

1.3.20



CARIBE ROYALE ORLANDO

GROUP BOOKING CONTRACT

SALES MANAGER: Kimberly Wetzel

DATE: June 19, 2017

RES ID: KW574

DESCRIPTION OF GROUP AND EVENT

Sierra Lodging, Inc. d/b/a Caribe Royale All-Suite Hotel & Convention Center, located at 8101 World Center Drive, Orlando, FL 32821 (hereafter known as the Hotel) is pleased to confirm on a tentative first option basis the following arrangements for Association of Florida Colleges (hereafter known as the Group) over the dates of April 01, 2018 - April 06, 2018.

GROUP NAME: Association of Florida Colleges

EVENT NAME: ICCTL Meeting

CONTACT: Mr. Michael P. Brawer.

CONTACT TITLE: Chief Executive Officer

ADDRESS: ~~113 E. College Avenue~~ 1725 Mahan Drive

CITY/STATE/ZIP: Tallahassee, FL 32307 8

TELEPHONE: 850-222-3222

EMAIL: mbrawer@myafchome.org

SUITE BLOCK/DATE: April 01 - April 06, 2018

TOTAL SUITE NIGHTS: 467

Day Date	Mon 04/02/18	Tue 04/03/18	Wed 04/04/18	Thu 04/05/18
No. of Suites	7	75	180	200

SUITE RATES

Queen Double:	\$149.00	Standard King:	\$149.00	King Deluxe:	\$169.00
Executive Suite:	\$349.00	Villas:	\$249.00		

- ◆ Suite rates are effective until cutoff date of **March 02, 2018** or until the block is full. Suite rates effective three (3) days before and after published conference dates based on space and rate availability.
- ◆ All suite rates are based on single/double occupancy, Villa rates are based on up to four adults. Additional adults are \$15.00 each per night.
- ◆ All rates are 10% commissionable to Dough Ryan Consulting and subject to state and local taxes. Rooms not coded to/under the Group block at time of reservation will not be counted for commission or comp concession purposes.
- ◆ Reservations cancelled within (72) hours of arrival will be charged one night's room & tax, including no-shows.
- ◆ Once the contracted room block is filled and the Hotel agrees to continue taking **individual** reservations, a non-refundable deposit will be required for all additional reservations.
- ◆ The Hotel may periodically offer a short term discount on upgrades to Deluxe King Suites or Villas to existing reservations. The Group will be notified via e-mail if they qualify.
- ◆ Check-in after 4:00pm, Check-out 11:00am. Early check-in will be accommodated if suites are available. Guest Services will provide luggage storage.

Group Initial MB Hotel Initial _____

HOTEL FEE – **WAIVED FOR YOUR GROUP**

There is normally a charge of \$21.95 plus prevailing tax per suite per night for the use of hotel amenities including:

- In room Wi-Fi standard service, two device package.
- Scheduled shuttle service to the four Walt Disney World™ Theme Parks, Disney Springs, and Orlando Vineland Premium Outlets. Reservations required (for individual reservations only).
- In-suite coffee.
- Unlimited local and 800 access telephone calls.
- Access to staffed, state-of-the-art fitness center.
- 10% discount on spa services at the Island Spa (present your suite key to the spa concierge).
- 5% discount at Enterprise rent-a-car, located in main lobby (present your suite key to the agent). Discount applies only to cars rented and returned from the hotel location.

Hotel Fee Rate and inclusions are subject to change.

RESERVATIONS CUT-OFF DATE

All reservations must be received on or before **March 02, 2018**. Reservations received after this date will be accepted on a space available basis only, at the Group rate if available. The Hotel will hold the unused portion of Group's Suite Block upon written guarantee of payment for the suites by the Group.

RESERVATIONS METHOD – INDIVIDUAL CALL IN

Individual reservations must be made by calling the Hotel directly at 1-888-258-7501 or on-line at your designated group booking link. (Please contact your Group Housing Coordinator for more information regarding on-line group reservations via a personalized link.) For individuals to receive the established Group Rate they must identify themselves as member of the Group initially when making the reservation. All reservations must be received by **March 02, 2018** and guaranteed with a credit card or one night's deposit by check or cash.

Please note that pick-up statistics and delegates' reports will be provided to you by your assigned Group Housing Coordinator on a regular basis, so that you can monitor your group's activity. Cut-off reminders, reduction letters and hotel availability will also be provided by your Coordinator as necessary.

ROOM BLOCK CREDIT

The Hotel agrees to credit to the Association's room block all individual room nights used by persons attending all or some of the meetings related to this event during the period of times covered by this agreement regardless of the rate paid.

DISCREPANCIES

If there is a discrepancy between the hotel's reported room-night pickup figures and the figures believed to be accurate by the Group, the Group will furnish the hotel with a list of attendees to be compared with the hotel's list of in-house guests over the Group's dates. All rooms determined to be occupied by the Group's attendees shall be credited to the Group's room block for pickup purposes. Credit shall also be given for guests relocated to another hotel due to hotel overbooking and for guaranteed no-shows with forfeited deposits or credit card debits.

TAX EXEMPT CERTIFICATES

The Hotel agrees to accept authorized tax exempt certificates/cards if presented at check-in by authorized college employees. In addition, the Hotel also agrees to accept authorized college purchase orders for individual room reservations and guarantee.

PAYMENT METHOD

Master Account

Banquet Food & Beverage and Other

Individual Charges

Room, Tax & Incidentals

MASTER ACCOUNT

Should the Group wish to be billed through a Master Account for the above charges, the Hotel will require a completed Application for Direct Billing to be returned with contract. The Group agrees the Hotel is not obligated to offer direct billing services under this account until Hotel management has notified the Group that direct billing services are approved. Should the Hotel determine after establishing direct billing or a deposit schedule that the Group's credit status has changed, the Hotel will have the option to require payment of all estimated master account charges no later than fourteen (14) days prior to arrival.

In the event direct billing is established for a portion of the master account, the Group shall review all charges billed to the master account to ensure accurate billing. Payment of all direct billing must be made within thirty (30) days of receipt of a reconciled invoice from the Hotel. In the event any charges are disputed, all undisputed charges will be paid within thirty (30) days.

In the event that any charges remain unpaid after thirty (30) days from the date of the invoice, the Group agrees to pay, in addition to the balance due the Hotel, a late payment charge equal to the lesser of 1.5% per month or the highest rate permitted by law on the remaining balance until paid in full.

In the event that direct billing privileges are not granted, full prepayment of all estimated Master Account charges must be made fourteen (14) days prior to arrival*. In the event such prepayment is not received by the Hotel, the Hotel shall have the option of releasing your space by providing the Group written notice, and the Group will remain liable for any cancellation and other similar charges provided in this agreement.

* Any additional charges to the Master Account posted after **March 30, 2018** must be paid prior to departure provided direct billing has not been approved. Any refunds due will be settled within ten (10) business days after completion of the convention.

MASTER ACCOUNT CHARGES

The Hotel understands that no charges of any kind can be made to the Association's Master Account without the prior written authorization of the Association's CEO or his designee(s).

SPECIAL CONCESSIONS

The Hotel is pleased to offer the following group concessions. If the Group pickup falls below the allowable attrition percentage, The Hotel reserves the right to make any adjustments to the concessions offered.

- ◆ The Hotel will provide one (1) complimentary suite night for every forty (40) paid guest suite nights. Rooms not coded to the Group room block at time of reservation or rooms booked outside of the group room block, will not be counted for commission or complimentary concession purposes. The Group shall provide to the Hotel, seven (7) days prior to their arrival date, a list of those persons to receive complimentary accommodations. Unused Complimentary suites may not be applied to the master account, as complimentary suites have no monetary value.
- ◆ Waived hotel fee.
- ◆ Five (5) upgrades to King Deluxe Suites at the group.
- ◆ Five (5) complimentary VIP amenities, chef's choice.
- ◆ Complimentary Meeting Space with \$35,000 food & beverage minimum.
- ◆ Complimentary internet in meeting space.
- ◆ PSAV – The hotel's in house audio visual provider will include a twenty percent (20%) discount on all PSAV owned equipment provided that Group uses PSAV exclusively for all their audio visual requirements.

STASH HOTEL REWARDS

The signator is eligible to receive Stash Reward meeting planner points for actualized and paid suites. Stash Meeting Planner Points are calculated according to the Caribe Royale Planner Points program, information on which can be found here: <http://www.cariberoyalemeetings.com/Stash-Planner-Points>. Below, please fill in the Stash member ID and name of person to receive the points. If the contract signator declines points, he or she may designate the earned points to up to three additional Stash Rewards members within the organization or the points may be split between signator and two additional STASH members within the organization. Points recipients must be members of Stash Hotel Rewards in order receive meeting planner points. To join Stash Hotel Rewards today and receive a 1,000 point signing bonus, visit www.stashrewards.com/caribe-corporate.

Name Member ID

Name Member ID

Name Member ID

SUITE ATTRITION

The Group understands that the contracted total Guest Unit Block and Meeting space is being reserved for the Group's exclusive use.

The Hotel will allow without liability, an adjustment to the contracted total Guest Unit Block of (46) suite nights or ten percent (10%) of the contracted block at the cut-off date of **March 02, 2018**.

After the ten percent (10%) reduction, should the final Guest Unit pick up materialize at less than the revised room block, (409) suite nights, the Group will be responsible to pay the Hotel as liquidated damages the difference between (409) suite nights and the final pick up multiplied by the guaranteed Guest Unit Rate and applicable taxes.

ACT OF GOVERNMENT AFFECTING ATTRITION

The total number of room nights specified in this agreement is based on pick up history for this event, and is the Association's best estimate of total room nights at the signing of the agreement. The hotel agrees that in the event the Florida Legislature fails to adequately appropriate publicly supported Florida colleges to reasonably support Association members' attendance and travel costs to meet the specified room block, the Association reserves the right to revise the number of room nights specified in this contract within fifteen (15) days of the enactment of the annual state Appropriations Bill by the Florida Legislature. The Association may also reduce room nights as a result of any appropriations reduction during a special Legislative session or executive order of the Governor, within seven (7) days of such action. Should the estimated number of room nights be reduced under the provisions of this clause by more than 25%, the Hotel has the option of accepting the reduced room block or canceling this agreement within thirty (30) days of notification of said reduction without penalty to either party. Final numbers must be in no later than March 1, 2018 and group can not cancel meeting after this date.

COMPLETE CANCELLATION

The Group agrees to provide the Hotel with written notice of any decision to cancel or to otherwise essentially abandon its use of the Total Guest Units (a "cancellation"). The Group acknowledges that a cancellation would constitute a breach of the Group's obligation to the Hotel and the Hotel would be harmed. If a cancellation occurs, the Group therefore agrees to pay the Hotel, within thirty (30) days after any cancellation, as liquidated damages and not as a penalty, the amount listed in the chart below.

Date of Decision to Cancel	Amount of Liquidated Damages Due
Date of Agreement to 240 days prior	\$29,800 which is one peak night's room revenue
From 239 days to 90 days prior	\$33,897.50 which is 50% of total room revenue
From 89 days to 0 days prior	\$67,795 which is 100% of total room revenue

Provided that the Group timely notifies the Hotel of the cancellation and timely pays the above liquidated damages, the Hotel agrees not to seek additional damages from the Group relating to the cancellation.

BANQUET FOOD AND BEVERAGE MINIMUM

The Hotel is relying on, and the Group agrees to provide a minimum of \$20,000 in Banquet Food & Beverage revenue (exclusive of tax and service fee). If the Group fails to provide the minimum amount, the balance of the minimum will be applied to the Group's master account.

CATERING/CONVENTION SERVICES

The Catering/Convention Services Department will be your main contact for all details involved in your meeting program, recreational coordination, off-site activities and in assisting you with your menu selection.

The Hotel will confirm banquet food and beverage prices applicable to Group functions approximately six (6) months prior to the commencement of the event. All charges for banquet food and beverage functions and meeting room rental are subject to prevailing taxes and service charges in place at the time of the event.

Currently PSAV® is the approved rigging company for all overhead (ceiling) hanging of truss lighting and sound, and Edlen Electrical Exhibition Services is the exclusive electrical service provider for all additional power needs. Arrangements for both can be made through your Convention Services Manager.

The Group agrees to have all concessionaires involved with their program, that require access to Hotel property, send an insurance evidence or certificate naming the Hotel as additional insured on their liability coverage and furnishing evidence of worker's compensation with a waiver of subrogation endorsement to the Hotel before commencement of such activity. Failure to provide the requested evidence will result in the Group indemnifying and holding the Hotel harmless for all actions of the concessionaires to the fullest extent of the law.

FOOD COSTS

Because attendees at this convention are public college employees on limited budgets, the Hotel agrees to provide custom menus, when requested by the Association, for any food function. The Hotel also agrees to pricing for breakfasts not to exceed \$22, luncheons \$34, and dinner banquets \$58. All prices shall be inclusive of service charges and taxes. Prices for other food and beverages served at other functions will not exceed the banquet menu prices in effect at the Hotel on the date of this contract.

SHIPPING AND STORAGE/DISTRIBUTION OF MATERIAL

Deliveries must be arranged in advance with your Convention Services Manager. Failure to confirm shipments in advance may result in deliveries being refused. Shipments cannot be received more than five working days prior to arrival. Charges for shipping and storage will be confirmed by your Convention Services Manager. All Groups/Conventions that will be hosting Vendor/Trade/Exhibit Shows with more than 10 Vendors/Exhibitors MUST use a Drayage Company to receive their Vendors/Exhibitors freight. The Hotel has limited storage space and cannot handle additional freight from Vendors/Exhibitors. Your Convention Services Manager can provide you with a list of preferred Drayage Companies.

AMERICANS WITH DISABILITIES ACT

The Hotel agrees that it is in compliance with all applicable federal, state and local laws, regulations and orders with regard to the Americans with Disabilities Act of 1991.

With regard to the Americans with Disabilities Act of 1991, the Hotel will be responsible for compliance in all common areas, paths of travel and guest rooms while Group will be responsible for providing auxiliary aids and services to disabled persons within meeting/function rooms assigned during Group's event.

Both the Hotel and Group each agree that they will comply with their respective ADA obligations as allocated by the contract and will hold the other harmless from any liability resulting from their breach.

The Hotel will specify the number of accessible lodging rooms to the Group and will assist in developing contingency arrangements if inadequate space becomes a problem. The Group agrees to request its delegates to specify any disabilities in pre-registration applications.

PUBLIC ACCOMMODATION

The Hotel represents and warrants it is in compliance to the extent applicable with the provisions of Title III of the Americans with Disabilities Act. Hotel facilities, including, but not limited to, meeting space, restrooms, dining areas, other common areas, and sufficient guest rooms, shall be reasonably accessible and usable by persons with disabilities.

INDEMNIFICATION AND HOLD HARMLESS

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

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

INSURANCE

The Group agrees to have all concessionaires involved with their program, that require access to the Hotel property, send an insurance evidence or certificate naming the Hotel as additional insured on their liability coverage and furnishing evidence of workers' compensation with a waiver of subrogation endorsement to the Hotel before commencement of such activity. Failure to provide the requested evidence will result in the group indemnifying and holding the Hotel harmless for all actions of the concessionaires to the fullest extent of the law.

MEETING SPACE REQUIREMENTS

The Hotel agrees to set aside the appropriate meeting space to accommodate your program. The attached schedule of events is as we now understand it. Should you require revisions prior to your meeting, changes will be made based on space availability. Six (6) months prior to group arrival the Hotel will require a formal agenda. At that time, unused space may be released to the Hotel for its sale or general assignment, and room names will be confirmed. **The Hotel will not be responsible for any items left in the meeting rooms.**

Should the established suite block decrease below ninety percent (90%) of the original block, the Hotel reserves the right to review the meeting space and make the appropriate changes in ratio to anticipated attendance. Additional meeting room rental fees may apply.

Date	Start Time	End Time	Function	Description	Room	Setup	Exp
Mon 04/02/18	7:00 AM	6:59 AM	Office	Office/Storage	Governors Boardroom	24 Hold	
Tue 04/03/18	7:00 AM	6:59 AM	Registration	Registration	Caribbean Registration	24 Hold	
Tue 04/03/18	7:00 AM	6:59 AM	Office	Office/Storage	Governors Boardroom	24 Hold	
Tue 04/03/18	9:00 AM	6:00 PM	Breakout	Breakout (Pre-Con Workshop #1)	Boca I & II	Classroom 3per	100
Tue 04/03/18	9:00 AM	6:00 PM	Breakout	Breakout (Pre-Con Workshop #2)	Boca III & IV	Classroom 3per	100
Tue 04/03/18	9:00 AM	6:00 PM	Breakout	Breakout	Boca VII	Classroom 3per	50
Tue 04/03/18	9:00 AM	6:00 PM	Breakout	Breakout	Boca VIII	Classroom 3per	50
Tue 04/03/18	10:00 AM	1:00 PM	Meeting	Executive Committee Meeting	Boca V & VI	Hollow Square	40
Tue 04/03/18	11:00 AM	6:59 AM	Setup	Tabletop Exhibits Setup	Caribbean Ballroom Foyer	Table Top	10
Tue 04/03/18	4:00 PM	7:00 PM	Board Meeting	Board Meeting	Boca V & VI	Hollow Square	40
Tue 04/03/18	6:00 PM	6:59 AM	Setup	General Session Room Setup	Caribbean IV & V	Theater	225
Wed 04/04/18	7:00 AM	6:59 AM	Registration	Registration	Caribbean Registration	24 Hold	
Wed 04/04/18	7:00 AM	6:59 AM	Office	Office/Storage	Governors Boardroom	24 Hold	
Wed 04/04/18	7:00 AM	6:59 AM	Table Top Exhibit	Tabletop Exhibits	Caribbean Ballroom Foyer	Table Top	10
Wed 04/04/18	7:00 AM	6:59 AM	General Session	General Session Room Hold	Caribbean IV & V	24 Hold	
Wed 04/04/18	7:00 AM	5:00 PM	General Session	General Session	Caribbean IV & V	Theater	225
Wed 04/04/18	11:00 AM	7:29 AM	Setup	Breakout Rooms Setup/Ea. (40) Classroom	Boca I to III		
Wed 04/04/18	11:00 AM	7:29 AM	Setup	Breakout Rooms Setup/Ea. (40) Classroom	Boca V to VIII		
Wed 04/04/18	5:30 PM	7:00 PM	Reception	Reception	Boca Patio Backup: Boca V to VIII Foyer and Boca Breezeway	Cocktail Seating	75
Thu 04/05/18	7:00 AM	6:59 AM	Registration	Registration	Caribbean Registration	24 Hold	
Thu 04/05/18	7:00 AM	6:59 AM	Office	Office/Storage	Governors Boardroom	24 Hold	

Thu 04/05/18	7:00 AM	5:00 PM	Table Top Exhibit	Tabletop Exhibits	Caribbean Ballroom Foyer	Table Top	10
Thu 04/05/18	7:00 AM	5:00 PM	General Session	General Session	Caribbean IV & V	Theater	225
Thu 04/05/18	7:30 AM	5:00 PM		Breakout Rooms Hold	Boca I to III		
Thu 04/05/18	7:30 AM	5:00 PM		Breakout Rooms Hold	Boca V to VIII		
Thu 04/05/18	7:30 AM	5:00 PM	Breakout	Breakout	Boca I	Classroom 3per	40
Thu 04/05/18	7:30 AM	5:00 PM	Breakout	Breakout	Boca II	Classroom 3per	40
Thu 04/05/18	7:30 AM	5:00 PM	Breakout	Breakout	Boca III	Classroom 3per	40
Thu 04/05/18	7:30 AM	5:00 PM	Breakout	Breakout	Boca V	Classroom 3per	40
Thu 04/05/18	7:30 AM	5:00 PM	Breakout	Breakout	Boca VI	Classroom 3per	40
Thu 04/05/18	7:30 AM	5:00 PM	Breakout	Breakout	Boca VII	Classroom 3per	40
Thu 04/05/18	7:30 AM	5:00 PM	Breakout	Breakout	Boca VIII	Classroom 3per	40
Thu 04/05/18	11:30 AM	1:30 PM	Lunch	Lunch	Caribbean VI & VII	Rounds of 8	225
Thu 04/05/18	5:00 PM	7:00 PM	Teardown	Tabletop Exhibits Teardown	Caribbean Ballroom Foyer	Table Top	
Thu 04/05/18	5:00 PM	7:00 PM	Teardown	General Session Room Teardown	Caribbean IV & V		
Thu 04/05/18	6:00 PM	7:00 PM	Reception	Reception	Boca Patio Backup: Boca V to VIII Foyer and Boca Breezeway	Cocktail Seating	75
Fri 04/06/18	7:00 AM	11:00 AM	Breakout	Breakout	Antigua 1	Classroom 3per	40
Fri 04/06/18	7:00 AM	11:00 AM	Breakout	Breakout	Antigua 2	Classroom 3per	40
Fri 04/06/18	7:00 AM	11:00 AM	Breakout	Breakout	Antigua 3	Classroom 3per	40
Fri 04/06/18	7:00 AM	11:00 AM	Breakout	Breakout	Antigua 4	Classroom 3per	40
Fri 04/06/18	7:00 AM	11:00 AM	Breakout	Breakout	Grand Sierra C	Classroom 3per	40
Fri 04/06/18	7:00 AM	2:00 PM	Registration	Registration	Caribbean Registration	24 Hold	
Fri 04/06/18	7:00 AM	2:00 PM	Office	Office/Storage	Governors Boardroom		
Fri 04/06/18	7:30 AM	9:00 AM	Continental Breakfast	Continental Breakfast	Antigua Foyer	Buffet	225
Fri 04/06/18	8:00 AM	11:30 AM	Setup	Awards Lunch Room Setup	Grand Sierra D	Rounds of 8	225
Fri 04/06/18	11:30 AM	1:30 PM	Lunch	Awards Lunch	Grand Sierra D	Rounds of 8	225

Your meeting has been assigned in the above listed rooms. The Hotel reserves the right to change the meeting room/s with notice in writing to the group; meeting will be placed in a room that will accommodate the requirements as listed above.

MEETING SPACE AND AGENDA CHANGES

The Hotel agrees that all meeting rooms will be provided on a complimentary basis unless otherwise stipulated in this agreement, and that each meeting room will include at least one 110 volt 20 amp circuit per room or ballroom section and that the access and use of the available electrical circuits will be without charge to the Association. The Hotel also understands and agrees that the agenda included in this agreement is based on the historical agenda for this meeting for planning and estimating purposes only and that substantial changes may be made to that agenda, including the number of catered food and beverage functions. As a result, nothing in the Agenda attached to this agreement obligates the Association in any way; however, the Association agrees that all major food and beverage functions sponsored and paid for by the Association as part of this meeting will be held on Hotel property. The Association also agrees to provide the Hotel a relatively final agenda no later than 30 days prior to meeting, and will release unneeded meeting rooms to the Hotel at that time. The Association also agrees that should anticipated attendance significantly decrease, the Hotel and the Association will negotiate suitable alternate arrangements for meeting space and function rooms. The Hotel shall not re-assign the Association's event meeting space without written agreement.

AUDIO VISUAL

The Hotel understands that a majority of the Association's audio/visual needs will be provided by the host colleges for the meeting and that there will be no fees or charges due the Hotel or any other entity as a result of the use of Association or host college audio/visual equipment. Patch fees will apply.

UNCONTROLLABLE ACTS

The performance of this Agreement by either party is subject to uncontrollable circumstances. Such circumstances include but are not limited to acts of nature, war, public disorder, impairment of transportation access, acts of government, the Legislature, and agencies which regulate and/or fund Florida's publicly funded colleges, that make it inadvisable, illegal, or impossible to provide the facilities or hold the event/meeting. Both parties agree that this agreement may be terminated for any one or more of such reasons without penalty by written notice from one party to the other.

RENOVATIONS/CONSTRUCTION

If Hotel renovations or construction affects the guest room comfort or event space, causing a negative conference going experience as determined by the Association or contracted meeting planner, the Hotel will inform the Association of such work six months prior to the Associations contracted event. At which time, the Association will inform the Hotel whether it intends on moving forward with the contracted event or will seek a mutually agreeable date to the reschedule.

ADDITIONAL TERMS

- a) This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Florida.
- b) Any oral or written changes, additions, stipulations or deletions including corrective lining out or oral modification by either the Hotel or the Group will not be considered agreed to or binding on the other unless such modifications have been initiated or otherwise approved in writing by the other.
- c) Any unpaid balance that is delinquent thirty (30) days after billing shall accrue interest at the rate of 1.5% per month or the highest rate permitted by applicable law, whichever is less.
- d) Severability. In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision so long as the remaining provisions remain intelligible and continue to reflect the original intent of the Parties.
- e) No Waiver. The failure of any party to insist upon the performance of any of the terms and conditions in this Agreement, or the failure to prosecute any breach of any of the terms and conditions of this Agreement, shall not be construed thereafter as a waiver of any such terms and conditions. This entire Agreement shall remain in full force and effect as if no such forbearance or failure of performance had occurred.
- f) As a socially responsible company and signatory of the Tourism Child-Protection Code of Conduct (www.thecode.org, www.ecpatusa.org) the Caribe Royale is committed to combating commercial sexual exploitation of children. The Caribe Royale stands firm in our resolve to create awareness of sex trafficking of children by utilizing our professional resources in the travel and tourism industry. We ask our business partners to do the same.

Please note: This contract has been sent to you on a first option basis. If another organization requests the subject dates, you will be given 48 hours notice to make a commitment via a signed contract or forfeit the space.

This Agreement must be signed by the Group's authorized representative and received by the Hotel by **June 23, 2017**. If a signed original or faxed copy is not received by this date, the Hotel reserves the right to withdraw its Agreement and to release all suites, space and arrangements held or made for this event. The contract will become fully executed when the Group receives a copy of the signed agreement from the Hotel. A facsimile (fax) transmittal of a signed original shall also constitute a legal document.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

Association of Florida Colleges

Authorized Signature

Michael P. Brawer

Chief Executive Officer

6/20/17
Date

Caribe Royale All-Suite Hotel & Convention Center

Kimberly Wetzel
Senior Sales Manager

Date

John Murray
Director of Sales

Date

SIGNATURE REQUIRED BELOW

INCOMPLETE APPLICATIONS WILL NOT BE CONSIDERED

I hereby authorize and direct that any inquiry be made of the references provided and of credit reporting agencies, and agree to hold the hotel harmless from any action arising out of legitimate and proper conduct of credit investigation.

I am authorized to obligate the firm, group, or individual named in item 1 to pay for charges incurred at the Caribe Royale Orlando. I agree that the entity named in item 1 will pay all amounts due to the Caribe Royale Orlando as evidenced by the account, not later than thirty (30) days after check-out/function date, less any disputes.

I hereby specifically agree that if it becomes necessary to place this account with an agency and/or an attorney for collection, I/we agree to pay all costs involved, including agency fees, attorney fees, court costs, and interest. I/we also hereby waive the privilege of having venue changed to the county and state of our residence, and that it shall remain in county and state where goods are sold.

I agree that this document shall not be binding unless and until financial arrangements for settlement of all charges are stated on its face and an authorized signature appears below.

I certify that the above statements and the above information on the face of this document are true and correct.

6/20/17
Date

Signed 

Michael Browe
Name, Print

CEO
Title

AFC
For