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Doubletree by Hilton Tallahassee

GROUP SALES AGREEMENT

This agreement (the "Agreement") is made and entered into by and between IB Tallahassee, LLC, d/b/a Doubletree by Hilton Tallahassee (hereinafter referred to as "Hotel") and Association of Florida Colleges (hereinafter referred to as "Group"). This Agreement will become binding on both parties only after it is signed by both parties.

ARTICLE I: DESCRIPTION OF THE EVENT

Hotel shall provide accommodations for the following Event as pursuant to the terms and conditions of this Agreement:

Account: Association of Florida Colleges
Event Name: Association of Florida Colleges
Group Contact Name: Michael Brawer
Group Contact Phone: 850-222-3222
Group Contact E-Mail Address: mbrawer@myafchome.org
Group Contact Address: 1725 Mahan Drive
Tallahassee, FL 32309

**Hotel is continuing a property remodel in 2018 to include but not limited to renovations in guest rooms and public spaces. By signing this agreement, Group is acknowledging receipt of this information in advance of booking. Hotel commits to keeping Group informed of details leading up to dates of Group's stay/event.*

ARTICLE II: GROUP ROOM RESERVATIONS

2.1 Sleeping Rooms and Rates: Hotel agrees that it will provide, and Group agrees that either Group or guests attending the Event (as specified below) will purchase, room nights in the Hotel in the following pattern (the "Room Block"):

Rooms:

2018	Tue01/09	Wed01/10	Thu01/11
Run of House	10	10	10

Rates:

	Single Rate	Double Rate
Run of House	\$249.00	\$249.00

2.2 Taxes:

The above rates do not include any applicable state or municipal taxes, fees or assessments. Group shall be responsible for any applicable taxes, fees or assessments, the amounts of which are subject to change by applicable government agencies with or without notice. If Group is claiming tax-exempt status, then (1) Group must present all documentation required by Hotel and pay in the manner specified by Hotel and (2) Group hereby accepts all liability and agrees to indemnify Hotel for all taxes paid and all costs incurred, including attorney fees, if a taxing authority requires that Hotel remit tax for the room nights covered by this Agreement.

Early Departure Fee:

All sleeping rooms shall be subject to an Early Departure Fee equal to one night's room rate, plus applicable fees, taxes and assessments. Group assumes responsibility for disclosing, to all attendees of the Event, this early departure fee.

2.3 Arrival Date: Tuesday, January 9, 2018

The term "Arrival Date" in this Agreement refers to the earlier of the first date of the Room Block and the first of any Functions.

2.4 Cutoff Date: Friday, December 8, 2017

After Friday, December 8, 2017 (the "Cutoff Date"), Hotel shall be permitted to release, for sale to the general public or to other groups, any room nights in the Room Block that have not been reserved as provided in this Agreement. Hotel will continue to accept reservations from Group's attendees after that date at the prevailing room rate, subject to availability. The release of room nights after the Cutoff Date shall not release Group from any liability for Sleeping Room Performance as provided in this Agreement.

2.5 Commission:

The above rates are commissionable to Doug Ryan Consulting at 10% at the time of payment. The agent agrees to take full responsibility for determining whether full disclosure of commissions is required and for making such disclosures. Hotel will not be under any obligation to keep the fact and amount of the commission confidential and Hotel will not be liable for any disclosure of such fact and/or amount.

2.6 Sleeping Room Reservations:

INDIVIDUAL RESERVATIONS: Each individual guest must make his or her own reservation by calling (1)-877-800-2652 or booking at www.TALLAHASSEE.DOUBLETREE.com no later than the Cutoff Date. Guests making such reservations must request group code provided once this agreement is fully executed. All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card. If a guest does not cancel a reservation 24 hours before 4PM local Hotel time (EST) of the guest's check-in date, then Hotel may charge the credit card one night's room fee plus any applicable taxes.

2.7 Parking:

Hotel parking is available at the prevailing rates.

ARTICLE III: BILLING/CREDIT PROCEDURES

3.1 Sleeping Room Payment:

Individual guests will pay their own sleeping room rates (including any tax) and incidental charges (e.g. room service, gift shop charges and in-room entertainment fees). At the time of check-in, each guest will

be required to present a major credit card whose brand is accepted by Hotel, on which Hotel may place a hold or process a prepayment in the amount of the guest's estimated charges.

3.2 Group's Master Account:

The term "Master Account" means a running invoice that includes all amounts payable by Group to Hotel under any provision of this Agreement. At least forty-five (45) days before the Arrival Date, Group will identify to Hotel, in writing, at least one representative of Group who will be present on the premises of Hotel throughout the Event (each an "Authorized Representative"). Group hereby authorizes each Authorized Representative to incur charges to the Master Account, for example by signing banquet event orders. The following individual(s), whether or not they are present at the Event, shall have authority to incur charges to the Master Account:

3.4 Credit Card Billing:

Group may hold the Event without making any advance deposit, by completing and submitting a credit card authorization form provided by Hotel. FOR TAX EXEMPTION A COPY OF THE CARD MUST BE INCLUDED.

3.5 Outstanding Balance:

Any outstanding balance of the Master Account will be due and payable by Group upon receipt of any invoice from Hotel. If payment is not received within thirty (30) days, a finance charge equal to the lesser of one and one half percent (1-1/2%) per month (18% Annual Rate) and the maximum allowed by law will be added to the unpaid balance commencing on the invoice date. Any payment by Group or acceptance by Hotel of any amount less than any amount due by Group shall be deemed solely as a partial payment of the full amount due. No endorsement or statement on any check or any letter accompanying any payment shall be deemed an accord and satisfaction, and Hotel may accept such check or payment without prejudice to Hotel's right to recover the balance of all amounts due or pursue any other remedies available to Hotel under this Agreement or in law or in equity.

ARTICLE V: CANCELLATION

5.1 Force Majeure:

Either party may cancel the Event without liability to the other party upon the occurrence of any event or circumstance beyond the control of such party, including acts of God, declared war in the United States, acts of terrorism in the city where the Hotel premises is located, government regulations, disaster, strikes or civil disorder, to the extent that such event or circumstances makes it illegal or impossible for Hotel to provide, or for groups in general to use, the premises of Hotel. The Event cannot be cancelled under this section because of general economic conditions, including (without limitation) any recession or governmental budget cut. Either party that wishes to cancel the Event pursuant to this section must provide written notice to the other party identifying the even or circumstance. If the Event is duly cancelled under this Section, then Hotel shall, within thirty (30) days after such cancellation, refund any deposits made by Group.

5.2 CANCELLATION:

If Hotel cancels this Agreement or is unable to provide the requested rooms or meeting space, the Hotel will work with Group to arrange alternative accommodations and space at the prices set forth herein. Hotel will arrange for comparable space in the same vicinity of the Hotel and shall provide, without charge, necessary transportation between the alternative site and the Hotel. Hotel's liability is

limited to these remedies and Hotel shall not be liable for any consequential, punitive or special damages.

If you decide to cancel this Agreement, reduce the size of your guestroom block, meeting and/or attendance, or reduce the amount of food and beverage services, you agree that the Hotel will suffer damages. Such damages will be a result of Hotel's inability to offer your unused guestrooms, space or services to another group and/or the cost to the hotel of trying to re-sell agreed to guestrooms, space and/or services. The exact amount of damages will be difficult to determine. Therefore, you agree that the following liquidated damages clause is a reasonable effort by the parties to agree in advance on the amount of damages. It is agreed that these amounts will be due regardless of the Hotel's ultimate ability to re-sell some or all of the guestrooms, space and/or services.

<u>Cancellation Date</u>	<u>Estimated % of Revenue</u>
Canceled between 180-120 days prior to arrival	50% of estimated total
Canceled between 119-60 days prior to arrival	75% of estimated total
Canceled between 59-30 days prior to arrival	90% of estimated total
Canceled between 29-1 days prior to arrival	100% of estimated total

ARTICLE VI: MISCELLANEOUS

6.1 Signs and Displays / Use of Hotel's Name:

Group shall not display signs in Hotel or use the name or logo of the Hotel or any franchisor of Hotel in any promotional materials without prior written approval of the General Manager of the Hotel. Group further agrees that no sign, banner or display shall be affixed to any part of the Hotel without the prior written consent of Hotel. Group will be responsible for the cost of repairing any damages to the walls, fixtures or carpet caused by any such sign, banner or display.

6.2 Security:

Hotel may, in its sole and absolute discretion, require additional security procedures, at Group's sole expense, because of the size or nature of the Event or any Function. These procedures may include the assignment by Hotel of any additional security personnel employed by Hotel or Hotel's independent contractor (which may be the local police department). Hotel may allow Group to retain an outside security service provider that is approved in writing by Hotel prior to the Event or the applicable Function. If Group hires an outside service provider, Group must provide Hotel with a copy of its agreement with the service provider, which shall indemnify Hotel, its owner, its management company and their respective parents, subsidiaries and affiliates, and all of their respective owners, members, partners, directors, officers, employees, representatives and agents, from and against any liabilities related to the security services. Under no circumstances shall any armed security personnel be permitted onto the premises of Hotel without Hotel's advanced written approval, which Hotel may withhold in its sole and absolute discretion.

6.3 Shipping and Packages:

If Group will be shipping packages to Hotel, Group must notify Hotel at least one week in advance. Each package sent to Hotel must include the name of Group, the Arrival Date and the number of items contained in the package. Each package should arrive no earlier than three (3) days before the Arrival Date. Hotel reserves the right to add storage fees to the Master Account for any packages that arrive earlier. Hotel shall have no liability for the delivery, security or condition of the packages.

6.4 Notices:

All notices, offers, acceptances, requests and other communications hereunder shall be in writing and shall be deemed sufficient if hand delivered (against receipt) or sent by a commercially recognized express delivery service (e.g. FedEx or UPS), or certified or registered U.S. Mail, postage prepaid, to the Group Contact, at the address for the Group Contact, both identified on the first page of this Agreement; or, if to Hotel, to the street address of the Hotel premises to the attention of its General Manager. Hotel will not be bound by any notice unless delivered to Hotel in the manner specified herein.

6.5 Damage to Hotel Premises:

To the fullest extent permitted by law, Group assumes full responsibility for any damage done to the Hotel during your Event or any setup for the Event or disassembly after the Event, to the extent that such damage is caused by Group, its employees, guests, agents, or contractors (other than Hotel and its subcontractors), including any damage resulting from the installation, placement, and removal of Group's displays, equipment, exhibits, or other items.

6.6 Indemnification:

Group shall indemnify, defend and hold harmless Hotel, its owner, its management company, their respective affiliates and all of their respective officers, directors, partners, members and employees from and against all demands, suits, judgments, settlements, claims, damages to persons and/or property, fines, liens, losses and other liabilities, including reasonable attorneys' fees (collectively "Claims") arising out of related the negligence or intentional misconduct of Group, its contractors or exhibitors, or their respective employees, agents, contractors or attendees. Group does not waive, by reason of this section, any defense that it may have with respect to such Claims.

6.7 Additional Remedies:

If this Agreement is one of a group of (any two or more) agreements between Hotel and Group and/or any of Group's affiliates for Hotel to host events, then Hotel reserves the right to terminate this Agreement and/or other agreement(s), without liability to Hotel, if (a) Group (or, if applicable, its affiliate) fails to timely pay any amounts due and owing under, or commits any other material breach of its obligations under, this Agreement or any of the other agreements; or (b) Group, its affiliate or any of their respective employees, agents or contractors causes damage or disruption to the Hotel's premises, operations, guests or reputation. Notice of any such termination by the Hotel shall be made to Group in writing. If Hotel cancels the Event pursuant to this section, Group shall be responsible for the applicable Cancellation Fee as if Group cancelled the Event. If, pursuant to this section, Hotel cancels any other event(s) it had booked for Group or one or more affiliates of Group, then Group shall be responsible for any applicable cancellation fee(s) provided for under the applicable agreement(s).

6.8 Group's Property:

Group agrees Hotel will not be responsible for the safe-keeping of equipment, supplies, written material or other valuable items left in meeting rooms, sleeping rooms or anywhere on Hotel's premises. Group is responsible for securing any such aforementioned items and hereby assumes responsibility for loss thereof. Group may not rely on any verbal or written assurances provided by Hotel staff, other than as provided in this Agreement. Property of Group is the sole responsibility of Group and/or its owner. Group warrants that it has procured sufficient insurance to cover the loss of such property and waives any claims under Hotel's insurance policy for the loss of Group's property or the property of any of its attendees or invitees.

6.9 Choice of Law:

This Agreement will be interpreted in accordance with the laws of the state in which Hotel premises is located, without giving effect to any conflict-of-law principles thereof that would result in application of the laws of any other state.

6.10 Dispute Resolution:

- The parties shall exercise commercially reasonable efforts to informally and timely resolve any dispute arising under or related to this Agreement before commencing litigation, unless the litigation seeks emergency injunctive relief.
- Any action between the parties arising out of or related to this Agreement shall be filed solely in the United States District Court for the district in which the premises of Hotel is located or, if subject matter jurisdiction in that court is lacking, in a state court in whose jurisdiction Hotel is located. Each of the parties hereby consents to the personal jurisdiction of these courts and venue of any such action in these courts, and hereby waives any objection based on the doctrine of *forum non conveniens* to any such action being adjudicated by any such court.
- If action by either party against the other to enforce its rights under this Agreement, including (without limitation) any litigation and/or other efforts to collect any payments due under this Agreement, the non-prevailing party shall be responsible for the prevailing party's costs related to such action, including (without limitation) reasonable attorneys' fees and expenses, collection costs and pre- and post-judgment interest.
- The parties hereby knowingly, voluntarily, intentionally, and mutually waive any right to a trial by jury in any civil action based on, arising from or in connection with this agreement, the event, or any course of conduct, course of dealing, statements (verbal or written) or actions by the parties.

6.11 Entire Agreement:

This Agreement constitutes the entire agreement between the parties with respect to the Event and supersedes any previous agreements, communications, representations or agreements, whether written or oral. Any modifications, additions or corrective lining out made on this Agreement will not be binding unless such modifications have been signed or initialed by both parties. Any amendments to this Agreement must be made in writing and signed by authorized representative of each party. For the avoidance of doubt, this section shall not prevent Group from ordering particular or additional services from Hotel through a banquet event order or other document signed by an Authorized Representative.

6.12 No Assignment:

Neither party may assign or transfer this Agreement or any of its rights (other than rights to receive payments) or obligations hereunder without the written consent of other party, unless the assignment is to an affiliate of the assigning party pursuant to an internal reorganization or acquisition of the assigning party, or the assignment is made to an entity that acquires all or substantially all of the assigning party's assets. Any attempted assignment or transfer by Group without such consent may, at the option of Hotel, be deemed to be a Cancellation, in which case Group shall be liable for a Cancellation Fee set forth herein.

6.13 Miscellaneous:

Each person signing this Agreement warrants that he or she is authorized to bind the party for which he or she is signing. 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. The failure of either party to insist, at any time, on strict performance of any terms or conditions of this Agreement, or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, condition, option, right or remedy. No waiver by either party of any term or condition hereof shall be deemed to have been made unless expressed in writing and signed by such party.

ARTICLE VII: EXECUTION OF AGREEMENT

7.1 The Group or Agent's return of its signature on a copy of this Agreement shall be deemed an acceptance of the terms of the contract by the group. Hotel's subsequent signature of the Agreement shall be deemed an acceptance of the terms of the contract by Hotel.

7.2 This Agreement may be executed in one or more counterparts, which together shall constitute one and the same Agreement. Signatures sent by facsimile or equivalent means shall be deemed original, valid and binding signatures to this Agreement.

7.3 Any handwritten changes to this document will not be binding unless initialed by an authorized representative of both parties.

7.4 Each individual signing this document represents and warrants that he or she has authority to bind the party for which he or she signs.

7.5 Unless Hotel otherwise notifies Group at any time prior to Group's execution of this document, the Hotel will reserve the accommodations provided for herein for Group on a first-option basis until 11:59 p.m. of the prevailing time in effect where the premises of the Hotel is located, on August 11, 2017, at which time Group's option shall expire and neither party shall have any further rights or obligations hereunder.

IN WITNESS WHEREOF, Hotel and Group have entered into this Agreement in matter and form sufficient to bind them effective as of the last date identified below.

IB Tallahassee, LLC
d/b/a Doubletree by Hilton Tallahassee

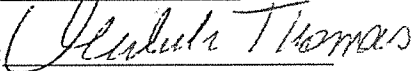
Association of Florida Colleges

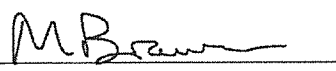
Name: Michele Thomas

Name: Michael Brawer

Title: Senior Sales Manager

Title: Chief Executive Officer

Signature: 

Signature: 

EXECUTED CONTRACT/AGREEMENT DUE: 8/11/2017

Date: 8/25/17

Date: 08/21/17

DOS: 

