



EMBASSY SUITES®

Orlando - Downtown

REVISED GROUP CONFIRMATION AGREEMENT

DATE ISSUED: Friday, July 09, 2021

Name:	Donna Sirmons	Hotel Name:	Embassy Suites Orlando- Downtown
Title:	Organizer	Sales Manager:	Karina Costa
Company Name:	Florida Hurricane Catastrophe Fund	Title:	Sales Manager
Address:	1801 Hermitage Boulevard, Suite 100	Phone:	(407) 835-6857
City, State, Zip:	Tallahassee, FL 32308	Fax:	(407) 835-6856
Phone:	850-413-1349	Post As:	Professional Team 2021 Standards
Email:	donna.sirmons@sbafla.com	Event Dates:	Sunday, August 29, 2021 to Wednesday, September 1, 2021

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

SLEEPING ROOMS AND RATES

		Sun 08/29/2021		Mon 08/30/2021		Tue 08/31/2021	
	Occupancy	Rooms	Rate	Rooms	Rate	Rooms	Rate
Run of House	S/D	14	\$129.00	14	\$129.00	14	\$129.00

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 _____

****Discounted \$18 INCLUSIVE SELF-PARKING – for hotel registered guests****

TOTAL ROOM NIGHTS RESERVED: **42**

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. 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 12 Noon**. The Embassy Suites Orlando-Downtown is proud to be a certified "**Green Lodging**" hotel.

SCHEDULE OF EVENTS

Date	Time	Event Class	Room	Setup	AGR	Rental
Mon, 08/30/21	8:00 AM - 6:00 PM	Meeting	San Juan 3	U Shape	15	\$500.00+
Tue, 08/31/21	8:00 AM - 6:00 PM	Meeting	San Juan 3	U Shape	15	\$500.00+
Wed, 09/01/21	8:00 AM - 6:00 PM	Meeting	San Juan 3	U Shape	15	\$500.00+

**Subject to change*

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

****++ indicates a 24% service fee and 6.5% sales tax applies, unless tax exempt****

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 **SBA FLA** 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. DEPOSITS/TAXES:** We may request that you pay a deposit of \$500.00 of the estimated dollar value of the event when you sign this agreement. . In addition to the anticipated charges set forth in the schedule of events, you agree to pay separately any and all federal, state, municipal or other taxes imposed on or applicable to your event. In the State of FL, service charges and public room rental are subject to a 6.5% tax.

The sleeping rooms and function space (if applicable) listed above will be considered definite commitments upon signing of this agreement, and will be subject to all terms and conditions set forth on the following page(s). Faxed signatures will be accepted. The persons signing below agree that they are authorized representatives of the above indicated group and Hotel who have authority to enter this contract. This agreement and the terms and conditions on the following page(s) may not be changed or amended unless done so in writing and signed by both parties.

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 80% of the block, the Hotel requires a Credit Card Authorization Form to Guarantee the block of rooms. Should you meet 80% of the group block, the credit card to guarantee will not be charged. However, if you fail to meet 80% 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:	\$5,805.00
Total Anticipated Meeting Room Rental Fees: <small>Any discounts on Meeting Room Rental Fees are based on Group's achievement of performance requirements.</small>	\$1,500.00
"Total Anticipated Revenue":	\$7,305.00

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 13, 2021**. 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.
- 4.** Room and tax will be ☒ paid by individuals or ☐ charged to group's account.
- 5.** Incidentals will be ☒ paid by individuals or ☐ charged to group's account.
- 6. CANCELLATION:** The rates offered by us are based in part upon the total gross revenue anticipated by us from your agreement to use and pay for the rooms and events listed above. You agree and understand that in the event of a

cancellation or lack of full performance by you, our actual damages would be difficult to determine. Therefore, you have agreed to pay reasonable liquidated damages to the Hotel for cancellation or lack of performance as described in this paragraph. Cancellation damages are due immediately and will be calculated as a percentage, based on the date of cancellation listed below, of total anticipated gross revenues plus 6.5% tax, if applicable, from all contracted sleeping rooms listed on the opposite side.

Date of Hotel's Receipt of Cancellation Notice	Percentage of Total Anticipated Revenue	Amount of Cancellation Damages
Cancellation between <u>July 09, 2021</u> and date of arrival:	<u>80</u> % =	\$5,844.00

- 7. ATTRITION:** 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.
- 8. INDIVIDUAL CANCELLATIONS:** Individual cancellations must be received no later than 48 Hours day prior to scheduled arrival. Individual cancellations received 48 Hours or less 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.
- 9. 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.
- 10. 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.

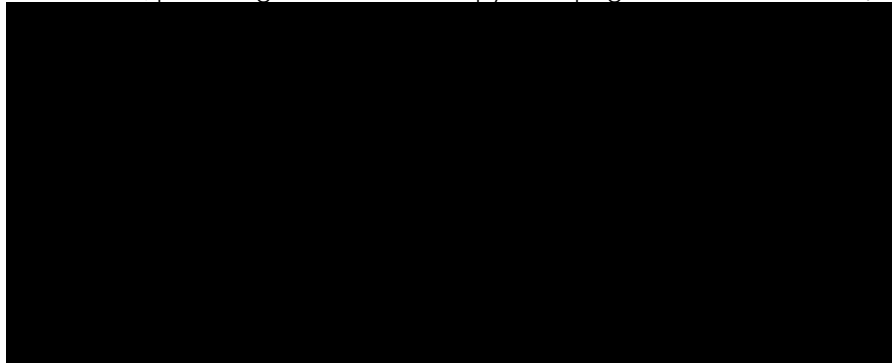
DEPOSIT SCHEDULE		
	Due Date	Amount
Initial Deposit	No later than 14 days after receipt of a final signed Agreement from Hotel	\$500.00

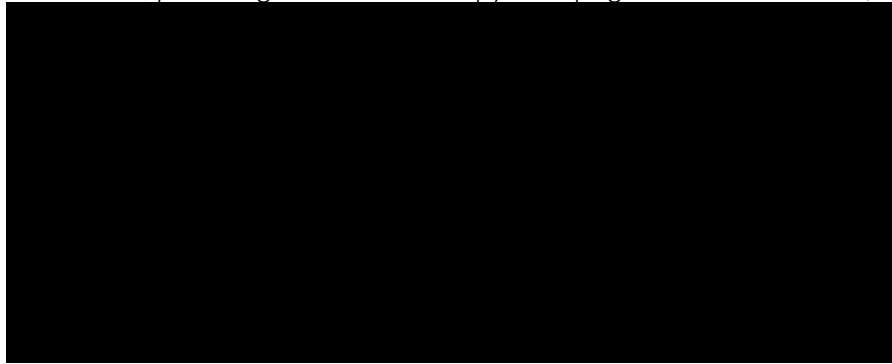
- 11. INDEMNIFICATION & INSURANCE:** To the extent permitted by law, you agree to protect, indemnify, defend and hold harmless the Hotel, Hilton, and the owner of the Hotel, and their respective employees and agents against all claims, losses or damages to persons or property, governmental charges or 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.
- 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. 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.

15. 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.

16. To confirm these rooms on a definite basis, please sign and return a copy of all pages of this contract on/before **July 26, 2021.**

Dated: 07/23/2021 By:  Fund

Dated: 07/22/21 By:  town

**Disclosures
to Embassy Suites Orlando - Downtown**

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 this agreement between the parties, Embassy Suites Orlando-Downtown 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 this Agreement between the parties, the provisions and procedures of Chapter 119, Florida Statutes will prevail.

3. IF EMBASSY SUITES ORLANDO-DOWNTOWN 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**

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 Orlando-Downtown 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.

5. The SBA requires its vendors to comply 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 Orlando-Downtown acknowledges that SBA is subject to and Embassy Suites Orlando-Downtown 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.

Signature Page Follows

