

Embassy Suites Palm Beach Gardens

Ashford TRS IV LLC/By: Remington Lodging & Hospitality, L.P.

GROUP SALES AGREEMENT

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between Embassy Suites Palm Beach Gardens and Association of Florida Colleges and outlines specific conditions and services to be provided.

ORGANIZATION: Association of Florida Colleges

CONTACT: Michael Brawer

Doug Ryan 850-567-3212

doug@dougryanconsulting.com

1725 Mahan Dr

Tallahassee FL 32308

NAME OF EVENT: Association of Florida Colleges

OFFICIAL PROGRAM DATES: July 07, 2019 - July 12, 2019

GUEST ROOM COMMITMENT

The hotel agrees that it will provide and Association of Florida Colleges agrees that it will be responsible for utilizing the total number of room nights as indicated below:

	Run of House
Mon 07/08	35
Tue 07/09	24 75
Wed 07/10	75 70 MB
Thu 07/11	72 70

Total Number of Room Nights: ~~267~~ 250 MB

All guestrooms are run-of-the house unless otherwise set forth. Guestroom types cannot be guaranteed and rooms will be reserved on a first-come, first-served basis.

Client Initial: MB

GUEST ROOM COMMITMENT

The Hotel reserves the right to review and adjust room block up to June 07, 2019, in order to ensure the accuracy of guestroom requirements. If a reduction is rejected, a firm guarantee of a number of rooms and security deposit may be required. In addition, an early departure fee of [\$75.00] will apply.

GROUP ROOM RATES

Based upon Association of Florida Colleges's total program requirement as outlined in this agreement, Hotel is pleased to confirm the following group rates:

Room	Single Rate	Double Rate	Triple Rate	Quad Rate
Run of House	129	129	129	129

Hotel room rates are quoted per room per night and are subject to applicable state and local taxes at 13%. Tax rates are subject to change.

TAX EXEMPT STATUS

If Association of Florida Colleges maintains a tax exempt status, Association of Florida Colleges must provide hotel with a valid tax exemption certificate by June 07, 2019, in order to be exempt from tax charges.

GROUP RATE TO BE EXTENDED BEYOND EVENT DATES

The above confirmed group rates may be applicable three days before to three days after the official meeting dates, subject to space availability.

SPECIAL CONCESSIONS

In consideration of the total guest room commitment and functions outlined herein, the Hotel is pleased to offer the following special concessions:

- Complimentary Private Evening Reception for 1 hour mirroring our Evening Reception in the Atrium- \$100++ Bartender Fee
- Complimentary Upgrade to our Premium Floor with Amenities for 10 VIP Guests
- 1 per 40 comp
- Double Hilton Honor Planner Points

COMMISSIONS

The rates quoted in this letter of agreement are commissionable to Doug Ryan Consulting at 7% and Rebate at \$5 per utilized room. Commission is payable after settlement of all program charges.

Client Initial: MB

METHOD OF RESERVATIONS

Reservations will be made by individuals calling the Hotel reservation number directly at 561-622-1000 or Embassy Suites Toll Free Reservations number 800-362-2779. Individuals must identify themselves as being with the group at the time the reservation is made in order to receive the special group rate. Where available, reservations may also be made through the World Wide Web.

GUARANTEED RESERVATIONS

All reservations must be accompanied by a deposit of first night's room charge or guaranteed with a major credit card. Hotel will not hold any reservations beyond June 07, 2019, unless secured by one of these methods. Cancellation must be made 48 hours prior to arrival, or first night's room rate will be charged.

BILLING ARRANGEMENTS

Individuals will be responsible for room, tax and incidental charges. A valid form of payment will be required at time of guest's check-in. All services rendered must be paid in full upon guest's check-out.

ACCOUNT SETTLEMENT POLICY IF APPLICABLE

The management Company thanks you for the opportunity to be of service to you and your organization. It is the standard policy of the Management Company that each of our customers establishes an "Account Settlement" arrangement prior to the hotel supplying accommodations and /or catered functions. To establish these arrangements, the Company offers the following payment options.

Advance deposit (Advance Payment) may be provided by one or more of the following methods:

- a. Cash – Must be received five business days in advance of arrival or function date. A credit card guarantee will be required for any room or function to be paid by cash at check-in or at the conclusion of the function. The credit card is to be authorized for the estimated charges.
- b. Certified Check or Money Order – Must be received three weeks in advance of arrival or function date.
All checks are to be mailed to:
Ashford TRS Lessee II, LLC.
dba Palm Beach Embassy Suites
PO Box 205509
Dallas TX 75320
- c. Company or Personal Check – Must be received three weeks in advance of arrival or function date.
All checks are to be mailed to:
Ashford TRS Lessee II, LLC.
dba Palm Beach Embassy Suites
PO Box 205509 Dallas TX 75320

Client Initial: NR

- d. Bank Wire Transfer – Must be received in the hotel’s account five business days in advance of arrival or function date. It is recommended the guest/client initiates the transfer at least seven business days prior to arrival or function date. Verification of receipt of funds must be confirmed by the Hotel Controller / Accounting Manager or General Manager.
- e. Credit Card Payment – The credit card must be authorized and settled at least five business days in advance of the function. If the client is unable to present the credit card in person, a Credit Card Billing Authorization form may be submitted (Exhibit #1). The hotel reserves the right to preauthorize the provided credit card up to 15 days prior to arrival.

CUT OFF DATE

All guest room accommodations will be held until 30 days prior to your meeting date, **June 07, 2019**. On June 07, 2019, the “Cut off date”, all unreserved rooms will be released for sale to the general public. Any reservation requests received after the “Cut off Date” including modifications, name changes and additions for the group will be accepted on a space and rate available basis. Release of rooms for general sale following the “Cut off Date” does not affect Association of Florida Colleges’s obligation as discussed in this agreement to utilize guest rooms.

CHECK-IN/CHECK-OUT

Check-in time is 3:00PM. While the Hotel will make every reasonable effort to accommodate guests who arrive before the check-in time, guest rooms may not be immediately available. Baggage storage will be available for a small handling fee. Check-out time is 12:00PM. Late check-out requests will be reviewed based on hotel demand. A late departure fee of \$75 per room will apply.

FUNCTION SPACE

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
7/11/2019	6:00 PM	7:00 PM	Reception	Verdea Dining Room	Rounds of (10)	70	

FUNCTION SPACE

Based on the preliminary requirements indicated by Association of Florida Colleges, Hotel has reserved function space outlined on the attached Function Agenda. **A tentative program must be provided to the Hotel by (120) days prior to the group arrival date of 2019-07-07 00:00:00, and a definite program (30) days prior to arrival date.** If tentative program is not received by due date, space will be held based on the preliminary program. Any changes in the agenda, (i.e., number of people, time function space, etc.), should be given to Hotel as soon as such changes are known. Any on-site room set-up changes will result in additional labor or other charges, based on the changes requested.

Client Initial: MB

FUNCTION SPACE/GENERAL

Prior to the submission of the Final Schedule of Events, the Hotel retains the right to reassign any meeting rooms or function space to accommodate all of the Hotel's business needs.

ROOMS ATTRITION


Hotel is relying on Association of Florida Colleges to use 267 Total Room Nights. Association of Florida Colleges agrees that a loss will be incurred by Hotel should there be a reduction greater than 20% in Total Room Nights used. Should the room nights actually used by Association of Florida Colleges be less than 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 rate plus any applicable taxes.

CANCELLATION

Association of Florida Colleges agrees to provide Hotel with written notice of any decision to cancel agreement within five (5) days of such decision. Association of Florida Colleges agrees that cancellation of this commitment would constitute a breach of Association of Florida Colleges's obligation to the Hotel and the Hotel would be harmed. It is further agreed that it would difficult to determine Hotel's actual harm and the chart below reasonably estimates the Hotel's harm for a cancellation. [The sliding scale on the chart reduces damages for early cancellation and reasonably estimates the Hotel's liability to lessen its harm by reselling Association of Florida Colleges's space and functions.] Association of Florida Colleges agrees to pay Hotel, within thirty (30) days after any Cancellation, as liquidated damages and not as a penalty, the amount listed in the Chart below.

Date of Decision to Cancel	Amount of Liquidated Damages Due
From 0-30 days prior to July 07, 2019	= Full payment of guest rooms, room rental & estimated banquet charges
From 30-60 days prior to July 07, 2019	= 90% of guest rooms, room rental & estimated banquet charges
From 61-90 days prior to July 07, 2019	= 80% of guest rooms, room rental & estimated banquet charges
From 91-180 days prior to July 07, 2019	= 70% of guest rooms, room rental & estimated banquet charges
More than 180 days prior to 2019-07-07 00:00:00	= 65% of guest rooms, room rental & estimated banquet charges

Once this Agreement is accepted and signed, there shall be no right of termination for the sole purpose of holding the same meeting or a smaller version in another facility. If Association of Florida Colleges schedules the program contemplated by this agreement within the same geographic region as the Hotel, Association of Florida Colleges shall be liable for the maximum amount indicated on the above chart.

Client Initial: MS 

Provided that Association of Florida Colleges notifies the Hotel of the cancellation in a timely manner, and pays the liquidated damages in a timely manner, Hotel agrees not to seek additional damages from Association of Florida Colleges.

IMPOSSIBILITY

The performance of this Agreement is subject to any circumstance making it illegal or impossible to provide or use the Hotel facilities, including acts of God, war, government regulations, disaster, strikes, civil disaster, or curtailment of transportation facilities. The Agreement may be terminated only for any one of the above reasons by written notice from either Hotel or Association of Florida Colleges to the other within ten (10) days of learning the basis for termination.

COMPLIANCE WITH LAW

This agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, and the like. Hotel and Association of Florida Colleges agree to cooperate with each other to ensure compliance with such laws.

CHANGES, ADDITIONS, STIPULATIONS, OR DELETIONS

Any changes, additions, stipulations, or deletions, including corrective lining out by either Hotel or Association of Florida Colleges, will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

GOVERNING LAW/LITIGATION EXPENSES

This agreement shall be governed by and interpreted under the laws of the state wherein the hotel is located, and exclusive jurisdiction and venue for any legal proceeding shall be the county and city wherein the hotel is situated. The parties agree that, in the event that litigation relating to this Agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorneys' fees.

AMERICAN DISABILITIES ACT COMPLIANCE (ADA)

The Hotel has made reasonable modifications in its practices, policies, and procedures as required under the American with Disabilities Act of 1990 (ADA). Further, the Hotel has made or has developed and implemented a plan to make ADA required alterations and elimination of architectural and communication barriers, where readily achievable.

INDEMNIFICATION

Each party to this Agreement shall indemnify, defend, and hold harmless the other party and its officers, directors, agents, and employees from and against any and all demands, claims, damages to person or property, losses and liabilities, including reasonable attorneys' fees (collectively, "Claims"), arising solely out of or solely caused by the indemnifying party's negligence or willful misconduct in connection with the provision and use of Hotel as contemplated by this Agreement. This paragraph shall not waive any statutory limitations of liability available to either party, including innkeepers' limitation of liability laws, nor shall it waive any defense either party may have with respect to any Claim.

Client Initial: MB

MB

DECISION DATE

The arrangements outlined in this agreement will be held <on a first option basis> until February 22, 2018, the Decision Date, by which date the Hotel must receive a signed copy of this agreement. However, should another organization request these dates and be in a position to confirm immediately, Association of Florida Colleges will be advised and given 48 hrs to confirm on a definite basis. Should the Hotel not receive a signed copy of this agreement by the date set forth, the Hotel reserves the right to release all space for resale.

AGREEMENT SIGNATURES

This agreement shall become effective as of the date it is fully executed by both parties, provided that such execution occurs before **February 22, 2018**. Until that effective date, no space or guest room arrangements described herein are binding on the Hotel. This agreement shall not be assigned. After this agreement has been properly executed by an authorized representative of the Association of Florida Colleges, this agreement shall be returned to the Hotel by the decision date for acceptance and execution by an authorized representative of the hotel.

Accepted and Authorized by:

Association of Florida Colleges

Michael Brown

Name

CEO

Title

2/26/19

Date

NB

Signature

Accepted and Authorized by:

Embassy Suites Palm Beach Gardens

Klara Goldstein

Klara Goldstein

Sales Manager

2/26/19

Date

K Goldstein

Signature

Kimberly Stant

Director of Sales Signature

[Signature]

General Manager Signature

Client Initial NB

