

Catering Agreement

Parties & Agreement

Hotel

Hilton St. Petersburg Bayfront
333 1st Street South
St. Petersburg, FL, 33701
727-894-5000
Ivory Diehl
ivorydiehl@remingtonhotels.com

Customer

Florida Housing Financial Corporation
Jenny Marshall
(850) 488-4197
jenny.marshall@floridahousing.org

The Hilton St. Petersburg Bayfront (“Hotel”) and Florida Housing Financial Corporation (“Customer”) agree to enter into this catering agreement (“Agreement”) for the Board of Directors Retreat event on 2024-08-22 - (“Event”) as follows.

Event Schedule

Date	Time	Event Class	Room	Setup	AGR	Rental
Thu, 08/22/24	8:30 AM - 5:00 PM	Meeting	Grand Bay North Ballroom	U-Shape/Theater	100	\$4000.00++

In the event the room originally designated for your event shall be unavailable or inappropriate, the Hotel reserves the right to make reasonable substitutions in meeting and banquet rooms.

Menu Selection

In order to ensure a successful Event, Customer shall finalize menu selections and arrangements a minimum of 10 days in advance of the Event.

Requirements & Fees

A guaranteed minimum food and beverage charge of \$1,000.00++ (exclusive of tax and service charge) is required to reserve this Event. Should Group fall short of this Food and Beverage Revenue Commitment, whether due to reduction in size of Group’s Event, drop in attendance, change in food and beverage events or otherwise, Group agrees that Hotel will suffer damages that will be difficult to determine. Therefore, Group agrees that it will pay Hotel the amount equal to the difference between the Food and Beverage Revenue Commitment (or anticipated Event Order revenue, if higher) and the actual food and beverage revenues achieved as liquidated damages, plus applicable taxes. Group agrees that this charge is a reasonable estimate of Hotel’s losses on food and beverage.

Once food and beverage function details have been established under an Event Order, performance damages for food and beverage will be determined based on the terms of the Event Order if anticipated revenue under the Event Order is higher than Group’s Food and Beverage Commitment. At the time Event Orders are prepared, Hotel will advise Group if the anticipated food and beverage revenue based on the Event Orders will achieve the Food and Beverage Revenue Commitment. If not, the

Hotel will supply the Group with food and beverage options that would achieve the Food and Beverage Revenue Commitment. The group will have the option of altering the Event Orders to achieve the Food and Beverage Revenue Commitment or paying the performance damages pursuant to this provision.

Estimated performance damage plus applicable taxes will be due and payable to Hotel five (5) days prior to Group’s arrival date. Any remaining amounts owed under this paragraph will be billed to Group’s Master.

Payment Instructions

In order to reserve the Event, a non-refundable deposit of \$N/A is due upon execution of the Agreement. Additional payments will be required per the following schedule:

Transaction Type	Charge Type	Date	Amount
		Balance Due (08.08.2024)	Final Balance of Estimated Charges

The above advanced payment schedule will accomplish 100% payment on 08.08.2024, which is 10 business days prior to the Event. All payments are non-refundable.

Please complete and submit the enclosed credit card authorization form, upon signing the Agreement. This form will be used for your advance deposit and/or guarantee of future deposits and final payments.

Should the group have any balance after departure date, attrition or cancellation charges the credit card that is used to guarantee payment will be utilized and charged once the group departs only if those fees apply.

All deposits are non-refundable. Failure to remit the appropriate pre-payment on a timely basis will be considered a cancellation by Group and Group shall be liable for amounts as described in the cancellation provisions. Any and all deposits may be applied to fees or charges due to cancellation or attrition as outlined in this Agreement. Hotel reserves the right to revise the deposit schedule if Group’s Event changes in size or expense.

1. Advance Deposit/Estimate Final Payment

Advance deposit (Advance Payment) may be provided by one or more of the following methods:

- a. Company Check, Personal Check or Money Order – Must be received at the lockbox three weeks in advance of arrival or function date. The Customer is to send the check directly to the lockbox three weeks in advance in order to allow sufficient time for the bank to notify the property of a returned check. The property should immediately forward the check to the lockbox if received onsite.
- b. Bank Wire Transfer – Must be received in the hotel’s account five business days in advance of Deposit Schedule Due Dates and/or arrival or function date. Verification of receipt of funds must be confirmed by the Hotel Controller / Accounting Manager or General Manager.
- c. Credit Card Payment – A Credit Card Billing Authorization form must be completed and returned with

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signed agreement. Deposit Due Dates will be automatically charged based on the above schedule. Final Credit Card Payment will be authorized five (5) days prior to arrival or function date.

PLEASE REMIT PAYMENT TO:

**Ashford TRS Lessee II, LLC.
dba Hilton St. Petersburg Bayfront
PO Box 743247
Atlanta, GA 30374-3247**

OR WIRE TO:

**Ashford TRS Lessee II, LLC.
dba Hilton St. Petersburg Bayfront
Account # 5563968273
ABA # 063100277 ACH
ABA # 026009593 Wire**

A final guarantee, not subject to reduction, must be received by the Hotel seven (7) business days prior to the Event. If no guarantee is received, the Hotel will prepare and charge for the number of persons estimated in the Agreement, or the actual number of attendees, whichever is greater. The Hotel reserves the right to change room assignments should attendance drop or increase, without prior notification.

General Terms & Conditions

CANCELLATION – Should the event be cancelled upon signature up to 90 days prior to the event date a charge of 50% of the event is due. From 89 days to 46 days prior, 75% of the estimated total charges will be due the Hotel. If the event is cancelled 45 days or less prior to the event date, the total estimated charges are due the Hotel.

RELOCATION PROCEDURE – In the unlikely event the Hotel is unable to provide the function space for the Event, the Hotel will provide Customer with a comparable alternative arrangement. The determination of a “comparable alternative arrangement” is within the Hotel’s sole discretion. If the Customer does not approve of the comparable arrangement, the Hotel can terminate the agreement without penalty, and the Hotel is released from any liability associated with the Event.

IMPOSSIBILITY OF PERFORMANCE – The performance of the Agreement is subject to a condition making it illegal or impossible to provide or use the Hotel facilities in Hotel’s sole discretion.

GUARANTEES – A final guarantee of the anticipated number of individuals to be in attendance must be received by the Hotel by 12 noon, seven (7) business days prior to the Event. This guarantee is not subject to reduction and is the minimum the group will be charged for the Event. If no guarantee is received, the minimum number of attendees indicated on the Agreement, or the actual number of attendees (whichever is greater), will be considered guaranteed. The Hotel will be prepared to serve 5% over the guarantee.

ADMINISTRATIVE CHARGE AND TAXES – All banquet charges are subject to a **27%** administrative charge, this includes Food/Beverage, Room Rental and Misc. Items such as Linens. Administrative charges are for administration of the banquet, do not represent a tip or gratuity, and will not be distributed as a tip or gratuity to the employees and/or staff who provide service to the guests. Labor charges, such as bartender fees, wait staff fees and room rental charges are taxable. Groups claiming tax exemption privileges must submit a copy of tax exemption form when the Agreement is returned. An additional one hundred dollars (\$100.00) administrative charge will apply to food and beverage functions of fewer than thirty (30) guests.

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All taxes and administrative charges are subject to change without notice.

EVENT ROOMS – Event rooms are assigned by the Hotel according to the guaranteed minimum number of people anticipated. The Hotel reserves the right to change room assignments should attendance drop or increase without prior notification. Event room rental is based on Customer’s entire Event outline and anticipated revenues. Changes to Customer’s Event may result in additional Event room rental. A tentative program must be provided to the Hotel 120 days prior to the first Event date. A definitive program must be provided to the Hotel 10 days prior to the first Event date.

FOOD & BEVERAGE – All food and beverage prices are subject to change. Final menu selections will be confirmed at the time the Banquet Event Order is created. The Hotel reserves the right to make reasonable substitutions in the unlikely event the specified items are unavailable. Determination of a “reasonable substitution” will be agreed upon by both parties.

It is the Hotel’s service policy to display foods in an elegant, professional culinary manner. It is in that tradition that the Hotel supports health codes which prohibit the removal of leftover food from a function. No food or beverage will be permitted to be brought into or taken out of the Hotel by the patron, patron’s guests or invitees without advanced written approval by the Hotel General Manager.

If alcoholic beverages are to be served on the Hotel premises, (or elsewhere under the Hotel alcoholic beverage license), the Hotel will require that alcohol be provided by the Hotel and that such beverages be dispensed only by the Hotel servers and bartenders. The Hotel’s alcohol beverage license require the Hotel to (1) request proper identification of any person that appears to be of questionable age and to refuse alcohol beverage service if the person is either under age or proper Identification cannot be produced and (2) refuse alcohol service to any person who, in the Hotel’s sole judgment is under the influence of alcohol.

PACKAGE SHIPPING AND RECEIVING – The Customer is responsible for all arrangements and all expenses associated with the shipping of materials, merchandise, exhibits or any other items to and from the Hotel. The Hotel must be notified in advance and any consignments shipped to the Hotel should be addressed: Hilton St. Petersburg Bayfront, 333 1st Street South St. Petersburg 33701, Attn: Board of Directors Retreat. The Hotel charges a \$12.00 handling fee per package (or \$75.00 per palette) for any and all conference materials shipped to the Hotel. Storage rental fees may be imposed if the items are delivered prior to 48 hours before the Event, or the volume or bulk is considered excessive as determined in the Hotel’s sole discretion. The Hotel is not responsible for damage or loss of any items delivered to the Hotel prior to the Event, or of any items or packages left on the property after the group departs. Upon request, items left on the premises after departure will be returned to the Customer at the Customer’s expense.

SECURITY – The Hotel employs security personnel to assist in its daily operation. The Hotel may request the Customer to obtain and pay for bonded security personnel under certain circumstances. Should additional security be required, contracting for these services by the Hotel will be necessary at least thirty (30) days prior to arrival. Permission to provide Customer’s own security must be obtained at least thirty (30) days prior to the Event. The Hotel will require that such vendor, if approved, provide the Hotel with an indemnification agreement and proof of adequate insurance coverage. All outside security must report to the Hotel’s internal security personnel on a daily basis to coordinate activities.

SIGNAGE/DISPLAYS – Any items to be put on, affixed to or placed upon any meeting room or lobby walls, or directional signs, as well as the materials used to affix such, are subject to approval by the Hotel prior to installation or display. Customer is responsible for any damage caused by signage/displays and/or any loss of Customer’s signage/displays. In the event Customer’s signage/displays contain objectionable material, the Hotel has the right to remove the objectionable material and cancel the event without penalty. Determination of what constitutes “objectionable material” in the Hotel’s sole discretion, and the Hotel is released from any liability associated with cancellation of the event.

PARKING – The Hilton St. Petersburg Bayfront maintains a controlled parking lot, and it subject to availability. Please see below current parking rates. Parking rates are subject to change without prior notice.

Standard Valet Fees (per vehicle):

- \$42.00 – Overnight
- \$25.00 – Maximum 6 Hours

ELECTRICAL REQUIREMENTS – Electrical and/or telephone requirements beyond the normal operating capacity of the Hotel will be charged for accordingly and determined by material purchased and labor required.

AUDIO VISUAL EQUIPMENT & SERVICES – For an additional price and on an exclusive basis, audio-visual equipment is available at the Hotel. Microphones, screens, sound equipment, plus a full range of other audio-visual equipment and services are available for advanced order. Equipment availability and price list will be supplied upon request. Customer will receive a separate bill if an outside vendor is used. Requests to bring in audio visual equipment or services from an outside source must be submitted in writing to the Hotel at least thirty (30) days prior to the event date. All requests are subject to approval by the Hotel management and fees will apply based on actual usage.

AUDIO VISUAL SERVICES – INSPIRE is our audio-visual provider in house. Should you decide to use a Third Party for your Audio Visual needs a supervision fee will be applied. In the event an outside production company is used to produce audio visual events inside the hotel, a load-in and load-out fee will apply for any audio-visual production company bringing in audio visual with a rental value over \$5,000.00. A Load-in / Load-out Supervisor, if applicable, will be assigned to your production company for the load-in and load-out of their equipment. The Load-in fee will be \$375.00, and the load-out fee will be \$375.00 and will be applied to the group master bill.

Show Power is handled by the in-house Engineering Department. Please contact your Catering Manager should you require additional power for your contracted spaces.

Hilton St Petersburg Bayfront reserves the right to adjust the volume on any audio equipment at any event. Hotel has the right to adjust the volume of audio equipment at any time during any functions.

INDEMNIFICATION – To the extent allowable by law, each party to this Agreement shall indemnify, defend, and hold harmless the other party and its officers, directors, agents, and employees from and against any and all demands, claims, damages to person or property, losses and liabilities, including reasonable attorneys' fees (collectively, "Claims") to the extent arising out of or caused by the indemnifying party's negligence or willful misconduct in connection with the provision and use of Hotel as contemplated by this Agreement. This paragraph shall not waive any statutory limitations of liability available to either party, including innkeepers' limitation of liability laws, nor shall it waive any defense either party may have with respect to any Claim.

CONDUCT – Customer agrees to conduct the Event in an orderly manner in full compliance with applicable laws, regulations and Hotel rules. Customer assumes full responsibility for the conduct of all persons in attendance and for any damage, loss or liability incurred. In addition, in the event the conduct of the attendees at the Event causes the Hotel to offer a concession to another group and/or guest staying at the Hotel, Customer agrees to be responsible for the reimbursement to the Hotel for any concession offered to the other group. In the event the conduct of the attendees at the Event is determined, in the Hotel's sole discretion, not to be orderly or in full compliance with applicable laws, regulations and/or Hotel rules, Hotel reserves the right to immediately terminate the Agreement without penalty and attendees at the Event must leave the premises when instructed to do so. In the event the Agreement is terminated due to the conduct of the attendees of the Event, the Hotel shall be released from all liability associated with the Agreement termination. Further, in the event Customer misrepresents the nature of the

event and the content of the events is determined to be objectionable, in the Hotel's sole discretion, the Hotel has the right to immediately terminate the Agreement, without penalty and the Hotel is released from all liability associated with termination of the Agreement.

GOVERNING LAW/LITIGATION EXPENSES – The Agreement shall be governed by and interpreted under the laws of the state wherein the Hotel is located, and exclusive jurisdiction and venue for any legal proceeding shall be the county and city where the Hotel is situated. The parties agree that, in the event that litigation relating to the Agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorney's fees. This paragraph cannot be altered by the Hotel or Customer. Any attempts to change this paragraph are void.

ENTIRE AGREEMENT – This Agreement forms the entire agreement between the Hotel and Customer and is fully binding on the parties. No oral representations or other written agreements have been made by the parties.

Please sign below and return along with the requested deposit by 2024-06-06. Customer's signature indicates that Customer has read the Agreement, understands the Agreement's contents and has authority to execute the Agreement.

Florida Housing Finance Corporation

**By Ashford TRS Lessee II LLC dba Hilton St.
Petersburg Bayfront**

By: Angeliki G Sellers
[sign above] Angie.Sellers@floridahousing.org

Name: Angeliki G. Sellers
CFO

Dated: 06/10/2024 _____

By: Ivory Diehl
[sign above] ivorydiehl@remingtonhotels.com

Name: Ivory Diehl
Sales & Catering Administrator

Dated: 06/11/2024 _____

By: Jazmine Olson
[sign above] jazmine.olson@hilton.com

Name: Jazmine Olson-Cruz
Senior Sales Manager

Dated: 06/11/2024 _____

By: Sebastian Hansen
sebastian.hansen@hilton.com
[sign above]

Name: Sebastian Hansen
General Manager

Dated: 06/11/2024 _____

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Appendix A Additional Terms

The following statutorily-required terms and conditions are hereby appended to the Hilton St. Petersburg Bayfront (“Hilton”) Sales Agreement for August 22, 2024.

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 Hilton 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). Hilton 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., Hilton 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 Hilton is acting on behalf of Florida Housing.

If Hilton has questions regarding the application of Chapter 119, Florida Statutes, to Hilton'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. Hilton understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), Fla. Stat.
3. Hilton understands and agrees to comply with the provisions of Section 448.095, Fla. Stat.
4. Hilton attests, under penalty of perjury, that it does not meet any of the criteria in Section 287.138(2)(a) – (c), Fla. Stat.

There are no other changes to the remainder of the Agreement.

Florida Housing Financial Corporation

**By Ashford TRS Lessee II LLC dba Hilton St.
Petersburg Bayfront**

By: 
[sign above] *Angeliki G Sellers*
Angie.Sellers@floridahousing.org
IP: 164.51.195.222 Sertifi Electronic Signature
DocID: 20240610152143038

Name: Angeliki G. Sellers

Dated: 06/10/2024 _____

By: 
[sign above] *Ivory Diehl*
ivorydiehl@remingtonhotels.com
IP: 167.187.101.47 Sertifi Electronic Signature
DocID: 20240610152143038

Name: Ivory Diehl

Sales & Catering Administrator

Dated: 06/11/2024 _____

By: 
[sign above] *Jazmine Olson*
jazmine.olson@hilton.com
IP: 167.187.101.239 Sertifi Electronic Signature
DocID: 20240610152143038

Name: Jazmine Olson-Cruz

Senior Sales Manager

Dated: 06/11/2024 _____

E-Signed : 06/11/2024 11:09 AM EDT

Sebastian Hansen

By:

[sign above]

sebastian.hansen@hilton.com
IP: 167.187.101.45

Sertifi Electronic Signature
DocID: 20240610152143038

Name: Sebastian Hansen
General Manager

Dated: 06/11/2024