

Hilton Ocala

Contractual Agreement

DEFINITIONS

As used herein, the following terms shall have the following meanings; "Event"- the banquet, reception of other private function forming the subject of this Agreement; "Operator"- Hotel Company; "Patron"- the person, corporation entity, organization or association contracting with Operator for the Event.

The Hilton Ocala Hotel is pleased to invite Association of Florida Colleges to use its facilities. The following represents an agreement between the Hilton Ocala Hotel and Association of Florida Colleges and outlines specific conditions and services to be provided.

DESCRIPTION OF GROUP AND EVENT:

COMPANY: Association of Florida Colleges

CONTACT: _____ (Meeting Planner: Mr. Doug Ryan)

ADDRESS: 113 East College Avenue

CITY, STATE, ZIP: Tallahassee, FL 32301

PHONE NUMBER: (850) 567-3212

FAX NUMBER:

E-MAIL: doug@dougyanconsulting.com

NAME OF EVENT: Assoc. of FI Colleges - June Meeting

PROGRAM ARRIVAL DATE: 6/27/17

DATE CONTRACT COMPLETED: 11/10/16

The following is your requested block of room information. Room reservations may be booked with our central reservations desk at (877) 602-4023 or directly at (352) 854-1400, ONLY after this contract has been signed and returned to the hotel.

GUEST ROOM COMMITMENT: The hotel will provide Association of Florida Colleges – June Meeting room nights as follows:

	Tue 6/27	Wed 6/28	Thurs 6/29/17	
ROH	5	10	73	
Standard King	23	48	50	
King Executive	2	2	2	
TOTAL	30	60	125	= 215

GROUP ROOM RATES: Your group rate for rooms for this event is as follows:

Room	Single Rate	Double Rate
Run of House	\$115	\$115
King Suite	\$159	\$159
King Executive	\$135	\$135

- Hotel room rates are subject to applicable state taxes in effect at time of check-in.

TAX EXEMPT: If group is FL tax exempt, a valid FL tax exempt certificate must be provided by each guest requesting tax exempt

HILTON HONORS INFO: Meeting planning points will be awarded to the following at the conclusion of the meeting, following payment in full by client. HHonors points recipient info to be provided by client)

AMENITIES AND SPECIAL CONSIDERATIONS:

- Two (2) Complimentary Upgrades to VIP floor(s) at group rate
- Comp standard Room for Meeting Planner 1-day Prior through event (max 4 nights) with pick up of 150+ room nights
- Complimentary standard Guestroom Internet & Self-parking
- Meeting Planner Honor Points, following payment in full by client
- Complimentary 1-Hour domestic Beer/Wine Reception provided by hotel with Hors D'oeuvres 6/29 in Starting Gate Bar & Grille or Arthur's patio - cash bar for liquor and other beverages to be provided by the provided by the hotel.
 - house wine and domestic beer provided complimentary only for one hour
 - chef's choice appetizers to accompany reception

We are pleased to offer your guests the additional services and amenities of our **Executive Level**. This is a privately keyed floor with its own Hospitality lounge. A daily healthy breakfast, evening hors d'oeuvres Monday-Thursday, turn down service, terry cloth robes, and upgraded room amenities are all a complimentary part of this level at an additional charge of \$15.00 per night. Stay Connected with our Connectivity package that includes: Unlimited high-speed internet access, unlimited local telephone calls, 800# access for credit card calling and internet access, unlimited incoming & outgoing faxes, complimentary business services including use of a copier, computer, and printer; at charge of \$4.95 per day. Ask upon arrival.

COMMISSION:

The above room rates (\$115 per paid room) are commissionable at 10%, to DOUG RYAN CONSULTING. 3329 Wildwood Trail Tallahassee, FL 32312

CHECK-IN AND CHECKOUT TIME

Check-in time is 3:00pm. If your attendees require an early check-in, please have them advise us. We will make every effort to honor their request; however, we cannot guarantee an early check-in. We would be happy to provide luggage storage in the event that rooms are not available. Checkout is 11:00am. Arrangements can be made for luggage storage beyond 11:00am at the Front Desk.

METHOD OF RESERVATIONS

It is our understanding that all reservations will be made by Individual Call-In. Reservations may be made by calling (877) 602-4023. Reservations must be made by the Cutoff Date.

PERSONALIZED ONLINE GROUP RESERVATIONS – POG By Request, a customized personalized Online Group Page will be created for your group to make reservations on line.

GUARANTEED RESERVATIONS

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

Upon utilization of your room block, additional rooms (including room type) and extension on reservation cut off dates may not be guaranteed.

ROOM BILLING ARRANGEMENTS

All rooms must have a guaranteed form of payment to be held. The following billing arrangements apply to your guest rooms:

Indiv Pays Rm/Tax

CUTOFF DATES

Reservations by attendees must be received on or before 6/14/17. On your cutoff date, hotel will review the reservation pick up for the event and release the unreserved rooms for general sale. Release of rooms for general sale, following the cutoff date, does not affect the group's obligation as discussed elsewhere in the agreement, to utilize guest rooms.

ROOMS ATTRITION

Hotel is relying upon 80% (133 room nights) use of 200 total room nights. Association of Florida Colleges agrees that a loss will be incurred by the hotel should there be a reduction greater than 80% in total room nights actually used. Should the room nights actually used by Association of Florida Colleges be less than the 80% of the total room nights, Association of Florida Colleges agrees to pay, as liquidated damages and not as a penalty, the difference between 80% of the total room nights and Association of Florida Colleges's actual usage of rooms, multiplied by the average group room rate.

ROOM CANCELLATION

Association of Florida Colleges agrees that if patron cancels the contracted rooms the patron will pay Hotel a cancellation fee as directed below within thirty (30) days after cancellation as a reasonable estimate of the harm the cancellation will cause the Hotel. Hotel agrees that after receiving said payment, Hotel will not seek additional damages.

PACKAGE RECEIVING

Should you be shipping boxes for your function, they must be addressed to the attention of , and marked with the name and date of your function. Due to limited storage space, we request that shipments not arrive any earlier than three days prior to the group's arrival.

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

The hotel agrees to use good faith efforts to ensure that the hotel complies with the requirements of the American with Disabilities Act and its regulations and guidelines.

SMOKE FREE ENVIRONMENT

Our hotel is in compliance with a Smoke Free Environment. The smoke free policy applies to all Non-Smoking guest rooms, hallways and interior spaces. A \$250.00 cleaning fee will be charged to anyone who violates this policy

CHANGES, ADDITIONS AND MODIFICATIONS

Any 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 by both parties or otherwise approved in writing by the other.

FORCE MAJEURE

The performance of this Agreement by either party is subject to acts of God, war, government regulations, disasters, fire, strikes, labor disputes, civil disorder, acts and or threats of terrorism, curtailment of transportation due to National or Government restrictions or similar cause beyond the control of either party making it, illegal, or impossible to hold the meeting/convention, accommodate sleeping rooms or provide the Hotel facility. Either party may terminate or suspend its obligations under this Agreement if such obligations are delayed or prevented by any of the above events to the extent such events are beyond the reasonable control of the party whose reasonable performance is prevented. This provision shall not, however, relieve either party from using its reasonable commercial efforts to avoid, remove or mitigate such force majeure event and to continue performance with reasonable dispatch whenever such causes are removed. The Agreement may be terminated without liability for any one of the such reasons by written notice from either Hotel or Group to the other setting forth the basis for such termination as soon as reasonably possible, but in no event, no longer than ten (10) days of learning of the basis for termination.

INDEMNIFICATION

Each party hereby agrees to indemnify and hold harmless the other and their respective employees, owners, partners, members, successors and assigns (collectively, the "Indemnities"), from and against any and all loss, liability, damage, injury, lien cost or expense (including reasonable attorneys' fees) and whether by reason of personal injury, death, property damage or otherwise arising out of and to the extent related to the negligence or willful misconduct of the party giving the indemnification. This Agreement to indemnify and hold harmless the Indemnities is not intended to and shall not be construed to apply to any situation where and to the extent the Indemnities were negligent or involved in willful misconduct.

LIABILITY INSURANCE

Each party agrees to obtain and maintain, at their own cost and expense, an insurance policy or policies sufficient to provide coverage for said mentioned liabilities. The policies shall be procured and written by a reputable insurance company with a minimum AM Best rating of "A or A-" and authorized to do business in the state where the party is located.

CONFIDENTIALITY

Neither party hereto shall, without the prior written consent of a duly authorized representative of the other party, disclose any specific terms of this Agreement to any third party, except to the extent required by law or legal process and except to its parent, subsidiaries, or its accountants, attorneys and other advisors or representatives who have a valid reason to have such information.

SUCCESSORS AND ASSIGNS

Neither party may assign, delegate or otherwise transfer any of the rights or obligations under this Agreement without the prior written consent of the other party; provided however, that, as long as an assigning party is not in breach or default of any of its duties and obligation under this Agreement, either party may assign this Agreement to any successor to its business through merger, consolidation or voluntary sale or transfer of substantially all of its assets, provided the assignee assumes in writing all of the duties and obligations of the assignor and a copy of the written assignment is given to the other party for approval, which approval shall not be withheld or delayed. This Agreement shall inure to the benefit of, and be binding upon the parties to this Agreement and their permitted successors and assigns,

FAX COPY/E-MAIL

Upon completion of this contractual agreement, both parties agree that a faxed copy and any other electronically transmitted signatures for all purposes are to be considered legal and binding. At Hotel's discretion, there may be an occasion whereas the contract will require an original signature.

ACCEPTANCE OF AGREEMENT

By signing and returning one of the two enclosed originals, by 1/30/16 this agreement will constitute a binding contract between both parties. The individuals signing below represent that each is authorized to bind his or her party to the agreement and its terms and conditions. In the event a fully signed contract agreement is not received by the date above, all rooms and space referred to herein will be released and neither party will be further obligated under this agreement. Once the hotel has received a signed copy, a fully executed agreement will be returned to the contracting party within five (5) to ten (10) business days.

Company: Association of Florida Colleges

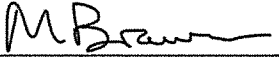
Hotel Name: Hilton Ocala

Name: Mr. Michael Brawer

Name: Karl Kaufmann

Title: Executive Director: Assoc of FL Colleges

Title: Director of Sales & Catering

Signature: 

Phone/Fax: (352) 854-1400 / (352) 854-6073

Date: 02/21/17

Signature: _____
Date: _____