



Hilton Garden Inn Fort Myers
12600 University Dr.
Fort Myers, FL 33907
239-790-3500

March 3, 2017

GROUP SALES AGREEMENT

The following represents an agreement between Hilton Garden Inn Fort Myers and 2017 AFC Conference (Association of Florida Colleges) and outlines specific conditions and services to be provided.

DESCRIPTION OF GROUP AND EVENT

ORGANIZATION: 2017 AFC Conference (Association of Florida Colleges)
CONTACT NAME: Teresa Araque
ADDRESS: 8099 College Pkwy
Fort Myers, FL 33919
PHONE NUMBER: 239-489-9061
E-MAIL: taraque@fsw.edu

NAME OF EVENT: 2017 Association of Florida Colleges Conference
OFFICIAL PROGRAM DATES: 07/18/2017 - 07/21/2017
ANTICIPATED ATTENDANCE: A major credit card or advance deposit is required to guarantee all individual reservations.

GUEST ROOM COMMITMENT

The Hotel agrees that it will provide, and 2017 AFC Conference (Association of Florida Colleges) agrees that it will be responsible for utilizing, 45 room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

ROOM TYPE	07/18/2017 Tuesday	07/19/2017 Wednesday	07/20/2017 Thursday				
Double Double	5	5	5				
King	10	10	10				
	15	15	15				

GROUP ROOM RATES

Based upon **GROUP** total program requirements as outlined in this Agreement, the Hotel confirms the following group rates exclusive of taxes and/or other applicable charges:

ROOM TYPE	RATE
Double Double	\$109.00
King	\$109.00

** Hotel's room rates are subject to applicable state and local taxes (currently 11%) in effect at the time of check-out.*

**Breakfast included for (1) guest per room, per day*

SPECIAL CONCESSIONS

In consideration of the Room Night Commitment and the functions identified on the Function Information Event Agenda, Hotel will provide 2017 AFC Conference (Association of Florida Colleges) with the following special concessions:

1. Complimentary shuttle service to and from the Florida SouthWestern State College between the hours of 7am-9pm. Shuttle requests can be scheduled through the front desk at the hotel.
2. Complimentary Garden Buffet Breakfast included in the room rate for (1) person per room.

METHOD OF RESERVATIONS (Individuals making reservations)

Reservations for the Event will be made by individual attendees directly with Heather Martin, Director of Sales, by calling 239-938-2901 or email at heather.martin3@hilton.com.

GUARANTEED RESERVATIONS (Credit card)

All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card or by the individual attendee. Hotel will not hold any reservations unless secured by one of the above methods.

CUT-OFF DATE

Reservations by attendees must be received on or before 07/05/2017 (the "Cutoff Date"). At the Cutoff Date, Hotel will review the reservation pickup for the Event, release the unreserved rooms for general sale, and determine whether it can accept additional reservations based on a space- and rate-available basis at the 2017 AFC Conference (Association of Florida Colleges) group rate after this date. Release of rooms for general sale following the Cutoff Date does not affect 2017 AFC Conference (Association of Florida Colleges)'s obligation, to utilize guest rooms.

ARRIVAL/DEPARTURE

Check-in time commences after 3:00 PM, and check-out time is 12:00 PM. The Hotel will make every effort to accommodate early arrivals and late departures, but no early check-in times or late check-out times can be guaranteed without prior approval from hotel.

METHOD OF PAYMENT

[] Request for Direct Billing (Master Account) based on approval of Credit

The method of payment of the Master Account will be established upon approval of 2017 AFC Conference (Association of Florida Colleges) credit. If credit is approved, the outstanding balance of 2017 AFC Conference (Association of Florida Colleges) Master Account less any advance deposits and exclusive of disputed charges will be due and payable upon receipt of the invoice.

2017 AFC Conference (Association of Florida Colleges) will raise any disputed charges within 30 days after receipt of the invoice. The Hotel will work with 2017 AFC Conference (Association of Florida Colleges) in resolving any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute. If payment of any invoice is not received within thirty (30) days of the date on which it was due, Hotel will impose a finance charge at the rate of 1-1/2% per month (18% annual rate) on the unpaid balance commencing on the invoice date.

In the event that credit is not approved, 2017 AFC Conference (Association of Florida Colleges) agrees to pay an advance deposit in an amount to be determined by the Hotel in its reasonable discretion, with the full amount due prior to the start of the group's event. If the group wishes to pay any portion of its obligation by credit card, a credit card authorization form must be filled out, signed, and returned to the secure fax/email (Hotel secure email/fax) by deposit and final payment dates.

BILLING ARRANGEMENTS

The following billing arrangements apply:

Individual to pay all charges (cash-paying guests may be asked to leave a cash or credit card deposit to guarantee payment)

FUNCTION SPACE (No function space requested at this time)

To date, Hotel is not holding any function space for 2017 AFC Conference (Association of Florida Colleges). Should function space be required, Hotel will make reasonable efforts to accommodate this request.

HILTON HONORS

Approximately (10) business days after the conclusion of the Event (provided that the Event is not cancelled and 2017 AFC Conference (Association of Florida Colleges) has otherwise complied with the material terms and conditions of this Agreement), the Hotel will either award Points or submit an award for airline miles to the Member(s) identified reward number. HH# _____

ROOMS ATTRITION

Hotel is relying upon 2017 AFC Conference (Association of Florida Colleges)'s use of the Room Night Commitment. 2017 AFC Conference (Association of Florida Colleges) agrees that a loss will be incurred by Hotel if 2017 AFC Conference (Association of Florida Colleges)'s actual usage is less than [80]% of the Room Night Commitment. If 2017 AFC Conference (Association of Florida Colleges)'s actual usage is less than [80]% of the Room Night Commitment, 2017 AFC Conference (Association of Florida Colleges) agrees to pay, as liquidated damages and not as a penalty, the difference between [80]% of the Room Night Commitment and 2017 AFC Conference (Association of Florida Colleges)'s actual usage, multiplied by the average group room rate, plus applicable taxes.

In the event of reductions in the Room Night Commitment of more than 80%, the Hotel reserves the right to adjust any concessions previously offered in this Agreement.

FOOD AND BEVERAGE REQUIREMENT

Hotel will confirm the food and beverage prices 30 days prior to 2017 AFC Conference (Association of Florida Colleges)'s arrival date.

CANCELLATION

2017 AFC Conference (Association of Florida Colleges) acknowledges that if it cancels or otherwise essentially abandons its planned use of the Room Night Commitment (a "Cancellation"), this action would constitute a breach of 2017 AFC Conference (Association of Florida Colleges)'s obligation to Hotel and Hotel would be harmed. Because Hotel's harm (and 2017 AFC Conference (Association of Florida Colleges)'s obligation to compensate Hotel for that harm) is likely to increase if there is a delay in notifying Hotel of any Cancellation, 2017 AFC Conference (Association of Florida Colleges) agrees to notify Hotel, in writing, within five (5) business days of any decision to Cancel. In addition, if a Cancellation occurs, the parties agree that:

- a) it would be difficult to determine Hotel's actual harm;
- b) the sooner Hotel receives notice of the Cancellation, the lower its actual harm is likely to be, because the probability of mitigating the harm by reselling space and functions is higher; and the highest percentage amount in the chart (the "Chart") set forth below reasonably estimates Hotel's harm for a last-minute cancellation and, through its use of a sliding scale that reduces
- c) damages for earlier cancellations, the Chart also reasonably estimates Hotel's ability to lessen its harm by reselling 2017 AFC Conference (Association of Florida Colleges)'s space and functions.

2017 AFC Conference (Association of Florida Colleges) therefore agrees to pay Hotel, within thirty (30) days after any Cancellation, as liquidated damages and not as a penalty, \$3924.00, plus applicable taxes. Provided that 2017 AFC Conference (Association of Florida Colleges) timely notifies Hotel of the Cancellation and timely pays the above liquidated damages, Hotel agrees not to seek additional damages from 2017 AFC Conference (Association of Florida Colleges) relating to the Cancellation.

Date of Cancellation	Amount of Liquidated Damages Due
Date of Agreement to [90] days prior	10% of Total Room Revenue*
From [89] days to [60] days prior	25% of Total Room Revenue*
From [59] days to [30] days prior	50% of Total Room Revenue*
From [29] days to [7] days prior	75% of Total Room Revenue*
From [7] days to arrival date of group	100% of Total Room Revenue*

* "Total Room Revenue" is the dollar amount equal to the number of room nights in the Room Night Commitment multiplied by 2017 AFC Conference (Association of Florida Colleges)'s average room rate. If applicable, state and local taxes will be added to the amounts listed above.

Provided that 2017 AFC Conference (Association of Florida Colleges) timely notifies Hotel of the Cancellation and timely pays the above liquidated damages, Hotel agrees not to seek additional damages from 2017 AFC Conference (Association of Florida Colleges) relating to the Cancellation.

INDEMNIFICATION

Each party shall indemnify, defend, and hold harmless the other party and its officers, directors, agents, employees and owners from and against any and all demands, claims, damages to persons or property, losses, and liabilities, including reasonable attorneys' fees and expenses (collectively, "Claims"), to the extent arising out of or caused by the indemnifying party's negligence or willful misconduct in connection with the Event. This section shall be interpreted without prejudice to any defenses either party may have with respect to any Claim, including (without limitation) any statutory limitations of liability, including (without limitation) innkeepers' limitation of liability laws. The indemnification of Hotel under this section shall apply to the owner of the hotel's premises, its management company and their respective affiliates.

FORCE MAJEUR

The performance of this contract by either party will be excused if acts of God, war, terrorists act, government regulations, disaster, civil disorders, curtailment of transportation facilities, partial or total destruction of the hotel, or other event beyond the control of either party make it advisable, illegal or impossible to conduct meetings or to use the services and facilities.

DAMAGES

In the unlikely event that damage to any Hotel property occurs as a result of any guest related to Group, Group agrees to assume all liability and expense and agrees that, in addition to any other rights as against such guest or others, Hotel may charge Group's Master Account or directly bill Group for all such charges. Group shall indemnify, defend and hold harmless Hotel and its officers, directors, partners, affiliates, members and employees from and against all demands, claims, damages to persons and/or property, losses and liabilities, including reasonable attorney fees (collectively "Claims") arising out of or caused by Group's negligence or intentional misconduct. Group shall not have waived or be deemed to have waived, by reason of this paragraph, any defense that it may have with respect to such claims.

COMPLIANCE WITH LAW

This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and 2017 AFC Conference (Association of Florida Colleges) agree to cooperate with each other to ensure compliance with such laws.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations, or deletions, including corrective lining out by either Hotel or 2017 AFC Conference (Association of Florida Colleges), will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

LITIGATION EXPENSES

The parties agree that, in the event litigation relating to this Agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorneys' fees.

GENERAL TERMS:

This Agreement 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 amended or modified in writing by an authorized representative of the Hotel. This Agreement shall be strictly confidential. No failure by either party hereto at any time to give notice of any breach by the other party or, or to require compliance with, any condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions. Hotel Management may freely assign this Agreement to any subsequent purchaser, successor, assignee, or owner of the Hotel, provided that the assignee fully assumes all liabilities hereunder. The Group shall not sublet, assign or transfer (hereinafter "Assign" or "Assignment") this Agreement or any portion thereof without the prior written consent of Hotel Management. Any provision of this Agreement that is deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement.

NO SMOKING POLICY

Hotel is committed to providing its guests and associates a smoke free environment. Smoking is not permitted in any guest room, meeting room, or public space anywhere in the hotel. Any guest or attendee in violation of that policy will be assessed a cleaning fee to their room folio or group folio.

ACCEPTANCE

When presented by the Hotel to 2017 AFC Conference (Association of Florida Colleges), this document is an invitation by the Hotel to 2017 AFC Conference (Association of Florida Colleges) to make an offer. Upon signature by 2017 AFC Conference (Association of Florida Colleges), this document will be an offer by 2017 AFC Conference (Association of Florida Colleges). Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies 2017 AFC Conference (Association of Florida Colleges) at any time prior to 2017 AFC Conference (Association of Florida Colleges)'s execution of this document, the outlined format and dates will be held by the Hotel for 2017 AFC Conference (Association of Florida Colleges) on a first-option basis until 01/20/2017. If 2017 AFC Conference (Association of Florida Colleges) cannot make a commitment prior to that date,

this invitation to offer will revert to a second-option basis or, at the Hotel's option, the arrangements will be released, in which case neither party will have any further obligations.

Upon signature by both parties, 2017 AFC Conference (Association of Florida Colleges) and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

SIGNATURES

Approved and authorized by 2017 AFC Conference (Association of Florida Colleges)

Name: (Print) Michael Brawer

Title: (Print) CEO

Signature: 

Date: 03/03/17

Approved and authorized by Hotel:

Name: (Print) _____

Title: (Print) _____

Signature: _____

Date: _____