



EMBASSY SUITES®

Orlando - Downtown

GROUP CONFIRMATION AGREEMENT

DATE ISSUED: July 11, 2024

Name: Donna Sirmons
Title: Manager of Modeling Program
Company Name: FLORIDA STATE BOARD OF ADMINISTR
Address: 1801 Hermitage Blvd, Suite 100
City, State, Zip: Tallahassee, FL 32308
Phone: +18504131349
Email: donna.sirmons@sbafla.com

Hotel Name: Embassy Suites Orlando-Downtown
Sales Manager: Geo Cuevas
Title: Director Of Sales & Marketing
Phone:
Fax: (407) 835-6856
Post As: 2025 Flood Standard Development
Event Dates: Monday, September 30 to Friday, October 4, 2024

We are pleased to offer the following accommodations for your event:

SLEEPING ROOMS AND RATES

Room Type	Monday, September 30, 2024	Tuesday, October 1, 2024	Wednesday, October 2, 2024	Thursday, October 3, 2024
Run of House/Single –Double Rooms	12	12	12	5
Rate – Single/Double	\$140.00	\$140.00	\$140.00	\$140

Hilton HHonors: HHonors Event Planner points will be awarded at the discretion of the hotel. The event planner will receive (1) HHonors point for each paid sleeping room and qualifying food and beverage item that is paid for by the HHonors Member. To receive HHonors Event Planner Points, you must include your HHonors number at the time the contract is received. HHonors Event Planner Points will not be awarded if it has not been agreed to in this agreement. Please sign below to agree to our HHonors Event Planner Program and include your HHonors Card Number:

HHonors # _____ Signature _____

Self-parking ** \$22.00 PER CAR PER DAY FOR DAY

TOTAL ROOM NIGHTS RESERVED: **41**

All rates are subject to state and local taxes, which is currently 12.5%. Should any government agency adjust these taxes or assess additional taxes to be in force and in effect during the term of this agreement, the same shall also be added to such rates. All rates are net, non-commissionable. An additional \$15.00 will be added to the above suite rates per adult, per suite above double occupancy. All accommodations 2 room suites including a full American cooked-to-order breakfast, a two-hour beverage reception nightly with **check in time at 4:00 PM and check out at 11 AM**. The Embassy Suites Orlando-Downtown is proud to be a certified "Green Lodging" hotel.

Reservations can be made by calling 800-809-9708 and asking for the 2024 Hurricane Standards Development OR using Reservation Link.

SCHEDULE OF EVENTS

Date	Time	Event Class	Room	Setup	AGR	Rental
Tue, 10/01/2024	8:00 AM - 5:00 PM	Meeting	Eola 1 & 2	U Shape	15	\$625.00 +
Wed, 10/02/2024	8:00 AM - 5:00 PM	Meeting	Eola 1 & 2	U Shape	15	\$625.00 +
Thu, 10/03/2024	8:00 AM - 5:00 PM	Meeting	Eola 1 & 2	U Shape	15	\$625.00 +

**** Does not include service charges, labor fees, federal, state or local taxes or any other fees outside of food and beverage product sales**

The terms and conditions of this agreement between you and the Hotel are intended to clarify and communicate the commitments between the two parties to assure the result of your event is to your expectation.

- 1. ASSIGNMENT/CONFIRMATION OF FUNCTION SPACE:** You agree to confirm with us the assigned function space before printing any materials listing specific meeting or function locations. The schedule of events listed above, indicates the space that is tentatively being held for FLORIDA STATE BOARD OF ADMINISTRATION and will be held on a definite basis upon signing of this contract by both parties. If for any reason the function space reserved is not available for your event, you agree that we may substitute space of appropriate size and comparable quality for your event. Please contact the Hotel at least one month before your event to review and confirm the details for your event, including menus, decorations, entertainment and beverage service. Upon review of your event requirements, Banquet Event Orders ("BEO") will be sent to you to confirm all final arrangements and prices. These BEO's must be signed and returned prior to the event and will serve as a part of this agreement.
- 2. GUARANTEE OF ANTICIPATED REVENUE:** At least 72 hours (three business days) before your event, you must inform us, in writing, of the exact number of people who will attend your event. If the event is held, but the Hotel does not realize the total revenue anticipated from your event, you agree to pay performance damages. The damages owed will be the amount necessary for the Hotel to receive no less than 80% of the total anticipated revenue from your event. . You will be charged based on the event guarantee that you give us or the anticipated revenue indicated at the time you signed this agreement, whichever is greater. We will not undertake to serve more than 3% more than this guaranteed minimum.

TERMS AND CONDITIONS

- 1. CREDIT CARD GUARANTEE:** Hotel requires a credit card to hold block of rooms. Your room block has been removed from the Hotel's General Inventory specifically for your group. To ensure that the group will pick up 90% of the block, the Hotel requires a Credit Card Authorization Form to Guarantee the block of rooms. Should you meet 90% of the group block, the credit card to guarantee will not be charged. However, if you fail to meet 90% of the guest room block, the card on file will be charged the difference.
- 2. ANTICIPATED REVENUE:** For your information and guidance, the following chart illustrates the total potential value of your Event. The Hotel has offered the negotiated sleeping room rates, meeting room inventory and other concessions in this Agreement based upon the total revenue contracted, as well as additional revenue from providing additional services to your Group and your attendees at additional charge. Any requests for additional sleeping rooms, meeting rooms, function space and/or Food and Beverage to be added after Agreement signing will be subject to availability, and agreed upon changes would be confirmed in a written amendment to this Agreement signed by both parties.

Summary of Revenue Anticipated by Hotel from this Agreement	
Total Anticipated Sleeping Room Revenue:	\$5,740.00
Total Anticipated Food and Beverage Revenue: <small>Total Anticipated Food and Beverage Revenue does not include gratuities, service charges, supplemental surcharges, applicable federal, state or local taxes or any other fees outside of food and beverage product sales.</small>	
Total Anticipated Meeting Room Rental Fees: <small>Any discounts on Meeting Room Rental Fees are based on Group's achievement of performance requirements.</small>	\$1,875.00
Estimated Ancillary Revenue: <small>Estimated Ancillary Revenue is the Hotel's historical average group room folio amount at the Hotel from the prior year period, multiplied by the Total Sleeping Room Nights Reserved by Group as indicated above. Estimated Ancillary Revenue is only used for purposes of calculating applicable cancellation damages owed by Group.</small>	
"Total Anticipated Revenue":	\$7,615.00

Taxes

In addition to the Total Anticipated Revenue for your Event as set forth herein, you agree to pay any and all applicable federal, state, municipal or other taxes, fees, or assessments imposed on or applicable to your Event. In the state in which Hotel is located, currently the sales tax rate is 6.5%, and the hotel occupancy tax rate is 6.0%. We will honor any available tax

exemptions for which you qualify, provided that you properly complete and timely provide all documentation required by the applicable jurisdiction to substantiate said exemption.

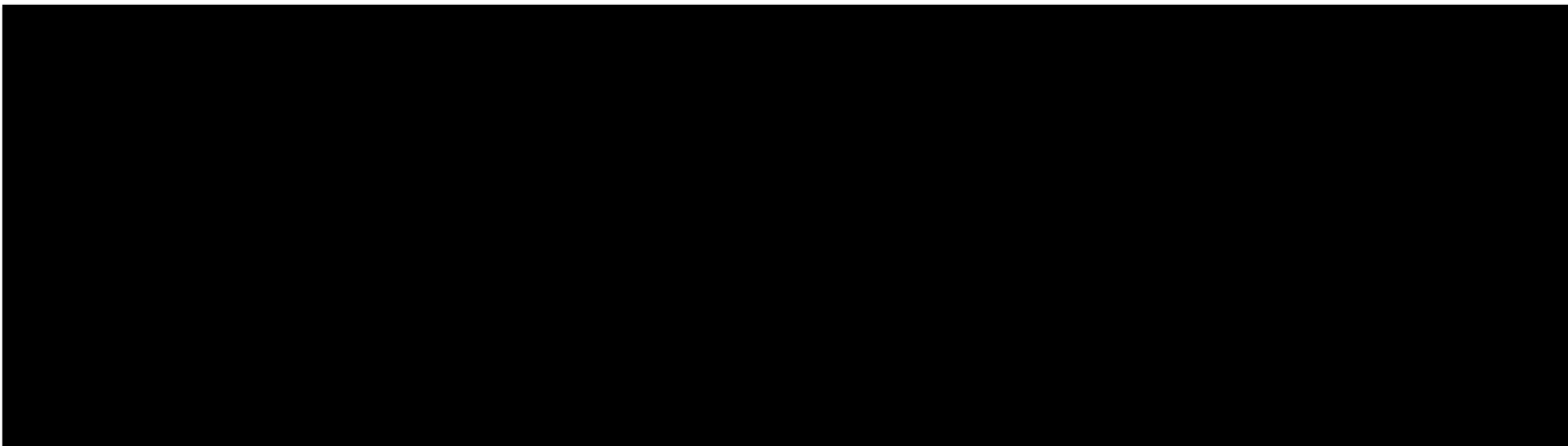
- 3. RESERVATIONS:** Reservations will be made by: no later than **Friday, August 30, 2024**. After that date, you agree that we may offer unused rooms held in your block to other customers to reduce our losses. Reservations requested by your attendees after this date will be accepted based upon room and rate availability. Room and tax will be ☐ paid by individuals or ☒ charged to group's account. Incidentals will be ☒ paid by individuals or ☐ charged to group's account.
- 4. BAGGAGE HANDLING:** YES ☐ or NO ☒ to be billed to the Master Account. All guest baggage should be tagged with the guest's name and group's name and company. Roundtrip portage is \$6.00 per person.
- 5. MAID GRATUITY:** YES ☐ or NO ☒ to be billed to the Master Account. Maid gratuity is \$1.00 per person per day.
- 6. INDIVIDUAL CANCELLATIONS:** Individual cancellations must be received no later than 4:00 p.m. on the day prior to scheduled arrival. Individual cancellations received after 4:00 p.m. on day prior to arrival will be subject to one night's room and tax penalty. Also, individual cancellations will be calculated into contracted attrition numbers. Individual cancellation policy is not transferable or applicable to room block cancellation clause.
- 7. NO SHOWS:** "No show" guests will be billed one night's room and tax in accordance with the guarantee given (i.e., deposit, individual credit card, company credit card, master account). Any remaining nights of a "no show" reservation will be cancelled.
- 8. EARLY DEPARTURES:** The scheduled departure date will be reconfirmed with each individual guest upon check in. Changes in departure date may be made up until this time without penalty. Early departures after this time will be billed one night's room and tax.
- 9. PAYMENT IN ADVANCE AND DEPOSITS:** We will require a signed credit card authorization form for the card being used for master account charges when you return the signed contract. Hotel requires a non-refundable deposit of all estimated charges in the amount of **\$1,000**, which the Hotel should receive **ONE (1) week after signing** in order to guarantee a hold on the Group's room block and /or meeting space. If Deposit is not received by the above date, Hotel will no longer be required to continue to hold the room block or meeting space requested by the Group. Additional Deposits shall be paid to the Hotel as follows

Transaction Type	Charge Type	Date	Amount
		Balance Due	\$TBD

DEPOSIT SCHEDULE		
	Due Date	Amount
Initial Deposit	No later than 7 Days days after receipt of a final signed Agreement from Hotel	\$1000.00
Final Deposit	09/23/2024	Balance Due

- 10. SHIPPING OF INBOUND MATERIALS:** Please be aware that the hotel will accept shipments of materials within two business days of a group's arrival date. Earlier shipments will be refused (without prior arrangements). Embassy Suites Orlando - Downtown will accept up to 5 packages per group. Each additional package will be charged a \$5.00 per package, per day storage fee. To ensure proper handling of your shipment, all boxes must be sent to the attention of an arriving guest (with their scheduled arrival date indicated) and the event or meeting for which they are attending indicated on the shipping label. Shipments that are not directed to an arriving guest will be refused (for security reasons) unless advance arrangements are made.
- 11. INDEMNIFICATION & INSURANCE:** To the extent permitted by law, you agree to protect, indemnify, defend and hold harmless the Hotel, Hilton, and the owner of the Hotel, and their respective employees and agents against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out of or connected with your function, except those claims arising out of the sole negligence or willful misconduct of the Hotel. Each party will carry insurance adequate to protect its own activities against claims arising out of activities conducted by it in Hotel facilities during your meeting
- 12. SECURITY:** We have no insurance for and are not responsible for any loss or damage to your property. If required, in our sole judgment, in order to maintain adequate security measures in light of the size and/or nature of your function, you 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 indoors at the hotel. Group agrees to comply with all applicable federal, state and local laws including health and safety codes and federal anti-terrorism laws and regulations. Group agrees to cooperate with Hotel and any relevant governmental authority to ensure compliance with such laws.

- 13. AUXILIARY AIDS:** The Hotel represents and you acknowledge that the Hotel facilities being rented for you including guest rooms, common areas and transportation services will be in compliance with our public accommodation requirements under the Americans With Disabilities Act. You agree that one week in advance you will furnish to us a list of any auxiliary aids needed by your attendees in meeting or function space. You agree to pay all charges associated with the provision of such aids. When your attendees make room reservations, please ask them to notify us of their auxiliary aid needs so that we may notify you as to the names of businesses with which you may contract to obtain those aids.
- 14. PROMOTIONAL CONSIDERATIONS:** We have the right to review and approve any advertisements or promotional materials in connection with your function that specifically reference any name or logo of the Hilton family of Hotel brands.
- 15. FORCE MAJEURE:** Neither party shall be responsible for failure to perform this contract if circumstances beyond their control, including, but not limited to; acts of God, shortage of commodities or supplies to be furnished by the Hotel, governmental authority, or war in the United States make it illegal or impossible for the hotel to hold the event.
- 16. ARBITRATION:** The parties agree that any dispute in any way arising out of or relating to this contract will be resolved by arbitration before JAMS/ENDISPUTE® or the American Arbitration Association, pursuant to the organization's rules in the state and city in which the hotel is located and pursuant to that State's law as the governing law. The parties agree that any arbitration award will be enforceable in state or federal court. The prevailing party in any arbitration or court proceeding will be entitled to an award of its reasonable costs and attorney fees and pre and post judgment interest.
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ACKNOWLEDGEMENT
by Embassy Suites Orlando - Downtown of Laws and Regulations
which the State Board of Administration of Florida must follow.

Notwithstanding any statements to the contrary in the Group Confirmation Agreement the following provisions apply to the State Board of Administration of Florida as an entity of the State of Florida and are agreed to by **Embassy Suites Orlando – Downtown (“Embassy Suites”)**.

1. The State Board of Administration of Florida (“**SBA**”), as an entity of the State of Florida, is prohibited from entering into indemnification agreements. See Florida Attorney General Opinion 99-56, dated September 17, 1999. The **SBA** is also prohibited from entering into a limitation of remedies agreement (For the avoidance of doubt, the SBA does not agree to arbitration). See Florida Attorney General Opinion 85-66, dated August 23, 1985.

2. Notwithstanding any provision in any agreement between the parties, **Embassy Suites** acknowledges and agrees that the **SBA** is bound by the provisions of Chapter 119 (Public Records), Florida Statutes, and in the event of any conflict between Chapter 119, Florida Statutes, and the terms of these Agreements between the parties, the provisions and procedures of Chapter 119, Florida Statutes will prevail.

3. **IF EMBASSY SUITES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS REQUIREMENT TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT:**

STATE BOARD OF ADMINISTRATION OF FLORIDA
POST OFFICE BOX 13300
TALLAHASSEE, FLORIDA 32317-3300
(850) 488-4406
SBAContracts_DL@sbafla.com

(The font, bolding and text are required by s119.0701(2)(a))

4. Consistent with the Florida Transparency in Contracting Initiative, the **SBA** posts certain operational contracts on its website, and this Agreement will be one of the agreements posted. **Embassy Suites** hereby agrees that the **SBA** is authorized to post this Agreement (including any amendments or addenda hereto) and a description of the content of the Agreement (including any amendments or addenda hereto) on the **SBA's** website. At the time of execution **Embassy Suites** may submit a redacted version of the agreement for these purposes.

5. The **SBA** requires its vendors to comply with and use the E-Verify system. **Embassy Suites** shall register with and use and shall cause any of its subcontractors to register with and use, the E-Verify system to verify the employment eligibility of newly hired employees performing services within the United States in accordance with Section 448.095, Florida Statutes. **Embassy Suites** acknowledges that **SBA** is subject to and **Embassy Suites** agrees

to comply with Section 448.095, Florida Statutes, as amended from time to time, to the extent applicable.

6. Notwithstanding any provision to contrary, this Agreement shall not be construed as a waiver (i) of the sovereign immunity of the State of Florida; (ii) a waiver of the State of Florida's rights under the 11th Amendment to the United States Constitution; or (iii) to a jury trial.

Embassy Suites Orlando-Downtown State Board of Administration of Florida

