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COP



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: Councils of President

Group Contact Name: Mr. 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 2019 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:

2019	Thu 01/10
Run of House	15

Rates:

	Single Rate	Double Rate
Run of House	\$139.00	\$139.00

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 IV: PERFORMANCE REQUIREMENTS

4.1 Sleeping Room Performance:

Group acknowledges that if it holds the Event, but Group and/or guests attending the Event do not purchase the full amount of the Room Block, then Hotel will be harmed. Group also acknowledges that the actual amount of Hotel's damages from sale of less than the full amount of the Room Block would be difficult to calculate. Therefore, the parties agree that if the Event is held, but less than (80%) of the Total Guestroom Revenue identified in the table above is generated, then Group shall pay Hotel, as liquidated damages and not as a penalty, an amount equal to the difference between the immediately aforementioned percentage of the Total Guestroom Revenue and the actual guestroom revenue generated during the Event, plus any applicable taxes (the "Sleeping Room Performance Fee"). Any Sleeping Room Performance Fee will be added to the Master Account.

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)

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

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 November 2, 2018, 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

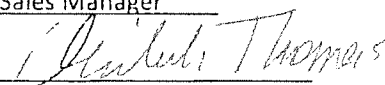
Association of Florida Colleges

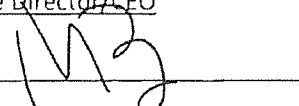
Name: Michele Thomas

Name: Mr. Michael Brawer

Title: Senior Sales Manager

Title: Executive Director/CEO

Signature: 

Signature: 

EXECUTED CONTRACT/AGREEMENT DUE: 11/2/2018

Date: 11/29/18

Date: 11/28/18

DOS: 

Councils of President

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