



DOUBLETREE
BY HILTON

HOTEL & EXECUTIVE MEETING CENTER
PALM BEACH GARDENS

4431 PGA Blvd. • Palm Beach Gardens, Florida 33410 • (P) 561.622.2260 • (F) 561.776.2945

GROUP SALES AGREEMENT

Issue Date: Friday, July 13, 2018

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between Doubletree Hotel Palm Beach Gardens 4431 PGA Boulevard, Palm Beach Gardens, FL 33410 ("the Hotel") and Association of Florida Colleges ("the Group")

ORGANIZATION: **Association of Florida Colleges**

Contact Name: Michael Brawer
Address: 1725 Mahan Drive
Tallahassee, FL 32308
Phone: 850-567-3212
E-mail Address: doug@dougyranconsulting.com

NAME OF EVENT: Association of Florida Colleges

OFFICIAL PROGRAM DATES: Thursday, October 4, 2018 through Friday, October 5, 2018

Between now and **July 30, 2018**, unless both parties have agreed upon and fully executed this agreement, should another organization request the dates and be in a position to confirm immediately, we will advise you and you will have two (2) business days to confirm on a definite basis.

If this agreement is not mutually executed by **July 30, 2018**, the room block may be automatically released.

GUEST ROOM ALLOCATION AND RATE COMMITMENT

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

Room/ Package Type	DAY	Number of Conferees by Package Type and Room Type							Total by Type	Cost
		Sun	Mon	Tue	Wed	Thu	Fri	Sat		
	DATE	9/30/18	10/1/18	10/2/18	10/3/18	10/4/18	10/5/18	10/6/18		
Standard Guestroom	RATE \$119					40			40	\$6,366.00 Plus 13% Tax
TOTALS						40			40	\$6,051.15

Handwritten notes: "4760.00" and "5379.80" next to the cost columns.

Room rates are quoted exclusive of local taxes and fees and assessments which are currently: **6 % occupancy tax and 7 % sales tax.**
*Sleeping Room only rates will also be extended to your conference attendees before and after the dates listed based on availability.

COMMISSION/REBATE

The Hotel agrees to pay Doug Ryan Consulting the following commission/rebate on occupied, revenue-producing guest rooms:
Commission Percentage: 10.0000%

COMPLIMENTARY ROOMS

Association of Florida Colleges will receive one (1) complimentary guestroom for every (40) occupied, revenue-producing guestrooms on a cumulative basis (total room nights utilized divided by [40]).

EARLY DEPARTURE / NO SHOW FEE

In the event that a guest who has reserved a room within your block checks out prior to the guest's reserved checkout date or does not check in on the specified date of their reservation, a fee of one night's room and tax will be charged to that guest's individual account.

Client's Initials: *MB*

Guests wishing to avoid this fee must advise the hotel at or before check-in. The hotel will deduct any such fees that are collected from any amount you may owe as sleeping room attrition.

ROOMS ATTRITION: The group agrees that it will pay Hotel **\$134.47** for each room night not utilized below **36** room nights (**80%**) equivalent to (\$4,840.92), as a reasonable estimate of the harm the attrition will cause the Hotel. Hotel agrees that after receiving this payment, it will not seek additional damages.

ROOM PICKUP

Starting 30 days prior to arrival, the room pickup will be monitored daily. Depending on the pace of this pickup the Hotel reserves the right to reduce the number of rooms being held.

RESERVATION METHOD

Individual call-in reservations/rooming list must be submitted no later than: **Tuesday - September 4, 2018**
Reservations will be by: Individual Call-In. Please note check in time is 4:00 PM and check-out time is 11:00 AM.

|| **Individual Call-In** – Please contact the Hotel Direct, Toll free 1-800-222-8733 or via Fax at 561-776-2945. Once an individual call-in reservation has been made, any changes should be made directly with our Group Reservations Department. A credit card number or one night's advance deposit will be required to secure a room out of this block. Cancellations must be received 72 hours prior to arrival or one night's room and tax will be charged.

CUT-OFF DATE

Reservations by attendees must be received on or before **September 4, 2018**. At the cut-off date, the Hotel will review the reservation pick up for the event, release the unreserved rooms for general sale, and determine whether or not it can accept additional Group reservations. Such a determination will be based on the Hotel's space and rate availability at this time.

PAYMENT INFORMATION

Your program is not considered definite until Payment Information is received.

INDIVIDUAL CALL-IN CREDIT CARD PAYMENT: A credit card number or one night's advance deposit will be required to secure a room out of this block. Cancellations must be received 72 hours prior to the date of arrival or one night's room and tax will be assessed.

RECEIVING/SHIPPING PACKAGES: Hotel is able to receive and store a limited number of materials and may require group to contract with a drayage company to handle shipments. In the event Hotel elects to receive, store and/or handle Group's packages Hotel will charge Group accordingly.

<u>Package Size</u>	<u>Delivery</u>	<u>Ship</u>	<u>Storage (daily)</u>
Envelope	\$3.00	\$2.00	\$2.00
1-25 lbs.	\$7.00	\$5.00	\$5.00
26-50 lbs.	\$15.00	\$10.00	\$10.00
51 lbs and over	\$25.00 & up	\$15.00 & up	\$15.00 & up
Golf Clubs	\$35.00	\$20.00	\$20.00
Display Cases	\$35.00	\$20.00	\$20.00
Pallets ½ under 36"	\$100.00	\$75.00	\$75.00
Pallets Full	\$150.00	\$100.00	\$100.00
Crates under 150 lbs.	\$100.00	\$75.00	\$75.00
Crates over 151 lbs.	\$150.00	\$100.00	\$100.00

GROUP NO-WALK POLICY

The Hotel agrees to a NO WALK Policy with Association of Florida Colleges.
In the unlikely event that it becomes absolutely necessary to relocate an Association of Florida Colleges meeting participant, the Hotel agrees to the following:

- The Hotel will first attempt to walk any other groups or transient travelers checking in prior to or at the same time as Association of Florida Colleges. In the event the Hotel finds that there is no other alternative than to walk an Association of Florida Colleges guest, the Hotel must notify the meeting planner immediately, before approaching the guest.
- Equivalent or superior hotel accommodations until the original room(s) reservation are honored.
- When the original room(s) reserved do(es) become available, Association of Florida Colleges guest must be given the option of staying at the substitute hotel. Should Association of Florida Colleges guest elect to remain at the substitute hotel, Association of Florida Colleges guest will be responsible for all charges related to their housing.
- Upon Association of Florida Colleges guest's return to the Hotel, the guest will receive a letter of apology from the General Manager and complimentary in-room amenity.
- Complimentary transportation between the relocation hotel and Meeting Hotel location for the duration of relocation.
- Two long distance phone calls to notify change of location.

All confirmed room nights of which the Hotel is unable to accommodate will be included in the room count/usage for the purposes of accommodating potential attrition or any contractual requirement based on room night production. Any walked Association of Florida Colleges guest's room nights will not be factored into guest room attrition charges.

Client's Initials: *AM3*

SHIPPING

Arrangements for receiving freight/packages must be confirmed in writing by the Hotel two (2) weeks prior to the event date. The Hotel will receive and store incoming freight/packages within 24 hours before and after the event date based upon availability. Should Association of Florida Colleges storage needs exceed the aforementioned time frame, the Hotel will make good faith efforts to accommodate such storage at a fee and based upon availability. The Association of Florida Colleges is responsible for the arrangements and all expenses of shipping materials, merchandise, exhibits, or any acceptance of these items upon arrival to the Hotel. It is the responsibility of Association of Florida Colleges to properly package, tape and label all freight/packages to be shipped to and from the Hotel.

FORCE MAJEURE

The performance of this Agreement by either party is subject to acts of God, government authority, disaster or other emergencies, any of which make it illegal or impossible to provide the facilities and/or services for the Association of Florida Colleges meeting. It is provided that this Agreement may be terminated for any one or more of such reasons by written notice from one party to the other without liability.

HOTEL RENOVATIONS

In the event any portion of the Hotel is closed (or is anticipated to be closed) for renovation, which encroaches into the rooms block related to the subject Contract, then and in that event:

1. Hotel shall have the right and the obligation to notify Client of said occurrence no later than ninety (90) days prior to the planned function, and
2. All deposits paid by client shall be returned, reflecting any diminished capability of the Hotel to handle all of the required functions and/or sleeping rooms, and
3. Hotel will assist in finding supplemental accommodations as close as possible to the Hotel, to make up for lost capability of the Hotel.

If, in the event the Hotel is unable to handle a minimum of seventy five percent (75%) of Client's room requirements, Client shall have the right to cancel the function and room block with no obligation to Hotel, and Hotel will refund 100% of any deposits made to date to the Hotel.

INSURANCE

The hotel and Association of Florida Colleges shall obtain and maintain and provide evidence of insurance upon request in amounts sufficient to provide coverage for any liabilities, which may reasonably arise out of or result from the respective obligations pursuant to this contract.

INDEMNIFICATION

Each party hereby agrees to indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action resulting from the gross negligence or intentional misconduct of such party or its respective officers, directors, employees, agents, contractors, members or participants (as applicable), provided that with respect to officers, directors, employees, and agents, such individuals are acting within the scope of their employment or agency, as applicable.

AMERICANS WITH DISABILITIES ACT

Both Association of Florida Colleges and the Hotel shall be responsible for compliance with the public accommodation requirements of the Americans with Disabilities Act as defined by law. The Hotel shall provide, to the extent required by the Act, such auxiliary aids and/or services as may be reasonably requested by Association of Florida Colleges for use in sleeping rooms and public areas of the hotel, provided that Association of Florida Colleges gives reasonable advance written notice to the Hotel of such needs. Association of Florida Colleges shall be responsible for the cost of any auxiliary aids and series (including engagement of and payment to specialized service providers, such as sign language interpreters), necessary for use in the meeting space used by Association of Florida Colleges, other than those types and quantities typically maintained by the Hotel.

GREEN POLICY

WE ARE A GREEN OPERATED HOTEL! In an effort to minimize our impact on the environment, the Hotel participates in Green programs such as Energy & Water Conservation, Improvement of Air Quality, Recycling and Donation Programs. We welcome every opportunity to share how this benefits our guests.

ARBITRATION/DISPUTE RESOLUTION/ATTORNEY'S FEES

Any controversy, claim or dispute arising out of or relating to this Agreement, shall be resolved through non-binding mediation and/or binding arbitration conducted in accordance with the rules of the American Arbitration Association or JAMS in the State in which the Hotel is located. The law of the State in which the hotel is located will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or court proceeding, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. In addition, Association of Florida Colleges shall be responsible for payment of attorneys' fees and interest associated with the Hotel's efforts to collect monies owed under the terms of this agreement.

COMPLIANCE WITH LAWS

Association of Florida Colleges agrees to comply with all applicable U.S. federal, state and local laws governing the agreement and event, including any rules, regulations or requests of the U.S. Department of Homeland Security.

NOTICE

Any notice required or permitted by the terms of this contract must be in writing. Notice may be sent via facsimile transmission and will be considered effective as of the date and time of the facsimile confirmation of transmission.

WAIVER

If either party agrees to waive its right to enforce any term of this contract, it does not waive its right to enforce any other terms of this contract.

Client's Initials: WB

PROMOTIONAL CONSIDERATIONS

We have the right to review and approve any advertisements or promotional materials in connection with your function that specifically references any name or logo of the Doubletree Hotel Palm Beach Gardens.

SECURITY

We have no insurance for and are not responsible for any loss or damage to Association of Florida Colleges property. If required, in our sole judgment, or order to maintain adequate security measures in light of the size and/or nature of your function, Association of Florida Colleges will provide, at your expense, security personnel supplied by a reputable licensed guard or security agency doing business in the city or county in which we are located, which agency will be subject to our prior approval. Such security personnel may not carry weapons. For the safety of persons and property, no fireworks or incendiary devices may be used indoor at the hotel. Association of Florida Colleges agrees to comply with all applicable federal, state and local laws, including health and safety codes and federal anti-terrorism laws and regulations including all provisions of the Patriot Act and regulations of the U.S. Department of Homeland Security and the Office of Foreign Assets Control. Association of Florida Colleges agrees to cooperate with Hotel and any relevant governmental authority to ensure compliance with such laws.

CANCELLATION

In the unlikely event that you should decide to cancel this event at any time after execution of this Agreement, the following cancellation charges will apply, which are not a penalty and represents a reasonable effort by the Hotel to establish its loss prospectively and are liquidated damages:

Date of Signature to 60 days prior to arrival	\$1,512.79	(25% total event revenue)
59 days to 40 days prior to arrival	\$3,025.58	(50% total event revenue)
39 days to 30 days prior to arrival	\$4,538.36	(75% total event revenue)
29 days to arrival	\$5,446.04	(90% total event revenue)

These payments may be subject to the applicable taxes. Such payment shall be made by certified check or wire transfer and shall accompany your notice of the exercise of this cancellation option. Any attempted exercise of this right without the inclusion of payment, as set forth above, shall be invalid. Proper notice of cancellation is not default rather an exercise of a right under this Agreement to cancel this Agreement without any further obligations. Force Majeure- The performance of this Agreement by either party is subject to acts of God, war, government regulations, disaster, strikes, civil disorders, or other emergencies making it illegal or impossible to substantially perform this Agreement.

SIGNATURE

This contract, with exhibits attached (if any) constitutes the entire agreement between the parties and may not be amended or changed unless done so in a writing signed by Hotel and Association of Florida Colleges.


The undersigned represent that they are authorized to sign and enter into this contract.

Notice may be sent via facsimile transmission and will be considered effective as of the date and time of the facsimile confirmation of transmission.

The above terms and conditions currently are being held by the hotel on a first option, tentative basis. To confirm this as a definite program, please review the contract and indicate Association of Florida Colleges approval by signing below and returning the entire contract to our office by **July 30, 2018**. If we do not receive your signed contract by the specified date, we cannot continue to hold space. Should another group request your dates prior to your option date we will notify you and you will have 48 hours to confirm this contract or release the space.

SIGNATURES

Approved and authorized by Association of Florida Colleges:


Name: (Print) Michael Brower Signature: 

Title: (Print) CEO Date: 8-8-18

Email Address: mbrower@myafcham.org

Hotel Sales Manager:

Name: (Print) Stephanie Rimpotti Signature: _____

Client's Initials: 

Title: (Print) Sales Manager

Date: _____

Approved Countersigned and authorized by Hotel:

Name: (Print) Roger Brown

Signature: _____

Title: (Print) General Manager

Date: _____

Client's Initials:

RB