

SALES CONTRACT

Dated: February 28, 2019

Between

Company Name:	Association of Flo	rida Colleges	Villas of Grand Cypress			
Contact:	Mr. Michael Brawer		Sales Contact:	Kimberly Rice		
Phone:	850-222-3222		Phone:	407-239-1982		
Fax:			Fax:	407-239-1953		
Email:	mbrawer@myafchome.org		Email:	krice@grandcypress.com		
Address:	113 East College Avenue 1775 Mahun Dr. Tallahassee, FL 32301 3 2 3 0 8			One North Jacaranda		
City/State/Zip:	Tallahassee, FL 32	32308		Orlando, FL 32836		
Meeting Name:	Association of Florida Colleges Joint Meeting					
ARRIVAL:	Tuesday, June 4, 2019		DEPARTURE	Saturday, June 8, 2019		
Date:	6/4/19	6/5/19	6/6/19	6/7/19	6/8/19	
Day:	Tuesday	Wednesday	Thursday	Friday	Saturday	
Club Suite:	2	28	48	5	c/o	
1 Bedroom Villa:						
2 Bedroom Villa:		1	1	c/o		
3 Bedroom Villa:						
4 Bedroom Villa:						
Total Rooms	2	30	50	5	c/o	
Total Attendance:	80 Total Roo	om Nights: 87	Total Est Room On	எழுக: \$11,259.00		

We have agreed to a rate of:

\$139.00 Per Club Suite

\$239.00 Per One Bedroom Villa

\$278.00 Per Two Bedroom Villa

\$417.00 Per Three Bedroom Villa

\$556.00 Per Four Bedroom Villa

Rates are based on European Plan and subject to current state and local room tax at the time of the conference date, currently 12.5% tax.

Initial: Date: 3/1/19

Gemstone

Villas Sales Mgr Initial: Date: 3/119

^{*} A minimum of 10 rooms on peak night required to qualify for the above group rates.

ROOM BLOCK AND RATES

Important Notice of Compliance On / Before Due Dates

We, ("Villas of Grand Cypress") agree to hold the villas / rooms space listed above on a tentative basis until March 12, 2019 for Association of Florida Colleges ("Group"). If a fully executed contract is not received by this date, we will release the space for sale to the general public.

If another group requests a contract over the same dates, prior to receiving your signed contract, we will call you and extend a twenty-four (24) hour period to submit a signed contract or the space will be released for the other group.

The above rates quoted by the Villas shall be commissionable to Doug Ryan Consulting, as agent of record for the Group. Commissions shall be paid at the rate of 10 percent of the room rate for all rooms actually used and paid for over the meeting dates. Commission is not paid on fees and taxes. Such commissions shall be paid no more than thirty (30) days after the payment in full of the Master Account.

CONCESSIONS

- (1) Complimentary Two Bedroom Villa for Executive Director of Association
- (12) VIP amenities of hotel's choice
- (1) Complimentary room for meeting planner one day prior through one day following event
- Waived Resort Fee
- Self-parking included in rate
- Meeting Space & Guest Room internet included in the rate
- Discounted Golf Rate of \$80.00+ per person, per 18 holes of golf
- No deposit with approved direct bill application
- Two-night hotel stay in a Club Suite provided as a door prize for the association's Annual Conference

SERVICE CHARGES

Resort Fee (Waived for this program): Amenities included in the Resort Fee are the availability of high speed wireless internet services in all the sleeping rooms, use of the Academy of Golf driving range and three regulation golf holes, the 9hole Pitch 'n Putt course, free parking on entire Villas of Grand Cypress Golf Resort, internal Resort shuttle service, use of the health club, access to the tennis/racquet courts, bicycles and boats, morning newspaper delivery, in-room coffee, local telephone calls, 800# telephone calls and premium cable channels (i.e. HBO, etc.). Also, scheduled shuttle transportation to Walt Disney World, SeaWorld and Universal Studios.

Drayage: The Villas of Grand Cypress will receive and store up to five boxes (weighing no more than 40 pounds each) for your group at no charge. Additional boxes up to 40 pounds will be charged at \$5.00 per box. Boxes over 40 pounds will be charged at \$10.00 per box. Pallets will be charged at \$75.00 each. Boxes must be clearly marked with name of group and arrival date.

Banquet Event Order Tax & Service Charge: All food & beverage prices on banquet event orders are subject to a taxable service charge and state sales tax (service charge presently at 25% and state sales tax at 6.5%, but subject to change).

RESERVATIONS AND ADVANCE PAYMENT

We understand that reservations will be made on an individual basis. Reservations must be made by calling 1-800-835-7377 thirty (30) days prior to arrival or by Monday, May 6, 2019. After this date, we will release the unsold portion of your room block commitment for general sale. Reservations received after the cut-off date will be subject to availability at the Initial: 10 Date: 3/1/19

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prevailing hotel rates. Any rooms sold outside of your room block, including rooms released hereunder, shall not, except to guests who specify they are part of your Group, be credited against your room block until all Villa rooms outside of your block are sold.

We realize that some of your guests may want to arrive prior to or remain past the dates of your meeting. So long as reservations were received by the cutoff date, we will be pleased to extend the Group rate for three days before and after the above conference and will acknowledge these requests on a space available basis.

As individuals in your Group will be making their own reservations, we will require a deposit from each individual of one night's room revenue at the time of reservation, via credit card or check to guarantee their guest rooms.

ATTRITION

Both parties agree that this agreement is based, in part, on the Group's commitment to utilize the contracted number of guest rooms each night. Understanding that changes may occur, we extend the following attrition option to the Group:

- Between contract signing and thirty-one (31) days from the date of arrival, 15% of the contracted per night room block may be released without penalty.
- Within thirty (30) days prior to arrival the Group will be responsible for payment of all unused rooms that are remaining in the revised room block (if Group has exercised the option above). This will be posted to your Master Account.

Any rooms sold outside of your room block, including rooms released hereunder, shall not, except to guests who specify they are part of your Group, be credited against your room block until all Villa rooms outside of your block are sold.

Rooms vacated prior to the scheduled departure date will require a full room rate assessment to the Master Account or the Individual Folio for the period from arrival through the original departure date. Requests to reduce the contracted room block must be made in writing.

Before signing this agreement, please be sure that the rooms outlined on page one of this contract will be utilized. If you believe an adjustment is necessary to your room commitment, please do so before signing this agreement.

DATE CHANGES

Any requests for date changes must be in writing. There shall be no changes in the date for the Group's meeting without the prior written consent of Villas, which consent may be given or withheld by Villas in its sole and absolute discretion and which consent may be conditioned on the payment of cancellation fees pursuant to the cancellation provisions of this Agreement.

CHECK-IN/CHECK-OUT TIMES

Guest check-in time is 4:00 p.m. or later, and our check-out time is 12:00 noon or earlier. Guest rooms occupied past 12:00 noon will incur a late charge. Please be assured that the Villas will make every effort to accommodate guests who arrive prior to 4:00 p.m. However, we cannot guarantee early arrival or late checkout. Our Bell Captain will arrange to hold luggage for those guests attending functions on their day of departure, in order to avoid any late charges.

CONFERENCE AGENDA

The following is an agenda outlining our understanding of your program. Please review it for accuracy. Revisions or additions to this agenda are subject to availability and additional function or meeting space may be subject to a room rental charge. Please inform your Villa Sales Manager and / or Conference Services Manager as soon as possible in order to make the appropriate adjustments.

make the appropriate adjustments. Initial: Date: 3/1/19

Villas Sales Mgr Initial: Date: 3/1/5

Dist(c	Start Time	End Time	Function	Agj
Tuesday, 6/4/2019	8:00 AM	11:59 PM	Office – 24-hour hold	8
Wednesday, 6/5/2019	8:00 AM	11:59 PM	Office – 24-hour hold	8
	9:30 AM	11:45 AM	FACU Registration	2
	10:30 AM	11:30 AM	FACU Board of Directors Meeting	15
	11:45 AM	1:30 PM	FACU Lunch Buffet	80
	1:45 PM	5:00 PM	General Session	80
	4:00 PM	6:00 PM	COP Steering Committee Meeting	12
	6:00 PM	7:00 PM	FACU Cocktail Reception	80
	7:00 PM	9:30 PM	FACU Dinner Buffet	80
	7:00 PM	11:59 PM	COP Room Setup – 24-hour hold	35
Thursday, 6/6/2019	6:30 AM	11:59 PM	Office – 24-hour hold	8
	7:00 AM	4:00 PM	COP Registration	2
	7:30 AM	8:30 AM	COP Breakfast Buffet	65
	8:30 AM	10:15 AM	AFC Legislative Committee Meeting	15
	8:30 AM	3:30 PM	COP General Session – 24-hour hold	80
	12:15 PM	1:30 PM	COP Lunch Buffet	80
	4:00 PM	6:00 PM	Tour of Distillery – Off Property	80
	6:30 PM	7:30 PM	COP Cocktail Reception	80
	7:00 PM	9:30 PM	COP Dinner Buffet	80
Friday, 6/7/2019	7:30 AM	8:00 AM	COP Breakfast Buffet	80
	8:00 AM	12:00 PM	Office	8
	8:30 AM	11:30 AM	COP General Session	80

If you are holding any function or meeting space we require a tentative agenda 90 days prior to your arrival date, and a confirmed agenda 30 days prior to your arrival date. This is to ensure that the proper space is held for your Group, and without an agenda we can't guarantee holding all meeting room space. All space held definite and unused will be subject to a room rental charge.

A failure to submit a finalized agenda by the date required by the terms of this contract may result in a release of the meeting space being held by the Group. The Group agrees to promptly notify the Villas of any changes in its function or meeting space requirements. If additional time is required, a new due date must be mutually agreed upon by both parties. All space released will be made available for general sale.

Initial: 1 Date: 3/1/19

Villas Sales Mgr Initial: Dale: 31115

FOOD & BEVERAGE MINIMUM

Based on the approximate number of attendees and schedule set forth above, a food & beverage minimum of US \$5,000.00 plus taxable service charge and state sales tax (service charge presently at 25% and state sales tax at 6.5%, but subject to change) will apply. This minimum does not include restaurant charges, room rental, service charge, taxes, labor charges, audiovisual or any other miscellaneous charges incurred.

In the event the minimum set forth above is not reached, the Group shall pay the Hotel the difference between the amount actually spent and the minimum set forth above. This amount shall be added to and be payable as part of the Group's Master Account.

MEETING ROOM RENTAL

Based on the Food & Beverage Minimum set forth above, the room rental has been waived..

Function space is assigned by the Resort according to the expected number of attendees. The Resort reserves the right to change the event space to a more suitable room (at the Resort's discretion) for the attendance, with notification, if attendance drops or increases.

TRANSPORTATION

Internal:

Complimentary transportation is available to your guests within Grand Cypress Resort by our courtesy

shuttle.

External:

Transportation to and from any site venue and / or the Orlando International Airport with Meet and Greet Service may be arranged through Skyline Destination Management. This service is provided for the guests of the Villas of Grand Cypress and offers Town Cars, Limousines, Vans and Buses. Their direct line is (407) 239-2520. Fax: (407) 239-4242. Email: VIP@STLDMC.com or on the internet: www.STLVIP.com.

GOLF

Golf fees for your Group for the period of June 4, 2019 through June 8, 2019 are as follows:

\$80.00 (plus state tax, presently at 6.5%, but subject to change) per person per day includes 18 holes of golf, shared golf cart, unlimited practice balls prior to play, locker facilities and club storage.

Tournament set up fee for planned golf functions: There will be a charge of US \$7.00 plus state tax (presently at 6.5%, but subject to change), per person per day. This charge includes pairing and club set-up on carts, spike change-out to soft spikes (if necessary), tournament scorecards, cart name tags, tournament rules and administration, proximity markers, scoring of tournament, assistance with prize suggestions, selection and procurement, awards presentation and club cleaning.

MERCHANDISE

Grand Cypress does not allow any merchandise to be brought on property to be distributed during your event without prior approval. If prior approval is granted by Grand Cypress, an access fee will be charged to your group.

Our professional retail staff can provide you with several merchandise options for your event. With proper advance notice we are able to work with our vendors on custom orders.

Initial: 1 Date: 3/1/19

Villas Sales Mgr Initial: PM Date: 3///19

AGENTS

When a meeting is handled through a travel agency, hotel representation company or an incentive company ("Agent"), the Villas require that an authorized representative from the organization responsible for payment sign the contract. The Villas suggest that the Agent and the meeting planner read the contract carefully and that the Group's executive or the meeting planner and not the Agent sign it. If, however, the Agent insists on signing the contract, then in order to evidence Agent's authority, Agent shall cause Group to execute a Joinder and Consent to the contract in the form attached hereto as Schedule "A" to confirm that the Agent has complete authority to represent the Group in the matter of placing room reservations and making arrangements for Group functions over the dates of this event, and the Group shall be responsible for the performance of all provisions of this contract, including payment, as outlined herein and accepted.

MASTER ACCOUNT BILLING

In the event the Group wishes to set up direct billing for the Master Account, we will forward a credit application upon final acceptance of the contract. The credit application must be completed and returned within 30 days of the signing of the contract, before the direct billing can be established. Upon approval of credit history, a Master Account will be opened for the purpose of posting approved charges incurred over your official meeting dates. Individuals shall be responsible for any charges incurred by them, which are not authorized to be billed to the Master Account.

As this program is being handled by an Agent and in order to establish a Master Account, the Villas will require a written authorization from the Group indicating that the Group is responsible for charges billed to the Master Account occurring as a result of this program. A credit application from the Group may also be required before a Master Account is established.

PAYMENT

Upon departure, or at intervals during the Group's stay as mutually agreed upon, a meeting will be set up with a representative from Villas Accounting office to review Master Account charges posted to date (if your Master Account Billing has been authorized in advance). Payment is due upon receipt of a final statement.

In the event payment is not made within 30 days after receipt of your original statement, the Villas will charge, and Group agrees to pay, a Late Payment charge at the rate of 1 ½% per month (annual rate 18%), or the maximum allowed by law on the unpaid balance and the reasonable cost of collection including attorney's fees. It is understood that the undisputed portion of the Master Account will be paid within this 30-day period.

TERMINATION CLAUSE

Both parties agree that either party may terminate their obligations to perform or excuse their performance, without liability, if substantial performance on either side is prevented or made impossible due to actions of a third party such as strikes, work stoppage, curtailment of transportation services or government regulations affecting the industry, or an event beyond the reasonable control of the other party, such as Acts of God from natural disasters such as, fires, hurricanes, tornadoes or earthquakes or Acts of Terrorism, or declared Acts of Wars, making it illegal or otherwise impossible to provide the facilities or the services to hold the meeting.

CANCELLATION

The Group acknowledges that, subsequent to signing this contract, the Villas will protect Group's room block and other interests and may have to decline business from other groups who might want to book the same time period, and that

Villas Sales Mgr Initial: XXX Dale: 311/19

damages suffered by the Villas upon cancellation of this contract by the Group are difficult and impractical to ascertain. Accordingly, cancellation of the meeting is subject to the liquidated damages schedule as set forth below:

- Cancellation from contract signing to one (1) month prior to arrival: 100% room revenue on total room block, plus 50% of all revenue estimated for food and beverage functions and 50% of estimated golf revenue (\$13,759.00).
- ◆ Cancellation within (1) month prior to arrival: 100% room revenue on total room block, 100% of all revenue estimated for food & beverage functions, and 100% of estimated golf revenue (\$16,259.00). All revenues will be based on contracted amounts.

Any liquidated damages calculated in accordance with the above schedule are due upon cancellation.

In addition to the foregoing, we may terminate this Agreement at any time upon written notice to you prior to your scheduled arrival date for the following reasons: (i) your failure to make any payment to us when due; (ii) your failure to comply with any other material term of this Agreement; (iii) your false representation in any credit application submitted to us, (iv) your assignment for the benefit of creditors or the commencement of any receivership or bankruptcy proceeding by or against you or (v) your proposed activities at the hotel, in our reasonable opinion, expose us, or our owner, to serious possible loss of good will or reputation. In the event we terminate this Agreement for any of the above reasons, you will pay to us as liquidated damages the applicable amount set forth in the table above. The parties agree that the foregoing amounts are a fair and reasonable estimate of damages resulting from termination of this Agreement (by either party) and that such amounts do not constitute a penalty.

INSURANCE

The Villas and Group each agrees to carry adequate personal property, liability and other insurance protecting itself against any claims arising from any activities conducted in the Villas during the meeting. Upon request, Group shall provide a certificate evidencing such insurance to the Villas. The Villas shall not be responsible for the security of exhibits, presentation materials or other personal property of Group or its exhibitors, unless the Villas has otherwise agreed to accept such responsibility in writing. Group acknowledges that the Villas do not maintain insurance coverage covering such exhibits, materials or personal property.

INDEMNITY AGREEMENT

The Villas and Group shall indemnify, defend and hold harmless the other party from and against, and shall reimburse the other party for, all claims, actions or causes of action, liabilities, costs and expenses, including reasonable attorney's fees and costs, arising out of or resulting from the negligence, the gross negligence or intentional misconduct of Villas or Group or their respective agents, employees or members.

ENFORCEMENT OF THIS CONTRACT

This contract shall be effective between Association of Florida Colleges and the Villas of Grand Cypress when signed by each on the space provided below. It shall be construed under the laws of the State of Florida, and in the event of litigation the parties agree that all litigation shall take place in the Circuit Court of Orange County, Florida. In the event of litigation, the prevailing party in such litigation shall be entitled to recover its attorney's fees, paralegal fees and court costs, including those incurred on appeal and in connection with any bankruptcy proceedings.

Initial: Date: 3/1/19

Villas Sales Mgr Initial: _____ Dale: 3/1/19

BINDING AGREEMENT

All prior agreements, verbal or written, are no longer effective once the parties sign this Agreement.

AUTHORIZED SIGNATURE OF GROUP	ACCEPTANCE BY GRAND CYPRESS
Company Name: Association of Florida Colleges	d/b/a/ VILLAS OF GRAND CYPRESS
Signature:	Signature: (As Authorized Agent for the Villas of Grand Cypress)
Name: Mr. Michael Brawer	Name: Kimberly Rice
Title: Executive Director	Title: National Sales Manager
Date: 3/1/19	Date: 31,1,9
, , ,	Signature: Spauls Name: Jean Spauling
	Title: Director of Sales & Marketing
	Date:

TO CONFIRM THIS CONTRACT, PLEASE SIGN ON THE SIGNATURE LINE IN THE BOX ABOVE.

Initial: 13 Date: 3/1/19

Villas Sales Mgr Initial: APC Dale: 31/19

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ADDENDUM TO CONTRACT

between

THE ASSOCIATION OF FLORIDA COLLEGES, Inc. (The Association) and Villas of Grand Cypress June 2019

Notwithstanding other provisions in this agreement and addendums, it is agreed that:

1.Act of Government Affecting Attrition

The total number of room nights specified in this agreement is based on pick up history for this event, and is the Association's best estimate of total room nights at the signing of the agreement. The hotel agrees that in the event the Florida Legislature fails to adequately appropriate publicly supported Florida colleges to reasonably support Association members' attendance and travel costs to meet the specified room block, the Association reserves the right to revise the number of room nights specified in this contract within fifteen (15) days of the enactment of the annual state Appropriations Bill by the Florida Legislature. The Association may also reduce room nights as a result of any appropriations reduction during a special Legislative session or executive order of the Governor, within seven (7) days of such action. Should the estimated number of room nights be reduced under the provisions of this clause by more than 25%, the Hotel has the option of accepting the reduced room block or canceling this agreement within thirty (30) days of notification of said reduction without penalty to either party.

2. Public Accommodation

The Hotel represents and warrants it is in compliance to the extent applicable with the provisions of Title III of the Americans with Disabilities Act. Hotel facilities, including, but not limited to, meeting space, restrooms, dining areas, other common areas, and sufficient guest rooms, shall be reasonably accessible and usable by persons with disabilities.

3. Tax Exempt Certificates

The Hotel agrees to accept authorized tax exempt certificates/cards if presented at check-in by authorized college employees. In addition, the Hotel also agrees to accept authorized college purchase orders for individual room reservations and guarantee.

4.Uncontrollable Acts

The performance of this Agreement by either party is subject to uncontrollable circumstances. Such circumstances include but are not limited to acts of nature, war, public disorder, impairment of transportation access, acts of government, the Legislature, and agencies which regulate and/or fund Florida's publicly funded colleges, that make it inadvisable, illegal, or impossible to provide the facilities or hold the event/meeting. Both parties agree that this agreement may be terminated for any one or more of such reasons without penalty by written notice from one party to the other.

5.Audio Visual

The Hotel understands that a majority of the Association's audio/visual needs will be provided by the host colleges for the meeting and that there will be no fees or charges due the Hotel or any other entity as a result of the use of Association or host college audio/visual equipment.

6.Hold Harmless

To the extent permitted by law, the Hotel agrees to protect, indemnify, defend and hold harmless the Association, its employees, volunteers, attendees, and representatives against all claims, losses or

damages to persons, property or entities, governmental charges or fines, and costs including attorney fees, arising out of the activities, actions, inactions, negligence or acts of the Hotel and/or its owners, operators, employees, and officers except those claims arising out of the sole negligence or willful misconduct of the Association. The Hotel agrees to reimburse the Association all reasonable costs and legal fees incurred by the Association for such defense and said reimbursement shall be made to the Association in a timely manner as such fees are incurred by the Association.

7.Room Block credit

The Hotel agrees to credit to the Association's room block all individual room nights used by persons attending all or some of the meetings related to this event during the period of times covered by this agreement regardless of the rate paid. In addition, to the extent possible, the Hotel agrees to not sell a room during the dates covered by this agreement for a price lower than the group rates specified in this contract.

8.Discrepancies

If there is a discrepancy between the hotel's reported room-night pickup figures and the figures believed to be accurate by the Group, the Group will furnish the hotel with a list of attendees to be compared with the hotel's list of in-house guests over the Group's dates. All rooms determined to be occupied by the Group's attendees shall be credited to the Group's room block for pickup purposes. Credit shall also be given for guests relocated to another hotel due to hotel overbooking and for guaranteed no-shows with forfeited deposits or credit card debits.

9. Meeting Space and Agenda changes

The Hotel agrees that all meeting rooms will be provided on a complimentary basis unless otherwise stipulated in this agreement, and that each meeting room will include at least one 110 volt 20 amp circuit per room or ballroom section and that the access and use of the available electrical circuits will be without charge to the Association. The Hotel also understands and agrees that the agenda included in this agreement is based on the historical agenda for this meeting for planning and estimating purposes only and that substantial changes may be made to that agenda, including the number of catered food and beverage functions. As a result, nothing in the Agenda attached to this agreement obligates the Association in any way; however, the Association agrees that all major food and beverage functions sponsored and paid for by the Association as part of this meeting will be held on Hotel property. The Association also agrees to provide the Hotel a relatively final agenda no later than 30 days prior to meeting, and will release unneeded meeting rooms to the Hotel at that time. The Association also agrees that should anticipated attendance significantly decrease, the Hotel and the Association will negotiate suitable alternate arrangements for meeting space and function rooms. The Hotel shall not re-assign the Association's event meeting space without written agreement,

10.Food costs

Because attendees at this convention are public college employees on limited budgets, the Hotel agrees to provide custom menus, when requested by the Association, for any food function. The Hotel also agrees to pricing for breakfasts not to exceed \$22, luncheons \$34, and dinner banquets \$58. All prices shall be inclusive of service charges and taxes. Prices for other food and beverages served at other functions will not exceed the banquet menu prices in effect at the Hotel on the date of this contract.

11. Master Account charges

The Hotel understands that no charges of any kind can be made to the Association's Master Account without the prior written authorization of the Association's CEO or his designee(s).

12. Renovations/Construction

If Hotel renovations or construction affects the guest room comfort or event space, causing a negative conference going experience as determined by the Association or contracted meeting planner, the Hotel will inform the Association of such work six months prior to the Associations contracted event. At which time, the Association will inform the Hotel whether it intends on moving forward with the contracted event or will seek a mutually agreeable date to the reschedule.

13. Addendum

This addendum is made a part of the original contract. Should any part of this addendum conflict with any part of the original agreement, the addendum prevails.

Accepted by:

For the Hotel

VILLAS OF GRAND CYPNESS

Hotel Representative Kinberry Rice Date 3/1/2019

For the Association

Michael P. Brawer, Chief Executive Officer

Date 3/1/2019