



HAPUNA BEACH PRINCE HOTEL

KOHALA COAST

LETTER OF AGREEMENT

PREPARED FOR:

HCIC FORUM 2013

ON BEHALF OF:

HAWAII CAPTIVE INSURANCE COUNCIL

FOR OPERATION AT THE:

HAPUNA BEACH PRINCE HOTEL

GROUP DATES:

November 3, 2013- November 9, 2013

SUBMITTED TO:

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SUBMITTED BY:

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DATE SUBMITTED:

September 27, 2012

ROOM COMMITMENT

The following block of rooms is currently being held for HAWAII CAPTIVE INSURANCE COUNCIL at the Hapuna Beach Prince Hotel.

	Sun 11/03	Mon 11/04	Tue 11/05	Wed 11/06	Thu 11/07	Fri 11/08
Rooms	15	48	135	156	114	32

Estimated total rooms nights of 500 between both the Mauna Kea Beach Hotel and the Hapuna Beach Prince Hotel

ROOM RATES

Run of House \$179
 Kamaaina Run of House \$149
 Ocean Front Suite \$359

Mauna Kea Beach Hotel -
 Golf Vista or Plumeria Beach Club \$299

We are pleased to offer the above confidential group rates. All rates are single or double occupancy and are subject to applicable occupancy and sales tax, which is currently 13.416% (subject to change). Should the group fall below a minimum of 100 rooms on the peak nights of November 5-7, 2013 at the discretion of the Hapuna Beach Prince Hotel the rate will be converted to current best available rate for the room categories that are reserved or occupied.

- Run of House at Hapuna Beach Prince Hotel consists of Terrace View, Partial Ocean and Ocean View categories.
- The group rates quoted above are (net) non-commissionable.
- Taxes: Current Hawaii State tax is 4.166% and Hotel tax is 9.25% totaling 13.416%.

PUBLISHED RACK RATES

For comparison purposes, the following is a listing of our current published rack rates for 2012.

HAPUNA BEACH PRINCE HOTEL

Terrace View	\$415.00
Partial Ocean View	\$500.00
Ocean View	\$575.00
Premium Ocean View	\$615.00
Ocean Front	\$700.00
Ocean Front Suite	\$1,000.00
Hapuna Suite	\$7,000.00

THIRD PERSON CHARGE

Maximum guestroom capacity is three (3) adults, or (2) adults and two (2) children. Children 17 years and under while traveling with an adult are complimentary when they utilize existing

bedding in the same room. Third person charge of \$60.00 will apply to a third adult occupying the same room. A rollaway bed is included in this charge.

ROLLAWAY BED CHARGE

This charge of \$40.00 is to be applied where an additional bed is requested. For example: Two adults and one child (no Third Person Charge applies) but should the parents request a rollaway bed then the rollaway charge is to apply.

RESORT PARKING CHARGE

Self parking has been waived and valet parking is \$20.00 per day.

PORTERAGE

A mandatory fee for the handling of luggage in and out of the hotel will apply. Porterage is currently \$8.00 plus 4.166% tax per person, round trip, and is subject to change. Porterage will be posted to the individual guest folio.

HOUSEKEEPING SERVICES

The room attendant gratuity will be at the guest's discretion.

CHECK IN / CHECK-OUT TIME

Check-in time begins at 3:00 p.m. Your attendees may check in earlier depending on occupancy levels and availability of ready rooms. In order to streamline the check-in process, the Hotel would appreciate receiving flight arrival times for the group, if available by October 4, 2013. Room assignments prior to 3:00 p.m. are subject to availability. Check-out time is 12:00 noon. Requests for a late checkout should be directed to the front desk the evening prior to departure, and are **subject to availability** based on occupancy levels and availability of "ready" rooms for newly arriving guests the next day.

The following late check-out fees will apply per room and are subject to 13.416% Hotel and State taxes:

12:00 noon – 2:00 p.m.: Complimentary
2:00 p.m. – 6:00 p.m.: \$100.00
6:00 p.m. – 8:00 p.m.: Full rate

THREE-DAYS PRE/POST CONVENTION RATES

The Hapuna Beach Prince Hotel will be happy to extend your special group rates three (3) days prior to and after your contracted program dates of November 3, 2013 - November 9, 2013, subject to availability.

Rooms reserved outside of these dates will be confirmed at the published rack rates. Responsibility for payment of these extensions must be determined in advance. Like any reservation, your pre/post extension must be guaranteed to the hotel, and is subject to applicable cancellation policies. One of the following will apply for all pre/post stays:

1. For individuals extending on their own, a two-night deposit must be received by the hotel no later than thirty (30) days prior to arrival. Any cancellation within thirty (30) days of arrival will be assessed a cancellation charge equal to two (2) night's room charge. This will include no-shows and early checkouts.
2. For individual extensions noted on the group rooming list, a letter of guarantee must be received by the Hapuna Beach Prince Hotel from the client indicating responsibility for payment on the master account. Any cancellation within thirty (30) days of arrival will be assessed a cancellation charge equal to two (2) night's room charge.

RESORT SERVICES

The following services and amenities are provided by the Hapuna Beach Prince Hotel and are subject to change.

- No mandatory resort fees
- Cold oshibori and tropical punch upon arrival to the Resort
- Welcome amenities include in room coffee makers with coffee replenished daily at no charge.
- Complimentary admission to the Fitness Center, including exercise equipment, steam room, sauna and locker rooms at the Hapuna Fitness Center.
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SPECIAL CONCESSION (Hapuna Beach Prince Hotel)

- Two (2) complimentary rooms for two (2) nights for site inspection or pre planning
- One (1) complimentary room night for every forty (40) revenue room nights on a accumulative basis including pre and post nights
- Two (2) staff rooms at the special rate of \$129.00 per night
- One (1) upgrade at the group rate of \$179.00 to an one-bedroom Ocean Front Suite for every twenty (20) fully paid guest rooms per day, additional Ocean Front Suites will be at the special rate of \$359.00 + taxes per night.
- Special Mauna Kea Rates of \$299.00 for Plumeria Beach Club or Golf Vista
- Complimentary self parking.
- Hotel will honor 2012 banquet menu prices
- Meeting room rental fees has been waived based on the current 2012 banquet F&B estimated purchase of \$20,000.00
- Meeting room set up of classroom tables with chairs and exhibitors tables with two chairs has been waived. Any additional setup requested by client, fees will apply.
- Hotel will provide shuttle transportation between hotels for meetings and function
- Special Hapuna Golf Tournament rate of \$50.00 plus tax per player per round and \$195 at the Mauna Kea Golf Course

The above concessions are offered based upon a minimum of 400 total room nights. Concessions are subject to renegotiation at the hotel's discretion should the minimum not be attained.

SCHEDULE OF EVENTS

In addition to the outlined rooms and suites, the Hapuna Beach Prince Hotel has also reserved meeting and function space according to the following program.

Date	Start Time	End Time	Function	Room	Setup	Agr
Thursday						
10/31/2013	12:00AM	11:59 PM	Storage	Board Room B		
Friday						
11/1/2013	12:00AM	11:59 PM	Storage	Board Room B		
Saturday						
11/2/2013	12:00 AM	11:59 PM	Storage	Board Room B		
Sunday						
11/3/2013	12:00 AM	11:59 PM	Storage	Board Room B		
Monday						
11/4/2013	12:00 AM	11:59 PM	Storage	Board Room B		
11/4/2013	8:00 AM	5:00 PM	Meeting	Board Room A	Existing	6
11/4/2013	8:00 AM	5:00 PM	Meeting	Hau/Lehua	Classroom Style	100
11/4/2013	8:00 AM	5:00 PM	Meeting	Hau	Conference	20
11/4/2013	8:00 AM	5:00 PM	Meeting	Lehua	Conference	20
11/4/2013	8:00 AM	5:00 PM	Exhibit	Prefunction Area	See Diagram	20
11/4/2013	8:00 AM	5:00 PM	Registration	Prefunction Area	Registration	6
11/4/2013	8:00 AM	5:00 PM	Meeting	Makai Salon	Classroom Style	225
11/4/2013	8:00 AM	5:00 PM	Meeting	Mauka Salon	Classroom Style	100
11/4/2013	8:00 AM	5:00 PM	Meeting	Koa	Conference	20
11/4/2013	8:00 AM	5:00 PM	Meeting	Milo	Conference	12
11/4/2013	8:00 AM	4:00 PM	Meeting	Kamani, Hakone, Coast Grille (tentative)	Conference	20
Tuesday						
11/5/2013	12:00 AM	11:59 PM	Storage	Baord Room B		
11/5/2013	12:00 AM	11:59 PM	Meeting Planner Room	Board Room A	Existing	6
11/5/2013	8:00 AM	5:00 PM	Meeting	Milo	Conference	12
11/5/2013	8:00 AM	5:00 PM	Meeting	Koa	Conference	20
11/5/2013	12:00 PM	4:15 PM	Exhibit	Prefunction Area	See Diagram	20
11/5/2013	12:00 PM	4:15 PM	Registration	Prefunction Area	Registration	6
11/5/2013	1:00 PM	2:45 AM	Meeting	Makai Salon	Classroom Style	225
11/5/2013	1:00 PM	2:45 PM	Meeting	Mauka Salon	Classroom Style	100
11/5/2013	2:45 PM	3:00 PM	Break	Breezeway	See Diagram	225
11/5/2013	3:00 PM	4:15 PM	Meeting	Makai Salon	Classroom Style	225
11/5/2013	3:00 PM	4:15 PM	Meeting	Mauka Salon	Classroom Style	100
11/5/2013	3:00 PM	4:15 PM	Meeting	Hau/Lehua	Classroom Style	100
11/5/2013	8:00 AM	5:00 PM	Meeting	Hau	Conference	20
11/5/2013	8:00 AM	5:00 PM	Meeting	Lehua	Conference	20
11/5/2013	8:00 AM	4:00 PM	Meeting	Kamani, Hakone, Coast Grille (tentative)	Conference	20
Wednesday						
11/6/2013	12:00 AM	11:59 PM	Storage	Baord Room B		
11/6/2013	12:00 AM	11:59 PM	Meeting Planner Room	Board Room A	Existing	6
11/6/2013	7:00 AM	12:30 PM	Golf Tournament	Hapuna Golf Course		
11/6/2013	8:00 AM	5:00 PM	Exhibit	Prefunction Area	See Diagram	20
11/6/2013	8:00 AM	4:00 PM	Meeting	Kamani, Hakone, Coast Grille	Conference	20

				(tentative)		
11/6/2013	8:00 AM	5:00 PM	Meeting	Koa	Conference	20
11/6/2013	8:00 AM	5:00 PM	Meeting	Milo	Conference	12
11/6/2013	10:00 AM	5:30 PM	Registration	Prefunction Area (All)	Registration	6
11/6/2013	12:30 PM	1:30 PM	Lunch	Arnie's		120
11/6/2013	5:00 PM	8:00 PM	Meeting	Courtyard / Breezeway	See Diagram	250
11/6/2013	8:00 PM	10:00 PM	Reception	Kamani	See Diagram	
Thursday						
11/7/2013	12:00 AM	11:59 PM	Storage	Board Room B		
11/7/2013	12:00 AM	11:59 PM	Meeting Planner Room	Board Room A	Existing	6
11/7/2013	7:00 AM	4:00 PM	Registration	Prefunction Area (All)	Registration	6
11/7/2013	7:30 AM	8:45 AM	Breakfast Buffet	Courtyard	Rounds	225
11/7/2013	8:00 AM	5:00 PM	Exhibit	Prefunction Area	See Diagram	20
11/7/2013	8:00 AM	4:00 PM	Meeting	Kamani, Hakone, Coast Grille (tentative)	Conference	20
11/7/2013	8:00 AM	5:00 PM	Meeting	Milo	Conference	12
11/7/2013	8:00 AM	5:00 PM	Meeting	Koa	Conference	20
11/7/2013	8:45 AM	9:00 AM	Meeting	Makai Salon	Classroom Style	225
11/7/2013	9:00 AM	10:15 AM	Meeting	Makai Salon	Classroom Style	225
11/7/2013	10:15 AM	10:30 AM	Break	Breezeway	See Diagram	225
11/7/2013	10:30 AM	12:15 PM	Meeting	Makai Salon	Classroom Style	225
11/7/2013	10:30 AM	12:15 PM	Meeting	Mauka Salon	Classroom Style	100
11/7/2013	10:30 AM	12:15 PM	Meeting	Hau/Lehua	Classroom Style	100
11/7/2013	12:15 PM	1:00 PM	Lunch	Coast Grille	See Diagram	225
11/7/2013	1:00 PM	1:45 PM	Meeting	Coast Grille	See Diagram	225
11/7/2013	1:45 PM	3:00 PM	Meeting	Hau/Lehua	Classroom Style	100
11/7/2013	1:45 PM	3:00 PM	Meeting	Makai Salon	Classroom Style	225
11/7/2013	1:45 PM	3:00 PM	Meeting	Mauka Salon	Classroom Style	100
11/7/2013	3:00 PM	3:15 PM	Break	Breezeway	See Diagram	225
11/7/2013	3:15 PM	4:30 PM	Meeting	Mauka Salon	Classroom Style	100
11/7/2013	3:15 PM	4:30 PM	Meeting	Hau/Lehua	Classroom Style	100
11/7/2013	3:15 PM	5:00 PM	Meeting	Makai Salon	Classroom Style	225
Friday						
11/8/2013	12:00 AM	11:59 PM	Storage	Board Room B		
11/8/2013	12:00 AM	11:59 PM	Meeting Planner Room	Board Room A	Existing	6
11/8/2013	7:30 AM	8:30 AM	Breakfast Buffet	Courtyard	Rounds	225
11/8/2013	7:30 AM	1:00 PM	Registration	Prefunction Area (All)	Registration	6
11/8/2013	8:00 AM	12:00 PM	Exhibit	Prefunction Area	See Diagram	20
11/8/2013	8:00 AM	4:00 PM	Meeting	Kamani, Hakone, Coast Grille (tentative)	Conference	20
11/8/2013	8:00 AM	5:00 PM	Meeting	Koa	Conference	20
11/8/2013	8:00 AM	5:00 PM	Meeting	Milo	Conference	12
11/8/2013	8:30 AM	11:00 AM	Meeting	Lehua Salon	Classroom Style	100
11/8/2013	8:30 AM	11:00 AM	Meeting	Mauka Salon	Classroom Style	100
11/8/2013	8:30 AM	11:00 AM	Meeting	Makai Salon	Classroom Style	225
11/8/2013	11:00 AM	11:15 AM	Break	Breezeway	See Diagram	225
11/8/2013	11:00 AM	12:30 PM	Meeting	Makai Salon	Classroom Style	225
11/8/2013	11:00 AM	12:30 PM	Meeting	Mauka Salon	Classroom Style	100
11/8/2013	11:00 AM	12:30 PM	Meeting	Lehua Salon	Classroom Style	100

Combined meeting room rental for the above space has been waived based on this program's anticipated room block and estimated food and beverage revenue. Should your contracted room block and food and beverage requirements be reduced by 80% or more, the hotel has the right to renegotiate rates and terms stated in this agreement.

The contract guarantees that we will provide space to accommodate these requirements in a comfortable fashion. Function rooms are assigned according to the number of persons expected to

attend, and may be changed by the Hotel if attendance declines or other circumstances change. In such event, the Hotel will provide alternate suitable arrangements to meet the requirements of the group. Meeting and function space is reserved for time indicated. Additional set up and tear down time, if needed, must be specified on the program of events. Any new function space requirements subsequent to the program outlined above shall be subject to space availability at the time requested.

Any entertainment or events to be held on property that are booked by the client direct or through an outside vendor must be approved by the Conference Services Department. No signs or banners shall be displayed without the approval of the convention service manager who will be assigned to the program.

Outdoor functions may require additional set up/labor charges as determined by our Conference Services Department.

FOOD & BEVERAGE

Food and beverage prices are subject to a 20% service charge and a 4.166% State tax (subject to change without notice). In order to provide you with a superior guest experience, we allocate a portion of the service fee to our employees as tips or wages and a portion of the service fee to pay for costs or expenses other than wages and tips of employees. Please note that by law service charges are taxable.

Final menu selections must be submitted to our Conference Services Department no later than twenty one (21) days prior to the group's arrival, otherwise, items selected cannot be guaranteed. The standard at the Hapuna Beach Prince Hotel is to set 5% over the guaranteed attendance. Should attendance exceed the overset, a \$10.00 surcharge will be added to each additional meal served. Guaranteed attendance may not be reduced and charges will be made accordingly. Outdoor functions—including theme parties and all plated meals—are subject to additional set-up charges for lighting, equipment and any décor as determined by your conference services manager.

Based upon the program of events outlined in this agreement, Hapuna Beach Prince Hotel anticipates a **minimum of \$20,000.00** in catered food and beverage revenue (derived from resort average banquet checks). This amount is calculated on, and limited to, catered food and beverage only. It does not include revenue generated by service charges, taxes, labor, restaurant charges, audio-visual, or other miscellaneous charges. Should it become necessary to cancel any or all of your catered functions after confirmation of this agreement, the Hapuna Beach Prince Hotel will be entitled to liquidated damages, based on the following scale.

- ❖ Between ninety (90) and thirty one (31) days prior to arrival, an amount equal to fifty percent (50%) of the estimated catered food and beverage revenue per cancelled event will be assessed.
- ❖ Between thirty (30) days and six (6) days prior to the arrival date, an amount equal to seventy-five (75%) of the estimated catered food and beverage revenue per cancelled event will be assessed.

- ❖ Between five (5) days prior to the arrival date and the departure date, an amount equal to one hundred (100%) of the estimated catered food and beverage revenue per cancelled event will be assessed.

MAUNA KEA RESORT GOLF COURSES

The following 2012 Mauna Kea Resort golf rates are offered as the current hotel guest rates, which include half cart on share basis and green fees are listed below. These rates are subject to change to the most current applicable guest rates offered at the time of group's arrival. Rental equipment is also available at both pro-shops.

<u>Course</u>	<u>Guest Rate</u>
Hapuna Golf Course – Arnold Palmer	\$125.00 per person, per round
Hapuna Kamaaina Golf Rate	\$60.00 per person, per round
Mauna Kea Golf Course – Trent Jones Sr.	\$195.00 per person, per round

GUEST ROOM RELEASE DATE

All rooms will be held until October 4, 2013. After this date, any non-guaranteed portion of the room block will be released for general sale. The Hapuna Beach Prince Hotel will at its sole discretion continue to accept reservations after the cut-off dates on a space available basis at the group rates.

INDIVIDUAL RESERVATIONS

Upon receipt of signed contract, the sales department will provide a Return Reservation Form which can be photocopied and mailed to attendees. Attendees may then complete and return this form directly to the Prince Resorts Hawaii Central Reservations Office. Toll-free number is 1-866-PRINCE6 (774-6236) or facsimile (808) 944-4491, Email/Scan: reservations@princehawaii.com. Sales department will also provide the link to book room reservations online. Hotel will release detailed rooming list upon request of client.

PAYMENT INFORMATION

Attendees are responsible for payment of their own room, tax, transportation, portorage, room attendant gratuity, and all personal incidentals including shop purchases, sports activities, long distance calls, valet, laundry, room service, and food and beverage at leisure.

After the departure of the program, full payment is due upon receipt of the final billing. Upon request, the hotel will be able to provide direct billing for a portion of your estimated charges. A credit application with references must be completed and received by the hotel no later than sixty (60) days prior to the group's arrival to provide adequate time for processing and approval by our Accounting Department. A credit application form is attached for your review. Upon approval of your credit application, final payment will be due thirty (30) days after receipt of billing. In the event such payment is not made within thirty (30) days after the receipt of the original statement, a late payment charge at a rate of 1.5% per month (annual rate of 18%) on the unpaid balance and the reasonable cost of collection and attorney fees shall be imposed.

REVIEW DATES:
DEPOSIT, ATTRITION & CANCELLATIONS IN ENTIRETY

INITIAL GOOD FAITH DEPOSIT (Monday, October 22, 2012): this agreement is to be signed by your authorized representative and accompanied by a non-refundable, good faith deposit of **\$5,000.00**. Your booking will be confirmed on a definite basis upon receipt of both the signed agreement and good faith deposit which will be applied to the group's master account reflecting a credit.

180 DAY REVIEW DATE TO 121 DAYS: Date: Tuesday, May 7 - Friday, July 5, 2013
Review & Deposit: The Hotel requires an update on the status of the room block indicating the number of rooms to be held.

Attrition: Between signing of contract and 121 days prior to arrival, the Hapuna Beach Prince Hotel will allow a ten percent (10%) reduction in the room block, based on peak night of the program without damages being owed to the resort. Rooms canceled in excess of this amount will be subject to a cancellation fee equivalent to a one (1) night's room charge.

Cancellations in Entirety: Between date of signed contract to within 120 days prior to arrival should your group cancel a charge of twenty-five percent (25%) anticipated room revenue and state applicable tax will be applied. Cancellations must be received in writing, and will be acknowledged upon date of receipt.

120 DAY REVIEW DATE TO 91 DAYS: Date: Saturday, July 6 - August 4, 2013
Review & Deposit: The Hotel requires an update on the status of the room block indicating the number of rooms to be held.

Attrition: See attrition at 180 days.

Cancellations in Entirety: See cancellation at 180 days.

90 DAY REVIEW DATE TO 61 DAYS: Date: Monday, August 5 - September 3, 2013

Review & Deposit: The Hotel will inform you of reservations received to date and reserves the right to increase or decrease room block based on mutual agreement. Twenty-five percent (25%) of anticipated banquet event charges is due at this time. This deposit will be applied to the food and beverage master account.

Attrition: Between 120 days and 31 days prior to arrival, the Hapuna Beach Prince Hotel will allow a ten percent (10%) reduction in the room block based on peak night of the program without damages being owed to the resort. Rooms canceled in excess of this amount will be subject to a cancellation fee equivalent to a one (1) night's room charge.

Cancellations in Entirety: Between date of signed contract to within 90 days prior to arrival should your group cancel in its entirety a charge of twenty-five percent (25%) anticipated room revenue and state applicable tax will be applied. Cancellations must be received in writing, and will be acknowledged upon date of receipt.

60 DAY REVIEW DATE TO 31 DAYS: Date: Wednesday, September 4 - October 3, 2013

Review & Deposit: The Hotel will inform you of reservations received to date and reserves the right to increase or decrease room block based on mutual agreement.

Attrition: See attrition at 90 days.

Cancellations in Entirety: Between date of signed contract to within 60 days prior to arrival should your group cancel in its entirety a charge of fifty percent (50%) anticipated room revenue and state applicable tax will be applied. Also, fifty percent (50%) of anticipated food and beverage revenue will be assessed. Cancellations must be received in writing, and will be acknowledged upon date of receipt.

30 DAY REVIEW DATE:

Date: Friday, October 4, 2013

Review & Deposit: At this time, any rooms being held without a guarantee will be returned to the Hotel inventory for general sale. Reservations received after this point will be accepted on a space available basis at the group rate. The Hotel reserves the right to adjust the meeting and function space assignment based on revised group count.

In addition, for those rooms allocated to your Master Account, full prepayment of room, tax, portage is required along with seventy five percent (75%) of estimated food and beverage expenditures.

Attrition: Between 30 days to arrival, any reduction of rooms within this time period will be considered a cancellation and will be subject to the cancellation policy within this review date.

Cancellations in Entirety: Between date of signed contract to within 30 days prior to arrival should your group cancel in its entirety a charge of seventy-five percent (75%) anticipated room revenue and state applicable tax will be applied. Food & beverage will be subject to the following cancellation policy:

- ❖ Between thirty (30) days and six (6) days prior to the arrival date, an amount equal to seventy-five (75%) of the estimated catered food and beverage revenue per cancelled event will be assessed.
- ❖ Between five (5) days prior to the arrival date and the departure date, an amount equal to one hundred (100%) of the estimated catered food and beverage revenue per cancelled event will be assessed.

Any and all individual room cancellations between thirty (30) days and fourteen (14) days prior to arrival will be assessed a cancellation fee of two (2) nights' room charge.

Individual room cancellations within fourteen (14) days of arrival and any no shows will be assessed a cancellation fee of three (3) nights' room charge.

All cancellations must be received in writing and will be acknowledged upon date of receipt.

In the event an unforeseen personal emergency requires a guest to checkout early, the Hapuna Beach Prince Hotel will review the situation on an individual basis in order to determine payment or rebate of the deposit. Attrition damages will be posted to the master account established for the program and will be due upon departure.

AMERICANS WITH DISABILITIES ACT

The Hotel hereby warrants that the Hotel is in compliance with the applicable provisions of the Americans with Disabilities Act (ADA). The Hotel to the best of its knowledge has complied with all applicable regulations and guidelines of the ADA promulgated pursuant thereto. The Hotel agrees to provide auxiliary aids and services as provided for under the provisions of the ADA whenever such services are required for a conference held at the Hotel.

The Hotel has made every effort to make the premises accessible by removal of barriers wherever reasonable and has provided alternative services wherever barriers cannot be reasonably removed. The Hotel is committed to providing all of its Hotel guests with the best possible guest experience and has provided its employees with training and guidance in order to enhance employee understanding of the services required to comply with the provisions of the ADA.

The Hotel agrees to indemnify HAWAII CAPTIVE INSURANCE COUNCIL in the event that any legal action, claim, or demand suit, or proceeding is filed against HAWAII CAPTIVE INSURANCE COUNCIL alleging that the Hotel facilities or services provided by the Hotel failed to comply with the applicable provisions of the ADA or with any representations made by the Hotel management in regard to such compliance.

OPTION DATE

This commitment is held on a tentative basis until October 22, 2012. Should another organization request the same arrangements on a definite basis prior to this date, HAWAII CAPTIVE INSURANCE COUNCIL will be given seventy-two (72) hours to either confirm or release the commitment being held. After October 22, 2012, the commitment is released automatically, should the hotel not receive signed confirmation and deposit.

These special rates and concessions have been extended based upon the projected size, duration, and functions included with this program. Should there be a change to any or all of these elements, the resort reserves the right to renegotiate the special rates and concessions extended. If this

agreement is returned signed but with changes, it shall not constitute acceptance but rather a counter-offer by you, which may be accepted or rejected by the Hapuna Beach Prince Hotel at its sole discretion.

SPECIAL CONDITIONS/FORCE MAJEURE

This agreement will bind both HAWAII CAPTIVE INSURANCE COUNCIL and the Hapuna Beach Prince Hotel and Mauna Kea Beach Hotel with the exceptions in the following paragraph:

The performance of this agreement by either party is subject to acts of God, war, government disorder, curtailment of transportation facilities, or other emergency, making it inadvisable, illegal, or impossible to provide the facilities to hold the 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 another.

Except for routine maintenance, grooming or cleaning, no non-routine repair, renovation or construction which shall cause a material disturbance has been scheduled in areas of the Hotel reserved by and to be occupied by members and guests of HAWAII CAPTIVE INSURANCE COUNCIL during official dates of the program, except under emergency conditions. In the event of an emergency, the Hotel shall communicate to HAWAII CAPTIVE INSURANCE COUNCIL the areas affected and will utilize its best efforts to minimize noise and unsightly conditions arising from necessary and urgent repairs, construction or restoration taking place.

INDEMNIFICATION

You agree to indemnify and hold us harmless against all claims, damages, expenses (including attorney's fees), and liabilities arising out of or relating to the goods, service and equipment which we are to furnish including, without limitation and which arise out of or relate to the condition of the premises or equipment, except as otherwise provided in this Letter of Agreement, or where such claims, damages, expenses (including attorney's fees), and liabilities are caused by or arise out of the intentional acts or omissions, gross negligence, or negligence of the Hotel, its employees, or agents."

CHANGES, ADDITIONS, MODIFICATIONS

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

HOTEL'S OPTION TO CANCEL

Upon the group's failure to meet the terms and conditions specified, the hotel may exercise the option to cancel space held under this group confirmation and retain existing deposit(s).

OPTION DATE

If these arrangements meet with your approval, please sign and return this document to the attention of the hotel Sales department by October 22, 2012. Acceptance will occur upon receipt of a signed original. An addendum will be issued for any subsequent modification to this Letter of Agreement. This contract will be considered definite and confirmed once all parties have signed this agreement and the hotel is in receipt of the required deposit. An addendum will be issued for any subsequent modification to the confirmation.

It is our understanding that the undersigned is empowered by Hawaii Captive Insurance Council Forum 2013 to accept and confirm this agreement.

We thank you for your business and look forward to providing a world class experience at the Hapuna Beach Prince Hotel.

ACCEPTED BY:

ACCEPTED BY:

Naomi Grace
Group Sales Manager
Hapuna Beach Prince Hotel

Jill Miura
HCIC Education Committee Chair
Hawaii Captive Insurance Council

Date

Date

cc: Conference Services
Reservations
Front Office-HBPH
Front Office-MKBH
Accounting