

Agreement between Four Points by Sheraton Tallahassee Downtown and Association of Florida Colleges

Customer

Association of Florida Colleges
Michael Brawer
Doug Ryan

Phone: 850-567-3212
Fax :
Email : dougryan@thefcsaa.com

Property

Four Points by Sheraton Tallahassee Downtown
Beth Rodan

316 W Tennessee St
Tallahassee, FL, 32301
United States
Phone:
Fax : 850-422-0067
Email : Beth.rodan@fourpointstallahasseedowntown.com

RE: Association of Florida Colleges Trustees

Contract Date: July 22, 2019

This Agreement between Association of Florida Colleges ("Customer") and Four Points by Sheraton Tallahassee Downtown ("Hotel") is effective as of the date it is signed by Hotel ("Agreement Date").

Event Dates: January 14, 2020 to January 17, 2020

Guest Rooms: This Agreement applies to the following block of guest rooms (the "Room Block").

	Tues, Jan 14, 2020	Wed, Jan 15, 2020	Thurs, Jan 16, 2020	Total
Traditional Double Double (DBDB)	35	50	15	100
Traditional King (KING)	10	25	10	45
Attendees Room Block Total	45	75	25	145

Total Guest Room Night Commitment: Customer's total guest room night commitment is 145.

Cut-off Date: The "cut-off date" for reserving rooms in the Room Block is 5:00 p.m. local time at Hotel on **December 24, 2019**. After the cut-off date, it is at Hotel's discretion whether to accept additional reservations, which will be subject to prevailing rates and availability. Failure to reserve rooms in the Room Block prior to the cut-off date does not reduce Customer's total guest room night commitment and does not impact the "Attrition" or "Cancellation" provisions below.

Rates: Hotel will provide the confirmed guest room rates below for the Room Block (the "Rates")

Attendees Room Block

Rooms	Single Rate	Double Rate	Triple Rate	Quad Rate
Traditional Double Double (DBDB)	\$209.00	\$209.00	\$209.00	\$209.00
Traditional King (KING)	\$209.00	\$209.00	\$209.00	\$209.00

Rates do not include applicable state and local taxes, currently 12.5, or the following automatic or mandatory charges (e.g., resort charges): No automatic or mandatory charges are tips, gratuities, or services charges for employees, unless otherwise expressly stated.

Rooms are Commissionable by 7%

Check-in/Check-out: Check in time is 3:00PM and check out time is 12:00PM. Hotel will make every effort to accommodate requests, but cannot guarantee an early check in or late departure.

Concessions: Hotel will provide the following concessions included in your room block rate:

- Complimentary Internet in guest rooms
- Complimentary Internet in meeting space rooms
- Complimentary self-parking
- Complimentary bus parking – Customer MUST notify Hotel with an itinerary

MB

BR

Minimum Revenue: This Agreement will generate revenue for Hotel from a variety of sources, including guest rooms, food & beverage, and charges for ancillary services. The minimum revenue anticipated by Hotel under this Agreement (excluding taxes and other charges) is:

Minimum Guest Room Revenue (# of room nights in Room Block x average Rate):	\$ 30,305.00
Estimated Other Revenue:	\$ 0.00
Total Minimum Revenue:	\$ 30,305.00

If Customer does not fulfill all of its commitments or cancels this Agreement, Customer agrees that Hotel will suffer damages that will be difficult to determine. The "Attrition" and "Cancellation" provisions below provide for liquidated damages agreed upon by the parties as a reasonable estimate of Hotel's losses and do not constitute a penalty of any kind.

Attrition: Customer will meet its minimum revenue requirements under this Agreement if it fulfills its Minimum Food & Beverage Revenue commitment above and its Adjusted Minimum Guest Room Revenue commitment based on the attrition allowance below.

Adjusted Minimum Guest Room Revenue:	80% of \$30,305 = \$24,244.00 (116 room nights)
---	---

This attrition allowance does not apply if Customer cancels the Agreement or does not hold the event at Hotel. If Customer holds its event at Hotel, but does not fulfill its Adjusted Minimum Guest Room Revenue commitment it will pay Guest Room Attrition Damages (plus all applicable taxes) as a reasonable estimate of Hotel's losses as follows:

Guest Room Attrition Damages = Adjusted Minimum Guest Room Revenue minus actual guest room revenue from Room Block

Cancellation: If Customer cancels this Agreement, Customer will provide written notice to Hotel, accompanied (except in the case of a Force Majeure) by payment of the amounts indicated below:

Date Notified Prior to Arrival From Date of Agreement	Percentage of Estimated Revenue From Date of Agreement
365 Days	0% Penalty
364 Days - 180 Days	10% Penalty
179 Days - 90 Days	30% Penalty
89 Days - 30 Days	50% Penalty
29 Days - 0 Days	100% Penalty

The parties agree that the amounts included in this Cancellation clause are reasonable estimates of the losses that would be incurred by Hotel and factor in Hotel's ability to mitigate its losses through resale.

Cancellation by Individual Guest: If Guest needs to cancel an individual reservation, the cancellation is free of charge 48 hours prior to the date of arrival, after this time the Hotel will charge Guest 100% of the room rate.

Payment Options: Payment will be made as indicated below. *Please check applicable option.*

	Customer Pays	Guest Pays
Guest rooms (including taxes and automatic or mandatory charges):		
Incidental charges:		

Master Account: Hotel will set up a "Master Account" for Customer for payment of charges under this Agreement. Customer must review all charges billed to the Master Account to ensure accurate billing.

Payment: Unless direct billing has been established, Customer will pay the estimated amount of the Master Account as shown on the deposit schedule. Customer will advise Hotel of its expected method of payment of the Master Account at least 30 days in advance of arrival. If Customer will pay using a credit card honored by Hotel, a valid credit card must be provided to Hotel no later than 2 weeks prior to arrival and all Master Account charges will be charged to such credit card at departure. Any amounts not paid at departure will accrue interest at 1½% per month from the date of departure. Upon application and review by Hotel, Hotel may elect to extend direct billing privileges to Customer. If direct billing has been established, payment of all undisputed amounts is due within 30 days of Customer's receipt of invoice from Hotel, and if not paid within 30 days will accrue interest at 1½ % per month from date of departure. Customer must notify Hotel of any disputes within 5 business days of Customer's receipt of invoice from Hotel or disputes will be considered waived. If Hotel determines after establishing direct billing or a deposit schedule that Customer's credit status has changed negatively, Hotel may require payment of all estimated Master Account charges no later than 14 days before arrival date.

Relocation: If any guest room reservation cannot be accommodated by Hotel, Hotel will provide: (1) accommodations at a

comparable Hotel reasonably nearby at no charge for the first night; (2) one complimentary round trip ground transportation between Hotel and the alternate hotel for each day the guest is displaced; (3) one 5 minute phone call and necessary arrangements for forwarding of the displaced guest's telephone messages and mail; (4) an offer to relocate the displaced guest back to the first available guest room; (5) upgraded accommodations at Hotel upon return (if available) and a welcome expression from the General Manager; and (6) credit to Room Block for any nights that guests are displaced.

Promotional Considerations: We have the right to review and approve any advertisements or promotional materials in connection with your function which specifically reference the Four Points by Sheraton name or logo. Four Points by Sheraton does not offer or accept any terms or conditions which provide commissions, rebates, SPG points or other forms of compensation related to revenue for food, beverage, room or equipment rental.

Security: Hotel does not provide security in the event and function space and all personal property left in the event or function space is at the sole risk of the owner. Customer will advise its attendees that they are responsible for safekeeping of their personal property. Hotel may reasonably require Customer to retain security personnel in order to safeguard guests or property in Hotel. Security personnel are not authorized to carry firearms without advance Hotel approval.

Ancillary Services: Hotel may provide, or contract with third parties to provide, ancillary services (e.g., A/V, drayage, florists, exhibitors) to Customer for additional charges. Except with respect to certain services (e.g., rigging services), Customer may use its own vendors for such services provided that Customer's proposed vendors meet minimum standards established by Hotel, including insurance and indemnification requirements.

Construction: Hotel will promptly notify Customer of any construction or remodeling to be performed in Hotel over the Event Dates other than routine maintenance and Hotel will use all commercially reasonable efforts to ensure that any such occurrence will not materially interfere with Customer's use of Hotel. Should construction or remodeling be mutually determined by Customer and Hotel to materially interfere with Customer's event, Customer will have the right to terminate this Agreement without liability with written notice to Hotel as long as such notice is given within 30 days of Customer's receipt of notice of such construction or remodeling.

Impossibility: The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible for the Hotel to provide, or for groups in general to use, the Hotel facilities. The ability to terminate this Agreement without liability pursuant to 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 of such basis.

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, federal anti-terrorism laws and regulations, and the like. Hotel and Customer agree to cooperate with each other to ensure compliance with such laws.

Changes, Additions, Stipulations, or Lining Out: Any changes, additions, stipulations, or deletions, including corrective lining out by either Hotel or Customer, 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.

Compliance with Equal Opportunity Laws: This section does not apply to customers that are not part of the U.S. federal government. This section describes the Hotel's obligations as a federal contractor.

Hotel shall comply with all applicable laws, statutes, rules, ordinances, codes, orders and regulations of all federal, state, local and other governmental and regulatory authorities and of all insurance bodies applicable to the Hotel premises in performing its obligations under this Agreement.

Hotel (referred to as "contractor" in this section) shall comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act, as amended, which are administered by the United States Department of Labor ("DOL"), Office of Federal Contract Compliance Programs ("OFCCP"). The equal employment opportunity clauses of the implementing regulations, including but not limited to 41 C.F.R. §§ 60-1.4, 60-300.5(a), and 60-741.5(a), are hereby incorporated by reference, with all relevant rules, regulations and orders pertaining thereto. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity national origin, protected veteran status or disability.

Hotel also shall comply with Executive Order 13496 and with all relevant rules, regulations and orders pertaining thereto, to the extent applicable. The employee notice clause and all other provisions of 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference.

To the extent applicable, Hotel shall include the provisions of this section in every subcontract or purchase order so that such provisions shall be binding upon each contractor, subcontractor or vendor performing services or providing materials relating to this Agreement and the services provided pursuant to the terms hereof.

Customer Initials

MS

Hotel initials

BL

