



LETTER OF AGREEMENT BETWEEN Innisbrook Golf & Spa Resort -
And Association of Florida Colleges

April 10, 2017

Mr. Michael Brawer
Chief Executive Officer
Association of Florida Colleges
113 East College Avenue
Tallahassee, FL 32301

RE: Association of Florida Colleges Board Meeting
September 13 - September 15, 2017

Association of Florida Colleges ("Group") and Innisbrook, a Salamander Golf & Spa Resort agree as follows:

These arrangements will be a definite commitment upon signing of this agreement (the "Contract") by both parties.

Between now and **April 18, 2017**, unless both parties have agreed upon and fully executed this agreement, should another organization request the dates and be in a position to confirm immediately, we will advise you and you will have three (3) business days to confirm on a definite basis.

If this Contract is not fully executed by **April 18, 2017**, the room block may be automatically released and/ or moved to a second option basis.

GUEST ROOM ACCOMMODATIONS

This Contract applies to the following block of rooms.

TOTAL GUESTROOM NIGHT COMMITMENT: 40

| Room Type | Day | Wednesday | Thursday |
|-------------------|-------------|------------------|-----------------|
| | Date | 9/13/17 | 9/14/17 |
| Deluxe Guestroom | | | 20 |
| One Bedroom Suite | | 10 | 10 |
| Total | | 10 | 30 |

CUT-OFF DATE

The "cut-off date" for accepting reservations into this guest room block is **August 23, 2017**.

Reservation requests received after **5:00 p.m.** local time at the Resort on the cut-off date will be accepted at Resort's prevailing rate, based on availability. Failure to reserve guest rooms before the cut-off date will not impact the enforceability of the Attrition or Cancellation clauses.

RATES

We are pleased to confirm the following special Commissionable Group rates:

| | |
|-------------------|--------------|
| Deluxe Guestroom | \$129 |
| One Bedroom Suite | \$139 |

All rates are quoted exclusive of applicable state and local taxes, currently at 13%.

Room rates are based on single or double occupancy. Any additional occupants 18 years of age and older will be subject to an additional charge of \$20.00 per person, per night, plus applicable taxes.

COMMISSIONABLE

The agreed upon Group guestroom rates, with the exception of discounted Staff room rates and any other lower rated rates, quoted by the Resort shall be commissionable to **Doug Ryan Consulting, LLC**, as agent record. Commissions shall be paid at the rate of ten percent (**10%**) of the net guest room rate for all rooms actually used in the room block and paid for by Group or its attendees over the meeting dates. The Resort will not pay commission on rooms that are complimentary or other special rated rooms. Commission will be calculated on the net room rate less any applicable taxes. Commissions will be paid to **Doug Ryan Consulting, LLC** no later than thirty (**30**) days after full payment of the Master Account is received. No commissions will be paid on cancellation fees or attrition fees collected under the Cancellation or Attrition clauses noted in this agreement.

RESORT SERVICE CHARGE

The Resort Service Charge (**is included in the room rate**) and includes self- parking; use of the fitness center; in-room internet access and meeting space; on property shuttle transportation; in-room newspaper delivery; local and toll free phone calls; in-room coffee service; use of the nature preserve; use of the miniature golf, volleyball, basketball, and six swimming pools; scheduled beach shuttle transportation; and 24-hour gated security for \$20.00 per room per day plus applicable taxes.

ATTENDANT, BELLMAN AND ADDITIONAL GRATUITIES

A suggested additional charge of \$3.00 per room, per night for attendant gratuity and a one-time round trip portage charge of \$8.00 per attendee will be at the discretion of each individual guest. Group will recommend these charges in promotional and registration materials for the event. Additional staff gratuities may be added to your Group master account after submitting a written request to your Convention Services Manager. Requests in advance are suggested at least 4 days prior to pay out. All cash requests will be considered on a case by case basis.

EARLY DEPARTURE FEE

In the event that a guest who has reserved a guest room within your block checks out prior to the guest's reserved checkout date, an early departure fee of **one night's stay** will be charged to that guest's individual account. Guests wishing to avoid this fee must advise the Resort at or before check-in of any change in the scheduled length of stay. The Resort will inform members of your Group of this fee upon check-in. The Resort will deduct any early departure fees that are collected from any amount you may owe as sleeping room attrition.

DISCLOSURE

Group agrees that it will disclose to all members of Group and attendees, the type and amount of all automatic and mandatory charges [e.g., Resort charges, service charges, etc] that will be charged to them by Resort under this Contract. Group agrees that it will also have sole responsibility for

determining whether it is necessary to disclose to members of Group, attendees or any third parties, any other terms of this Contract or the terms of any other relationship between the Group or you and the Resort.

FEES FOR ADDITIONAL SERVICES

The Resort provides a variety of facilities and services not specifically described in this Contract that are available to Groups and individuals at an additional charge. A list of the Resort's current pricing for these facilities and services is available to individual guests upon request. Prices are subject to change.

GUEST ROOM ATTRITION

Resort is relying on, and Group agrees to provide, a minimum dollar amount of guest room revenue (exclusive of food and beverage charges, meeting room rentals, and other non-room charges) which shall be equal to the number of room nights set forth in the Guest Room Accommodation chart times Group's average room rate (exclusive of taxes). As specified in this agreement, the Group agrees to provide a minimum of **\$4,128** in guest room revenue.

The Resort will allow the Group to release up to 20% of the contracted room block without penalty up to sixty (60) days prior to the first arrival date. Accommodations not released are guaranteed by the Group and Innisbrook will guarantee availability of those accommodations to the Group. The Resort and Group agree that the payment described above is a reasonable estimate of the Resort's damage resulting from non-use of the room.

COMPLIMENTARY ROOMS

Group will receive **one (1)** complimentary room night for every 40 rooms occupied, revenue-producing guestrooms sold at the Group rate on a cumulative basis (total room nights utilized divided by 40). Unused complimentary guestrooms will have no monetary value. Credits will be applied to the Group's master account at the conclusion of the meeting. Credits will be applied as follows:

| <u>ROOM/SUITE TYPE</u> | <u>#CREDITS</u> |
|-------------------------------|------------------------|
| Standard Deluxe Guestroom | 1 |
| One Bedroom Suite | 1 |

ADDITIONAL CONCESSIONS

Resort will provide the following additional concessions. Concessions listed below are contingent on Contracted minimums being met as outlined within this agreement. Should pick up fall below those minimums outlined within this agreement, concessions will be adjusted accordingly.

- Resort Fee is Included in the Room Rate
- Complimentary meeting room rental with \$1,000 in catered food & beverage

ROOM AND RELATED CHARGES

Guests will be responsible for their own room and incidental charges upon checkout and the Group will be responsible for all scheduled Group food & beverage and service charges.

HOUSING BY INDIVIDUAL

Individuals will make their own reservations directly with the Resort's reservation office or at 1 (800) 492-6899 (if dialing in the United States, Hawaii or Mexico). Please inform your attendees to request the Group rate for your program. This will ensure that they are charged properly and the Group's guestroom block credited. A website dedicated to your Group can be set up to make reservations for this option.

ON LINE RESERVATIONS

Resort is pleased to offer Groups a customized website reservation system for this event. This allows Group attendees to book their reservations on the internet with links to Group's website. This service is provided at no charge to the Group or individual attendees. If Group would like to utilize on-line reservations, Group contact may request this service from Sales Manager.

GUEST ROOM DEPOSIT

A deposit equal to one night's stay is required to hold each individual's reservation and will not be charged until 7 days prior to arrival. Such deposit shall serve to confirm the reservation for the date (s) indicated, and, upon check-in, shall be applied to the first night of the reserved stay. The deposit paid by individuals is refundable if notice is received at least seventy-two (72) hours prior to arrival and cancellation number is obtained.

BILLING ARRANGEMENTS

A master account will be set up for the Group covering its charges. The estimated amount of the master account must be paid in advance in accordance with the deposit schedule set forth below unless direct billing has been established or a Credit Card is used (See Credit Card Billing). Direct billing requests will be reviewed in accordance with the Resort's normal approval process. Should the Resort determine after establishing Direct Billing or a deposit schedule that your credit status has changed, the Resort will have the option to require payment of all estimated master account charges no later than fourteen (14) days before arrival. 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 Resort. In the event any charges are disputed, all undisputed charges will be paid within thirty (30) days. Should payment not be received within specified time, a 2% (of total invoice) late fee will be assessed to Master bill for each additional thirty (30) days.

CREDIT CARD BILLING

Subject to the terms and conditions of this Agreement, Resort will accept Credit Card Payments for all Transactions. Resort shall honor without discrimination valid Cards properly tendered for use. For purposes of this Contract, "Card" means a credit card issued pursuant to the rules and regulations (the "Rules") of American Express, Discover, MasterCard, VISA, or any "Card" for which Resort provides Card processing. Payment by credit card must be made within ten (10) days of receipt of a reconciled invoice from the Resort.

FOOD & BEVERAGE MINIMUM

Resort is relying on, and Group agrees to provide, a minimum of **\$1,000** in banquet food and beverage revenue. Minimum revenue amounts do not include taxes/gratuities or food & beverage consumed through restaurants/room service/golf outlets. Should the Group fall below the agreed upon food and beverage minimum, the remaining balance will be posted to meeting room rental or utilized to purchase additional food and beverage to reach the minimum. Such amount shall be subject to all applicable taxes, which shall be paid by Group. The Resort and Group agree that the payment described above constitutes liquidated damages and is a reasonable estimate of the Resort's damage resulting from the reduced use of the food and beverage facilities, and does not constitute a penalty.

FOOD AND BEVERAGE/ FUNCTION SPACE POLICIES

Due to licensing requirement and quality control issues, all food and beverage to be served on the Resort property must be purchased through the Resort as well as supplied and prepared by the Resort. All food and beverage prices are subject to **22%** service charge and **7%** state tax and are subject to change without notice. Meeting room rental prices are subject to **7%** state tax.

FUNCTION SPACE

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

| Date | Start Time | End Time | Function | Room | Setup | Agr |
|--------------|------------|----------|-----------------|----------------|-----------------|-----|
| Thu, 9/14/17 | 8:00 AM | 5:00 PM | General Session | Stirling L-M-N | Classroom Style | 50 |
| Thu, 9/14/17 | 8:00 AM | 6:00 PM | Board Meeting | Stirling Q | Conference | 10 |
| Thu, 9/14/17 | 12:00 PM | 1:00 PM | Lunch | Stirling L-M-N | Existing | 12 |
| Fri, 9/15/17 | 7:30 AM | 8:30 AM | Breakfast | Stirling L-M-N | Existing | 35 |
| Fri, 9/15/17 | 8:00 AM | 1:00 PM | General Session | Stirling L-M-N | Hollow Square | 35 |
| Fri, 9/15/17 | 11:15 AM | 12:30 PM | Lunch | Stirling L-M-N | Existing | 35 |

Based on the actualization of **40** total room nights, the agreed upon function space will provided on a complimentary basis.

USE OF FUNCTION SPACE

To protect the safety and security of all the Resort's guests and property, Group agrees that it will not use any items in the function space that create any amplified noise, smell, or visual affect other than decorations without advance notification and written approval by the Resort. Examples of items that require advance approval include, but are not limited to: smoke or fog machines, dry ice, confetti cannons, candles, incense or any other activity that generates smells. Group will obtain any required Fire Marshall or other safety approvals, and agrees to pay any expenses incurred by the Resort as a result of such activity, such as resetting smoke or fire alarms or unusual cleanup costs.

In addition, the Resort is currently holding function space based on the attached program of events. This is considered to be a firm commitment by the Group. Any increase or decrease to that commitment may result in a modification of both function rooms and meeting room rental by the Resort. All function and meeting space is assigned by the Resort according to the number of persons estimated to attend the Group's functions and also to meet capacity guidelines. Should the estimated numbers change substantially, the Resort reserves the right to reassign the space listed on the program of events to accommodate both the Group and all other Groups using the Resort's facilities over the same dates. A failure to submit a finalized program of events to the Hotel four weeks prior to arrival may result in a release of the space being held for the Group and/or reassignment of space more suitable for the finalized program once it has been submitted. The Group agrees to promptly notify the Resort of any changes in the function space requirements so that the Resort can use its best efforts to resell the space.

IN-HOUSE EQUIPMENT

The Resort will provide at no charge a reasonable amount of meeting equipment, (i.e., chairs, tables, blackboard, etc.). The complimentary arrangement does not include audio visual equipment or special set-ups or extraordinary formats that would exhaust the Resort's present in-house equipment to the point of requiring rental of an additional supply to accommodate the Group's needs. If such is the case, the Resort will anticipate it in sufficient time to present two (2) alternatives: 1) The rental cost to the Group for additional equipment; or 2) The change of the extraordinary set-up to a more normal format avoiding the extra cost.

AUDIO-VISUAL & 3rd PARTY SUPPLIERS

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

to inform Resort of any decision to bring in a Third-Party Supplier a minimum of sixty (60) days prior to your event.

WIRELESS INFORMATION

Innisbrook Resort offers complimentary wireless High-Speed Internet access in all meeting space areas and guestroom accommodations.

CONFERENCE SHIPPING AND RECEIVING

The Resort charges a \$50.00 handling fee per 100 pounds for any and all conference materials shipped to the Resort. This amount is subject to review and will be confirmed no later than six months prior to the Group's arrival. This handling fee will cover the following services:

- a. Receiving shipments
- b. Secured storage
- c. Distribution of meeting materials to and from meeting room locations
- d. Repacking and shipping (freight charges not included)

The Resort will not accept C.O.D. shipments, and all arrangements with regard to shipping must be prepaid. The Group Master Account can be designated to cover payments for return shipments only. All shipments should be routed directly to the Resort, NOT to Tampa International Airport or any other intermediate destination.

AIRPORT TRANSPORTATION

The Resort Contracts airport shuttle service to and from Tampa International Airport at a discounted rate per person roundtrip. Children under 3 are complimentary with parent. Please ask your attendees to call **800-258-3826** to arrange shuttle at least 24 hours in advance. Airport shuttle fees are subject to change without notice.

RELOCATION CLAUSE

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

- 1. Accommodations at a comparable Resort as close as reasonably possible at no charge to the guest for the first night the guest is displaced from the Resort.
- 2. One **(1)** complimentary round trip ground transportation between Resort and the alternate Resort for each day the guest is displaced.
- 3. One **(1)** 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 room. If room becomes available and the guest elects not to return to the Resort, the Resort will have no further obligations under this clause.
- 5. Upon return to the Resort, upgraded accommodations (if available) and a welcome expression from the General Manager.
- 6. Credit to the Group for any guests displaced toward its room block pick up for purposes of this Contract and for calculation of the Group complimentary room credit.

CANCELLATION

The Resort 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: | \$4,128 |
| Minimum Food and Beverage Revenue: | \$1,000 |
| Total: | \$5,128 |

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 the Resort accompanied by the payment indicated in the following scale:

From date of contract to 91 days prior to arrival date = 75% of minimum revenue - \$3,846

From 90 days or less prior to arrival date = 100% of minimum revenue - \$5,128

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 the Group to the Resort, rather than the date Group provided notice of cancellation to the Resort. 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 damages that would be incurred by the Resort.

FORCE MAJEURE

The performance of this Agreement by either party is subject to Acts of God, government authority, disaster, or other emergencies, any of which make it illegal or impossible to provide the facilities and/or services for your meeting. It is provided that this Agreement may be terminated for any one or more of such reasons by written notice from one party to the other without liability.

INSURANCE

The Resort and the 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 respective obligations pursuant to this Contract.

INDEMNIFICATION

To the extent allowed by applicable law and subject to sovereign immunities afforded to the 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 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

Both the Group and the Resort shall be responsible for compliance with the public accommodation requirements of the Americans with Disabilities Act as defined by law. The Resort shall provide, to the extent required by the Act, such auxiliary aids and/or services as may be reasonably requested by Group for use in sleeping rooms and public areas of the Resort, provided that Group gives reasonable advance written notice to the Resort of such needs. Group shall be responsible for the cost of any auxiliary aids and services (including engagement of and payment to specialized service providers, such as sign language interpreters), necessary for use in the meeting space used by the Group, other than those types and quantities typically maintained by the Resort.

ARBITRATION/DISPUTE RESOLUTION/ATTORNEY'S FEES

Any controversy, claim or dispute arising out of or relating to this Agreement, shall be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association or JAMS in the State in which the Resort is located. The law of the State in which the Resort is located will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or court proceeding, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs. In addition, Group shall be responsible for payment of attorneys' fees and interest associated with the Resort's efforts to collect monies owed under the terms of this Agreement.

COMPLIANCE WITH LAWS

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

NOTICE

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

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.

CONTENT

To the extent that Group provides any content to Resort, including promotional brochures, flyers, logos, pictures and meeting schedules (collectively, the "Content") for any reason, including for distribution at the meeting. Group hereby warrants that it has all rights and permission necessary to provide the Content to Resort for its intended use, and Group hereby agrees to defend, hold harmless and indemnify Resort, including the payment of any costs, attorney fees, liabilities or expenses, against any claims arising from its use of the Content.

GROUP DATA

To the extent Group provides any information to Resort, including Group's contact information and personally identifiable information of Group's members and meeting attendees (collectively, the "Information") for any reason, Group hereby warrants that it has all rights and permissions necessary to (i) provide the Information to Resort, (ii) transfer the Information to locations both within and outside the point of collection, including to the United States, (iii) grant to Hotel the right to use or release the Information for any lawful, business purpose, including to confirm reservations and to provide stay related communications, and (iv) to allow Resort to provide access to such Information to entities within the reservation, sales and catering, and database management systems and to third parties, including Contracted Vendors. Group hereby agrees to defend, hold harmless and indemnify Resort, including the payment of any costs, attorney fees, liabilities or expenses, against any claims arising from its use or dissemination of such Information.

CONTRACTED VENDORS

The Resort has contracted with certain other providers of services (e.g., destination management companies, florists or drayage/exhibit provider) that Group may elect to use to provide services for its meeting or event ("Contracted Vendors"). Although the use of Contracted Vendors is encouraged, Group may use its own vendors for these services provided that Group's proposed vendors meet minimum standards established by the Resort, including insurance and indemnification requirements.

SECURITY

The Resort does not provide security in the meeting and function space and all personal property left 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, the Resort reserves the right based on its reasonable judgment to require Group to retain security personnel in order to safeguard guests or property in the Resort. 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 Resort, including insurance and indemnification requirements, and at all times remains subject to Resort's advance approval. Security personnel are not authorized to carry firearms without advance Resort approval.

SIGNATURE

This Contract, with exhibits attached (if any), constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing signed by the Resort and the Group. Oral modifications to this written Contract, even if allowed by local law, will not be considered binding.

The undersigned represent that they are authorized to sign and enter into this Contract.

Notice may be sent via facsimile transmission and will be considered effective as of the date and time of the facsimile confirmation of transmission.

For Salamander, Innisbrook, LLC dba
Innisbrook Golf & Spa Resort

By: _____

By: _____



Name: Julie Kissel

Name: Mr. Michael Brawer

Title: Director, Regional Sales

Title: Chief Executive Officer

Date: _____

Date: _____

5/30/17

By: _____

Name: Bill McKay

Title: Director of Sales & Marketing

Date: _____