

2012

**NINTH CIRCUIT JUDICIAL CONFERENCE
CONTRACT**



Hyatt Regency Maui
200 Nohea Kai Drive
Lahaina, Maui, HI 96761-1985 USA

Telephone: 808.661.1234
FAX: 808.667.4499
www.mauhi.hyatt.com

November 5, 2010

Ms. Phyllis Riddell
Conference and Meeting Coordinator
Judicial Council of the Ninth Circuit
Office of the Circuit Executive
95 Seventh Street, Suite 429
San Francisco, CA 94103

Aloha Phyllis,

Thank you so much for your continued support of the Hyatt Regency Maui Resort and Spa, and we are excited to welcome you and the Ninth Circuit Judicial Conference attendees back in August 2012. Attached is a copy of the countersigned Group Sales Agreement for your reference and records.

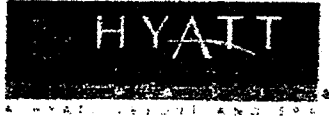
Phyllis, we truly appreciate our partnership with you and the Office of the Circuit Executive, and we can't thank you, Cathy, Renee, and Katie enough for your invaluable support. Mahalo nui loa from the 'ohana at Hyatt Regency Maui Resort & Spa.

Sincerely,

A handwritten signature in black ink, appearing to read "Leah N. Velasco".

Leah N. Velasco, LES
Regional Director
Hyatt Resorts Hawaii





HYATT REGENCY MAUI
200 NOHEA KAI DR

LAHAINA, MAUI, HI 96761-1990 US

Telephone: (808) 661-1234
Fax: (808) 667-4497

GROUP SALES AGREEMENT

Date Prepared: August 23, 2010
Date Revised: October 12, 2010
Group Contact: PHYLLIS RIDDELL

Title: CONFERENCE AND MEETING COORDINATOR

Organization: Office of the Circuit Executive

Address: P.O. Box 193939
San Francisco, CA 94119-3939

Telephone: (415) 355-8972 Fax: (415) 355-8551 E-mail: priddell@ce9.uscourts.gov

Function Name: 9TH CIRCUIT JUDICIAL CONFERENCE

Official Event Dates: August 10 - 17, 2012

Hyatt Sales Manager: LEAH N. VELASCO

Title: REGIONAL DIRECTOR

Telephone: 650-755-5464 Fax: 650-755-5621 E-mail: Leah.Velasco@hyatt.com

OFFICE OF THE CIRCUIT EXECUTIVE (Group) and HYATT REGENCY MAUI (Hotel) agree as follows:

FIRST OPTION

The Hotel agrees to hold the space listed in this agreement on a tentative basis until 10/18/2010. If this agreement is not fully executed by Group and Hotel by 10/18/2010, the Hotel will release the space. If an alternate request is received, the Hotel will notify you and you will have forty-eight (48) hours from Hotel notification to return this executed agreement.

GUEST ROOM BLOCK & RATES

August 2012	8/10	8/11	8/12	8/13	8/14	8/15	8/16	8/17
Day	Fri	Sat	Sun	Mon	Tues	Wed	Thurs	Fri
Run of House (Golf Mountain/Terrace rooms)	50	150	165	165	165	165	100	C/O
Partial Ocean view	20	50	195	195	195	195	100	C/O
Deluxe Ocean view	9	49	167	167	167	167	49	C/O
Ocean suites	-	-	18	18	18	18	-	C/O
Deluxe suites	-	-	4	4	4	4	-	C/O
Palace Suite	1	1	1	1	1	1	1	C/O
Total Rooms	60	250	550	550	550	550	250	C/O

Total room nights - 2,760

GUEST ROOM RATES

The Hotel confirms the following guest room rates:

Run of House	\$230.00
Partial Ocean view	\$240.00
Deluxe Ocean view	\$250.00

Room rates are quoted exclusive of applicable state and local taxes (which are currently 13.416%) or applicable service, or hotel specific fees in effect at the Hotel at the time of the meeting.

The Federal Government attendees are tax exempt.

There is no charge for children eighteen (18) years of age and under sharing the same room as the parents and using existing bedding with a maximum of 4 persons. There is an extra person charge of \$35.00 per night and \$50.00 per night for Regency Club. Rollaways are complimentary based on availability. Existing bedding consists of one (1) king size or two (2) doubles, sofa beds in rooms are on request.

* Any active US Military Attendee with ID and Travel Orders will be tax exempt. Any U.S. Government employee paying with U.S. Government check or credit card will be tax exempt

Hotel will provide to Group a list of all rooms coded to Group on its peak night. Group will compare the peak night rooms occupied list of attendees coded to Group with Group's list of registrants. The list of those meeting attendees not identified on the Hotel's group list will be submitted to the Hotel and the Hotel will check that list against its total in-house list for that peak night. Any guestroom occupied by an individual on Group's exception list, but not coded to Group within the Hotel's system will be credited to Group's pickup.

DEPOSITS/PAYMENT SCHEDULES

The following Schedule will be in effect for the handling of prepayments, deposits, review and final payment of all charges and any organized food and beverage functions:

Deposit: The Hotel policy requires a non-refundable deposit in the amount of \$2,500.00. This amount is due from the Group along with the signed contract. This deposit will be applied to your master account in the form of a credit.

Ninety (90) Days Prior to Arrival (May 10, 2012): A review of the room block will be made. The hotel reserves the right to adjust the room block accordingly.

Sixty (60) Days Prior to Arrival (June 10, 2012): The Hotel will hold all protected rooms for the Group until sixty (60) days prior to arrival. All unsold rooms for which a deposit has not been received will be released into the Hotel's inventory for resale. Any reservations received after this date will be on a space availability basis only, and subject to the prevailing rack rates.

The Federal Government does not pay in advance, and settlement of all master account charges will be paid within thirty (30) days upon receipt of invoice from the Hotel.

Upon Departure

Each individual will be responsible for their incidentals and the balance of their room charges upon check out. Credit card imprints will be taken upon arrival for settlement of individual accounts.

Payment Instructions: All checks should indicate the name of the Group and meeting dates and be mailed to our First Hawaiian Bank lock box. Please send all checks payable in U.S. Funds to the following address:

HYATT REGENCY MAUI RESORT AND SPA # 47737
P.O. Box 1300
Honolulu, HI 96807-1300

Please send a copy of the check with the signed contract to the Hotel at:
HYATT REGENCY MAUI RESORT AND SPA
200 Nohea Kai Drive

Lahaina, HI 96761

CREDIT ARRANGEMENTS

In the event that the Group wishes to set up direct billing for the balance of the Master Account, a credit application must be completed and returned no later than **January 13, 2012** for approval by Hotel. Credit procedures will be provided to Group by the Hotel upon the request for a credit application.

The Federal Government does not pay in advance, and settlement of all master account charges will be paid within thirty (30) days upon receipt of invoice from the Hotel.

Individuals shall be responsible for their own room, tax, incidental charges, and any other charges not authorized by Group to be billed to the Master Account. All charges incurred are to be paid upon checkout. The Group's Master Account is limited to charges for meeting/function room rental, food and beverage functions and other requested services. The Group appoints Ms. Phyllis Riddell to review and approve all charges billed to the Master Account.

RESERVATION METHOD

The Hotel understands that the Group will use a housing form (sent to the Hotel via facsimile) and on-line reservations for all guest room reservations. No reservations will be accepted by the Hotel from individuals via phone call.

Reservations will be guaranteed upon receipt of two (2) nights' deposit from individuals.

NON-COMMISSIONABLE

These rates are confirmed on a net non-commissionable basis.

COMPLIMENTARY ROOMS

The Hotel agrees to provide the Group with one (1) complimentary unit for every fifty-revenue producing guest rooms occupied by the Group on a cumulative basis. This shall be computed by adding together the total paid room usage per night of consecutive night stays over the official event dates and dividing by fifty (50). These credits for rooms may be applied as follows:

The Hyatt Regency Maui Resort and Spa agrees to provide the Office of the Circuit Executive with one (1) complimentary unit per every fifty paid rooms occupied on a cumulative basis by the Group's attendees over the official dates of the Group's meeting at the convention rate. Suites offered at discounted rates will count as one complimentary unit towards the complimentary allotment. The official dates of the meeting are those dates listed on the front page of the contract. This shall be computed by adding together the total paid room usage per night during the meeting period and dividing by fifty (50). These credits may be applied as follows:

HYATT REGENCY MAUI RESORT AND SPA	
1 Standard Guest Room	1 unit
1 Bedroom Ocean Suite	3 units
2 Bedroom Ocean Suite	4 units
1 Bedroom Deluxe Ocean Suite	5 units
2 Bedroom Deluxe Ocean Suite	6 units
1 Bedroom Regency Deluxe Suite	7 units
2 Bedroom Regency Deluxe Suite	8 units
1 Bedroom Presidential Suite	9 units

Complimentary room units may not be used as credit. Complimentary room nights not used have no value.

CONCESSIONS

The Hyatt Regency Maui is pleased to offer the following concessions. In the event the overall Group Room Nights decreases by more than 10%, these special concessions may be subject to re-negotiation.

- Complimentary welcome lei greet and non-alcoholic fruit punch up on group's arrival
- One (1) one-bedroom Palace Suite complimentary for up to 7 nights; additional night at \$1,500.00 per night, based upon availability.
- Eighteen (18) one-bedroom Ocean Suite at the Group rate - \$25.00 resort fee, for up to 4 nights; additional night at \$650.00 per night, based upon availability.
- Four (4) one-bedroom Deluxe Suites at the Group rate - \$25.00 resort fee, for up to 4 nights; additional night at \$950.00 per night, based upon availability.

REBATE

The Group will be provided with a rebate to the Group's master account based on the following number of paid/actualized guest room nights:

- 1001+ Paid Room Nights - \$20,000.00 Rebate to Master Account
- 389 - 1000 Paid Room Nights - \$10,000.00 Rebate to Master Account
- 251 - 388 Paid Room Nights - \$5000.00 Rebate to Master Account
- 101 - 250 Paid Room Nights - \$2500.00 Rebate to Master Account
- 51 - 100 Paid Room Nights - \$1000.00 Rebate to Master Account
- 25 - 50 Paid Room Nights - \$500.00 Rebate to Master Account

PRE/POST RATES

The Hyatt Regency Maui Resort and Spa will be pleased to extend the special group rates for three (3) days prior and three (3) days after the official main program dates of August 10 - 17, 2012, subject to availability. Therefore, these rates would be in effect from August 7 - 20, 2012.

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, the pre/post extension must be guaranteed to the Hotel and must be subject to applicable cancellation policies.

SERVICE CHARGE / HOUSEKEEPING GRATUITIES

The Federal Government is tax exempt.

Porterage charges are mandatory per the Hotel's union contract for all groups, and are currently established at \$8.00 per person, round trip, plus Hawaii state tax, which is currently 4.166%, subject to change. This rate is based on two (2) bags per person. Unless otherwise instructed, these charges will be posted to the master account. In situations where the individuals will be responsible for these charges, porterage will be posted to their folio and must be settled upon departure from the Hotel. For purposes of this section, "person" includes children of all ages.

Please initial:

CK Porterage to be posted to the individual's folio.

Although housekeeping gratuities are up to the individual's discretion, \$3.00 per room, per day, is recommended.

Please initial:

CK Housekeeping gratuities will be up to the individual's discretion.

RESORT FEE

A daily resort fee of \$25.00 inclusive of tax provides the following services and amenities to enhance the guest experience.

- Admission for (2) persons daily to the oceanfront Spa Moana Fitness Center
- Maui News delivered Monday through Friday to guestroom
- Access calls to 800/888 phone numbers
- Local telephone calls
- In-room coffee and tea
- In-room safe
- One (1) hour tennis court time

XX Resort Fee to be posted to the individual's folio.

* This fee is fully reimbursable for any active U.S. Military Attendee with ID and Travel Orders or any U.S. Government employee paying with U.S. Government check or credit card. Please reference the Federal Travel Regulation (FTR) (41CFR 300-304), specifically part 301-12.

CUT-OFF DATE

The "cut-off date" is 7/10/2012. Reservation requests received after the cut-off date will be based on availability at the Hotel's prevailing rates and will be credited to the Group's Guest Room Block.

FUNCTION SPACE COMMITMENT

The Hotel is currently holding function space based on the attached Program of Events. This is considered to be a firm commitment by the Group and any increase or decrease to that commitment may result in a modification of room rental by the Hotel. All function and meeting space is assigned by the Hotel according to the number of persons guaranteed to attend the Group's function. The Hotel reserves the right to reassign the space listed on the Program of Events to accommodate both the Group and all other groups using the Hotel's facilities during the Group's meeting. A failure to submit a finalized Program of Events to the Hotel by 5/10/2012 may result in a release by the Hotel of the space being held for the Group and/or a reassignment to space more suitable for the finalized Program of Events once submitted. The Group agrees to promptly notify the Hotel of any changes in its function space requirements.

FOOD AND BEVERAGE

All banquet food and beverage arrangements must be made through the Hotel. Only food and beverage purchased from Hyatt may be served on Hotel property. The Hotel reserves the right to cease service of alcoholic beverages in the event that persons under the state mandated age limit are present at the function and attempt to receive service of alcoholic beverages. Hotel further reserves the right to deny alcoholic beverage service to guests who appear to be intoxicated.

RIGHTS OF TERMINATION FOR CAUSE

Except as otherwise provided in this Agreement, neither party shall have the right to terminate their obligations under this Agreement. Either party may terminate this Agreement for any one or more of such reasons upon written notice to the other party within five (5) days of such occurrence or receipt of notice of any of the following occurrences. This Agreement is, however, subject to termination for cause without liability to the terminating party, under any of the following conditions:

- a. The parties' performance under this Agreement is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other emergency of a comparable nature beyond the parties' control, making it impossible, illegal or which materially affects a party's ability to perform its obligations under this Agreement.
- b. In the event that either party shall make a voluntary or involuntary assignment for the benefit of creditors or enter into bankruptcy proceedings prior to the date of the Group's meeting, the other party shall have the right to cancel this Agreement without liability upon written notice to the other.
- c. The Hotel shall promptly notify the Group if there is a change in the management company which operates the Hotel prior to the meeting, in which event Group shall have the right to terminate this Agreement without liability upon written notice to the Hotel.
- d. In the event of termination by the Hotel under this section, the Hotel shall refund all deposits and/or prepayments made by the Group within five (5) days of the notice of termination.

INDEMNIFICATION AND HOLD HARMLESS

Hotel agrees to defend, indemnify and hold harmless Group 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 Group 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.

Group agrees to defend, indemnify, and hold harmless Hotel from and against all claims, actions, causes of action, or liabilities, arising out of or resulting from any act undertaken or committed by Group or any contractors hired or engaged by the Group in connection with the performance of Group's obligations under this Agreement. Group 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 Group's obligations pursuant to this Agreement, except those actions which are due to the misconduct or negligence of Hotel

INSURANCE

The Federal Government is self-insured.

Group and Hotel are required to insure their obligations set forth in the section entitled 'Indemnification and Hold Harmless' above, and to provide evidence of such insurance upon request. For any activity introduced onto the premises by an outside contractor hired by Group, Group will be fully responsible for the actions of such outside contractor. Upon request, Group will provide a certificate of insurance covering the actions of such outside contractor, naming the Hotel Owner and Hyatt Corporation as additional insured's with regard to the activities of such outside contractor.

AMERICANS WITH DISABILITIES ACT

Compliance by the Hotel - The Hotel shall be responsible for complying with the public accommodations requirements of the Americans with Disabilities Act (ADA) not otherwise allocated to the Group in this agreement, including: (i) the 'readily achievable' removal of physical barriers to access to the meeting rooms, sleeping rooms, and common areas (e.g., restaurants, rest rooms, and public telephones); (ii) the provision of auxiliary aids and services where necessary to ensure that no disabled individual is treated differently by the Hotel than other individuals; and (iii) the modification of the Hotel's policies, practices, and procedures applicable to all guests and/or groups as necessary to provide goods and services to disabled individuals (e.g., emergency procedures and policy of holding accessible rooms for hearing and mobility impaired open for disabled individuals until all remaining rooms are occupied). Any extraordinary costs for special auxiliary aids requested by the Group shall be borne by the Group provided the Hotel notifies the Group of such cost in writing.

Compliance by the Group - The Group shall be responsible for complying with the following public accommodations requirements of ADA: (i) the 'readily achievable' removal of physical barriers within the meeting rooms utilized by the Group which the Group would otherwise create (e.g., set-up of exhibits in an accessible manner) and not controlled or mandated by the Hotel; (ii) the provision of auxiliary aids and services where necessary to ensure effective communication of the Group's program of disabled participants (e.g., Braille or enlarged print handouts, interpreter or simultaneous videotext display); and (iii) the modification of the Group's policies, practices and procedures applicable to participants as required to enable disabled individuals to participate equally in the program.

Mutual Cooperation in Identifying Special Needs - The Group shall identify in advance any special needs of disabled registrants, faculty and guests requiring accommodation by the Hotel and will notify the Hotel of such needs for accommodation in writing as soon as they are identified to the Group. Whenever possible, the Group shall copy the Hotel on correspondence with attendees who indicate special needs as covered by ADA. The Hotel shall notify the Group of requests for accommodation which it may receive otherwise than through the Group to facilitate identification by the Group of its own accommodation obligations or needs as required by ADA.

CONFLICT OF INTEREST/CLIENT COMPETITORS

The Group shall notify the Hotel within 14 days of executing this agreement of any entity it reasonably determines to be a direct competitor of the Group. Due to the sensitive nature of the Group's program, the Hotel agrees it will consult with the Group should any competitor request space at the Hotel over the peak dates as those the Hotel is holding for the Group hereunder. If the Group reasonably determines that accepting such competitor's business during the same dates would be a direct conflict of interest with the Group's program, the Hotel agrees not to contract with such competitor over those dates.

CONSTRUCTION OR RENOVATION

In the event the Hotel will be undergoing any material construction or renovation during the event dates, the Hotel shall promptly notify the Group, and the Group shall have the right to cancel this Agreement without liability upon written notice to the Hotel if, in the reasonable judgment of the Group and the Hotel, such construction or renovation will materially interfere with the Group's ability to hold the event.

RELOCATION CLAUSE

In the event the Hotel does not provide the number of rooms guaranteed and the rooms are needed by the Group, the Hotel shall, at its own expense:

1. Secure, and pay for, comparable nearby accommodations for the nights the hotel is not able to accommodate attendees.
2. Provide transportation to and from such rooms.
3. Provide one (1) local or one (1) long distance telephone call (not to exceed 10 minutes) each day during which the rooms are not provided and guests must be housed elsewhere.

Any rooms relocated will continue to count towards the complimentary room count and commission will be honored by Hotel for alternate hotel used.

CHANGES; NOTICE

Any changes to these terms must be made in writing and signed by both parties to be effective. Any modifications, additions or corrective lining out made on this Agreement will not be binding unless such modifications have been signed or initialed by both parties. Any notice hereunder shall be given to the individuals listed on the first page of this Agreement at the addresses set forth herein. Notice must be given through certified or registered mail, return receipt requested, overnight delivery, with a signature signifying receipt, or by facsimile in order to be effective under this agreement and shall be deemed delivered upon receipt.

DAMAGES

Neither party shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, even if such party has knowledge of the possibility of such damages.

WAIVER

If one party agrees to waive its right to enforce any term of this Agreement, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Agreement.

BINDING AGREEMENT

This Agreement, along with the attachments called The Program of Events and the Hotel's Information Sheet, which are incorporated herein by reference, are all of the terms agreed to by the parties. Any changes to these terms must be made in writing and signed by both parties to be effective. All prior agreements, verbal or written, are no longer effective once this Agreement is signed by the parties.

ENFORCEABILITY

If any provision of the Agreement is unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

FACSIMILE SIGNATURES

This signature page may be signed by the parties and sent by electronic transmission (facsimile) and shall be acceptable to the Hotel to hold the space; provided, however, that if the Hotel does not receive the Agreement executed by the Group with the original signature without any further changes within seventy-two (72) hours of the date shown on the facsimile signature page, the Hotel reserves the right not to hold the space and otherwise to avoid any obligations under this Agreement.

When signed by representatives of both parties, this Agreement, (which includes The Program of Events and the Hotel's Information Sheet) constitutes a binding agreement between the Group and the Hotel.

By the Hotel's
Authorized Representative

By: *Leah N. Velasco*
Name: LEAH N. VELASCO
Title: REGIONAL DIRECTOR,
HYATT RESORTS HAWAII

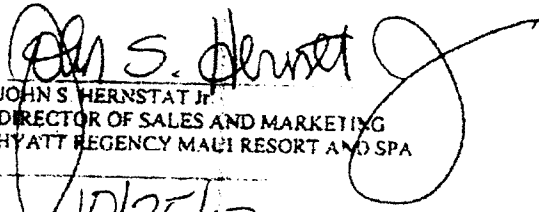
Date: 10/21/2010

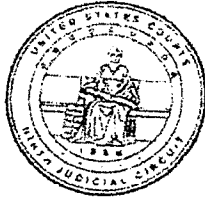
By the Group's
Authorized Representative

By: *Cathy Carter*
Name: CATHY CARTERSON
Title: CIRCUIT EXECUTIVE

Date: 10/21/2010

By:
Name
Title
Date


JOHN S. HARNSTAT II
DIRECTOR OF SALES AND MARKETING
HYATT REGENCY MAUI RESORT AND SPA
10/25/10



INDEMNIFICATION

- S Indemnification and/or Hold Harmless: Facility's indemnification and/or hold harmless provisions must be replaced with the following:

Notwithstanding any other term or provision of this Agreement, the liability of the Government with respect to any claim for personal injury, death, property loss or damage pursuant to this Agreement, shall be limited by and subject to the procedures and terms of the Federal Tort Claims Act and the Anti-deficiency Act and all other applicable Federal Laws and regulations.



CANCELLATION

If the Group would have to cancel for reasons beyond their control, they agree to rebook a meeting of equivalent size within six (6) months after the cancellation date.

If the Group is not able to rebook within the agreed upon time parameters, the Group shall pay the facility for actual lost revenues sustained by reason of cancellation or reduction after the Hotel has made all reasonable attempts to resell the space and has credited all resale group revenues that are contracted between the cancellation date and the meeting dates.

The parties performance under this Agreement is subject to acts of God; war, government laws; regulations, or other government action of any kind: civil disorder; terrorism, fire, accidents, or other casualties; disaster; strikes, lockouts, or labor disputes; inability to obtain labor, materials, food, fuel, electricity, general operational services, or any reasonable substitute; curtailment of transportation facilities; any other civil or governmental emergency; or any other cause or reason beyond the control of either party that would make it inadvisable, illegal, or impossible to perform their obligations under this Agreement. Either party may cancel this Agreement for any one or more of such reasons upon written notice to the other without penalty or prejudice.



**AVAILABILITY OF FUNDS
FOR THE
NEXT FISCAL YEAR**

Funds are not presently available for performance under this contract beyond September 30, 2010. The judiciary's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the judiciary for any payment may arise for performance under this contract beyond September 30, 2010, until funds are made available to the contracting officer for performance and until the contractor receives notice of availability, to be confirmed in writing by the contracting officer.

The funds are anticipated being available on October 1, 2011; pending the U.S. Congress passing the 2012 budget.