



CASA MONICA
RESORT & SPA

Group Booking Agreement

GROUP NAME: Florida Colleges COP, ICUF, FACU Joint Meeting
MEETING NAME: Florida Colleges COP, ICUF, FACU Joint Meeting
MEETING DATES: May 30 – June 3, 2017
GROUP CONTACT: Doug Ryan, Doug Ryan Consulting
ADDRESS: 113 East College Avenue, Tallahassee, FL 32301
PHONE: 850-567-3212
EMAIL ADDRESS: doug@dougyryanconsulting.com

SALES PERSON: Noel Andersen
PHONE: (904) 819-6161
EMAIL ADDRESS: Noel.Andersen@KesslerCollection.com
ADDRESS: 95 Cordova Street, St. Augustine, FL 32084

First Option:

This Agreement is made and entered into as of Wednesday, October 19, 2016, by and between The Flagler Resort, LTD, as agent for the Casa Monica Resort & Spa (hereinafter referred to as the "Hotel" or "we") and **Florida Colleges COP, ICUF, FACU Joint Meeting** (hereinafter referred to as "group"). These arrangements will be held in your name until: **October 31, 2016**. This agreement must be signed and returned to the Hotel in order to hold space on a definite basis. Should the Hotel be approached by another group prior to this date, the Group will have a 48 hour first right of refusal to confirm these arrangements on a definite basis or release the dates. If a signed copy of this agreement is not received by the Hotel by 5:00 PM on the aforementioned date, the space being held in this agreement will be immediately released by the Hotel. In consideration of the provisions set forth below, the parties agree as follows:

Room Block, Rates And Dates For Your Group:

The Hotel has reserved the following Guest Room Nights ("Room Block") for use by the Group subject to the terms and conditions herein.

Date	Day	General Standard	St Francis Suite	Total Rooms
May 30, 2017	Tuesday	19	1	20
May 31, 2017	Wednesday	84	1	85
June 1, 2017	Thursday	54	1	55
June 2, 2017	Friday	4	1	5

Guestroom Rates And Effective Dates:

Total Guestroom Night Commitment:

Start Date	End Date	Room Type	Single
May 30, 2017	June 2, 2017	General Standard	\$179.00
May 30, 2017	June 2, 2017	St. Francis Suite	\$00.00

Guestroom Commission:

Group guest room rates (except for Staff rooms) quoted by Hotel shall be commissionable to **Doug Ryan Consulting** as agent of record. Commissions shall be paid at the rate of ten percent (10%) of the guest room rate for all blocked rooms actually used/paid for by Group or its attendees over the meeting dates. Commission will not be paid on complimentary, staff rooms or other special rated rooms. Commission will be calculated on the room rate less any applicable rebate and taxes. Should the agent of record change, Hotel will not pay any additional commission. Hotel will not pay commission on rooms that are used by your attendees that are not reserved as part of the Guest Room Accommodation block. No commissions will be paid on cancellation fees or attrition fees collected under the Cancellation or Attrition clauses below. Helms Briscoe is compensated by the hotel with a 10% placement fee for its services. The hotel guarantees that the rates offered are not increased due to the placement fee. Moreover, the hotel further agrees that placement fee for the booking of this meeting is non-cancellable and non-transferable to any other party.

Internet Fees:

Following is an estimate of Internet Fees: **** concession – included in the rate**

Service	Cost
Wireless/Wired Internet in Meeting Space Per Person	\$10
Wired Connection Fee	\$100
Usage requiring hotel upgrade to system	Price TBD

Resort Fee: **included in the rate

A daily resort fee of \$22 includes:

- Bottled Water in room
- Local and Long Distance calls
- Access to Oceanfront Serenata Beach Club and scheduled shuttle service
- High speed Internet Access
- Welcome Drinks

Parking:concession – included in the rate**

The Hotel will provide the Group with **Valet Parking** at an overnight rate of ~~\$25.00~~ **\$18.00**. Attendees not staying overnight will be charged a **\$18.00** Valet Parking fee per day.

Cut Off Date:

The Group shall have a cut-off date equal to thirty (30) days prior to the Group's arrival **April 30, 2017**. At the date of cut-off, the Group must provide a total count of guest rooms that will be guaranteed and held in the block per night. All remaining rooms will be released. Attrition applies at the point of cut-off if any rooms are released from the originally contracted amount. After cut-off date,

Group is liable at 100% for the amount of rooms guaranteed. Additional rooms desired after the cut-off date will be accepted on a space and/or rate available basis only.

Attrition And Cancellation Policies:

The parties agree that the event which is the subject of this Contract will generate revenue for Hotel from a variety of sources, including guest rooms, food and beverage events, and other charges for additional services (including, incidental charges for food and beverage and other hotel amenities) that would be incurred by individual guests and by Group. In the event that Group does not fulfill all of its commitments or cancels in its entirety this Contract, Hotel will suffer damages that will be difficult to determine. The parties agree that the Attrition and Cancellation clauses provide for liquidated damages that have been specifically agreed upon by the parties as a reasonable estimate of the Hotel's losses and do not constitute a penalty of any kind.

Guest Room Attrition:

Group agrees to be held liable to the number of guest room nights set forth in this mutually agreed upon contract. Up until the cut-off date, an attrition fee applies, equal to the difference between **ninety percent (90%)** of the Minimum Revenue and the total guaranteed guest room count provided at cut-off by the Group, plus all applicable taxes. After the cut-off date, attrition no longer applies as all guaranteed rooms are liable at 100%.

Banquet Food And Beverage Minimum:

Hotel is relying on, and Group agrees to provide, a minimum of **\$22,000.00** in banquet food and beverage revenue ("Minimum Food and Beverage Revenue"), excluding service charge and taxes. Should Group fall below this amount, Group will be responsible for the difference between the amount of revenue achieved and the Minimum Food and Beverage Revenue (i.e., the amount necessary to achieve 100% of the Minimum Food and Beverage Revenue). Such amount shall be subject to all applicable taxes, which shall be paid by Group.

Cancellation:

Hotel estimates that the Minimum Revenue it will receive from this event if it is held as agreed pursuant to this Contract is as follows:

Minimum Guest Room Revenue:	\$28,819.00
Minimum Food and Beverage Revenue:	\$22,000.00
Estimated Other Revenue:	\$
Total:	\$50,819.00

If Group elects to cancel this Contract for any reason other than a termination for cause or pursuant to the **Force Majeure** clause of this contract, Group agrees to provide written notice to Hotel accompanied by the payment indicated in the following scale:

From the date of Contract signing to 121 days prior to arrival date	\$25,409.50 (50%)
From 120 days to 91 days prior to arrival date	\$33,032.35 (65%)
From 90 days to 46 days prior to arrival date	\$35,573.30 (70%)
From 45 days or less prior to arrival date	\$50,819.00 (100%)

If such payment does not accompany the Group's cancellation notice, the amount owed by the Group shall be determined in accordance with the scale above by using the date the payment is actually made by Group to Hotel, rather than the date Group provided notice of cancellation to Hotel. The option to cancel is agreed by the parties to constitute the exercise of a contractual option and not a default. The parties further agree that the amounts set forth above are reasonable estimates of the losses that would be incurred by Hotel and include consideration of the possibility of Hotel's ability to mitigate its losses through resale, therefore the reductions applicable in the **Guest Room Attrition** clause will not apply in the event of a cancellation.

Force Majeure:

The performance of this Contract is subject to acts of God, government authority, disaster, or other emergencies, any of which make it illegal or impossible for Hotel to provide the facilities and/or services for Group's event or meeting or that prevent thirty five percent (35%) of the Group's guests from arriving at the hotel at some point during the contracted event dates. It is provided that this Contract may be terminated for any one or more of such reasons by written notice from one party to the other without liability.

Reservation Procedures:

Individual Reservations:

To insure receiving the special Group rate, Group's Guests must identify the Group name, **Florida Colleges COP, ICUF, FACU Joint Meeting**, when making reservations by calling 1-888-627-7468 or by using the group reservation link supplied by the hotel (if applicable). A valid credit card number is required from Group Guests in order to make a reservation.

Every effort will be made to honor specific room type requests including, King or Queen double rooms and etc. Requests are subject to availability at the time of check-in. The Hotel cannot guarantee the availability of requested room types, but will strive to honor the requests.

Individual Guest Room Cancellation Policy:

Should a guaranteed reservation not be cancelled prior to day of arrival and should the individual fail to check into the Hotel on his/her specified arrival date, there will be a charge of one night's room and tax. Additionally, the cut-off clause and fee will apply should the room block not meet the guaranteed guest room count provided at the date of cut-off.

Guest Arrival & Departure Time:

Guest check-in time is after 4:00 PM and checkout time is 11:00 AM. Room assignments prior to that time are on an availability basis. During periods of high occupancy, rooms may not be available upon arrival. Rooms will be made available for check-in as soon as possible. Luggage storage is available for early arrivals.

Guest Accommodations:

The Hotel shall provide Group's Guests with complete access and use of the Hotel's services, amenities and recreational facilities as normally available to Hotel's regular clientele. All rooms are non-smoking. Wheelchair accessible rooms and cribs are available upon request, subject to availability. Children under 18 stay free in room with their parents. The maximum number of adults in any room is four.

Room Block Increase:

Room Block increases must be requested in writing to the sales department and are subject to room and rate availability. An addendum to this contract must be issued and signed in order to fulfill increases in excess of ten percent (10%) of the original room block.

Special Concessions:

In consideration of your program, the Hotel will provide the following concessions:

- One comp room for every 35 rooms realized
- One comp two bedroom parlor suite for Executive Director of Association for the group dates
- 12 room amenities provided for VIP's - chef's choice
- Meeting Planner Honor Points
- One comp room for meeting planner one day prior through one day following event
- Self-parking no charge and individual guest's responsibility to locate

- Meeting Space & Guest Room Internet included in rate
- Special Golf & Spa Rates for group - Through 3rd party and subject to their pricing
- Two night hotel stay provide as door prize for the association Annual Conference. - with signed contract
- Resort fee \$10.00 and valet parking \$10.00 included in the rate

Smoke Free Policy:

The hotel is a smoke free hotel, including all public areas, meeting and banquet facilities, and guest rooms. To protect the smoke free environment, the Hotel will post a \$250 cleaning fee to the incidental account of any guest who smokes in a hotel room, or \$500 cleaning fee for smoking in a hotel suite. To ensure the cooperation and comfort of Group's attendees, Group agrees to advise its attendees in writing in promotional materials for Group's event of the Hotel's Smoke Free policy, and the Hotel will also advise the attendees upon check in.

Meeting Room/Banquet Space Requirements:

Based on your requirements, we have reserved meeting and function space as shown on the following schedule of events at the rates indicated:

Date	Day	Start Time	End Time	Function Type	Setup	# People	Rental	Meeting Room
May 30, 2017	Tuesday	8:00AM	12:00AM	Office/Storage	Special	8	N/A	San Marcos
May 31, 2017	Wednesday	8:00AM	12:00AM	Office/Storage	Special	8	N/A	San Marcos
May 31, 2017	Wednesday	9:30AM	11:45AM	FACU Registration	Special	2	N/A	Casa Monica Foyer
May 31, 2017	Wednesday	10:30AM	11:30AM	FACU Board Meeting	Conference	15	N/A	Alcazar
May 31, 2017	Wednesday	11:45AM	1:30AM	FACU Lunch	Rounds	80	N/A	Flagler Ballroom
May 31, 2017	Wednesday	1:45PM	5:00PM	FACU General Session	Schoolroom	80	Waived w/food & beverage minimum	Casa Monica Ballroom
May 31, 2017	Wednesday	6:00PM	9:30PM	FACU Dinner	Rounds	80	N/A	Pool Deck
June 1, 2017	Thursday	6:30AM	12:00AM	Office/Storage	Special	8	N/A	San Marcos
June 1, 2017	Thursday	7:00AM	4:00PM	COP Registration	Special	1	N/A	Casa Monica Foyer
June 1, 2017	Thursday	7:45AM	8:30AM	ICUF Executive Committee	Conference	15	N/A	Alcazar
June 1, 2017	Thursday	8:00AM	9:00AM	COP Breakfast	Special	80	N/A	Costa Brava
June 1, 2017	Thursday	9:00AM	3:30PM	COP General Session	Special	80	Waive w/food & beverage minimum	Casa Monica Ballroom
June 1, 2017	Thursday	8:00AM	3:00PM	ICUF General Meeting	Special	80	Waive w/food & beverage minimum	Flagler Ballroom
June 1, 2017	Thursday	12:45PM	2:00PM	COP Lunch	Rounds	80	N/A	Costa Brava
June 1, 2017	Thursday	12:00PM	1:30PM	ICUF Lunch	Rounds	40	N/A	Flagler Foyer
June 1, 2017	Thursday	3:30PM	4:30PM	COP Breakout	Special*	45	N/A	Casa Monica Ballroom
June 1, 2017	Thursday	6:30PM	8:30PM	COP Dinner	Rounds	80	N/A	Flagler Ballroom
June 2, 2017	Friday	6:30AM	12:00PM	Office/Storage	Special	8	N/A	San Marcos
June 2, 2017	Friday	7:30AM	8:00AM	COP Breakfast	Special	80	N/A	Flagler Ballroom
June 2, 2017	Friday	8:30AM	11:00AM	COP General Meeting	Special	80	Waived w/food & beverage minimum	Casa Monica Ballroom

All meeting and banquet charges are subject to a 22% service charge. All room rental and service charges are subject to sales tax as prescribed by state law, which is currently 6.5%. Additional meeting space will be provided on a space available basis with additional rental charges, if applicable.

Food Policy:

All food and beverage items served in public meeting rooms must be supplied and prepared by the Hotel. Menu selections, room requirements, and all other arrangements must be received at least 14 days prior to the meeting. The Hotel does not guarantee food prices until three months prior to the

meeting. Should any of the food and beverage functions, as outlined in the Meeting Room and Banquet Space schedule of events, cancel or decrease without Group replacing the function(s) or increasing an existing function (s), with events of equal or greater revenue value, "Hotel" reserves the right to re-negotiate room rates, menu prices and special concessions.

Guarantees:

The Hotel requires a final guarantee of the number in attendance at your food and beverage functions at least 72 hours prior to the event. This minimum number will be the least for which you will be charged. Should a guarantee not be received, the Hotel will prepare and charge for the contracted number indicated at the time of booking.

Signage Policy:

The Group agrees that no items shall be affixed or attached to any surface within the hotel meeting space or public space without the advance permission of the Hotel's General Manager or designee. The Group will be responsible for any damage to the hotel and/or furnishings caused by the Group's signage.

Alcoholic Beverage Policy:

If alcoholic beverages are to be served on the Hotel premises (or elsewhere under the Hotel's alcoholic beverage license), the Hotel will require that only Hotel servers and bartenders dispense beverages. In accordance with the state and local law, it is the Hotel's policy to (a) request proper identification of any person of questionable age and refuse alcoholic beverage service if the person is either under age of 21 or proper identification cannot be produced, and (b) refuse alcoholic beverage service to any person who, in the Hotel's sole judgment, appears intoxicated. In addition, the Hotel cannot allow anyone under 21 years of age to obtain, be given, be in possession of, or appear to be consuming alcohol, regardless of where or how said alcohol was obtained.

Audio Visual Policy:

The Hotel has an agreement for a full service, on-site audiovisual production company and is confident that Hotel's vendor will provide exceptional service for your Group's event and will make every effort to meet Group's budgetary requirements. Hotel recognizes that Group may instead elect to use a third party supplier of audiovisual services ("Third-Party Supplier").

Although the use of Contracted Vendors is encouraged, Group may use its own vendors for these services provided that Group's proposed Third-Party Supplier meets minimum standards established by Hotel, including insurance and indemnification requirements.

Group agrees to inform Hotel of any decision to bring in a Third-Party Supplier a minimum of sixty (60) days prior to your event to insure that such Third-Party Supplier has full copies of Hotel's Audio Visual Service Standards, Hotel Regulations and Costs associated with both, prior to the planning process.

Upon receipt of such notice, a Sales; Convention Service or Catering manager from the Hotel will provide Group with an addendum which addresses Third-Party Supplier compliance to the Audiovisual Service Standards and Hold Harmless Agreement and must be signed by either Group or its Third-Party Supplier a minimum of forty-five (45) days prior to Group's event.

Please know that each standard is focused on customer service, protection of property and Hotel guest safety and security and must be followed by all Third-Party Suppliers providing services at the Hotel.

Guest Room Billing Instructions:

All guests will be responsible for paying their own room, tax and incidental charges prior to departure. Per Hotel policy, the method of payment must be established upon check-in. We accept all major credit cards, cash and traveler's checks. Personal and company checks will only be accepted at

checkout once an alternative form of credit has been established. (No third party checks will be accepted).

Master Account:

If a Master Account is established in the name of the Group as authorized in this Agreement, Group shall be responsible to Hotel for all such Master Account charges. The Hotel must be notified in writing prior to arrival the authorized signatures and the charges to be posted to your Master Account. Please indicate these charges below:

_____ Room, Tax, & Incidentals	_____ Bellman Porterage (Baggage)
_____ Room & Tax Only	_____ Room Attendant Gratuities
_____ Meeting Room & Catering Charges	_____ Valet Parking
_____ Other (Please Specify) _____	_____ Resort Fee

Please identify individuals authorized to sign incidental charges to the master account.

1. _____ 2. _____

Payment Procedures:

Deposit	Amount
Initial Deposit- 25%	\$5,500.00
Additional Deposit- 25% - March 30, 2017	\$5,500.00
Final Payment – Based on direct bill approval	Remaining Balance

The hotel requires a deposit of 50% of estimated master charges with the signed contract. Remainder of master charges is due 14 days prior to arrival date by certified check, cashier's check, or credit card, unless direct bill privileges have been approved for Group.

We request that you advise Hotel of your expected method of payment of the Master Account at least 30 days in advance of arrival. If payment will be by Credit Card, the Credit Card must be provided to Hotel no later than the first day of the event.

All payments made by the group are to be made in U.S. dollars. Payment via American Express, Master Card, and VISA will be accepted with credit card authorization form completed and returned with a copy of the front and back of card.

When submitting payment by check, please include the "meeting name" and date of event on the check.

Payments must be received from the group in accordance with the payment and deposit schedule here in. Any remaining balance is due at the close of the meeting via the above payment options.

Credit Application/Direct Bill Request:

Companies requesting direct bill of master charges are required to forward the non-refundable deposit at signing of contract. Direct Bill applications will be considered if estimated master charges exceed \$3,000.00 and a completed application is submitted 45 days prior to the event date. In the event the request is not approved, the Hotel will require payment of master charges as outlined in Payment Procedures. All payments made by the group are to be made in U.S. dollars, by certified check or cashiers check. Payment via American Express, Master Card, VISA, Discover and Diners Card will be accepted with credit card authorization form completed and returned with a copy of the front and back of card. Payments must be received from the group in accordance with the payment and deposit schedule herein. Payment in full will cover 100% of estimated room, tax, food and beverage costs. Any additional balance is due at the close of the meeting via the above payment options. If the Hotel

incurs any expense to collect unpaid amounts, the Group shall pay all costs incurred by the Hotel to collect past due balances, including collection agency fees, attorney's fees, expenses and costs, and in addition Group shall pay interest on such amounts from the date of its occurrence to the date of its payment by the group. With establishment of direct billing, the account is payable upon receipt of the invoice, with the unpaid balance delinquent 30 days after billing and subject to a 1 ½% service charge per month.

Relocation Clause:

In the event any member of your Group with a guaranteed guest room reservation cannot be accommodated by Hotel, Hotel will provide the following:

1. Accommodations at a comparable Hotel as close as reasonably possible at no charge to the guest for the first night the guest is displaced from Hotel.
2. One complimentary round trip ground transportation between Hotel and the alternate Hotel for each day the guest is displaced.
3. One five (5) minute phone call and necessary arrangements for forwarding of the displaced guest's telephone messages and mail.
4. Offer to relocate displaced guest back to the first available guest room.
5. Upon return to Hotel, upgraded accommodations (if available) and a welcome expression from the General Manager.
6. Credit to Group for any guests displaced toward its guest room block pick up for purposes of this Contract and for calculation of Group complimentary guest room credit.

Package Receiving Requirements:

Hotel reserves the right to limit the number and weight of packages and may charge a nominal fee for advance receipt of packages. Any packages sent to the Hotel will be the sole responsibility of the Group, meeting planner or the designated representative. Due to local fire regulations and limited available storage space, the following maximums have been placed on package acceptance:

**(A). The Hotel can accept no more than 10 packages for storage.
The maximum weight for any package to be stored by the Hotel is 75 pounds.**

(B). The following charges will apply for each package received by the hotel:

**1-10 Pounds: \$ 6.00 per package
11-50 Pounds: \$ 9.00 per package**

If it is necessary for the Group to ship materials to the Hotel, each item must be properly packed and marked with (a) the organization's name and contact; (b) date of function; and (c) name of Hotel contact. Hotel reserves the right to refuse to accept packages that appear damaged; and in any event, assumes no liability for the condition of the contents of such packages. Hotel will not accept materials delivered prior to **seven (7) days before function.**

Security:

The Hotel reserves the right to inspect and control all private functions. Any and all property in the meeting or function space is at the sole risk of the owner. Group agrees to advise its attendees that they are responsible for safekeeping of their personal property. Group may elect to retain security personnel to safeguard personal property in the meeting and function space. In addition, depending upon the nature of your event, Hotel reserves the right based on its reasonable judgment to require Group to retain security personnel in order to safeguard guests or property in Hotel. Any security personnel retained by Group must be at its own expense and from a licensed security company that meets the minimum standards established by Hotel, including insurance and indemnification requirements, and at all times remains subject to Hotel's advance approval. Security personnel are not authorized to carry firearms without advance Hotel approval. Group will be responsible for all

damage to persons or property on or about the Hotel, which results from actions of Group. Under no circumstances will the Hotel be held liable for the criminal acts of third parties.

Sales and Marketing:

Any promotional material, including printed and digital pieces, created and/or used by Group depicting the Hotel name, Hotel images, Hotel trademarks, and/or Hotel service marks must be reviewed and approved in advance of publication and/or distribution by the Hotel's General Manager or designee. Hotel retains the right to cancel this Agreement should Group misuse any of the trademarks and/or service marks of Hotel or misrepresent in any advertising, brochure, promotion, email or press release, information pertaining to the Hotel that may impugn, damage, disparage or distress in any way the image, reputation or financial standing of the Hotel in the market place. The Hotel agrees to review and comment on any such material within two business days.

Insurance:

Hotel and Group shall obtain and 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 parties' respective obligations pursuant to this Contract.

Indemnification:

To the extent allowed by applicable law and subject to sovereign immunities afforded to Group, 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 breach of any of its representations, warranties or covenants herein or the negligence, gross negligence or intentional misconduct of the party indemnifying 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.

Americans with Disabilities Act:

Group and Hotel shall each be responsible for compliance with the public accommodation requirements of the Americans with Disabilities Act and any applicable state or local laws in their respective operation or use of Hotel. Hotel shall provide, to the extent required by law, such auxiliary aids and services or modifications of Hotel rules or policies as may be reasonably requested by Group on behalf of its disabled members for use in sleeping rooms and public areas of Hotel operated by Hotel personnel, provided that Group gives reasonable advance written notice to Hotel of such needs. During its use of Hotel, Group shall be responsible for providing its disabled members with auxiliary aids and services or modifications of Group rules or policies in connection with any Group program, activities or presentation (including, for example, engagement of and payment to specialized service providers, such as sign language interpreters), where such accommodation is necessary for use in the meeting space used by Group, other than those types and quantities typically maintained by Hotel.

Limitations on Punitive Damages:

The parties hereby agree that neither party shall be liable for any punitive damages.

Dispute Resolution:

The parties will resolve any controversy, claim or dispute of any kind or description arising out of or relating to this Contract through binding arbitration before one arbitrator conducted in accordance with the rules of the American Arbitration Association or JAMS in the State and city in which Hotel is located. The law of the State in which Hotel is located will be the governing law. The arbitration award will be enforceable in any state or federal court. In the event of arbitration or litigation arising from or associated with this contract or the enforcement of any arbitration award, the parties agree that the prevailing party therein shall recover attorneys' fees and costs including expert witness and arbitration fees and pre and post judgment interest. In addition, Group shall be responsible for

payment of attorneys' fees and interest associated with Hotel's efforts to collect monies owed under the terms of this Contract.

Compliance with Laws and Hotel Rules and Policies:

Group agrees to comply with all applicable federal, state and local laws and Hotel rules and policies governing the Contract and event, including any rules, regulations or requests of the U.S. Department of Homeland Security.

Assignment:

Group agrees that it may not assign its interest, rights or duties under this Contract to any other person or entity without Hotel's prior approval.

Notice:

Any notice required or permitted by the terms of this Contract must be in writing. Notice may be sent via email and will be considered effective as of the date and time of the confirmation of the notice by the hotel.

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.

Severability:

If any provision of this Contract is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of the Contract shall have full force and effect.

Authorization to adhere to the terms of the Booking Agreement:

This Contract, with exhibits attached (if any), constitutes the entire agreement between the parties, supersedes all other written and oral agreements between the parties concerning its subject matter, and may not be amended or changed unless done so in a writing signed by Hotel and Group. Oral modifications to this written Contract, even if allowed by local law, will not be considered binding.

The undersigned is a duly authorized representative of the company/organization contracting for the outlined arrangements. He/She is further authorized to enter into this agreement with full understanding of cancellation and attrition clauses contained herein. The company/organization, therefore assumes full responsibility for accepting and complying with all of the terms and conditions contained herein. It is further understood that these clauses are fully enforceable and are not subject to negotiation.

Michael Brawer
Executive Director of the Association of Florida Colleges

Date

Noel Andersen
Sales Manager
Casa Monica Resort & Spa

Date

MARRIOTT REWARDS - REWARDING EVENTS

Approximately (10) business days after the conclusion of the Event (provided that the Event is not cancelled and Florida Colleges has otherwise complied with the material terms and conditions of this Agreement), the Hotel will either award Marriott Rewards points to, or submit an award for airline miles:

CHECK ONE OPTION BELOW:

- Award Marriott Reward Points** to the Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement)
Marriott Rewards Member Name _____
Marriott Rewards account number _____

- Award Airline Miles** to the Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement)
Marriott Rewards Member Name _____
Marriott Rewards account number _____
Airline frequent flier account number _____
Name of airline _____

- Decline to Award Marriott Rewards Points or Airline Miles.** The Contact and the Authorized Signer of this Agreement elect not to receive (and hereby waive the right to receive) an award of Marriott Reward points or airline miles in connection with the Event.

- Split Marriott Rewards Points or Airline Miles Between Two Marriott Rewards Members** (one member must be the Contact, as identified on page 1 of this Agreement, or the Authorized Signer of this Agreement)

Marriott Rewards Member Name _____
Marriott Rewards Member Email _____
Marriott Rewards account number _____
Airline frequent flier account number _____
Name of airline _____
% of points or miles _____

Marriott Rewards Member Name _____
Marriott Rewards Member Email _____
Marriott Rewards account number _____
Airline frequent flier account number _____
Name of airline _____
% of points or miles _____

The number of Marriott Reward Points or airline miles to be awarded shall be determined pursuant to the Marriott Rewards Terms and Conditions, as in effect at the time of award. The Marriott Rewards Terms and Conditions are available on-line at marriott.com (www.marriott.com/rewards), and may be changed at the sole discretion of Marriott Rewards at any time and without notice.

The individual(s) identified above to receive either Marriott Rewards points or airline miles may not be changed without such individual(s)' prior written consent. By inserting the airline mileage account information, the recipient elects to receive airline miles rather than Marriott Rewards points. All Marriott Rewards Terms and Conditions apply (see www.marriott.com/rewards).