

## HUTCHINSON SHORES

RESORT & SPA

Hutchinson Island, Florida

THIS GROUP ROOM AGREEMENT ("Agreement") is entered into between the Association of Florida Colleges, Inc., a Florida [Association] ("Group") and Jensen Beach, LLC, ("Owner"), with respect to the resort commonly known as **HUTCHINSON SHORES RESORT & SPA** located at 3793 NE Ocean Boulevard, Jensen Beach, Florida 34957 (the "Resort").

DATE WRITTEN: March 7, 2018  
 NAME OF EVENT: Florida College System Councils Meeting  
 CONTACT: Mr. Michael Brawer  
 TITLE: Executive Director/CEO  
 ADDRESS: 1725 Mahan Drive  
 Tallahassee, FL 32308  
 PHONE NUMBER: 850-222-3222  
 E-MAIL ADDRESS: [mbrawer@myafchome.org](mailto:mbrawer@myafchome.org)

### DESCRIPTION OF GROUP AND EVENT

#### SLEEPING ROOM COMMITMENT

The Resort has reserved a block of rooms as follows for the Group: 6/5/2018 - 6/8/2018, representing a total of 255 room nights:

	Tue 06/05	Wed 06/06	Thu 06/07
Sunset View	15	70	70
Oceanfront Standard	10	50	40
Total	25	120	110

The Resort is pleased to confirm the following special group room rates for Group:

Room	Single Rate	Double Rate
Sunset View	167.00	167.00
Oceanfront Standard	189.00	189.00

The above rates include 1 breakfast voucher per room/per night and valet parking, rates are subject to an 11% State Sales and Lodging Tax. The net rates, not including breakfast and parking are 10% commissionable to Doug Ryan Consulting, LLC.

The Resort agrees to extend this special rate to attendees three days prior to and three days after the official event dates, upon request based on room and rate availability.

### **HOTEL CONCESSIONS:**

As an added incentive to select our Resort, we are pleased to offer the following concessions as part of your group package:

- \$29.00 daily Resort fee waived
- Complimentary Wi-Fi in the guest rooms and meeting space
- Room rate includes valet parking for 1 vehicle
- 1 complimentary Suite upgrade at the Sunset View rate
- 4 complimentary Oceanfront upgrades at the Sunset View rate
- 1 complimentary room night per 35 room nights consumed
- Complimentary set up of up to 10 - 6ft. vendor tables
- Complimentary 1 hour Welcome Reception to include Resort Brand full bar and 5 passed hors d'oeuvres per person
- Your choice of a \$500 American Express Gift Card or a gift certificate for a weekend stay at any of our OPAL Collection properties
- Meeting room rental waived with a \$5,000.00++ total catered food & beverage minimum

### **DAILY RESORT FEE INCLUDES:**

- Complimentary wireless internet
- Daily Beach Chair set up
- In-room Keurig coffee
- Towel service at the resort pools
- Concierge Service
- State of the Art Fitness Center
- Weekday USA Today newspaper
- Business center for computing and printing needs
- Unlimited local calls and toll-free number access
- Fresh Fruit, Homemade cookies and bottled water available daily in the Pantry located on each floor

### **ROOM RESERVATION PROCEDURE:**

It is our understanding that individual guests will be responsible for making their own reservations. **We encourage your attendees to book on our website [www.HutchinsonShores.com](http://www.HutchinsonShores.com) using the special GROUP code FCSCOU0606.** Attendees can also make their reservations by calling the Resort's Reservation Department directly at **1-877-502-4653** and referencing FCS Councils Meeting to insure they receive your special group rate. Reservations must be guaranteed with a major credit card and will be charged a one night's room and tax deposit at the time of reservations.

Individual reservations must be booked no later than May 06, 2018. Upon this date, any rooms in your group allocation that have not been reserved with definite guest names and a guarantee will be released back to the hotel for resale. Any extensions of the cut-off date are at the discretion of the Resort.

Should the group exceed or expect to exceed the room block, it is necessary to notify the Resort immediately to verify that additional rooms are available.

**ARRIVALS/DEPARTURE:**

Check-in at the Resort is 4:00 p.m. Early check-in is subject to availability. Check-out time is 11:00 a.m. Attendees desiring a late check-out must inform the Resort's Front Desk and will be handled on an individual basis, based on room availability. **A late departure charge may apply.**

**WELCOME GIFTS/AMENITIES:**

The Resort can provide assistance should you wish to arrange for welcome amenities or evening turn-down gifts for your attendees. Please request our menu for a variety of selections and pricing. If you will be providing your own welcome gifts, they will be delivered by our bell staff upon your guest's arrival at a charge of **\$4.00 per guest room, \$6.00 per guest room for name specific deliveries.**

**WALK CLAUSE:**

Should the Resort walk a guaranteed reservation, complimentary accommodations will be provided for each night of the relocation at a hotel of equal or better value. Complimentary transportation will be provided to and from that hotel to the Resort. Every effort will be made to place the guest back into the Resort as soon as space is available.

**METHOD OF PAYMENT:**

- The Resort understands that individuals will be responsible for their own room, tax and incidental charges. All meeting room, food and beverage charges will be posted to your group's master account.

***Please select a form of payment for the settlement of the group's master account:***

- \_\_\_\_\_ Credit Card
- \_\_\_\_\_ Company Check
- \_\_\_\_\_ Direct Bill

**DEPOSITS/PAYMENTS AND BILLING ARRANGEMENTS:**

Any charges that are the responsibility of the individual guest are payable in full upon departure. For your convenience, we accept Visa, MasterCard, Diners Club, and American Express.

Group will provide a non-refundable deposit in the amount of \$2,500.00 with a copy of the signed agreement by **03/09/18** to confirm a DEFINITE reservation of the space outlined in this agreement.

It is our understanding that Florida Council System Councils wishes to establish credit with us for this event. Please fill out the attached Direct Bill application and return it to the Hotel no later than ninety (90) days prior to the first day of the Official Program Dates. The Hotel will then contact Florida Council System Councils if direct billing is available or if alternative means of payment must be arranged. A credit card authorization form must be completed for all events at time of booking.

Any outstanding balances from the Master Account will be due and payable upon receipt of our invoice. If payment is not received within thirty (30) days, the Hotel will impose a finance charge of 1-1 1/2 % per month (18% annual rate), which will be added to the unpaid balance commencing on the invoice date. Once Florida Council System Councils has been approved for Direct Billing, the only acceptable method of payment is check. Please indicate your method of payment below:

Check: \_\_\_\_\_

The Hotel must be notified in writing within forty-five (45) days prior to your arrival date of the authorized signatories and the charges that are to be posted to the Master Account. Florida Council System Councils will notify the Hotel in writing of any disputed charge(s) within twenty-five (25) days after receipt of the invoice. The Hotel will work with Florida Council System Councils in resolving any such disputed charges, however, any and all undisputed charge(s) must be paid within thirty (30) days of Florida Council System Councils receipt of the invoice.

**A credit card is required as a secure form of payment with the return of the signed contract in order for it to be processed. All corporate and non-corporate events that do not require or qualify for direct billing privileges are required to have their event(s) prepaid by credit card or check at least and no later than two weeks prior to the event date. This company policy is strictly enforced and no exceptions will be made. Your event coordinator or Sales Manager will provide an estimated balance receipt for you.**

Please sign after reading the above clause: \_\_\_\_\_

**If the request for Direct Bill is not approved by the Resort, the following additional advanced deposit monies will be due as outlined below:**

A 50% Deposit of the estimated amount of Rooms, Food and Beverage revenue is due to the Resort 6 Months before contracted function. An invoice will be sent to the contracted Contact Address.

75% (seventy-five percent) of the remaining group/event charges must be paid 14 days prior to arrival. An invoice will be sent to the contracted Contact Address.

The remaining balance is payable in full **FIVE DAYS PRIOR TO ARRIVAL.**

**MEETING/FUNCTION AGENDA:**

Based on the requirements outlined by the Group, the Resort has reserved the following function space as understood here below. Once the meeting room names are given to Group, the Resort reserves the right to move functions to other banquet rooms to accommodate for better usage of meeting space.

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
6/6/2018	8:00 AM	10:00 AM	Meeting	Cobia Room	Conference Style	12	
6/6/2018	9:00 AM	2:00 PM	Meeting	Loggerhead Salons (ABC)	Classroom Style	50	
6/6/2018	1:00 PM	5:00 PM	Meeting	Leatherback & Hawksbill	Crescent Rounds	175	
6/6/2018	2:00 PM	5:00 PM	Meeting	Loggerhead Salons (ABC)	Classroom Style	50	
6/6/2018	5:00 PM	7:00 PM	Meeting	Cobia Room	Conference Style	12	
6/6/2018	5:00 PM	7:00 PM	Meeting	Tarpon Room	Conference Style	12	
6/7/2018	8:00 AM	5:00 PM	Meeting	Leatherback & Hawksbill	Crescent Rounds	175	
6/7/2018	8:00 AM	5:00 PM	Meeting	Loggerhead Salons (ABC)	Classroom Style	60	
6/7/2018	12:00 PM	1:00 PM	Lunch Buffet	Leatherback & Hawksbill	Crescent Rounds	175	
6/7/2018	5:00 PM	6:00 PM	Reception	Sea Turtle Foyer & Kingfish	Cocktail Rounds	175	
6/8/2018	8:00 AM	12:00 PM	Meeting	Leatherback	Classroom Style	90	
6/8/2018	8:00 AM	12:00 PM	Meeting	Hawksbill	Classroom Style	75	
6/8/2018	8:00 AM	12:00 PM	Meeting	Loggerhead Salons (ABC)	Classroom Style	50	
6/8/2018	8:00 AM	12:00 PM	Meeting	Kingfish Ballroom	Classroom Style	40	

Meeting room rental will be waived with a \$5,000.00++ total catered food and beverage minimum. If the food and beverage minimum is not met, the difference will be charged in meeting room rental.

**FOOD AND BEVERAGE MINIMUMS AND ROOM CHARGES**

Breakfast Buffets have a 30 person minimum. Meals less than 30 people result in a \$150.00 Set up Fee.  
Lunch Buffets have a 35 person minimum. Meals less than 35 people result in a \$200.00 Set up Fee.  
Dinner Buffets have a 50 person minimum. Meals less than 50 people result in a \$250.00 Set up Fee.  
Extra Server, Bartender and Chef fees are \$150.00 per attendant.

Food and Beverage menu prices are subject to change.

**USAGE OF PUBLIC AREAS:**

The Dune Bar, Ocean Verandah, Drift Bar and Reflections are considered public areas of the Resort and are available for group functions that meet the required food and beverage minimums. However, use of these areas are for all resort guests and are not deemed exclusive or private to your group. To insure the privacy of your catered event, we recommend reserving one of the Resort's Banquet Rooms.

**AUDIO VISUAL POLICY:**

Audio Visual equipment is provided by the Resort's in-house vendor.

**CONVENTION SERVICES & CATERING POLICIES:**

At the time of receipt of this signed agreement, or one year prior to your event, an Event Manager will be assigned to discuss all details from *rooming list, initial planning, meeting room set up, catering events-including theme parties- through final billing and post conference.*

Your assigned Event Manager must receive menu selections at least (21) days prior to the function. All food and beverage items consumed in banquet rooms, resort outlets and hospitality rooms must be purchased at the Resort. Minimum guarantees for all food and beverage functions must be stated to the Resort in writing, at least (5) business days (not to include Saturday and Sundays). All charges are based upon the guarantee, or the actual number of guests served if greater than the guarantee. All food and beverage functions are subject to a taxed 21% service charge and local tax, currently 6%.

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.

Group's 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 Event Manager assigned to your group.

The Resort 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 or main lobby of the resort. No signage inside the meeting rooms will be taped or tacked to the banquet room walls. If bulletin boards are needed, they may be provided at a small charge. If a banner needs to be hung, a banner-hanging fee of \$25.00 per banner will be assessed and charged to the Master Account.

There is a \$.20 per copy cost for any copies made by the Resort.

Vendor Table Set up: Exhibit Tables are \$25.00 per 6'x30" table w/ 2 chairs. If Power is required there is a \$50.00 ++ fee. The Power Fee includes extension cords and power strip and tape down of said cords for safety.

The Resort reserves the right to charge a \$250.00 clean up fee if excessive cleaning is needed, i.e.: use of glitter, confetti, balloons, etc. used as part of decorations for the function.

Continental Breakfast, Full Breakfast and Lunch Buffets are priced for one hour. Dinner Buffets are priced for two hours and represent **maximum** times. If said group wishes to extend any buffet past the allotted time or refresh existing food and beverage, a per-person fee will be assessed.

**PACKAGE RECEIVING:**

Should boxes need to be shipped for any function, Group must address all boxes and/or packages to the attention of the Event Manager and include the following information:

**Function name:** FCS Councils Meeting  
**Arrival date:** June 5, 2018

Due to limited storage space, the Resort must request that all shipments not arrive any earlier than (7) days prior to the Group's arrival on 6/5/2018. A fee will be assessed for large shipments (5 boxes or more, \$5.00 per box, per day) received that will require additional storage space. If packages are shipped to the Resort, the approximate number of packages must be given to the Event Manager handling the group at least (3) days prior to the arrival of initial shipment. Any shipments requiring special delivery arrangements (i.e. forklift), an additional charge will apply.

**VENDOR DELIVERIES:**

Vendor deliveries will be accepted at the Resort's loading dock only. Deliveries will not be accepted at the guest front entrance to the Resort. Hours for unloading and pick up will be at the discretion of the Resort and established prior to your event's set up day. Vendor deliveries requiring more than 15 minutes unloading and/or loading time will require a security coordinator provided by the Resort at the security company's current hourly rate with a minimum (3) hour charge. No vendor deliveries will be accepted prior to your event's set up day. If deliveries do occur prior to the group's set up day, a \$50.00 per day/per package fee will be charged to your group's master account for storage. Pallets will be charged a \$350.00 per day storage fee. Resort staff cannot set up or breakdown vendor booths, products, displays, etc. Vendors will be responsible for the shipping in and out of all packages and materials.

**SECURITY:**

Should Group require security support, the Resort will assist in securing these arrangements. The Resort will not be held responsible for any item left in the meeting rooms. If meeting rooms need to be secured, a key will be issued to the on-site contact and will need to be returned at the close of the conference. If keys are not returned, a \$60.00 re-keying charge will be billed to the Master Account. No meeting room is completely securable; a Security Guard may be hired and the Resort will not be held responsible for any lost or stolen items. Group will assume all risk and responsibility for any personal property and/or equipment that you may bring into the Resort that may be damaged, lost or stolen during your event, and will not hold the Resort responsible for any such loss or damage.

**FLORIDA CLEAN AIR ACT:**

In keeping with the Florida Clean Indoor Air Act, all public areas in the Resort will be smoke free. This includes, but is not limited to, lobby areas, all indoor function and pre-function space, guestroom corridors, guestrooms and all restaurants and lounges. Smoking will be permitted in designated smoking areas only.

**HOSPITALITY SUITES:**

We recognize and support the need for hospitality suites in the Resort. Consideration of all guests must be observed at all times. Due to local liquor laws and the Resort policy, all food and beverage must be purchased from the Resort.

**INDOOR ENTERTAINMENT:**

All indoor entertainment must be concluded by 2:00 a.m. as to not disturb our other guests.

**OUTDOOR ENTERTAINMENT:**

All Resort outdoor entertainment must conclude no later than 10:00 p.m. so not to disturb other guests of the Resort.

**RECREATIONAL FACILITIES:**

The pool and beach facilities are for registered guests only. Resort management must approve any exception.

**CHANGES, ADDITIONS and MODIFICATIONS:**

All changes, additions, deletions or stipulations including correcting lining out by either the Resort or Group will not be considered agreed upon or binding to the other unless such modifications have been initialed or otherwise approved in writing by the other in the form of an addendum.

**IMPOSSIBILITY:**

The performance of this agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party, including but not limited to acts of God, war, acts of terrorism, government regulations, disaster, strikes (except those involving the employees or agents of the party seeking the protection of this clause), civil disorder, or curtailment of transportation facilities, to the extent that such circumstance makes it illegal or impossible for either Resort or Group to perform its obligations and covenants under this Agreement. The ability to terminate this Agreement without liability pursuant this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical but in no event longer than ten (10) days after learning such basis.

**MUTUAL INDEMNIFICATION:**

The Resort and Group agree to indemnify and hold harmless against any and all losses, claims, expenses or damages on account of any injury to the persons or property of any registrant, guest or employee of Group or the Resort arising out of the negligent or willful misconduct of either party, its agents, or employees.

**COLLECTION COSTS:**

In the event the Resort uses an attorney, collection agency, or other lawful method to collect any amounts due to the Resort under this Agreement, the Group agrees to pay all expenses of collection, including reasonable attorney's fees and costs.

**FAX TRANSMITTAL:**

If either party uses a fax transmittal, the fax copy shall serve as an original unless an actual original is executed and received by both parties within 10 days. Each page must be initialed at bottom and the acceptance must be signed in order for this to become a valid contract.

**ROOMS ATTRITION:**

Group may reduce total room nights blocked by ten percent (10%) without obligation or fee, 30 thirty days prior to your arrival. May 06, 2018 is the final date to reduce your room block by 10% without penalty. All room nights dropped in excess of the allowed 10% will be charged a cancellation determined by the original room block less the 10% grace total and any and all room nights the Resort is not able to re-fill. In addition, should the room block decrease, the Resort reserves the right to review the meeting space reserved and make the appropriate changes in ratio to the anticipated attendance and additional charges may apply.

**FOOD AND BEVERAGE ATTRITION:**

The Resort is relying on the Food and Beverage functions outlined on the Function Agenda/Schedule of Events section of this agreement. Group agrees that a loss will be incurred by the Resort should there be a reduction in the number of Food and Beverage functions and the number of Food and Beverage covers. Should the projected revenue for a function decrease by the following percentage, the coinciding additional daily room rental will apply to that function.

11% - 20%	\$250.00
21%- 30%	\$500.00
31% - 40%	\$750.00
41% - 50%	\$1000.00
51% or below	\$1250.00

**FULL CANCELLATION:**

Upon execution of the agreement, if you cancel your event on or prior to the cancellation deadline, you shall pay the Resort a cancellation fee as set forth below and shall have no further liability to the Resort for the cancellation. To exercise this right of cancellation, the Resort must receive written notice of your cancellation and the cancellation fee prior to the cancellation deadline. Your cancellation fee shall be as set forth below, based on the date we receive both notice and cancellation fee:

**Rooms:**

From signing date to 180 days:	50% total room revenue
From 179 days through 90 days:	80% total room revenue
From 89 days to arrival:	100% total room revenue





