



## GROUP SALES AGREEMENT

### DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between **Marriott Orlando Airport Lakeside**, 7499 Augusta National Drive, Orlando, FL, 32822-5015, (407) 851-9000 and **Florida Housing Finance Corporation**.

ORGANIZATION: Florida Housing Finance Corporation  
 CONTACT: Name: Angeliki G. Sellers  
 Job Title: Chief Financial Officer  
 Street Address: 227 N. Bronough Street, Suite 5000  
 City, State, Postal Code: Tallahassee, FL 32301  
 Phone Number: 850-488-4197  
 E-mail Address: Angie.Sellers@floridahousing.org

Event Planning Contact: Jenny Marshall  
 Event Planning Title: Contract Administrator  
 Event Planning Email: Jenny.Marshall@floridahousing.org  
 Event Planning Phone: 850-488-4197

NAME OF EVENT: **Florida Housing Finance Corporation**  
 REFERENCE #: **M-SDT6V90**  
 OFFICIAL PROGRAM DATES: **March 25-25, 2024**

### GUEST ROOM COMMITMENT/GROUP ROOM RATES

The Hotel agrees that it will provide, and Florida Housing Finance Corporation agrees that it will be responsible for utilizing, XX room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

Date	Day	Standard	Total Rooms
3/25/2024	Mon	50	50

Hotel's room rates are subject to applicable state and local taxes (currently **12.5%**) in effect at the time of check-out.

Start Date	End Date	Room Type	Single
3/25/24	3/26/2024	Run of House	\$189

### COMMISSION

The group room rates listed above are net non-commissionable. Florida Housing Finance Corporation will advise its designated agency of these rates and address any resulting agency compensation issues directly with the management of the appropriate agency.

### ROOMS ATTRITION- Rooms Per Night

Hotel is relying upon Client's nightly use of the Room Night Commitment and, if applicable, the Minimum Banquet Food and Beverage Revenue. Client agrees that a loss will be incurred by Hotel if Client's actual usage is less than ninety percent (**90%**) of the Room Night Commitment on any night of the Event.

Hotel agrees to allow for a ten percent (**10%**) reduction in the nightly Room Night Commitment. Each night during the Event, Hotel will subtract the actual room usage for that night and the amount of permissible attrition for that night from the Room Night Commitment for that night. The difference of room nights will be multiplied by the group's average room rate (excluding staff and or complimentary rooms) and the resulting amount will be posted as charges to Client's Master Account, plus applicable taxes, at the conclusion of the Event.

**METHOD OF RESERVATIONS (Attendees)**

Hotel is pleased to offer the use of our online group reservations system powered by Passkey. All reservations will be made, modified or canceled by individuals on-line at a URL to be established by Hotel or by calling Marriott's Reservations toll free number to be established after enabling Passkey. It is the responsibility Florida Housing Finance Corporation to publish and provide this information to potential attendees through the planner's meeting website or through email. Florida Housing Finance Corporation be responsible for publishing the URL for all potential attendees. The Group Rate is guaranteed for reservations made on or before the Cutoff Date. Any reservations made after the Cutoff Date shall be at the Hotels then current available rate. Hotel will supply a username and password to provide you with 24/7 online access to your group's information and reports.

**METHOD OF RESERVATIONS (Board Members and Staff)**

Reservations for the Event will be made by a rooming list in a format provided by the Hotel. Florida Housing Finance Corporation will forward its rooming list by **February 26<sup>th</sup>, 2024**.

**GUARANTEED RESERVATIONS**

All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card or by Florida Housing Finance Corporation. Hotel will not hold any reservations unless secured by one of the above methods.

**CUT-OFF DATE**

Reservations by attendees must be received on or before **February 26<sup>th</sup>, 2024** (the "Cut-Off Date"). At the Cut-Off Date, Hotel will review the reservation pick up for the Event, release the unreserved rooms for general sale, and determine whether or not it can accept reservations based on a space- and rate-available basis at the Florida Housing Finance Corporation group rate after this date.

**BILLING ARRANGEMENTS**

The following billing arrangements apply: Individual to pay all charges (cash-paying guests may be asked to leave a cash or credit card deposit to guarantee payment).

**PAYMENT BY CREDIT CARD OR COMPANY CHECK**

If Florida Housing Finance Corporation wishes to pay any portion of its obligation by credit card or company check, the credit card information must be entered into our secure online web-site.

Prior to the execution of this agreement Florida Housing Finance Corporation shall provide hotel with credit card authorization information. A Credit Card Information Request e-mail will be sent to the e-mail address provided by Florida Housing Finance Corporation

This process must also be followed if direct billing has not been approved and the Master Account charges will be paid by credit card or company check.

Florida Housing Finance Corporation agrees that the Hotel may charge to this credit card any payment as required under this Group Sales Agreement.

**FUNCTION INFORMATION AGENDA/EVENT AGENDA**

Based on the requirements outlined by Florida Housing Finance Corporation, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

<b>Date</b>	<b>Day</b>	<b>Start</b>	<b>End</b>	<b>Function Type</b>	<b>Setup</b>	<b>Attendees</b>	<b>Rental</b>
3/25/24	Mon	4:00PM	5:00PM	Meeting	Hollow Square	25	\$500
3/26/2024	Tue	8:30AM	11:00AM	Meeting	Theatre	150	\$1,000

All food and host beverages are subject to a **14.5%** nontaxable service charge and **10.5%** taxable administrative fee. The administrative fee is for administration of the banquet, special event or package deal. The administrative fee is not purported to be a gratuity and will not be distributed as gratuities to the employees who provide service to the guests. The service charge will be distributed as a gratuity for those who provide service to the guests.

All audio-visuals, room rental/set-up and meeting room internet fees are subject to a **25%** taxable administrative fee. The administrative fee is for administration of the banquet, special event or package deal. The administrative fee is not purported to be a gratuity and will not be distributed as gratuities to the employees who provide service to the guests.

All food, beverage, and audio-visuals are subject to applicable sales tax **6.5%**. Administrative fees, Service Fees and taxes are subject to change without notice.

**DAMAGE TO FUNCTION SPACE**

Florida Housing Finance Corporation agrees to pay for any damage to the function space that occurs while Florida Housing Finance Corporation is using it. Florida Housing Finance Corporation will not be responsible, however, for ordinary wear and tear or for damage that it can show was caused by persons other than Florida Housing Finance Corporation and its attendees.

**OUTSIDE FOOD AND BEVERAGE POLICY**

All food and beverages served at functions associated with the Event must be provided, prepared, and served by Hotel, and must be consumed on Hotel premises.

**CANCELLATION**

Florida Housing Finance Corporation agrees that if it cancels the meeting it will pay Hotel **\$7,500.00**, plus applicable taxes, within 30 days after cancellation as a reasonable estimate of the harm the cancellation will cause the Hotel. Hotel agrees that after receiving this payment, it will not seek additional damages.

**NO ROOM TRANSFER BY GUEST**

Florida Housing Finance Corporation agrees that neither Florida Housing Finance Corporation nor attendees of the Event nor any intermediary shall be permitted to assign any rights or obligations under this Group Sales Agreement, or to resell or otherwise transfer to persons not associated with Florida Housing Finance Corporation reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

**BANNER HANGING FEE**

The hotel will assess a one-time banner hanging charge of \$25.00 per banner.

**OUTSIDE AUDIO-VISUAL SERVICES POLICY**

The Orlando Airport Marriott's exclusive event technology department consists of trained and professional staff, an expansive inventory of technically advanced equipment and the award-winning quality, one expects from the Orlando Airport Marriott.

The Orlando Airport Marriott's event technology department is the hotel's preferred provider for all audio/visual needs. The use of another audio/visual provider will involve the Orlando Airport Marriott's event technology department's expertise including power requirements, storage, staging, setup, clearing, breakdown, podium, and other equipment.

In the event that another audio-visual provider is chosen, the hotel will levy a surcharge of \$750.00 per day (taxable) or a fee equal to 30% of the anticipated lost revenue (based on retail prices), whichever is greater. This fee or charge is to be paid to the hotel in the same method as all other services.

**PARKING**

<i><u>Valet-Parking</u></i>	<i><u>Self-Parking</u></i>
Overnight: \$30.00 + Tax	Overnight: \$22.00 + Tax
Daily: \$30.00 + Tax	Daily: \$22.00 + Tax

Please advise us if you wish to host parking for your attendees. \*Subject to change with notice.

**SHIPPING / HANDLING / STORAGE**

When shipping boxes to the Hotel for your meeting, address boxes to:

Orlando Airport Marriott	Attention: [Name of Event Manager]
7499 Augusta National Dr.	Hold for: [Group Name & Clients Name]
Orlando, FL. 32822	

***Out-Bound Shipping ~ Pricing as Follows:***

• Letters: \$2.50 Each	• Pallets: \$200.00 per Pallet
• Boxes: 1-10 lbs. \$5.00 per Box	• Crates: Under 150 lbs. \$100.00 per Crate
• Boxes: 11 lbs.+ \$.50 per lb.	• Crates: Over 150 lbs. \$150.00 per Crate

Ship UPS via the Business Center or guest can use their own Fed Ex or UPS Accounts.

***Storage & Delivery Pricing:***

• Envelopes: \$2.50 Each	• Pallets: \$200.00 per Pallet
• Boxes Under 10 lbs.: \$5.00 per Box	• Crates Under 150 lbs.: \$100.00 per Crate
• Boxes over 10 lbs.: \$.50 per lb.	• Crates Over 150 lbs.: \$150.00 per Crate
• Display Case: \$.50 per lb.	* Pricing includes 1-week of storage; each additional day is \$5.00 per package.

**BUSINESS CENTER**

• Open 24-Hours Daily	• Computer Internet \$6.95 per 15 Minutes
• Computer Rental Available	Access: \$1.49 per Color Page Printed
• Copier Available for B&W or Color Printing	\$ .49 per B&W Page Printed
• Fax – Outbound 24-Hours	Fax: \$3.00 per Page (Local & Domestic Service Only)

***Copy Pricing:***

BLACK & WHITE (Letter Size):	COLOR (Letter Size):
• 1-99 \$.25 per Page	• 1 – 99 \$.89 per Page
• 100 – 499 \$.20 per Page	• 100 – 499 \$.59 per Page
• 500 – 999 \$.15 per Page	• 500 – 999 \$.49 per Page
• 1000 + \$.10 per Page	• 1000 + \$.39 per Page

Other paper sizes, including banners and posters, are available for an additional fee. Finishing services such as stapling, folding, binding, and lamination are also available. Pricing does not include any applicable taxes.

### **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 Florida Housing Finance Corporation 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 Florida Housing Finance Corporation 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.

### **DISPUTE RESOLUTION**

In the event of dispute resolution, the non-prevailing party will pay the other's costs and attorney's fees.

### **LIQUOR LICENSE**

Florida Housing Finance Corporation understands that Hotel's liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are under age.

### **PRIVACY**

Marriott International, Inc. ("Marriott") is committed to complying with obligations applicable to Marriott under applicable privacy and data protection laws, including to the extent applicable EU data protection laws. Hotel shall comply with the then-current Marriott Group Global Privacy Statement (the "Privacy Statement," currently available at <http://www.marriott.com/about/privacy.mi>) with respect to any personal data received under this Agreement.

Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration.

Florida Housing Finance Corporation will obtain all necessary rights and permissions prior to providing any personal data to Hotel, including all rights and permissions required for Hotel, Hotel affiliates, and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Hotel's privacy statement and applicable law. Notwithstanding any other provision, Hotel may use an individual's own personal data to the extent directed by, consented to or requested by such individual.

### **IN-HOUSE EQUIPMENT**

Hotel will provide, at no charge, a reasonable amount of meeting equipment (for example, chairs, tables, etc.). These complimentary arrangements do not include special setups or extraordinary formats that would deplete Hotel's present in-house equipment to the point of requiring rental of an additional supply to accommodate Florida Housing Finance Corporation's needs. If such special setups or extraordinary formats are requested, Hotel will present Florida Housing Finance Corporation two (2) alternatives: (1) charging Florida Housing Finance Corporation the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost.

### **UNATTENDED ITEMS/ADDITIONAL SECURITY**

The Hotel cannot ensure the security of items left unattended in function rooms. Special arrangements may be made with the Hotel for securing a limited number of valuable items. If Florida Housing Finance Corporation requires additional security with respect to such items or for any other reason, the Hotel will assist in making these arrangements. All security personnel to be utilized during the Event are subject to Hotel approval.

### **USE OF OUTSIDE VENDORS**

If Florida Housing Finance Corporation wishes to hire outside vendors to provide any goods or services at Hotel during the Event, Florida Housing Finance Corporation must notify Hotel of the specific goods or services to be provided and provide sufficient advance notice to the Hotel so that the Hotel can (i) determine, in Hotel's sole discretion, whether such vendor must provide Hotel, in form and amount reasonably satisfactory to Hotel, an indemnification agreement and proof of adequate insurance, and (ii) approve, using reasonable judgment, the selection of the outside vendor and the goods or services to be provided by such outside vendor to Florida Housing Finance Corporation, taking into consideration: (a) whether Hotel offers such goods and services; (b) the risk level posed by certain activities; and (c) the safety and well-being of guests at Hotel.

### **PERFORMANCE LICENSES**

Florida Housing Finance Corporation will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including without limitation, music, audio, or video recordings, art, etc.) that Florida Housing Finance Corporation may use or request to be used at the Hotel.

### **COMPLIANCE WITH EQUAL OPPORTUNITY LAWS**

This section describes Marriott's obligations as a U.S. federal contractor. It does not apply to customers that are not part of the U.S. federal government or using funds from the U.S. federal government for this contract.

Marriott 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.

Marriott (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.**

Marriott 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, Marriott 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.

**MARRIOTT BONVOY EVENTS**

Marriott Bonvoy Events provides Points or Miles to eligible Marriott Bonvoy Members who book and hold qualifying meetings and events at Participating Properties.

Approximately ten (10) business days after the conclusion of the Event (provided that the Event is not cancelled and Florida Housing Finance Corporation has otherwise complied with the material terms and conditions of this Agreement), the Hotel will award Points or Miles to the Member and relevant account identified below. By inserting the airline frequent flyer account information, the recipient elects to receive Miles instead of Points.

Marriott Bonvoy Events is not available in certain circumstances, including (1) for any government employee or official booking a government event (U.S. government event or non-U.S. government event); (2) for any employee of a state-owned or state-controlled entity (“SOE”) booking an event on behalf of the SOE; or (3) for any other planner or intermediary when booking an event on behalf of a non-U.S. governmental entity or SOE. Hotels in the Asia Pacific region are restricted from awarding Points or Miles to any intermediary booking an event on behalf of any governmental entity or SOE.

**GROUP MUST CHECK ONE OPTION BELOW:**

- The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) is eligible to receive Points or Miles.

Member Name \_\_\_\_\_  
Marriott Bonvoy Membership Number \_\_\_\_\_

\*If Miles are desired instead of Points, please also provide:

Participating airline name \_\_\_\_\_  
Participating airline frequent flyer account number \_\_\_\_\_

OR

- The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) declines or is not eligible to receive Points or Miles and hereby waives the right to receive Points or Miles in connection with the Event.

The individual identified above to receive either Points or Miles may not be changed without such individual’s prior written consent. The number of Points or Miles to be awarded shall be determined pursuant to the Marriott Bonvoy Terms and Conditions (the “Terms and Conditions”), as in effect at the time of award. All Marriott Bonvoy Terms and Conditions apply. The Terms and Conditions are available on-line at <https://www.marriott.com/loyalty/terms/default.mi> and may be changed at the sole discretion of Florida Housing Finance Corporation, Inc. at any time and without notice. Capitalized terms used in this section have the meanings given to them in the Terms and Conditions.

\*Electronic selection – This may be done in Microsoft Word by double-clicking on the above unfilled box, choosing a blackened box, and then clicking “Insert.” Alternatively, one can use the commands “Insert” and “Symbol,” choose the blackened box, and then click “Insert.”

**Additional Terms**

1. Public Records

Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by Marriott in connection with this Contract is subject to the provisions of Section 119.01-15, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). Marriott represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

Pursuant to Section 119.0701(2)(b), Fla. Stat., Marriott will be required to comply with public records laws, specifically to:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Notwithstanding anything contained herein to the contrary, the provisions and requirements of this paragraph shall only apply if and when Marriott is acting on behalf of Florida Housing.

**If Marriott has questions regarding the application of Chapter 119, Florida Statutes, to Marriott's duty to provide public records relating to this contract, contact the Corporation Clerk at:**

**Corporation Clerk**  
**227 N. Bronough Street, Suite 5000**  
**Tallahassee, Florida 32301-1329**  
**Phone: 850.488.4197**  
**E-mail: Corporation.Clerk@floridahousing.org**

2. Marriott understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), Fla. Stat.
3. Marriott understands and agrees to comply with the provisions of Section 448.095, Fla. Stat.
4. Marriott attests, under penalty of perjury, that it does not meet any of the criteria in Section 287.138(2)(a) – (c), Fla. Stat.




**ACCEPTANCE**

When presented by the Hotel to Florida Housing Finance Corporation, this document is an invitation by the Hotel to Florida Housing Finance Corporation to make an offer. Upon signature by Florida Housing Finance Corporation, this document will be an offer by Florida Housing Finance Corporation. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies Florida Housing Finance Corporation at any time prior to Florida Housing Finance Corporation's execution of this document, the outlined format and dates will be held by the Hotel for Florida Housing Finance Corporation on a first-option basis until **January 31<sup>st</sup>, 2024**. If Florida Housing Finance Corporation cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at the Hotel's option, the arrangements will be released, in which case neither party will have any further obligations.

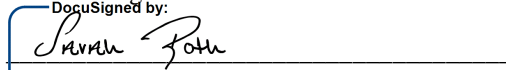
Upon signature by both parties, Florida Housing Finance Corporation and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

**SIGNATURES**

Approved and authorized by Florida Housing Finance Corporation:

Name: (Print) Angeliki G. Sellers  
Title: (Print) Chief Financial Officer  
Signature:   
Date: 1/26/2024  
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Approved and authorized by Hotel:

Name: (Print) Sarah Roth  
Title: (Print) Sales Manager  
Signature:   
Date: 1/26/2024  
3245DEAC47BF4D8...