



GROUP SALES AGREEMENT

DESCRIPTION OF GROUP AND EVENT

The following represents an Agreement between Mainsail Management Group, Inc. as agent for Mainsail SunForest, LP dba Mainsail Suites Hotel and Conference Center (Hotel / Mainsail) and Harbor House Law Press, Inc. (Harbor House) and outlines specific conditions and services to be provided.

ORGANIZATION: Harbor House Law Press, Inc.
CONTACT NAME: Peter W. D. Wright
ADDRESS: Harbor House Law Press, Inc.
PO Box 480
Hartfield, VA 23071
EMAIL ADDRESS: petewright@harborhousetlaw.com
PHONE: (804) 339-1470 cell
(804) 758-8400 office

GROUP ROOM RATES

Based upon Harbor House's total program requirements as outlined in this Agreement, Mainsail confirms the following group rate (net of all taxes).

One Bedroom Suite	\$99.00
Two Bedroom / Two Bathroom Suite	\$99.00

Rates will be offered 2 days pre and post the Conference date, i.e., the nights of January 13, 14, 15, 16, and 17.

Rates are per suite, per night and subject to applicable state and local taxes (currently 12%) in effect at the time of check-in.

METHOD OF RESERVATIONS

Wrightslaw Conference attendees will call Hotel Reservations at (813) 243-2640 or toll free (866) 724-5287 or register online at <http://www.mainsailtampa.com>. The group code will be provided to Harbor House after the contract is signed by both parties. To receive the discounted group rate, individuals will need to reference the group, Wrightslaw Conference or group code when making reservations.

Check-in time is 4:00 pm; checkout time is 12:00 pm. Any checkout after 2:00 pm will incur a charge equal to half of the group rate. Any checkout after 4:00 pm will incur a charge equal to the full group rate. Mainsail will attempt to honor any special requests.

BILLING ARRANGEMENTS

Guests are responsible for all guest room charges.

CUT OFF DATE

Reservations by attendees must be received on or before January 8, 2010. At the cutoff date, Mainsail will review the reservation pick up for the Event, release the unreserved rooms for general sale, and determine whether or not it can accept reservations based on a space and group rate available basis after this date.

COMPLIMENTARY ROOM

On condition that 30 or more room night reservations are received from Wrightslaw Conference guests, Mainsail agrees that Pete Wright of Harbor House will be provided with a complimentary two bedroom, ~~one~~ bathroom suite for the nights of January 13, 14, 15, 16, and 17 to include free wireless internet connection.

*two total nights during these dates
addition of nights @ \$59 per night*

SPECIAL CONCESSIONS

In consideration of this Agreement and the functions identified on the "Function Information Agenda," Mainsail will provide Harbor House the following special concessions:

- Complimentary Meeting Room Rental utilizing two Salons to accommodate 150 individuals, classroom seating, to include complimentary wireless internet connection for the speaker.
- Group rate offered 2 nights pre and post contracted dates, i.e., the nights of January 13, 14, 15, 16, and 17.
- Discounted Audio-Visual package to include: LCD projector, minimum 3,000 lumens, and minimum screen of 8 x 10 feet, for a price of \$400 and wireless microphone with house patch priced at \$75. Prices to include service charge of 22% and 7% tax, for an agreed upon total of **\$612.75**.

FUNCTION INFORMATION AGENDA

Based on the requirements outlined by Harbor House, the Mainsail has reserved the following:

Day	Date	Start	End	Function	Set Up	Attendance
Friday	1/15/2010	08:00 AM	09:00 AM	Registration	Registration 2 6' tables, 2 chairs, trash can	Flow
Friday	1/15/2010	09:00 AM	12:15 PM	Meeting	Classroom with (1) 6' head table	150
Friday	1/15/2010	12:15 PM	01:00 PM	Lunch		125
Friday	1/15/2010	01:00 PM	03:00 PM	Meeting	Existing	150

Mainsail does not guarantee specific rooms, only guarantees adequate space. Space may be re-evaluated based on decrease of room pick up or attendance.

Food and beverage cost for lunch shall be \$17.10 for 125 attendees (\$2,137.50) to include a service charge of 22% and tax of 7% for a total of **\$2,757.38**.

The meeting room rental is free.

FOOD AND BEVERAGE GUARANTEES

It is the responsibility of Harbor House to call the Hotel catering office (813) 243-2620 by Noon, January 12, 2010 with the guarantee. After that date and time, the guarantee may be increased up to 10% but may not be decreased from the original guaranteed number. If no guarantee is received, the expected number of guests on the banquet event order will become the guarantee.

FOOD AND BEVERAGE ATTRITION

Harbor House has committed to the above functions. If any such function is cancelled or there is a reduction of more than 20% in the listed number of people, Harbor House agrees to pay Mainsail within thirty (30) days, as follows:

1. Function is cancelled with advance notice of 72 hours or more 50% of the food and beverage revenue that the Mainsail reasonably estimates that it would have received for such function but for the cancellation (the "Mainsail Revenue Estimate").
2. Function is cancelled with advanced notice of less than 72 hours: 100% of the Mainsail Revenue Estimate for such function.
3. Function attendance is reduced with advanced notice of 72 hours or more 50% of the difference between the Mainsail Revenue Estimate for such function and the actual revenue received for such function.
4. Function attendance is reduced with advance notice of less than 72 hours, 100% of the difference between the Mainsail Revenue Estimate for such function and the actual revenue received for such function.

Revenue estimate referred to in above numbers 1 - 4 will not include service charge or tax.

Mainsail agrees that after receipt of this amount, it will not seek further damages resulting from the cancellation or attrition of such catered functions.

MENU (FOOD & BEVERAGE) SELECTIONS

Mainsail will provide attendees with Harbor House's selection from the 2009 Box lunch menu, including a vegetarian option, and drinks at the price of \$17.10 per person, plus service charge, plus tax.

If Harbor House does not provide the Mainsail with menu selections 4 business days prior to the event, Mainsail reserves the right to produce Chef's selection box lunch at the agreed upon price and client agrees to pay charges of \$17.10 per box lunch plus service charge and tax.

SHIPPING AND RECEIVING

As a part of the Wrightslaw Conference, attendees will receive two books and two CD-ROMs from Harbor House to be used as the conference "text books" and training materials.

Approximately 130 of each book and CD-ROM may be shipped to the Hotel in advance. The boxes containing the items may be stored in the speaker's two-bedroom suite prior to the conference and may be received by the Hotel on or after Monday, January, 11, 2010. Storage will be complimentary.

Shipment of crates and pallets is prohibited. The hotel will not accept or store electronic equipment, i.e. laptop computers, camera equipment, etc. Furthermore, the Hotel assumes no liability for such equipment while on property.

MASTER ACCOUNT CHARGES

Attendees will be responsible for their own room and incidental charges.

Harbor House will be responsible for all authorized and agreed upon audio-visual and food and beverage charges pursuant to this "Group Sales Agreement."

PAYMENT BY CREDIT CARD

If Harbor House pays any portion of its obligation by credit card, the credit card authorization form must be filled out and returned with this Agreement. As a deposit against this Agreement, twenty-five percent of the expected total amount of food and beverage and audio-visual costs shall be charged against the Harbor House credit card upon receipt of this Agreement. A second twenty-five percent shall be charged against the credit card on January 8, 2010.

A final itemized bill reflecting all charges and credit for payment made previously, shall be presented to Harbor House by 5:00 p.m. on the afternoon of January 15, 2010. Balance due shall be charged against the credit card at the end of the event, subject to Mainsail and Harbor House reaching agreement on all charges. All expenses reflected on the Final Bill must have been pre-authorized by either Peter Wright or Sharon Gray.

INDEMNIFICATION AND HOLD HARMLESS

Hotel agrees to defend, indemnify and hold harmless Harbor House from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees, arising out of or resulting from any act undertaken or committed by Hotel pursuant to the performance of its obligations under this Agreement. Hotel also agrees to defend, indemnify and hold harmless Harbor House from any liability resulting from any claim, action or cause of action, which may be asserted by third parties arising out of Hotel's performance pursuant to this Agreement, except for those actions or liabilities which are due to the misconduct or negligence of the Group.

Harbor House agrees to defend, indemnify, and hold harmless Hotel from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees, arising out of or resulting from any act undertaken or committed by Harbor House or any contractors hired or engaged by the Harbor House in connection with the performance of Harbor House's obligations under this Agreement. Harbor House also agrees to defend, indemnify, and hold harmless Hotel from any liability resulting from any claim, action or cause of action, which may be asserted by third parties arising out of the performance of Harbor House's obligations pursuant to this Agreement, except those actions which are due to the misconduct or negligence of Hotel.

IMPOSSIBILITY

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as serious injury or death of Peter W. D. Wright (the speaker), acts of God, war, government regulations, disaster, strikes (except those involving the employees or agents of the party seeking the protection of this clause), civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible to provide or use the Hotel facilities or for the speaker to be able to do his presentation. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical – but in no event longer than (10) days – after learning of such basis.

REPEATED EVENT

In the event that Harbor House hosts another Wrightslaw Conference at Mainsail by August 30, 2011, Mainsail and Harbor House agree that the preceding terms and conditions contained in this Agreement shall be provided for a subsequent Wrightslaw Conference at Mainsail.

CANCELLATION

Upon signing of this contract, Harbor House therefore agrees to pay Mainsail, within thirty (30) days after any cancellation, as liquidated damages and not as a penalty, the amount listed in the chart below.

If cancelled after December 16, 2009 \$2,000.00

ACCEPTANCE

Prior to execution by both parties, this document represents an offer by Mainsail. To place arrangements on a definite basis, a signed copy of this Agreement and credit card information must be received by 12/15/2009 or the room block and meeting space will be released.

Upon receipt by Mainsail of a fully executed version of this Agreement on or before December 15, 2009 or upon Mainsail's acceptance of a fully executed version of this Agreement on such date, the room block and meeting space will be placed on a definite basis and will be binding upon Mainsail and Harbor House.

Mainsail and Harbor House have agreed to and have executed this Agreement by their authorized representatives as of the dates indicated below.

SIGNATURES

Approved and authorized by Harbor House Law Press, Inc. and Mainsail Management Group, Inc.

Approved by Harbor House representative:

Name: (Print)	Peter W. D. Wright
Title: (Print)	Chief Financial Officer
Signature:	<i>PWD Wright</i>
Date:	December 14, 2009

Approved by Mainsail / Hotel representative:

Name: (Print)	Neisja Jones
Title: (Print)	Director of Sales
Signature:	<i>Neisja Jones</i>
Date:	<i>12.14.09</i>