



# The Shores

RESORT & SPA

DAYTONA BEACH SHORES, FLORIDA

1.3.5

May 23, 2017

GROUP NAME: Association of Florida Colleges  
 CONTACT: ~~Doug Ryan~~ Michael Brawer  
 TITLE: Planner CEO  
 ADDRESS: ~~124 Ariana Gove~~ 1725 Mahan Dr.  
 Crawfordville, FL 32327 Tallahassee, FL 32308  
 EMAIL: doug@dougyanconsulting.com mbrawer@myafchome.org  
 PHONE: ~~850-528-2981~~ 850-222-3222  
 FAX:

Pursuant to this contract, once accepted, Association of Florida Colleges will hold a meeting at The Shores Resort & Spa ("Hotel").

## MEETING DATES AND GUEST ROOM BLOCK

Once this contract is accepted, we will remove from our inventory and consider sold to you for your use room nights pursuant to the following arrival and departure pattern:

ROOM TYPE	RATE	10/04/2017
		Wed
*Run of House	\$129.00	27
Ocean Front King w/ Balcony	\$129.00	3
TOTAL		30

*(Rollaway beds are not available; however, sofa sleepers are available in some king-bedded rooms)*

Total Room Nights: 30 Check-in: 4:00pm Check-out: 11:00am

## PARKING:

The Hotel proudly offers ample \$5.00 self-parking (inclusive of applicable taxes). Valet parking is available for all guests for an additional fee of \$20.00 (taxable at 6.5%), per car for overnight guests.

Room rates quoted above are subject to tax, which is currently 12.5%, and are commissionable to Doug Ryan Consulting, at 10% of revenue generated from room rates on room nights within the pattern set forth above actually occupied by your attendees. Commission will be paid after your Master Account is settled in full.

### **ADDITIONAL CONCESSIONS:**

Hotel will provide the following contract concessions based on the pick-up and payment of a minimum of ninety percent (90%) of your contracted room block. Should Group fall short of their contracted block, Hotel reserves the right to remove concessions at its discretion.

- The Hotel shall provide One (1) Complimentary guest room for every Fifty (50) paid and consumed by Group on a cumulative basis. Guest room must be assigned to an individual and has no cash value, and cannot be credited to the Master Account.
- (3) Complimentary upgrades to Oceanfront King with Balcony at Group Rate of \$129.00
- (3) Complimentary VIP amenities (Resort's Choice)
- Waived fees for Group providing own A/V equipment. Charges may apply should client need assistance with their equipment.
- Complimentary Internet in both Guestrooms as well as in the Function space
- Waived Resort Fee (\$20.00 value per room per night)
- Discounted Self Parking Fee of \$5.00 per day (\$10.00 savings per day)

### **ROOM RESERVATION PROCEDURES**

From the moment this contract is accepted, we will be holding your contracted guest room block for the use of your attendees.

In order to assign individuals to specific rooms, room reservations will be required. We understand that your guests will be phoning in their reservation requests, to the following number: (866) 934-7467. It is important that each of your guests contact the hotel at least thirty days prior to your arrival date and identify themselves as part of your group, and provide us with guest name, requested type of room, requested bed type (i.e. king, queen/queen or suites), check-in and check-out dates, and VIP status. Any requests for special room arrangements must be made at the time of this call. It would be appreciated if the Hotel could be included on the attendee mailing list, to stay informed as to when reservations are likely to begin arriving. The Hotel does not confirm reservations in writing.

**Thirty** days prior to your arrival date, all room nights which have not been reserved as described above will be deemed to be room nights which your group will not use, and they will become subject to the attrition provisions herein. Such room nights will at that date be returned to the hotel's general inventory. Reservation requests from your attendees received less than thirty days prior to your arrival date will be accepted on a space available basis, at the higher of the contract rate or rate available at that time. Should such requests be accepted, such room nights will be credited to your block for purposes of any calculation of attrition.

### **CHECK-IN / CHECK-OUT**

Guest accommodations will be available at 4:00 p.m. on arrival day and reserved until 11:00 a.m. on departure day. Any attendee wishing special consideration for late checkout should inquire at the front desk on the day of departure.

### **GUEST ROOM CHARGES**

It is our understanding that your guests will sign for room and tax only to the master account. In order to be able to access the ancillary services of the hotel, each guest will be required to present a valid credit card upon check-in, on which an amount of sufficient pre-authorization can be obtained to cover the anticipated use of the hotel's ancillary services. Should any guest not settle his or her account in full upon departure, the group will be responsible for those charges.

## FOOD & BEVERAGE / MEETING REQUIREMENTS

Though we usually charge for usage of our function space, the hotel will provide all of the function space you require in accordance with the schedule of events which is described below on a complimentary basis, in recognition of the revenue we will derive from the provision of room nights and food and beverage services and ancillary services hereunder. Please ensure that the schedule below includes all space necessary to accommodate set-up and break-down times, all audio-visual needs, head tables and displays.

Six months prior to your event, we require a final estimated program of events in order to finalize your specific daily requirements. Three months prior to your event, we require a final program of events in order to finalize specific daily requirements. Should we not receive these documents at six and three months prior to your event, we reserve the right to use your program from your last meeting, so long as it does not exceed the parameters of the schedule of events below. Nothing in these documents will be construed to waive or alter the rooms and food and beverage revenue requirements set forth in this contract. Should you desire additional food and beverage services and/or meeting space beyond that specified in the schedule of events below, please advise us as soon as possible so that we may attempt to secure such additional space for your use. The hotel reserves the right to make reasonable substitutions in meeting and banquet rooms and/or menu selections. Diagrams and identification of the hotel's meeting space to be used for your meeting may not be disseminated by the group without the hotel's prior approval.

## SCHEDULE OF EVENTS

FUNCTIONS								
DAY	DATE	START	END	FUNCTION	ROOM	SETUP	ATTD	RENTAL
Wed	10/4/17	1:00 PM	7:00 PM	Meeting	Coastal Room	Conference	30	

## ROOM BLOCK AND SERVICES COMMITMENT

When you contract for a block of rooms and meeting facilities and for food and beverage services, those room nights, facilities and services are removed from our inventory and considered sold to you, and the hotel makes financial plans based upon the revenues it expects to achieve from your full performance of the contract. It is impossible for the hotel to know in advance whether or under what circumstances or at what rates it would be able to resell your contracted room nights, services or facilities if you do not use them, either as the result of a cancellation of your meeting or as the result of less than contracted room block usage or less than contracted usage of food and beverage functions ("attrition"). In most instances, when groups do not use their contracted room nights or services, the hotel is unable to resell those room nights or services and even when room nights or services are resold, they are generally not resold at the same rates, may be resold to groups which would have utilized the hotel at another time, are not resold to groups that have the same needs as the original group, etc. Even when rooms or services may be resold, it is costly to re-market the rooms and facilities, and such efforts divert the attention of our sales staff from selling the hotel's rooms and facilities at other times. While your room block has been held out of our inventory, we may have turned away more lucrative groups in order to meet our commitment to you.

For all these reasons and others, we agree that in the event of cancellation or attrition, the following charges, which represent a reasonable effort on behalf of the hotel to establish its loss prospectively, shall be due as liquidated damages. Because the hotel reasonably expects to derive revenue from your meeting above and beyond that revenue derived from the provision of room nights and food and beverage services, and because it is difficult to estimate the actual revenue which may be derived

from your meeting, the amounts due as and for liquidated damages are intended to compensate the hotel for all of its losses associated with cancellation and/or attrition.

### **ANTICIPATED ROOM NIGHT AND BANQUET FOOD AND BEVERAGE REVENUE FIGURES**

At this time, the hotel is holding 30 room nights for your use over the contracted dates, totaling revenues of \$3,870.00. Planned banquet food and beverage revenue is \$0.00. A service charge of 22% of the total food and beverage revenue will be added, which will be provided to wait staff employee, service employees and/or service bartenders. All revenue figures are net and not inclusive of taxes, service charges, administrative fees, or commissions.

### **ATTRITION**

We agree to allow for a 10% reduction in each of the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures", provided that you make a written request for that reduction between now and 60 days prior to your arrival date. At the conclusion of your meeting, we will subtract the rooms revenue derived from your meeting (excluding revenue derived from pre and post program stays) and the amount of any permissible attrition you have taken from the Anticipated Room Night Revenue Figure set forth above. A charge in the amount of 90 percent of any remaining amount will be posted to your master account, plus applicable taxes. Additionally, at the conclusion of your meeting, we will subtract the banquet food and beverage revenue derived from your meeting and the amount of any permissible attrition you have taken from the Anticipated Banquet Food and Beverage Revenue Figure set forth above. A charge in the amount of 90 percent of any remaining amount will be posted to your master account, plus applicable taxes and service charges.

At the reservations due date, as established above, we will calculate the amount of room attrition which we anticipate will be due. We will advise you of that amount shortly thereafter, and that amount will be due immediately upon receipt of our invoice. Upon receipt of your payment, that amount will be credited to your master account and will be applied to the final calculation of rooms and food and beverage attrition upon the conclusion of your meeting.

### **CANCELLATION**

In the event of a group cancellation occurring 0 to 90 days prior to arrival, liquidated damages in the amount of ninety percent of the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures" will be due, plus applicable taxes and service charges.

In the event of a group cancellation occurring 91 to 180 days prior to arrival, liquidated damages in the amount of eighty percent of the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures" will be due, plus applicable taxes and service charges.

In the event of a group cancellation occurring 181 to 365 days prior to arrival, liquidated damages in the amount of seventy percent of the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures" will be due, plus applicable taxes and service charges.

In the event of a group cancellation occurring between the time of acceptance of this contract and 366 days prior to arrival, liquidated damages in the amount of fifty percent of the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures" will be due, plus applicable taxes and service charges.

### **FORCE MAJEURE**

No damages shall be due for a failure of performance occurring due to Acts of God, war, government regulation, disaster, or strikes, any one of which make performance impossible.

## **BILLING PROCEDURES AND DEPOSIT SCHEDULE**

Please complete the enclosed direct bill application and return it to our Accounting Department within 30 days so that we may attempt to approve credit for your meeting. In the event that credit is not requested or is not approved, pre-payment of your total estimated Master Account will be due prior to your arrival, in accordance with a schedule to be determined by the hotel at its sole discretion. Under such circumstance, failure to remit the appropriate pre-payment on a timely basis will be considered a cancellation by the group and the group shall be liable for amounts as described in the cancellation provisions.

The following items shall be charged to the Master Account: sleeping rooms, tax, service charges, banquet food and beverage charges, attrition charges, meeting space rental charges, cancellation charges, and any other charges billed to the Master Account at the request of the authorized representative of the group, as designated by the group in advance of the commencement of the meeting. Moreover, all third party charges for services and/or supplies, not directly supplied by the Hotel, will be billed to the Master Account whether they have been arranged for by the Hotel or directly by the Group. A handling fee in the amount of 10 percent of all third party charges will be assessed if placed on the Master Account. Group further agrees that all charges associated with use of the grounds, function space, facilities and services of the Hotel by its vendors shall be posted to the Master Account. All master account charges not paid within 10 days of the billing date will bear interest at the lower of the rate of 1.5% per month, compounded monthly, if permissible by law, or the highest rate permissible by law. Should the hotel, in its sole discretion, deem collection action necessary in regard to outstanding balances hereunder, all costs associated with that collection action, including attorney's fees, shall be posted to the master account.

Individual guest accounts are payable at check-out by cash or credit card.

The deposits and payments outlined in the table below are due as indicated. The deposits and payments will be applied to your master account in the form of credits.

## **AUDIO-VISUAL EQUIPMENT**

The Shores Resort & Spa is pleased to have selected **PSAV Presentation Services** as the audiovisual provider for our customers. PSAV Presentation Services has provided outstanding service for conventions, meetings and special events across the United States since 1937. A complete line of basic and specialized audio, video and lighting equipment, along with professionally trained technicians, are available through PSAV Presentation Services. PSAV Presentation Services can help you achieve a successful event of any size and technology.

**PSAV Presentation Services may be contacted by dialing (386-947-8038) or via email [jtaylor@psav.com](mailto:jtaylor@psav.com).**

PSAV Presentation Services is our preferred audiovisual provider and the Hotel will charge an additional fee for the technical support of any available Hotel services that the Group elects to procure from an outside vendor. Any connection to the ceiling or supporting structure of the Hotel must have approval from the Hotel prior to installation. Specific guidelines will be enforced. Additionally, Hotel maintains exclusive control over all connections to house audio, lighting, and electrical systems, and exclusive control over all signs, banners, decorations, or balloon drops suspended in the hotel. Specific guidelines are enforced. Appropriate charges will apply.

Use of any outside vendor requires the approval of the Hotel's General Manager. The Hotel will

charge an additional fee for the technical support of any available Hotel services that the Group elects to procure from an outside vendor. Any connection to the ceiling or supporting structure of the Hotel must have approval from the Hotel prior to installation. Specific guidelines will be enforced. Additionally, Hotel maintains exclusive control over all connections to house audio, lighting, and electrical systems, and exclusive control over all signs, banners, decorations, or balloon drops suspended in the hotel. Specific guidelines are enforced. Appropriate charges will apply.

### **OUTSIDE CONTRACTORS**

The Hotel offers all services necessary for a successful meeting. However, if Group finds it necessary to use outside services, any companies, firms, agencies, individuals and groups hired by or on behalf of Group shall be subject to the prior approval of the Resort. Upon prior reasonable notice to the Hotel from Group, the Hotel shall cooperate with such contractors and provide them with facilities at the premises to the extent that the use and occupancy of the facilities by the contractor does not interfere with the use and enjoyment of the Hotel premises by other guests of the Hotel. Group's contracts with its contractors will all specify that the contractor and the Group will indemnify and hold the Hotel harmless from any and all damages or liabilities which may arise by such contractors or through their use.

### **INSURANCE AND INDEMNIFICATION**

Hotel and Association of Florida Colleges each agree to carry and maintain and provide evidence of liability and other insurance in amounts sufficient to provide coverage against any claims arising from any activities arising out of or resulting from the respective obligations pursuant to this contract. Group's insurance policy shall name the Hotel as an additional insured. Damage to the Hotel premises by the Group or appointed contractors will be at the Group's responsibility. The Hotel is not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal effects brought into the Hotel.

The Hotel reserves the right to approve all outside contractors hired for use by the Group in the Hotel. The Hotel reserves the right to charge a fee for outside services brought into the Hotel and to require the Group and/or outside contractor to provide proof of worker's compensation insurance for employees who will work on Hotel premises and proof of adequate general liability coverage for the Group and/or outside contractors' activities while on Hotel's premises.

The Hotel shall indemnify, defend and hold harmless the Group and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Hotel's negligence in connection with the provision of services or the use of the Hotel facilities. The Hotel shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

The Group shall indemnify, defend and hold harmless the Hotel and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Group's negligence and/or its members' negligence in connection with the use of the Hotel facilities. The Group shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

Moreover, the hotel and group will each indemnify and hold harmless the other from any liability arising from violations of the Americans with Disabilities Act by the indemnifying party.

## **HOTEL POLICIES**

**Utilities:** All electrical services and utilities, including phone and riggings, are contracted through the Hotel's Convention Services Department. Electrical service order forms are available through the Convention Services Department and should be returned 15 days prior to the event.

**Signage:** All signs must be professionally printed and their placement and posting be pre-approved by the Convention Services Department. Nothing shall be posted, nailed, screwed or otherwise attached to walls, floors, or other parts of the building or furniture. Distribution of gummed stickers or labels is strictly prohibited.

## **AUTHORITY**

The persons signing the agreement on behalf of Hotel and Association of Florida Colleges each warrant that they are authorized to make agreements and to bind their principals to this agreement.

## **MISCELLANEOUS PROVISIONS**

This contract is made and to be performed in Daytona Beach Shores, Florida, and shall be governed by and construed in accordance with Florida law. By executing this agreement, Association of Florida Colleges consents to the exercise of personal jurisdiction over it by the courts of the State of Florida. This contract is the entire agreement between the parties, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications between the parties, and may only be supplemented or changed in writing, signed by a representative of the group and the hotel's General Manager. No representative of the Hotel has been or is authorized to make any representation which varies from the express terms of this contract, though this contract may be supplemented or amended in writing. In the event of litigation arising from or associated with this contract, the parties agree that the prevailing party therein shall recover its attorneys' fees and costs incurred therein. Any legal action in connection with this agreement shall be brought or maintained only in the courts of the State of Florida, and only in Volusia County. No food and/or beverage of any kind will be permitted to be brought into the hotel by the group or any of the group's guests.

## **NOISE ORDINANCE/QUIET ENJOYMENT:**

The Hotel and Group agree to abide by the noise ordinance set by the City of Daytona Beach Shores for outside venues. Current regulations state at 10pm, there shall be no loud, or live music, DJ's or sound systems. Groups may continue to utilize outside areas until 11pm without music, however the events must be concluded no later than 11pm. Events taking place on the 11<sup>th</sup> floor, shall have an 11pm noise ordinance. All music, dancing and entertainment must conclude no later than 11pm. Groups wishing to conclude events later than 11pm must use the Main Ballroom as these restrictions do not apply. The Hotel reserves the right to conclude an event prior to the scheduled end time should the event go beyond these limits.

## **ACCEPTANCE**

This contract shall be deemed accepted only after it has been signed by a representative of the group and thereafter signed by a representative of the hotel. Acceptance may be made by facsimile transmission and this contract may be executed in one or more counterparts, each of which when filled executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement.

We look forward to working with you and to hosting a memorable meeting.

By Association of Florida Colleges's authorized representative:



Date: 5/30/17

~~Doug Ryan~~ Michael Braver  
~~Planner~~ CEO  
Association of Florida Colleges

By the Hotel's authorized representative:

Date: \_\_\_\_\_

\_\_\_\_\_  
Michelle Waddell  
Sales Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Lisa Shavatt  
Regional Director of Sales and Marketing



**CREDIT CARD AUTHORIZATION**

Company **Association of Florida Colleges**  
Date of Function: **10/04/2017 – 10/05/2017**

Name of Event **Association of Florida Colleges**

*I irrevocably authorize my credit card to be used for the following services at THE SHORES RESORT & SPA*

**Please select one of the following:**

**Payment**

**Deposit Only**

CHECK ALL THAT APPLY:

- \_\_\_\_\_ All Group Room, Tax and Associated Charges *(Including room(s) attrition and cancellation fees)*
- \_\_\_\_\_ All Banquet Food and Beverage and Associated Charges *(Including tax, service charge(s), food & beverage attrition and cancellation fees)*
- \_\_\_\_\_ All Master Account and Other Misc. Charges
- \_\_\_\_\_ Group Deposit of \$ \_\_\_\_\_ (Per Contract)
- \_\_\_\_\_ Following Charges Only: \_\_\_\_\_

Comments:

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Credit Card Type:  VISA       MASTERCARD       AMERICAN EXPRESS       DISCOVER

Card Holder Name *(Exactly as it appears on card)*: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ CVV: \_\_\_\_\_

**FOR BUSINESS CREDIT CARDS** *(If used for Direct billing guarantee, please provide: Contact person, billing address & telephone number(s))*

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_ Phone#: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*(I warrant and represent that I am authorized to agree that above charges for this event are posted to the above listed credit card)*

*If credit card is used as guarantee of payment, an authorization hold for the estimated balance will be put through 3 days prior to program. All invoices are due in accordance with contract terms. After 30 days if payment is not received, credit card will be charged.*