



GUEST ROOM AGREEMENT

May 1, 2017

The following represents an agreement between the Zota Beach Resort and Association of Florida Colleges and outlines specific conditions and services to be provided.

DESCRIPTION OF GROUP AND EVENT

ORGANIZATION: Association of Florida Colleges
NAME OF EVENT: AFC Legislative Committee Annual Retreat
CONTACT: Mr. Michael Brawer
ADDRESS: 113 East College Avenue
 Tallahassee, FL 32301
PHONE NUMBER: 850-528-1082
EMAIL ADDRESS: Mbrawer@myafchome.org

SLEEPING ROOM COMMITMENT

The Hotel will provide 30 room nights for the year 2017:

	Sun 07/30	Mon 07/31
Resort View Guestroom	15	15

7/30 - 8/1/17

The Hotel will offer the following rates:

Room	Group Rate
Resort View Guestroom	\$149.00

- Hotel's room rates are subject to applicable state and local taxes (currently 12%) in effect at the time of check-in unless attendees provide Florida Tax Exempt Certificate with form of payment to match.
- Waived Resort fee of \$39.00 per room per night for group.
- Complimentary Wi-Fi in guestrooms and meeting space.
- Complimentary Self-Parking
- Group rate will be offered 3 days pre and post block dates based on availability.
- (2) Two complimentary upgrades to Beach View Guestrooms at the group rate with (2) two welcome amenities for designated VIP's.
- Waived meeting room rental fee with a minimum of \$1,500.00 in food and beverage.
- These rates are confirmed on a net, non-commissionable basis.

RESERVATIONS, CUT-OFF AND CHECK-IN

Reservations for the Event will be made by a rooming list. Association of Florida Colleges will forward the rooming list to the Zota Beach Resort by Wednesday, June 28, 2017. This list should indicate full names of guests, arrival dates, departure dates, pairings for shared rooms and room type request. All reservations made by rooming list will be automatically guaranteed for late arrival by AFC Legislative Committee Annual Retreat. If guests identified on the rooming list do not check-in on the specified day AFC Legislative Committee Annual Retreat will be charged for the no shows. After the cut-off date reservations will be accepted on a space available and rate available basis.

4711 Gulf of Mexico Drive • Longboat Key, Florida 34228

• Sales Direct: 941.387.1605 • Sales Fax: 941.387.1617

CHECK-IN AND CHECK-OUT TIMES

Our check-in time is 4:00pm, checkout time is 11:00am. All guests arriving before 4:00pm will be accommodated as rooms become available. Our Guest Service Desk can arrange to check luggage for those arriving early when guestrooms are unavailable and for guests attending functions on departure day.

Should a guest require a late check out, they will need to contact the Front Desk for availability and applicable charges will apply.

GUEST ROOM BLOCK ATTRITION

Under the terms of this agreement, and in accordance with the information you have provided to us regarding your needs, we have now taken out of our inventory the sleeping rooms outlined herein.

We require at least 85% utilization of your total blocked room nights. Association of Florida Colleges, will be responsible for rooms unsold from original block, less allowed attrition. Attrition will be calculated by multiplying number of remaining sleeping room night's times group rate, excluding taxes.

In addition, should you have meeting space at the Zota Beach Resort we reserve the right to review the meeting space that has been held and make the appropriate changes in the ratio from guest rooms reserved versus meeting space needed.

PARKING CHARGES

The Zota Beach Resort provides complimentary self - parking.

MEETING ROOM RENTAL

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
Monday 7/31/2017	8:00 AM	9:00 AM	Breakfast	Zara North	Existing	20	Waived based on agreed food and beverage minimum of \$1,500.00
7/31/2017	8:00 AM	5:00 PM	Meeting	Zara North	Conference Style	20	
7/31/2017	12:30 PM	1:30 PM	Lunch	Zara North	Flow	20	
Tuesday 8/1/2017	8:00 AM	9:00 AM	Breakfast	Zara North	Flow	20	
8/1/2017	8:00 AM	12:00 PM	Meeting	Zara North	Conference Style	20	

ROOMS ARE SUBJECT TO CHANGE

BANQUET CHARGES

There is a 22% Service Charge added to all Food, Beverage, Rental Equipment & Room Rental services. A 7% State Tax is applied to the final sub-total of the billing.

FOOD & BEVERAGE POLICIES

At the time of receipt of this signed agreement, our Sales and Catering Manager will be assigned to discuss all details from guest room reservations, meeting room setup, catering events and Audio Visual.

Menu selections must be received by our Sales and Catering Manager at least thirty (30) days prior to the function. All food and beverage items consumed in banquet rooms and outlets must be purchased at the Hotel. Minimum guarantees for all food and beverage functions must be stated to the Hotel, in writing, at least seven (7) business days (not to include Saturday and Sunday) prior to the event. All charges are based upon guarantee, or the actual number of guests served if greater than the guarantee. The Hotel will set for 5% over the guarantee.

All banquet checks must be signed by the on-site contact once the food and beverage function is completed and any discrepancies in counts or charges must be identified and resolved at this time.

Association of Florida Colleges attendees will be admitted into the banquet rooms and expected to depart at the times stated on the function agenda of this contract unless times are changed in writing to the Sales and Catering Manager assigned to your group.

The Hotel reserves the right to approve all signage in advance of the function. All signage must be professionally printed. No signs are allowed on the guest levels, elevators and main lobby of the Hotel. No signage inside the meeting rooms will be taped or tacked the banquet room walls. If bulletin boards are required, they will be provided by the Hotel's Audio-Visual department at a small charge. **If banners need to be hung, a banner hanging fee of \$25.00 per banner** will be assessed and charged to the master account.

The Hotel reserves the right to charge a clean-up fee if excessive cleaning is needed, i.e., if glitter, confetti or the likes are used as part of decorations for a function.

FOOD AND BEVERAGE ATTRITION

Based on the approximate number of guests set forth above, a minimum of **\$1,500.00** in banquet Food and Beverage must be spent at your function. This minimum does not include service charges, tax, labor fees, audio visual, parking, or any other miscellaneous charges incurred. Should your final count drop below the approximate number of guests listed above, we will be happy to advise you on additional alternatives in food and beverage which will bring you back up to the agreed upon minimum figures for your function.

BEVERAGE LIABILITY

All alcoholic beverages to be served on the hotel premises for the event must be dispensed by the hotel servers or bartenders. Proper identification may be required to verify age. We reserve the right to refuse service to any persons who do not display proper identification or may appear intoxicated.

LIABILITY

The Hotel and **Association of Florida Colleges** agree to adhere to all local, state and federal laws which may apply to the group and its activities. The hotel reserves the right to control and inspect all private events. Liability for damages to the premises will be charged accordingly. We will not assume responsibility for the damage or loss of any items left in the hotel by you or any persons associated with your event.

SECURITY

Should **Association of Florida Colleges** require security support, the hotel will assist in securing these arrangements. The hotel will not be held responsible for any items left in the meeting rooms. **Association of Florida Colleges** will assume all risk and responsibility for any personal property and/or equipment that you may bring into the hotel that may be damaged, lost or stolen during your event, and will not hold the hotel responsible for any such loss or damage.

PACKAGE RECEIVING

Boxes will be received no earlier than four (4) days prior to your event. To ensure proper delivery, the following information must be included on all boxes shipped to the hotel:

- Title of event
- Date of event
- Name of hotel guest and guest arrival date
- Name of Sales and Catering Manager

All boxes in excess of five (5) will incur a **\$10.00 per box handling fee**. Any materials shipped upon the conclusion of the event are the responsibility of the client. These materials must be properly packaged and labeled appropriately and include all proper destination information including shipping account numbers.

PUBLICATION

The **Zota Beach Resort** reserves the right to review any published material regarding the Hotel and its services. Please provide a copy of any material for review before it is distributed to your attendees. The Hotel will not be responsible for any incorrect information published that has not been pre-approved.

CHANGES, ADDITIONS, MODIFICATIONS

All changes, additions, deletions, or stipulations including corrective lining out by either the Hotel or **Association of Florida Colleges** will not be considered agreed to or binding to the other unless such modifications have been initialed or otherwise approved in writing by the other.

DEPOSIT PROCEDURE AND TIMELINE

An advance non-refundable deposit of **\$1,000.00** is required with the return of this signed agreement for the Hotel to hold your arrangements on a definite basis. This advance deposit is due payable to the hotel on **May 11, 2017**. Deposits can be made by check or credit card. The Hotel reserves the right to cancel this group agreement or withhold services should the deposit schedule not be met.

PAYMENT PROCEDURES

A Credit Card is required as a secure form of payment with the return of the signed contract in order to guarantee space. Please note, charges will only be applied to the card in the event another valid form of payment has not been received at the conclusion of your program or in the event of a cancellation or your program and payment obligations have not been met accordingly.

Please confirm the responsible party for each category:

Room & Tax:	Individual
Resort Fee:	Waived
Banquet Food / Beverage:	Master Account
Incidentals:	Individual

All hotel events require a guarantee of payment at the time of booking by either credit card or cash deposit. All groups are required to have their event(s) prepaid at least and no later than seven (7) days prior to the event date. This company policy is strictly enforced and no exceptions will be made. Your event coordinator will provide an estimated balance receipt for you.

RESORT FEE – Waived

Guests will NOT incur a \$39.00 per room, per night Resort fee. Self-Parking at resort, Pool Towel Service at the resort pools, Beach Chairs for use on resort's private beach, Wireless Internet service in-room and public space of resort, In-room coffee, Daily newspaper, Unlimited local calls from guest rooms, as well as Fitness Center access and use will be provided complimentary.

IMPOSSIBILITY

The **Zota Beach Resort** and **Association of Florida Colleges** reserves the right to terminate this contract if management decides that there has been a misjudgment or misrepresentation in the booking, or if the group intentions appear to be controversial or destructive to the hotel. The **Zota Beach Resort** may also terminate the agreement if circumstances are encountered that make it inadvisable to provide facilities and/or hold the event. If the **Zota Beach Resort** comes upon an inescapable situation and all possible remedies have been exhausted, the Hotel may terminate the contract with a full

refund of the client's deposit. The **Zota Beach Resort** will do everything possible, but not guarantee to relocate the group. The Hotel cannot guarantee the same prices, terms, or conditions at the new location

The **Zota Beach Resort and Association of Florida Colleges** may cancel the agreement without penalty or liability of any kind due to delays or failure of performance resulting from: Acts of God, Strikes, Lock Outs, Riots, Avalanches, Acts of War, Epidemics, Fire, Communication Line Failures, Earthquakes, or other such man-made or natural disasters.

FULL CANCELLATION

INDIVIDUAL CANCELLATION: Individuals canceling within 72 hours of arrival will be charged a penalty of one night's room and tax.

FULL GROUP CANCELLATION: If cancellation occurs, written notification is required. **Association of Florida Colleges** agrees to pay Hotel, within thirty (30) days after written notification to the Hotel, as liquidated damages and not as a penalty, the amount listed in the Chart below.

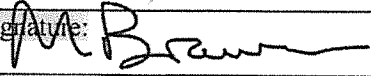
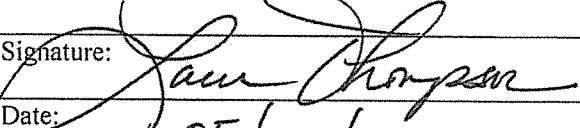
Date Cancellation Notice Received Prior to First Program Dates	Amount of Liquidated Damage Due
From 365 days to 181 days prior	25% of expected total revenue
From 180 days to 91 days prior	50% of expected total revenue
From 90 days to 31 days prior	75% of expected total revenue
From 30 days or less	100% of expected total revenue

Provided that **Association of Florida Colleges** timely notifies **Zota Beach Resort** of the Cancellation and timely pays the above liquidated damages, Hotel agrees not to seek additional damages from **Association of Florida Colleges** relating to the Cancellation.

ACCEPTANCE

Please sign and return a copy of the Agreement by **Thursday, May 11, 2017**. This agreement will constitute a binding contract between the **Zota Beach Resort and Association of Florida Colleges**. The individuals signing below represent that each is authorized to bind his or her party to this Agreement. If this Agreement is not received by **Thursday, May 11, 2017**, all rooms and space referred to herein will be release, and neither party will have any further obligations under this Agreement.

The **Zota Beach Resort and Association of Florida Colleges** have agreed to and have executed this Agreement by their authorized representatives as of the dates indicated below.

Organization: Association of Florida Colleges	Hotel: Zota Beach Resort
Name: Mr. Michael Brawer	Name: Lauren Thompson
Title: Chief Executive Officer	Title: Associate Director of Sales
Signature: 	Signature: 
Date: 05/01/17	Date: 05/01/17