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QUICK CONFIRMATION AGREEMENT
Hilton Cocoa Beach Oceanfront
1550 North Atlantic Avenue
Cocoa Beach, FL 32931

This Quick Confirmation Agreement ("Agreement") is by and between Florida College System Councils ("Group" or "you" or "your(s)") and Driftwood Hospitality ("Owner"), d/b/a Hilton Cocoa Beach Oceanfront (the "Hotel" or "we" or "us" or "our").

Especially Prepared for:		Event & Hotel Information:	
Client Contact Name:	Michael Brawer	Name of "Event":	Florida College System Councils
Title:	Executive Director & CEO	Date(s) of Event:	06/06/17 – 06/09/17
Company Name:	Association of Florida Colleges	Post to Reader Board As:	Florida College System Councils
Address:	113 E. College Avenue	Hotel Contact:	John Read
City, State, Zip:	Tallahassee, FL 32301	Title:	Director of Sales
Phone:	850-528-2981	Phone:	321-613-9023
Email:	mbrawer@myafchome.org	Email:	john.read@hilton.com

SLEEPING ROOMS AND RATES ("Room Block"):

ROOM TYPE	RATE	06/06/17	06/07/17	06/08/17
		Tuesday	Wednesday	Thursday
City View (Standard)	\$169.00*	25	95	75

- The hotel will provide one (1) breakfast coupon per room per night for a full American style Breakfast Buffet. The coupon includes breakfast, beverage, tax and tip. The \$20 coupon will be deducted from the \$169 and commission will be paid on the net rate of \$149 per room night.

TOTAL SLEEPING ROOM NIGHTS RESERVED: 195 - TOTAL ANTICIPATED SLEEPING ROOM REVENUE: \$32,955.00

Sleeping room rates as noted in the "Room Block" above are commissionable and are quoted exclusive of applicable state and local taxes, fees and assessments. Quoted sleeping rates will be offered, based on availability of contracted room type(s), to your attendees three days before and three days after the above dates.

DAY	DATE	START	END	FUNCTION	ROOM	SETUP	ATTD	Setup Fee
Tuesday	06/06/17	05:00 PM	11:59 PM	Registration	Prefunction	Registration	0	\$500.00
Tuesday	06/06/17	06:00 PM	07:00 PM	Meeting	Seahorse	Conference	12	
Wednesday	06/07/17	08:00 AM	05:00 PM	Meeting	Sawgrass	Special Setup Instructions	50	
Wednesday	06/07/17	09:00 AM	11:55 PM	Meeting	Sawgrass	Special Setup Instructions	0	
Wednesday	06/07/17	12:00 PM	12:55 PM	Lunch	Sawgrass	Special Setup Instructions	0	
Wednesday	06/07/17	01:00 PM	05:00 PM	Meeting	Sawgrass	Special Setup Instructions	0	
Wednesday	06/07/17	03:30 PM	04:00 PM	Break	Sawgrass	Special Setup Instructions	0	
Wednesday	06/07/17	04:00 PM	06:00 PM	Meeting	Sawgrass	Special Setup Instructions	0	
Wednesday	06/07/17	05:00 PM	06:00 PM	Meeting	Sawgrass	Special Setup Instructions	0	
Wednesday	06/07/17	08:00 AM	05:00 PM	Meeting	Dunes 1 & 2	Classroom	50	
Wednesday	06/07/17	08:00 AM	11:59 PM	Registration	Prefunction	Registration	0	
Wednesday	06/07/17	05:00 PM	07:00 PM	Meeting	SandCastle 1	Conference	12	
Wednesday	06/07/17	05:00 PM	07:00 PM	Meeting	SandCastle 2	Conference	12	
Thursday	06/08/17	07:30 AM	11:59 PM	Registration	Prefunction	Registration	0	
Thursday	06/08/17	08:30 AM	11:55 AM	Meeting	Dunes & Sea Oats	Crescent Rounds	150	
Thursday	06/08/17	08:30 AM	01:00 PM	Meeting	Dunes & Sea Oats	Crescent Rounds	0	
Thursday	06/08/17	10:30 AM	10:45 AM	Break	Dunes & Sea Oats	Crescent Rounds	0	
Thursday	06/08/17	12:00 PM	01:00 PM	Lunch	Dunes & Sea Oats	Crescent Rounds	0	
Thursday	06/08/17	12:50 PM	01:00 PM		Dunes & Sea Oats	Crescent Rounds	0	
Thursday	06/08/17	01:00 PM	02:45 PM	Meeting	Dunes & Sea Oats	Crescent Rounds	0	
Thursday	06/08/17	02:45 PM	03:00 PM	Break	Dunes & Sea Oats	Crescent Rounds	0	



Thursday	06/08/17	03:00 PM	04:30 PM	Meeting	Dunes & Sea Oats	Crescent Rounds	0	
Thursday	06/08/17	05:00 PM	06:00 PM		Dunes & Sea Oats	Crescent Rounds	0	
Thursday	06/08/17	12:00 PM	01:00 PM	Lunch	Dunes & Sea Oats	Crescent Rounds	175	
Thursday	06/08/17	01:15 PM	05:00 PM	Meeting	Sea Oats	Crescent Rounds	90	
Thursday	06/08/17	01:15 PM	05:00 PM	Meeting	Sawgrass	Special Setup Instructions	75	
Thursday	06/08/17	05:00 PM	06:00 PM	Reception Drinks	Pool Deck ABC	Reception	175	
Thursday	06/08/17	05:00 PM	06:00 PM	Alternate Location	Dunes & Sea Oats	Reception	175	
Friday	06/09/17	08:00 AM	12:00 PM	Meeting	Sawgrass	Special Setup Instructions	75	
Friday	06/09/17	08:30 AM	12:00 PM	Meeting	Sea Oats	Classroom	90	
Friday	06/09/17	08:30 AM	12:00 PM	Meeting	Sea Oats	Classroom	0	
Friday	06/09/17	09:00 AM	12:00 PM	Meeting	Sea Oats	Classroom	0	

* Specific meeting rooms cannot be guaranteed and are subject to change. The hotel will charge a onetime \$500.00 setup/breakdown fee. This will include all meeting and banquet rooms including the pool deck. The hotel will also include wireless internet access in the meeting room with unlimited connections in the \$500 fee.

The guestroom rates and concessions outlined in this Agreement are based on your guaranteed expenditure of a minimum of \$6,064.00 in banquet food and beverage, excluding taxes, labor fees, gratuities and service charges ("Total Minimum Food and Beverage Revenue").

TAXES: In addition to the Total Minimum Anticipated Revenue for your Event, you agree to pay any and all applicable federal, state, municipal or other taxes, fees, or assessments imposed on or applicable to your Event. In the State of Florida, currently the sales tax rate is 6%, and the hotel occupancy tax rate is 5%. We will honor any available tax exemptions for which you qualify, provided that you properly complete and timely provide all documentation required by the applicable jurisdiction to substantiate said exemption.

GRATUITY AND SERVICE CHARGE: The combined gratuity and service charge that is in effect on the day of your Event will be added to your account. Currently, the combined charge is equal to 21% of the food and beverage total, plus any applicable state and/or local taxes. A portion of this combined charge (currently 14%) is a gratuity and will be fully distributed to servers, and where applicable, bussers and/or bartenders assigned to the Event. The remainder of the combined charge (currently 7%) is a service charge that is not a gratuity and is the property of Hotel to cover discretionary and administrative costs of your Event. We will endeavor to notify you before your Event of any increases to the combined charge should different gratuity and/or service charge amounts be in effect on the day of your Event.

Summary Of Minimum Revenue Anticipated By Hotel From This Agreement	
Total Anticipated Sleeping Room Revenue:	\$26,364.00 (80% of estimated guest room revenue)
Total Minimum Food and Beverage Revenue:	\$ 6,064.00 (80% of estimated food and beverage revenue)
Total Anticipated Meeting Setup Fees:	\$ 500.00
"Total Minimum Anticipated Revenue":	\$32,928.00

ADDITIONAL CONCESSIONS: In consideration of the entire value your Event brings to the Hotel, we are pleased to offer the following concessions based on the achievement of 80% or greater of your Total Anticipated Sleeping Room Revenue. These concessions are valued at **\$8,331**. If the Anticipated Sleeping Room Revenue materializes at less than 80%, the concessions will be reduced proportionately at the discretion of the Hotel or, at your request, provided and charged to your Master Account at retail value, in addition to any performance damages you may owe. Please advise your Event Manager no later than seven (7) days prior to first guest room arrival of your decision whether you prefer to have concessions reduced or if you want to retain and pay for them. If you elect to pay for unearned concessions, you agree that you will pay all applicable labor/union charges, state and local taxes, gratuity and/or service charges on all concessions provided.

CONCESSIONS: The Hilton Cocoa Beach Oceanfront will provide the following concessions:

- One (1) complimentary room night for every 35 rooms per night
- Complimentary one hour beer, wine and light hors d'oeuvres reception
- Double Hilton Honor Event Planner Points
- One complimentary room night for the meeting planner for five (5) days
- Complimentary self parking
- Complimentary wireless internet access in the guest rooms
- No deposits with an approved direct bill application

Item	Retail Value per Unit	Units/Quantity	Duration	Concession	Total Retail Value	Savings
Self-parking	\$5.95 per day	195 total parking passes	3 nights	Complimentary	\$1,151	\$1,151 savings
Internet Access in the Guest Room	\$9.95 per day	195 passes	3 nights	Complimentary	\$1,940	\$1,940 savings

1/35 Complimentary Room Nights	\$149.00	Five room nights based on picking up the room block	Five Room Nights	Complimentary	\$745	\$695 savings
Complimentary room for the meeting planner	\$149.00 per night	One Room	Five room nights	Complimentary	\$745	\$695 savings
Reception – Beer, wine and light hors d'oeuvres	\$25.00 per person	150 guests	One hour reception	Complimentary	\$3,750	\$3,750 savings

ADDITIONAL CHARGES: In addition to the customary charges associated with your Event (for example, sleeping room rates, meeting room rental, banquet charges, audio-visual, etc.) the Hotel offers other services for which there may be fees either to the Group or the individual attendee (as applicable) and include, but are not limited to the Business Center, Banner Hanging, Telephone Rental, Labor for Audio-Visual & Electrical Requirements.

OPTION DATES: These arrangements are being held on a **first option basis** until **1/30/17** (the "Option Period"). However, should other business opportunities arise such that we are in a position to confirm immediately, you will be advised and given **72 hours**, or until the end of your Option Period (whichever is shorter) to confirm this Agreement on a definite basis by returning a signed copy of this Agreement to us, or to enable alternate dates to be researched and offered for your use. Please note that it is your responsibility to notify us if you need to request an extension of your Option Period. If we do not receive a signed copy of this Agreement by **1/30/17**, we may, at our sole option and with no notice required, release this first option, or may continue to hold the arrangements, or may review and revise our rates. No cancellation fee shall apply if we release this first option.

ENTIRE AGREEMENT: This Agreement, together with the Standard Terms and Conditions (attached hereto and incorporated herein by reference), the below-referenced **Additional Terms and Conditions**, appendices, addenda and exhibits attached hereto (if any), upon signature by both parties below, constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by the parties. If this Agreement or any attachments thereto are returned signed but with changes, it shall not constitute an acceptance, but rather a counteroffer by you that may be accepted or rejected in writing by us in our sole discretion. Once both you and we sign this Agreement, all provisions reserved on your behalf will be *confirmed* and therefore subject to the terms of this Agreement.

ADDITIONAL TERMS AND CONDITIONS: By signing where indicated below, you are agreeing that in addition to the terms and conditions of this Agreement as outlined above, this Agreement is also comprised of all the general terms and conditions set forth in the Quick Confirmation Agreement – Additional Terms and Conditions (collectively, the "**Additional Terms and Conditions**") located on the following web site:
<http://hiltondistribution.com/us-quick/addterms.htm>

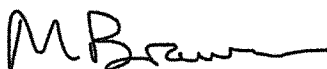
ACCEPTED AND AGREED TO:

GROUP: Florida College System Councils/Association of Florida Colleges

HOTEL:
Driftwood Hospitality
d/b/a Hilton Cocoa Beach Oceanfront

By: **Michael Brawer or , its Agent**

By: John Read, Director of Sales

By: 
 Name: Michael Brawer
 Dated: 03/09/17

By: _____
 Name: John Read
 Dated: _____

STANDARD TERMS AND CONDITIONS

1. METHOD OF RESERVATIONS; CUT-OFF DATE: In order to assign specific room types to your attendees, each sleeping room in your Room Block must be confirmed in the manner described below no later than **05/16/17**. This date will be known as your "Cut-Off Date." Confirmation of rooms after the Cut-Off Date will only be accepted based on availability of contracted room type(s) and at the Hotel's prevailing rates. Room and tax will be paid by individuals.

It is our understanding that each individual guest is responsible for their own incidental charges. It is our policy that these charges must be paid in full prior to the guest's departure, with individual credit being established upon check-in. It is your responsibility to instruct guests to check with the Hotel to make certain all incidentals are paid for prior to departure.

Reservations will be made directly by the attendee via the Internet. Your Event Manager will provide you with the unique URL to send out to your attendees; or book directly with the Hotel room reservation department by calling our toll-free number **1-800-HILTONS**. In doing so, please ask your attendees to request the group rate for Group or by the unique group code **FCSC17**.

2. DEPOSITS / EARLY CHECK OUT FEE: To confirm a sleeping room within your Room Block, the sleeping room must be secured with a valid credit card provided either by you or the guest attending your Event, 3 days in advance of arrival date. Should you secure sleeping rooms on behalf of your guests with your credit card, your attendees may thereafter provide their own credit card information for their own sleeping rooms. For cancellations within 3 days, the Hotel charges one night room and tax to the credit card.

Our check-in time is 4 PM; check-out time is 11 AM. All guests arriving before 4 PM will be accommodated as rooms become available. Our Bell Staff can arrange to check baggage for those arriving early when rooms are unavailable and for guests attending functions on departure day.

If an attendee who has requested a room within your Room Block checks out prior to the attendee's reserved check-out date, we will charge an early check-out fee of one night room and tax. Attendees wishing to avoid an early check-out fee should advise us at or before check-in of any change in planned length of stay. We will inform attendees of the early check-out charge upon check-in and we request that you also inform your attendees of the charge.

3. BANQUET SERVICES: The Schedule of Events listed on the first page of this Agreement indicates the space that is tentatively being held for you and will be held on a definite basis upon signing of this Agreement by both parties. You agree to confirm with us the assigned function space before printing any materials listing specific meeting or function locations. Please contact the Hotel at least one month before your Event to review and confirm the details for your Event, including menus, decorations, entertainment and beverage service. Event Orders will be sent to you to confirm all final arrangements and prices. These Event Orders will serve as a part of this Agreement. If you do not advise us of any changes on the Event Orders by the date requested by Hotel, you agree that the Event Orders will be considered accepted by you as correct and you will be billed accordingly. At least 7 business days before your Event, you must inform us of the exact number of people who will attend your functions by contacting your assigned Event Manager by phone. We will not undertake to serve more than 5% above this guaranteed minimum.

4. DESCRIPTION OF THIRD PARTY PAYMENTS

A. COMMISSIONS: We will pay a commission of 10% of the room rate (excluding any rebates, housing company fees or other subsidy) for each sleeping room night actually occupied and paid for by your attendees that was reserved as part of the established Room Block at the special group rates contained in this Agreement. Commission will be paid to **Doug Ryan Consulting** (Meeting Planner) unless we receive confirmation in writing signed by both Group and Meeting Planner that commissions are to be paid to some other person or entity. We will make no more than one commission payment of 10% of \$149 per room night which we estimate will equal **\$2,905.50** if your entire Room Block is actualized at the minimum room rates. Payment will be made after receipt

by the Hotel of full payment for the Event, but Hotel has no obligation to take any action to collect funds to be paid as commissions.

5. PAYMENT TERMS: All charges can be paid by a major credit card that we accept. Please contact us for a then-current list of those major credit cards that our Hotel accepts as of the Event dates. Currently, Hilton Worldwide accepts MasterCard, Visa, Diners Club, American Express and JCB International.

We reserve the right to check your credit status at any time before the commencement of the Event, and we reserve the right to increase the amount of deposits and/or pre-payments should there be a negative change in your financial status. You expressly consent to our conducting any such credit checks. If advance payments or deposits are not paid on a timely basis, the Hotel will have the right, at its option, to consider the Agreement cancelled and will be entitled to cancellation damages as provided in this Agreement.

If credit has not been approved for your Event, you will provide us with a valid credit card to which all estimated Master Account charges will be charged no later than **06/06/17**.

If payment of all undisputed charges is not received within thirty (30) days after your receipt of the final invoice, a finance charge of 1.5% per month, or the maximum amount allowed by law, whichever is less, will accrue on the unpaid, undisputed amount, commencing on the date of receipt of the final invoice. If any charges are disputed, then the parties agree to work in good faith to resolve the disputed invoiced charges in a timely manner, and you agree to pay the remainder immediately upon resolution of the dispute.

6. CANCELLATION AND PERFORMANCE DAMAGES: The special rates we offer to you are based in part upon the total gross revenue anticipated by us from your agreement to use and pay for the rooms and events set forth in this Agreement. You guarantee that your Event will provide the Total Minimum Anticipated Revenue. You agree and understand that, in the event of a cancellation or lack of full performance by you, our actual damages would be difficult to determine. Therefore, you agree that should you cancel your Event for any reason other than due to a valid impossibility occurrence, including changing your meeting/function site to another hotel, you will pay as liquidated damages and not as a penalty, a percentage of the Total Anticipated Revenue for your Event, plus any applicable state and/or local taxes as required by law, calculated as follows:

Date of Hotel's Receipt of Cancellation Notice	Percentage of Total Minimum Anticipated Revenue Owed	Amount of Cancellation Damages Owed
Cancellation between date of signing and May 9, 2017 .	30% =	\$9,878.40
Cancellation between May 10, 2017 and June 6, 2017 .	60% =	\$19,756.80

Payment of cancellation damages is due at the same time that you deliver your written notice of cancellation to the Hotel. We may consider your notice of cancellation to be invalid and thus may not release accommodations held until payment of the applicable cancellation damages is received; therefore delay in payment may result in higher cancellation damages owed.

Should you wish to confirm the accurate calculation of the applicable cancellation damages payment, you may contact us and request that we prepare a statement detailing the applicable cancellation damages payment, plus any applicable state and local taxes. We will subtract any advance payments and deposits previously paid by you to us.

If the Event is held but the Hotel does not realize the Total Anticipated Revenue from your Event, you agree to pay reasonable liquidated damages to the Hotel for your lack of performance. The performance damages owed will be the amount necessary for the Hotel to receive no less than 100% of the Total Anticipated Sleeping Room Revenue, and 100% of the Total Minimum Food and Beverage Revenue, plus any applicable state and/or local taxes as required by law.

7. IMPOSSIBILITY: Neither party shall be responsible for failure to perform this Agreement if circumstances beyond their reasonable control (including, but not limited to: acts of God; terrorist attacks in the city in which

Hotel is located; or declared war in the United States) make it illegal or impossible for the Hotel to hold the Event. The affected party may terminate this Agreement without liability upon written notice to the other party within ten (10) days of the occurrence.

8. INDEMNIFICATION: To the fullest extent permitted by law, you agree to protect, indemnify, defend and hold harmless the Hotel, Hotel's Owner, and Hilton Worldwide, Inc., and each of their respective owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "Hotel Indemnified Parties"), from and against any and all claims, losses or damages to persons or property, governmental charges or fines, penalties, and costs (including reasonable attorney's fees) (collectively, "Claim(s)"), in any way arising out of or relating to the Event that is the subject of this Agreement to the extent such any such Claim(s) arise out of the negligence, gross negligence or intentional misconduct of Group's employees, agents, contractors, or attendees. Nothing in this indemnification shall require you to indemnify the Hotel Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the Hotel Indemnified Parties. This section shall survive any termination or expiration of this Agreement.

9. INSURANCE: You agree to maintain insurance reasonably commensurate with all activities arising from or connected with your Event, including, but not limited to, general liability insurance, with limits not less than \$2,000,000 per occurrence, covering personal injury, property damage, and other liability arising from your Event, and you agree to add Hotel and Hilton Worldwide, Inc. as additional insureds under all applicable policies for your Event. With respect to any claims or other liability for which you are responsible, your insurance will apply as primary to any insurance maintained by the Hotel Indemnified Parties. Hotel agrees to maintain general liability insurance with limits not less than \$5,000,000 per occurrence, covering liability for personal injury, property damage, liquor

liability, and automobile liability. Upon written request, each party shall make evidence of coverage available to the other party.

10. GOVERNING LAW: The Agreement will be governed by and interpreted pursuant to the laws of the state in which Hotel is located, excluding any laws regarding the choice or conflict of laws.

11. DISPUTE RESOLUTION: The parties will use their commercially reasonable efforts to informally and timely resolve any dispute concerning any matter related to this Agreement by presenting the dispute to senior representatives of Hotel and Group for their discussion and possible resolution in the order set forth herein; *provided, however*, a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, and/or infringement of intellectual property rights shall not be subject to this provision. All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If within a period of thirty (30) calendar days after submission of a disputed matter in accordance with this clause, the respective senior representatives are unable to agree upon a resolution of such dispute, then either party may give notice to the other party of its intention to pursue arbitration. Arbitration of disputes arising out of or in connection with this Agreement will be resolved using one arbitrator before JAMS or American Arbitration Association in the state and city in which Hotel is located, or the closest available location. The parties further agree that in any arbitration proceeding, they may conduct reasonable discovery pursuant to the arbitration rules, and any arbitration award will be enforceable in State or Federal court.

12. COLLECTION/ATTORNEY'S FEES: The parties agree that if any dispute arises in any way relating to or arising out of this Agreement, the prevailing party in any arbitration or court proceeding will be entitled to recover an award of its attorney's fees and costs, plus pre and post judgment interest. If we retain the services of a collection agency or attorney to assist in the collection of any amounts due to us under this Agreement, you will pay all expenses incurred by us in such collection efforts.