



14800 Lakeside Circle, Sterling Heights, MI 4831
Phone: 586-566-0900 Fax: 586-566-8901

RATE AND SERVICE AGREEMENT

The following represents an agreement between TOWNEPLACE SUITES BY MARRIOTT Sterling Heights, MI and VSE CORPORATION valid from January 13, 2009 to December 31, 2009 and outlines specific conditions and services to be provided.

Organization: VSE Corporation
Contact : Lisa Bishop
Name:
Job Title:
Street Address: 2550 Huntington Avenue
City, State/Province: Alexandria, VA
Postal Code: 22303
Country: USA
Phone Number: 703-329-4273
Fax Number:
E-mail Address: ljbishop@vsecorp.com

Guest Room Rates

TOWNEPLACE SUITES BY MARRIOTT agrees to provide room nights in the Hotel to VSE CORPORATION and its employees at the following rates:

Studio Suite	1-4 Nights	5-11 Nights	12-29 Nights	30+ Nights
Standard Rate	\$129.99	\$109.99	\$89.99	\$69.99
VSE Rate	\$77.00	\$77.00	\$77.00	\$59.00

The rates set forth above do not include applicable taxes, fees or travel agent commissions and do not apply to group reservations.

Required Volume

In order to receive the rates set forth above, Customer must utilize at least 100 room nights in the Hotel per year. These rates are subject to quarterly review and may be adjusted by the Hotel based on room night usage.

Reservation Method

Customer may make reservations by calling the Hotel at (586) 566-0900 or by utilizing a preferred travel agency. Travelers must identify themselves as employees of VSE CORPORATION when making the reservation to ensure that they receive the rates set forth above. A valid credit card and picture identification will be required upon check-in.

Guarantee Policy

Customer must guarantee all reservations for late arrival with the Hotel. Methods of guarantee include personal or business credit card or approved Direct Bill/Master Account application from Customer. Cancellations must be made on or before 6:00 p.m. of the day of arrival. If cancellations are made after 6:00 p.m. on the arrival day, then a cancellation charge equal to the first night's room rate and tax will be charged and future dates of the reservation will be cancelled.

Incidental Charges

Room, tax and incidental charges are the responsibility of the individual traveler unless arranged otherwise by VSE CORPORATION prior to guest arrival.

Cancellation of Agreement

Either party may cancel this Agreement with fourteen (14) days prior written notice to the other party. If Customer does not meet the required number of room stays in any quarter, then TOWNEPLACE SUITES BY MARRIOTT reserves the right to revise the rates set forth in this Agreement.

Indemnification

Customer agrees to indemnify, hold harmless and defend TOWNEPLACE SUITES BY MARRIOTT, its employees, agents and contractors, against any and all liability, claims, losses, damages, penalties, charges, fines, injury, death, or damage to persons or property, expenses and costs (including court costs and reasonable attorneys' fees), arising by reason of or in any way relating to the actions or activities of Customer or its employees, agents, contractors or guests at the Hotel.

Miscellaneous

This Agreement may be executed in one or more counterparts each of which when so executed and delivered shall constitute an original, but together said counterparts shall constitute one and the same instrument. Execution copies of this Agreement may be delivered by facsimile, and the parties agree to accept and be bound by facsimile signatures. This Agreement is not assignable by Customer without the prior written consent of TOWNEPLACE SUITES BY MARRIOTT.

Acceptance

Hotel and VSE CORPORATION have agreed to and have executed this Agreement by their authorized representatives as of the dates indicated below.

Signatures

Approved and authorized by VSE CORPORATION

Name: (Print) Lisa Bishop

Title: (Print) Sr. Purchasing Agent

Signature: *L. Bishop for VSE CORP.*

Date: 1/15/09

Approved and authorized by Hotel:

Name: (Print) _____

Title: (Print) _____

Signature: _____

Date: _____