days prior, the highest number of your estimated count will be used as your guarantee. Please note we prepare a maximum of 5% over this count. Once received, the guarantee may not be lowered. You will be charged for the guarantee, your Food Attrition, or the actual count, whichever is higher.
- Bar Fees: \$75.00 Bartender Setup fee will be charged for functions consuming less than \$350.00 in bar revenues per bartender. A Cocktail Server fee of \$20.00 for the first hour and \$10.00 each additional hour will be charged for groups of less than 25 people.
- In the event that more than one entrée is chosen, the higher price will prevail up to two dollars. A maximum of two (2) entrees may be selected.

SHIPPING AND RECEIVING

The customer is responsible for all arrangements and expenses of shipping materials to and from the hotel. The hotel must be notified in advance of shipping arrangements and all packages must be labeled with the Group's name and the Sales Manager's name in order to insure proper acceptance of these items upon arrival at the hotel. A labor charge will be assessed for unloading and loading shipments and moving items to storage areas and function rooms at \$2.00 per package. The hotel should be advised of any items over 100 pounds that will be displayed in any function room. The hotel will not assume any responsibility for any damage or loss of merchandise sent to the hotel for storage.

CANCELLATION OPTION

If NH Bar Association cancels this event or moves the event to another city or facility, such decision would constitute a breach of its obligation to the hotel and the hotel would be harmed. Should the event not be held at the hotel or is cancelled, NH Bar Association will pay the hotel liquidated damages in the amounts and time frames as noted below, within thirty (30) days after written notification to the hotel of the transfer or cancellation.

If the Wayfarer Inn cancels this event for the dates contracted, such decision would constitute a breach of its obligation to the NH Bar Association and the Association would be harmed. Should the event not be held at the Wayfarer Inn on the dates contracted, the Wayfarer Inn will pay the Association the liquidated damages in the amounts and time frames as outlined below, within thirty (3) days after written notification to the Association of the cancellation.

Liquidated damages will be defined as: room revenue, food and beverage revenue, room rental and all applicable taxes.

From the date of contract signing to 180 days prior to arrival date	\$ 500.00
179 days to 31 days prior to arrival date	\$1,500.00
30 days or less prior to arrival date	\$5,000.00

FORCE MAJEURE

The performance of this Agreement by either party is subject to acts of God, government authority, disaster, strikes, civil disorders, or other emergencies, any of which make it illegal or impossible to provide the facilities and/or services for your meeting. It is provided that this Agreement may be terminated for any one or more of such reasons by written notice from one party to the other without liability.

INSURANCE

The Wayfarer Inn and the NH Bar Association shall obtain, maintain and provide evidence of insurance upon request in amounts sufficient to provide coverage for any liabilities which may reasonably arise out of or result from the respective obligations pursuant to this contract.

INDEMNIFICATION

Each party hereby agrees to indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action resulting from the gross negligence or intentional misconduct of such party or its respective officers, directors, employees, agents, contractors, members or participants (as applicable), provided that with respect to officers, directors, employees, and agents, such individuals are acting within the scope of their employment or agency, as applicable.

ARBITRATION/DISPUTE RESOLUTION/ATTORNEY'S FEES

Any controversy, claim or dispute arising out of or relating to this Agreement, shall at the option of the Wayfarer Inn be settled through non-binding mediation or binding arbitration conducted in accordance with the rules of the American Arbitration Association or through an action brought in any court of competent jurisdiction in the State in which the Wayfarer Inn is located for trial and determination by such court sitting without a jury, under the law of such State in either case. In connection with any such litigation, including appellate proceedings, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs. In addition, NH Bar Association shall be responsible for payment of attorneys' fees and interest associated with the Wayfarer Inn's efforts to collect monies owed under the terms of this Agreement. The parties consent to the exclusive jurisdiction of a court of competent jurisdiction in the State in which the Hotel is located and to service of process outside the State in which the Wayfarer Inn is located pursuant to the applicable requirements of such court in any matter so submitted to it and THE PARTIES EACH EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY. Any judgment or award rendered by the arbitration as referenced above may be entered in any court in the State in which the Wayfarer Inn is located having jurisdiction thereof or in any court having jurisdiction over the party against whom judgment is sought to be enforced. Neither party shall under any circumstances be responsible for indirect, consequential or punitive damages.

NOTICE

Any notice required or permitted by the terms of this contract must be in writing. Notice must be sent by certified or registered mail, return receipt requested, or by a recognized overnight courier service with provision for a receipt. Notices shall be deemed effective as of the date shown on the receipt.

WAIVER

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

SIGNATURE

This contract, with exhibits attached (if any), constitutes the entire agreement between the parties and may not be amended or changed unless done so in a writing signed by the Wayfarer Inn and NH Bar Association.

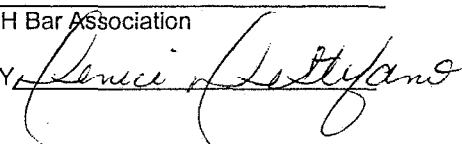
The undersigned represent that they are authorized to sign and enter into this contract.

If either party uses a fax transmittal, then the fax copy shall serve as an original until an actual original is executed and received by both parties.

ACCEPTED AND AGREED TO:

NH Bar Association

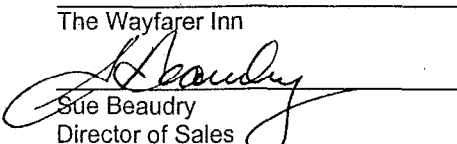
BY



Date

4-15-03

The Wayfarer Inn


Sue Beaudry
Director of Sales

Date

4-8-03