

Agreement between Four Points by Sheraton Tallahassee Downtown and AFC Legislative Days & Leadership Conference

Customer

AFC Leadership Conference 2017
Michael Brawer, Exec. Director
Phone: (850) 222-3222
Fax: N/A
Email: N/A

Property

Four Points by Sheraton Tallahassee Downtown
Cheryl Horne, Director of Sales & Marketing
Phone: (850) 422-4201
Fax: (850) 422-0067
Email: cheryl.horne@fourpointstallahasseedowntown.com

RE: AFC Legislative Days & Leadership Conference

This Agreement between AFC Legislative Days & Leadership Conference ("Customer") and Four Points By Sheraton Tallahassee Downtown Four Points by Sheraton Tallahassee Downtown ("Hotel") is effective as of the date it is signed by Hotel ("Agreement Date").

Event Dates: January 23, 2017 to January 27, 2017

Guest Rooms: This Agreement applies to the following block of guest rooms (the "Room Block"):

	Monday, January 23, 2017	Tuesday, January 24, 2017	Wednesday, January 25, 2017	Thursday, January 26, 2017	Total
Traditional Double Beds	15	15	15	15	60
Traditional King Bed	10	60	35	50	155
Room Block Total	25	75	50	65	215

Total Guest Room Night Commitment: Customer's total guest room night commitment is 215.

Cut-off Date: The "cut-off date" for reserving rooms in the Room Block is 5:00 p.m. local time at Hotel on January 10, 2017. After the cut-off date, it is at Hotel's discretion whether to accept additional reservations, which will be subject to prevailing rates and availability. Failure to reserve rooms in the Room Block prior to the cut-off date does not reduce Customer's total guest room night commitment and does not impact the "Attrition" or "Cancellation" provisions below.

Rates: Hotel will provide the confirmed guest room rates below for the Room Block (the "Rates"):

Room Types	Rate per Night
Traditional Double Beds	\$139.00
Traditional King Bed	\$139.00

Concessions: Hotel will provide the following concessions to Customer:

- 1) Complimentary Welcome Reception
- 2) Complimentary Suite Upgrade for the Customer's Association President
- 3) Welcome Amenities in the rooms of the 8 Executive Committee Members
- 4) Door Prize for the Customer's event

Cancellation: If Customer cancels this Agreement, Customer will provide written notice to Hotel, accompanied (except in the case of a Force Majeure) by payment of the amounts indicated below:

Date Notified Prior to Arrival From Date of Agreement	Percentage of Estimated Revenue From Date of Agreement
365 Days	0% Penalty
364 Days - 180 Days	10% Penalty
179 Days - 90 Days	30% Penalty
89 Days - 30 Days	50% Penalty
29 Days - 0 Days	100% Penalty

The parties agree that the amounts included in this Cancellation clause are reasonable estimates of the losses that would be incurred by Hotel and factor in Hotel's ability to mitigate its losses through resale.

Payment Options: Payment will be made as indicated below. *Please check applicable option.*

	Customer Pays	Guest Pays
Guest rooms (including taxes and automatic or mandatory charges):		
Event Food & Beverage (including taxes, service charges, and administrative charges):		
Incidental charges:		

Master Account: Hotel will set up a "Master Account" for Customer for payment of charges under this Agreement. Customer must review all charges billed to the Master Account to ensure accurate billing.

Payment: Unless direct billing has been established, Customer will pay the estimated amount of the Master Account as shown on the deposit schedule. Customer will advise Hotel of its expected method of payment of the Master Account at least 30 days in advance of January 23, 2017. If Customer will pay using a credit card honored by Hotel, a valid credit card must be provided to Hotel no later than January 23, 2017, and all Master Account charges will be charged to such credit card at departure. Any amounts not paid at departure will accrue interest at 1½% per month from the date of departure. Upon application and review by Hotel, Hotel may elect to extend direct billing privileges to Customer. If direct billing has been established, payment of all undisputed amounts is due within 30 days of Customer's receipt of invoice from Hotel, and if not paid within 30 days will accrue interest at 1½ % per month from date of departure. Customer must notify Hotel of any disputes within 5 business days of Customer's receipt of invoice from Hotel or disputes will be considered waived. If Hotel determines after establishing direct billing or a deposit schedule that Customer's credit status has changed negatively, Hotel may require payment of all estimated Master Account charges no later than 14 days before January 23, 2017.

Commission: Customer acknowledges that commissions will be paid to Doug Ryan Consulting, as agent of record, based on the percentages in the below table of amounts paid by Customer (not including taxes or any rebates), and will be paid by Hotel within 30 days after payment in full of the Master Account. No commissions will be paid on Cancellation fees.

3rd Party / Agency / PCO	Guestroom Commission
Doug Ryan Consulting	10%
Total	10%

Security: Hotel does not provide security in the event and function space and all personal property left in the event or function space is at the sole risk of the owner. Customer will advise its attendees that they are responsible for safekeeping of their personal property. Hotel may reasonably require Customer to retain security personnel in order to safeguard guests or property in Hotel. Security personnel are not authorized to carry firearms without advance Hotel approval.

Ancillary Services: Hotel may provide, or contract with third parties to provide, ancillary services (e.g., A/V, drayage, florists, exhibitors) to Customer for additional charges. Except with respect to certain services (e.g., rigging services), Customer may use its own vendors for such services provided that Customer's proposed vendors meet minimum standards established by Hotel, including insurance and indemnification requirements

Construction: Hotel will promptly notify Customer of any construction or remodeling to be performed in Hotel over the Event Dates other than routine maintenance and Hotel will use all commercially reasonable efforts to insure that any such occurrence will not materially interfere with Customer's use of Hotel. Should construction or remodeling be mutually determined by Customer and Hotel to materially interfere with Customer's event, Customer will have the right to terminate this Agreement without liability with written notice to Hotel as long as such notice is given within 30 days of Customer's receipt of notice of such construction or remodeling.

Relocation: If any guest room reservation cannot be accommodated by Hotel, Hotel will provide: (1) accommodations at a comparable Hotel reasonably nearby at no charge for the first night; (2) one complimentary round trip ground transportation between Hotel and the alternate hotel for each day the guest is displaced; (3) one 5 minute phone call and necessary arrangements for forwarding of the displaced guest's telephone messages and mail; (4) an offer to relocate the displaced guest back to the first available guest room; (5) upgraded accommodations at Hotel upon return (if available) and a welcome expression from the General Manager; and (6) credit to Room Block for any nights that guests are displaced.

Disclosure: Customer will be responsible for determining to whom it needs to disclose any terms of this Agreement, including any commission or rebate that it may receive. Customer will disclose to all Customer attendees the type and amount of all automatic and mandatory charges that will be charged to them by Hotel.

Laws and Policies: Each party will comply with all applicable federal, state and local laws (including the Americans with Disabilities Act) and Hotel rules and policies. Customer will be responsible for providing its disabled members with auxiliary aids in connection with any Customer events or activities. Upon Customer's reasonable request, Hotel will cooperate with Customer to provide services on behalf of Customer's disabled attendees.

Smoke Free Policy: Hotel is a smoke free hotel. Restaurants on property that are not operated by Hotel may not participate in

