



GROUP ROOM & CATERING/MEETING SPACE AGREEMENT

| Especially Prepared for: | | Event & Hotel Information: | | |
|--------------------------|--------------------------------------|----------------------------|---|--|
| Group Contact: | Jenny Marshall | Date(s) of Event: | Thursday, 01/23/25- Friday, 01/24/25 | |
| Company Name: | Florida Housing Finance Corporation | Post to Reader Board As: | FL Housing BOD | |
| Address: | 227 N. Bronough Street Suite 5000 | Hotel Contact: | Niccole Neebling | |
| City, State, Zip: | Tallahassee, FL 32301 | Title: | Director of Sales, Catering & Marketing | |
| Phone: | (850) 488-4197 | Phone: | 239-659-3132 | |
| Fax: | | Fax: | 239-659-3114 | |
| Email: | Jenny.marshall@floridahousing.org | Emall: | nneebling@cooperhotels.com | |

Please review the following information carefully. The Hilton Naples agrees to hold the stated guest rooms & meeting space on a TENTATIVE basis until 06/14/2024. The Banquet Event Orders ("BEO") to be provided to you in connection with your event are part of this agreement.

Also attached is a Credit Card Authorization Form. This Credit Card Authorization may be used as the primary form of payment is required to settle charges at the conclusion of your program. Please complete all requested information on the Authorization Form.

Please review the attached and indicate your approval by signing the last page of the contract. All documents can be faxed to Niccole Neebling at the fax number 239-659-3114 or scan then email to nneebling@cooperhotels.com at your earliest convenience, if you have any questions, please do not hesitate to contact me directly at 239-659-3132.

GUEST ROOMS

| | King Standard | | |
|----------------|---------------|----------|--|
| | Rooms | Rate | |
| Thu 01/23/2025 | 50 | \$269.00 | |

Sleeping room rates are net non-commissionable and are quoted exclusive of applicable state and local taxes, fees and assessments. Quoted sleeping rates will be offered, based on availability, to your attendees 3 days before and 3 days after the above dates.

GUEST RESERVATION INFORMATION:

- Reservations Method: Attendee Website
 - Guests may call our toll-free number 1-800-445-8567 or www.Naples.Hilton.com
- Guest Room Payment Method: All guests are pay on own
- A 72 Hour Cancellation Notice is Required. Cancellations made less than three (3) days prior to the arrival date will incur a charge equal to one (1) night room & tax.
- Reservations must be received by Friday, 01/03/25. 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 space and rate-available basis
 after this date.
- Release of rooms for general sales following the Cut-Off Date does not affect group's obligation, as discussed elsewhere in this
 agreement, to utilize guest rooms.
- Every attempt will be made to accommodate special requests for room types and location. However, due to the arrival and departure
 patterns not all requests may be able to be fulfilled.
- Guest accommodations will be available after 3:00pm on arrival day and reserved until 11:00am on departure day, unless otherwise indicated within this agreement.
- Guest must present a valid ID and credit card in their name for authorization at check-in, unless otherwise arranged in advance.

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|--|--|-----|--------------------|---|
| Global Hilton Honor Event Planner | Name: | All | M | " |
| Program to: | | 101 | H | NIT |

Only the individual stipulated above is eligible to receive Event Planner Points.

Bonus Points will be associated on guest rooms revenue (reservations must be booked via the hotel directly, rooms booked outside block through third parties are not applicable), meeting room rental and organized food & beverage spend through banquets department. Taxes and service charges are excluded, Bonus Points are submitted once bill is paid in full. Please allow 8 weeks minimum to process once hotel has submitted bonus point request.



CATERING/MEETING SPACE

| Date | Time | Event Class | Room | Setup | Atd | Rental |
|---------------|--------------------|-------------|---------------------------------|---------------|-----|------------|
| Thu, 01/23/25 | 4:00 PM - 5:00 PM | Meeting | Sabal Palm Room | Hollow Square | 25 | \$1,000.00 |
| Frl, 01/24/25 | 8:00 AM - 11:00 AM | Meeting | Royal Palm Ballroom Salon CD | Theater | 150 | \$2,000.00 |

All Charges are subject to a Taxable 22% Service Charge Maximum capacity is 220 Theater in Royal Palm C-D

GUARANTEES

All meeting, function and event details (including times, breaks, audio visual requirements and space setup) must be received a minimum of ten (10) business days prior to date of function.

The guarantee number of attendance is due by 10:00am, seven (7) business days prior to the start of the event. If a guarantee is not given seven (7) business days before the event, the original estimated number of guests will be used.

A service charge of twenty-two (22) percent and applicable state sales tax of six (6) percent will be applied to all food, beverage, audio visual and meeting space rentals.

Banquet charges will be based on the final guarantee or actual number of guests served whichever is greater. Increases up to 5% are acceptable, but no decreases may be made after this time. No allowances or credit will be made if attendance is less than the guarantee.

OUTSIDE CATERING SERVICE PROVIDERS

All Food & Beverages services are provided by Hilton Naples. Use of outside catering services, "Take-Out" or delivery services (including bringing in your own food and beverage) is strictly prohibited in all meeting/banquet spaces. If this policy is neglected or breached in any way, a \$300 fee will apply. Special occasion cakes (i.e. wedding cakes) will be the only exception and a cake cutting fee of \$1.50 per person will apply.

EVENT SPACE AND ROOM RENTAL

The hotel reserves the right to reassign meeting rooms based upon final guarantee numbers, to a room suitable of accommodating the group and requirements.

All meeting/event rooms are setup in accordance with approved banquet event orders. Requests for change in room setup after the room has been fully set will result in a reset fee no less than \$50.

Your event space is available only at the times specified under the agenda on this contract. All event rooms will be made available one (1) hour prior to the start of the event. Additional setup time may be available at an additional cost.

VALET PARKING

The Hotel provides valet parking for events up to 100 guests.

Events over 100 guests will require additional valet service. A parking labor fee will apply for the required additional staffing to accommodate parking for your event. For Groups of 100-200 guests a \$250 labor fee, for 200-300 guests a \$450 labor fee and for groups of 300 and above a \$750 labor fee will be charged to the Master Account. Gratuities are appreciated and will be accepted by the valet staff unless the client chooses to host a \$2.00 per car gratuity.

BANNERS/SIGNAGE/DECOR

All displays, exhibits, decorations, signs, etc. must conform to city code fire ordinance rules. Any nalls, tacks, push pins, putty, duct tape used on walls, doors, ceiling and/or public area is prohibited and will result in a damage fee of no less than \$200. If items need to be placed on walls or ceiling, the items must be brought to catering department at least two (2) days prior to event for approval.

Use of confettl, glitter or sand is prohibited. Any use of glitter, confettl, sand or if other extensive cleanup is required, a cleaning fee of no less than \$400 will apply.

AUDIO-VISUAL EQUIPMENT

Audio-visual equipment needs are provided by AV Media, inc., the hotel's on-site audio-visual company. Outside audio-visual companies are NOT permitted at the hotel.

The Hilton Naples will be notified at least 10 days prior to event of any audio-visual equipment needs in any/all meeting rooms or function space. Should audio-visual equipment be required, the organization shall pay all charges associated with the acquisition, rental, or provision of such equipment for use in the function space.

TERMS & CONDITIONS

TAX EXEMPTION

For groups/organizations claiming exemption from Florida Sales Tax will be responsible to provide a copy of the State of Florida Tax Exempt Certificate before credit can be given for charges of applicable taxes and only to apply to food, audio visual and meeting room rental. Alcoholic beverages are taxable. Payment must also be made directly by the group/organization claiming exemption status. In the event that the Hotel does not receive from group a copy of the group's/organization's Tax Exempt Certificate, appropriate taxes will be charged when applicable.

SHIPPING & RECEIVING

Should you be shipping packages for your function, they must be addressed to the attention of the Catering Manager handling your function and marked with the name and date of your function. Due to limited storage space, we require that shipments not arrive any earlier than one (1) week prior to date of function. This pricing includes receiving and delivery of packages, cartons and boxes to meeting rooms. The hotel cannot be responsible for the loading or unloading of deliveries.

| 1 – 5 Items | No charge | | |
|------------------------|--|--|--|
| 6-10 items | \$50 | | |
| 11-20 items | \$75 | | |
| 21 or more items | Additional \$2.00 per item | | |
| Large crates / pallets | \$150 each (not to arrive more than 2 days prior to event) | | |

^{*}Hilton Naples does not have a "loading dock"

Assistance with shipping packages/boxes after the event is available and must be pre-arranged through the Catering Manager. A \$25.00 Service Charge for processing/handling out-bound shipments will apply for each different shipping location.

OPTIONAL AMENITIES:

BELL/VAN SERVICE:

"Under Door" Notice: \$1.00 per room/per notice (Ex: Departure Notices)

Box Delivery:

\$1.00 per box \$3.00 per bag

Golf Club Pull:

INDEMNIFICATION

To the extent permitted by law, you agree to protect, indemnify, defend and hold harmless the Hotel or the Owner, 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 solely out of the negligence or willful misconduct of the hotel.

FIRE SAFETY

You acknowledge that decorations, props or staging brought into the hotel may be subject to approval by the local Fire Department.

GOVERNING LAW

This contract shall be construed and interpreted in accordance with the laws of the state in which the hotel is located.

EXCUSED PERFORMANCES

The hotel shall not be liable for non-performance of the contract when such non-performance is attributed to government regulations, accidents, labor trouble, restrictions upon travel, transportation, food, beverage or supplies, or any other circumstances which are beyond the control of the Hotel. In no event shall the Hotel be liable for the loss of profit or other similar or dissimilar collateral or consequential damages, whether based on breach of contract warranty or otherwise. In no event shall the Hotel's liability be in excess of the total amount of the food, beverage and room rental minimum contracted. If the food or services agreed upon at the time of contract cannot be furnished due to market conditions or any other reason, other foods and services at the hotel's discretion may be substituted.

CONDUCT OF EVENT

The Group will undertake to conduct the Event In an orderly manner in full compliance with applicable laws, regulations and Hotel rules. Group assumes full responsibility for the conduct of all persons in attendance and for any damage done to any part of the Hotel's premises during any such time that premises are under the control of group, or group's agent, invitees, employees or independent contractors employed by Patron.

Groups/organizations will be liable for any damages, other than normal wear and tear too equipment, furniture, meeting rooms and exhibit area by employees, delegates and/or decorators and suppliers hired directly by organization. Additional cleaning fees may apply.

SECURITY

The Hotel will not be held responsible before, during or after for lost, stolen or damaged items left in the event rooms, regardless of whether those rooms are secured by personnel from your organization or the Hotel. If requested in advance, arrangements can be made with the Hotel for event rooms, locks, or special security at a cost to your organization.

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PAYMENT AND DEPOSITS

Payment is accepted for functions by credit card, cash or certified check only. Exception: Company/Personal bank checks are accepted two weeks prior to the event. Full payment of the estimated charges, other than by Company/Personal bank check, must be received no less than seven days (7) days prior to your function. A valid credit card will be kept on file to be charged for any additional charges incurred during event. Any remaining amounts due must be paid in full immediately upon conclusion of function.

All requests for corporate direct bill applications must be submitted to our credit department a minimum of twenty-eight (28) days prior to the function for approval. The submitting of a direct bill application does not guarantee approval until all references and bank information have been verified. "Social" functions are not eligible for direct billing. Direct bill invoices are due and payable thirty (30) days after the date of the event.

Initial deposit will be credited in full to your Master Account.

The Hilton Naples requires an initial advanced deposit of:

| Transaction Type | Charge Type | Date | Amount |
|------------------|-------------|-------------|------------|
| | | Deposit Due | \$2,000.00 |

IMPOSSIBILITY: Neither party shall be responsible for failure to perform this Agreement 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 declared war in the United States) make it illegal or impossible for the Hotel to hold the Event. The affected party may terminate this Agreement without liability upon written notice to the other party within ten (10) days of the occurrence.

AMENDMENTS/CHANGES: If this Agreement is returned signed but with changes, it shall not constitute an acceptance, but rather a counteroffer by you that may be accepted or rejected by the Hotel in our sole discretion. This Agreement will become a binding commitment upon signature by both you and us. Any amendments or changes to the arrangements described in this Agreement must be made in writing, signed by both you and us. This Agreement, including all exhibits attached hereto (if any), upon signature by both parties below, constitutes the entire understanding between the parties and may not be amended or changed unless done so in writing and signed by Hotel and Group.

THIS AGREEMENT SHALL BIND ALL PARTIES AFTER RECEIPT OF A FULLY EXECUTED COPY OF THIS AGREEMENT AND COUNTER SIGNATURE BY AN AUTHORIZED AGENT OF THE Hilton Naples.

ALL MODIFICATIONS TO THIS AGREEMENT, IF ANY, SHALL BE MADE IN WRITING AND MUST BE SIGNED AND INITIALLED BY ALL PARTIES BY 05/14/2024.

| Approved a | and Authorized by Group: | | Approved and Authorized by Hotel: |
|--------------------------|---------------------------|----------------|---|
| Account Name: Florida No | using Finante Corporation | Hotel: | Hilton Naples // |
| Signature: | AAAS | Signature: | Parel e Xissel FOR |
| Name: Angeliki G. | Sellers | Sales Manager: | Niccole Neebling |
| Title: Chief Fina | ncial Officer | Title: | Director of Sales, Catering & Marketing |
| Date: Lo-Lo | -24 | Date: | 6/7-12024 |
| | | | C / |

Appendix A Additional Terms

The following statutorily-required terms and conditions are hereby appended to the Hilton Naples ("Hilton") Group Room & Catering/Meeting Space Agreement for January 23 - 24, 2025.

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.