



December 23, 2024

Jenny Marshall  
Florida Housing Finance Corp.  
227 N Bronough St. Suite 5000  
Tallahassee, FL 32301

Dear Jenny,

Please accept this letter as a formal cancellation to the agreement between Florida Housing Finance Corp and the Hyatt Regency Sarasota. The agreement signed on June 6, 2024, has been cancelled with no further action required by group or hotel. We wish you all the best for a successful program at the Westin Sarasota.

Sincerely,

A handwritten signature in black ink, appearing to read "Debra Devito".

Debra Devito

*Director of Sales & Marketing*  
Hyatt Regency Sarasota



HYATT REGENCY SARASOTA  
 1000 BOULEVARD OF THE ARTS  
 SARASOTA, FL 34236- US  
 Telephone: (941) 953-1234  
 Fax: (941) 952-1988

## GROUP SALES AGREEMENT

This Agreement is made and entered into as of date noted below by and between **Interstate Management Company, LLC as agent for KT SARASOTA BAY, LLC d/b/a Hyatt Regency Sarasota** (hereinafter referred to as "Hotel") and Company/Organization noted below hereinafter referred to as "Group". Group agrees that the terms of this Agreement are based upon the information provided below. In the event that the information provided by Group materially change or is incorrect, then this Agreement may be terminated.

### SECTION ONE: DESCRIPTION OF THE EVENT

- **Date:** 6/6/24
- **Company/Organization:** Florida Housing Finance Corp.
- **Event Name and general description of event:** Florida Housing Finance Corp.
- **Arrival Date:** Jul 31 2025
- **Hotel Booking #:** 32306814
- **Contact Name:** JENNY MARSHALL
- **Contact Phone:** (850) 488-4197
- **Email:** jenny.marshall@floridahousing.org
- **Contact Address:** 227 N BRONOUGH ST STE 5000 , TALLAHASSEE, FL 32301-1367
  
- **Hyatt Sales Manager:** Timothy Bell, Senior Sales Manager
- **Manager Phone:** 941.350.6325
- **Manager E-mail:** tim.bell@hyatt.com

### SECTION TWO: SPECIAL CONSIDERATIONS

- Rates available 3 days pre and post the meeting date, subject to availability
- Daily Resort Fee Waived (Normally \$30 per room per night)
- (2) two upgrades to One Bedroom Executive Suite for 1 night each at the group rate
- Meeting Room Rental reduced to \$2,500 with catering F&B minimum of \$1,500
- Complimentary standard Wi-Fi in Guestrooms
- Discounted Valet Parking of \$20.00 per vehicle (day-use or overnight), normally \$45.00
- 10% discount on AV when using Encore exclusively

### SECTION THREE: GROUP ROOM RESERVATIONS

**GUEST ROOM ACCOMMODATIONS:** For the dates shown, Hotel agrees to hold the noted room nights.

Unless as indicated in this Agreement, Hotel does not guarantee any particular rooms nor does it guarantee that rooms will be in proximity to each other.

Room Type	07/31/25
Kings or Double Doubles	50

**Total Contracted Guest Room Block: 50**

### GUEST ROOM RATES

Hotel's Initials  Group's Initials   
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The Hotel is pleased to confirm the following room rates for the Group:

ROOM	RATE
Kings or Double-Doubles	\$149.00

Room rates are quoted exclusive of applicable state and local taxes (currently 6% Occupancy & 7% Sales taxes totaling 13%) or applicable service, or hotel specific fees in effect at the Hotel at the time of the booking. If Group is tax-exempt, it must present all documentation required by Hotel in advance and pay in the manner specified by Hotel in order to qualify for said exemption. If Group is claiming tax-exempt status, Group hereby accepts all liability and agrees to indemnify Hotel to the extent allowable by law for all taxes paid and all costs incurred, including attorney fees, if a taxing authority requires that the Hotel remit tax for the room nights covered by this Agreement. Additional \$20.00 per person, per night over double occupancy to apply (excluding children 17 and under). All reservations paying on own may require a deposit of one (1) night's room and tax by certified check or credit card to be charged upon reservation. Guests not arriving for a scheduled reservation will forfeit the one (1) night deposit and the remainder of the reservation will be released. After arrival, guests departing earlier than reserved will be charged one (1) night room and applicable tax.

**NON-COMMISSIONABLE:** The Guest Room Rates set forth above are confirmed on a net, non-commissionable basis.

**CUT-OFF DATE: 07/10/25 (Special 3-week)** - After this date, rooms not reserved shall be released from Group's room block and Hotel may contract with other parties for the use of such rooms. Hotel will continue to accept reservations from Group's attendees after that date at the prevailing room rate, subject to availability. The release of rooms after the cut-off Date does not release Group from its liability for Lost Revenues as provided for in this contract.

**CHECK-IN/CHECK-OUT:** The Hotel's check-in time is 4 PM. Check-out time is 11 AM.

**METHOD OF RESERVATIONS; INDIVIDUAL RESERVATIONS:** Hotel recommends using Hyatt's web-based reservations system to make room reservations. Reservations must be made on or before the Cut-Off Date specified. If the group rate is no longer available, prevailing rates may be offered for some or all of your dates based on availability.

- For "Individual Reservations" these reservations may be made, modified or cancelled by attendees via a URL provided by Hotel and published by Group to potential attendees or by calling (877) 803-7534 or (941) 953-1234 and referring to Group or Event name.
- For "rooming list", the list must indicate the name of each guest, the types of sleeping rooms desired (king, double), the arrival and departure dates for each guest. If a form of payment is not identified all reservations made by rooming list will be automatically guaranteed for late arrival by Group. If guests identified on the rooming list do not check in, Group's Master Account will be charged for the first night of all no-shows and cancellations that occur prior to 72-hours of arrival.

**GUESTROOM PAYMENT:**

**Individual Pay on Own:** Attendees will pay their own room, tax and incidentals incurred by them at the Hotel. At the time of check-in, guests will be required to pre-pay for their estimated charges by a credit card authorization, cash or certified check.

**Room & Tax to Master:** Room and tax will be covered by the group's master for staff, Speakers and Designated VIPs. Attendees will pay their own incidentals incurred by them at the Hotel. At the time of check-in, guests will be required to pre-pay for their estimated charges by a credit card, cash or certified check.

**COMPLIMENTARY ROOMS:** Hotel agrees to provide Group with 1 complimentary room night for every 50 revenue generating room nights occupied per night, provided that the total utilization of the sleeping rooms exceeds 80% of the room block. In Order for Group to receive complimentary rooms, Group must, at least thirty (30) days prior to Group's arrival, provide Hotel with a list of individuals who will occupy the complimentary. If Group does not earn the requested number of complimentary rooms, the appropriate room and tax charges will be placed on the Group's Master Account. Unused complimentary units shall have no value and will not be credited to the Group's Master Account.

**RESORT FEE:** The Resort Fee of \$30.00 (Has been waived) per room, per day plus applicable tax provides for use of the resort activities and amenities which include:

- Two bottles of water daily in your guest room
- Use of hotel business center
- Local and 800# calls
- Daily cold towels/popsicles poolside
- Use of pool toys including water floats, snorkel, fins and masks
- Poolside activities
- Watersports including kayaks, paddle boards and paddle boats
- Scheduled shuttle to/from St. Armand's Circle, Lido Beach and Downtown Sarasota

Hotel's Initials   *JB*   Group's Initials   *JS*    
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- Use of bicycles and helmets
- Use of fishing poles and bait
- 20% discount on green fees at IMG Academy of Golf Club

**ADDITIONAL COSTS/ FEES:** In the event the Group's attendees are required to pay any of the referenced Room Rates, Additional Costs, or Additional Taxes, then Group shall fully and accurately disclose the same to its attendees prior to the attendees incurring any obligation(s) for these payments. The Hotel assesses a taxable Administrative Charges\*, as specified below, on all food and beverage charges, meeting room or exhibit space rental, audio visual and miscellaneous charges.

Services	Rates	Bill to Master	Bill to Individual	Individual's Discretion
Bellman (Suggested)	\$ 8.00 per person, Round Trip			X
Room Attendant (Suggested)	\$ 3.00 per day, per room			X
Banquet/ Catering Food & Beverage	24%	X		
Administrative Charges* (Taxable)				
Bartender Fee (applies to cash bars) *2	\$150.00+ per bartender, per event			

\*A portion of the Administrative Charges\* (19.5)% will be distributed to Hotel staff who provide services during the Event as additional compensation for their services, while the remainder (4.5)% will be applied to other costs and/or expenses and will not be distributed to Hotel staff. Group will have the option, when providing the final Event payment, to add gratuity that will be distributed to the Hotel staff that provided services during the Event. Group or Group's Attendees may also provide gratuities to Hotel staff during the Event. \*\* One bartender per 100 guests is recommended.

#### **SECTION FOUR: MEETING ROOM/BALLROOM AND CATERING SERVICES**

**MEETING ROOMS:** Upon the signature of this Agreement, Hotel reserves and Group guarantees payment for the following meeting room space for the specified days/times.

Day	Date	Start Time	End Time	Function	Setup	# of Guests	Room	Rental
Fri	08/01/25	08:30 AM	11:30 AM	BOARD MEETING	SPECIAL SET	125	BALLROOM NORTH	\$2500.00

Hotel reserves the right to assign and change specific meeting room space at its discretion. Group must obtain final approval from Hotel before publishing meeting room names.

**MEETING ROOM RENTAL:** The above space will be available at the room rental rates or as noted in the function grid (\$2,500.00). Meeting room rental is subject to all applicable local and state taxes. If Group modifies the room block or food and beverage functions, the Hotel reserves the right to increase meeting room rental charges accordingly.

**CATERING SERVICES/F&B MINIMUM:** A minimum of \$ 1,500 in Catering food and beverage must be spent at Group's function (the "F&B Revenues"). These F&B Revenues do not include room rental, meeting space rental, Administrative Charges, tax and labor charges, audio-visual, parking or any other miscellaneous charges incurred. Group is required to pay Hotel the full F&B Revenues, regardless of whether Group actually charges that amount. Group is required to pay Hotel any amounts exceeding the F&B Revenues. Any shortfall from this commitment shall be charged as meeting room rental.

#### **FOOD & BEVERAGE POLICY**

Due to licensing and insurance requirements, all food and beverage to be served on Hotel property must be supplied and prepared by Hotel. In addition, no remaining food or beverage shall be removed from the premises. At the conclusion of the function, such food and beverage becomes the property of Hotel.

- Menu prices will be confirmed **twenty-one (21) days** prior to scheduled function.
- Food and beverage prices are subject to a **twenty-four percent (24%)** Administrative Charges and applicable taxes.
- A portion of the Administrative Charges (19.5) % will be distributed to Hotel staff who provide services during the Event as additional compensation for their services, while the remainder (4.5) % will be applied to other costs and/or expenses and will not be distributed to Hotel staff. Group will have the option, when providing the final Event payment, to add gratuity that will be distributed to the Hotel staff that provided services during the Event. Group or Group's Attendees may also provide gratuities to Hotel staff during the Event.
- Final menu selections must be submitted to Hotel's Catering Office at least **twenty-one (21) days** in advance; otherwise, items selected cannot be guaranteed. At the time final menu selections are made, Group shall review, approve and initial the final menu. Other than specifically stated in the approved menu (or otherwise agreed in a separate writing signed by Group and the General Manager, Hotel will not be responsible for any specific dietary requests or requirements.
- The Catering Office must be notified of the guaranteed attendance no later than noon **three (3) days** prior to the scheduled function. Guaranteed attendance for functions scheduled Monday must be received by noon on the preceding Wednesday. Hotel agrees to set **three percent (3%)** over the guaranteed attendance for banquets. Guarantees of attendance are not subject to reduction and Hotel will charge the Group's Master Account, at a minimum, the amount due in accordance with the guaranteed attendance.

Hotel's Initials \_\_\_\_\_



Group's Initials \_\_\_\_\_



- Group will have available an authorized representative at the event who will be presented a check prior to the conclusion of the event. Such representative shall verify that all charges are correct and consistent with this Agreement and any changes and shall sign off on such check.
- The Hotel agrees to set seating for up to 3% over the food and beverage guaranteed figure for any individual function, to a maximum of (20) additional seats. If the number of guests served is greater than the Guarantee, you are responsible for the total number of guests served. If your guaranteed attendance increases by more than 3% less than 48 hours prior to your event, the Hotel will charge a 10% surcharge on the menu price for the additional covers due to increased costs incurred.
- **Set up Fees: Outdoor functions: \$150 set up fee per event subject to 24% Administrative Charges & applicable tax.**
- **Changes day of fee: Any changes are made that causes hotel to use additional labor there will be a fee of \$200.00 subject to 24% Administrative Charges & applicable tax**

**SECTION FIVE: BILLING/CREDIT PROCEDURES**

**MASTER ACCOUNT PAYMENT:**

**CREDIT CARD:** Payment will be guaranteed with your credit card. The following credit card authorization form must be completed in full and returned with the Agreement. An estimate of the anticipated charges will be posted to this card fourteen days (14) days prior to arrival. At the conclusion of the event and accounting review, any estimated amounts due as a refund will be credited back to the credit card.

**DEPOSIT:** An advance payment of **WAIVED** will be required in order to hold arrangements on a definite basis. The advance deposit represents a "good faith" payment that will be used in part to pay for any attrition or cancellation fees that may be incurred. This advance payment is due with the contract and will be credited toward the Master Account. Any unused portion of the advance deposit will be refunded to GROUP within 30 days of group's departure.

**EVENTS AND OTHER CHARGES PAYMENT:**

GROUP will be responsible for all other charges incurred pursuant to this Agreement, including function room rentals, audio visual charges, catered group food and beverage, and ancillary charges.

**SIGNING AUTHORITY:** The Hotel must be notified in writing at least forty-five days prior to Group's arrival of those individuals authorized to sign on behalf of the Group for charges to the Master Account. The following individual(s) have the proper authority to sign for the Group's Master Account and/or bind the Group:

Name: Angeliki Sellers

Signature: 

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**SECTION SIX: CANCELLATION/MODIFICATION**

**CANCELLATION/NO SHOW OF ROOM RESERVATIONS:** Notice of cancellation is required 72 hours prior to arrival to avoid one night's room & tax as penalty for late cancellation or no-show. The method of payment given to make the reservation will be charged or for room reservations made by group rooming list, these reservations are guaranteed by group and the master account will be charged the fee if applicable.

**CANCELLATION:** Cancellation Fees have been waived for this group.

**ROOMS ATTRITION:** Guest Room Attrition has been waived for this group

**SECTION SEVEN: MISCELLANEOUS**

**SIGNS AND DISPLAYS/USE OF HOTEL NAME:** Group shall not display signs in Hotel nor use the name/logo of the Hotel in any promotional brochures or ads without prior approval of the General Manager of Hotel. It is further agreed that no sign, banner or display shall be affixed to any part of Hotel. Any damages caused to the walls, fixtures or carpet will be billed to Group.

**SHIPPING AND HANDLING:** Hotel will accept shipments no earlier than three (3) days prior to the arrival day of the convention.

Please address all shipments to:

Attention: Guests' Name Arriving on "Date"  
 Name of Convention/ Attn: Name of Convention Services Manager  
 Hyatt Regency Sarasota, 1000 Blvd of the Arts, Sarasota, FL 34236

Shipment handling charges will apply as follows:

- No charge for letters from FedEx, UPS, DHL, RPS and Airborne

Hotel's Initials



Group's Initials



- Under 50 lbs-\$5.00/Box
- 50-75 lbs-\$10.00/Box
- Over 75 lbs-\$20.00/Box
- Pallets \$100.00/Pallet

Storage Charges will apply to any/all materials received more than 7 calendar days before date of guest pick up

- \$25 / per day prior to the 7-day limit
- \$50 / to palletize boxes to facilitate storage (this charge is in addition to the storage charge)

Additional Charges

- There is a \$30/hour or any portion of an hour / per man charge when shipping and receiving staff is involved in the unloading/loading, breakdown/set up/packaging of parcels/convention/exhibit materials in addition to above charges.

**PARKING:** The current parking fees are as follows (per vehicle/per night exclusive of tax):

- Valet Day Visitor/\$8 - Valet Overnight/\$25
- Self Day Visitor/Complimentary - Self Overnight/\$15

**ROOM DELIVERIES:** Any guest room deliveries must be approved by the main convention Group contact. Please consult with your CSM for the proper coordination of all deliveries. All room deliveries, including flyers, agendas, departure notices, letters and cards, will be placed in guest rooms either on the bed or the nightstand and will be charged at \$4 per room and personalized bag will be charged at \$5 per room. A per item service fee will be charged to client's account.

**SECTION EIGHT: GENERAL PROVISIONS**

**HOTEL CONTACT/NOTICES:** All notices, offers, acceptances, requests and other communications hereunder shall be in writing and shall be deemed to delivered if hand delivered or sent by Federal Express, or certified or registered mail to the Group contact on the first page of this Agreement, or, if to Hotel, to the following address: Hotel Address: **1000 Blvd of the Arts, Sarasota, FL 34236** Attn: Sales Manager of this contract. Hotel may change Hotel's designated contact at any time upon notice. Hotel will not be bound by any notice unless delivered to Hotel in the manner specified herein.

**DAMAGE CLAUSE:** In the event that damage to any Hotel property occurs as a result of any guest related to Group, Group assumes all liability and expense and agrees that, in addition to any other rights as against such guest or others, Hotel may charge Group's Master Account or directly bill Group for all such charges. Group shall indemnify, defend and hold harmless Hotel and its officers, directors, partners, affiliates, members and employees from and against all demands, claims, damages to persons and/or property, losses and liabilities, including reasonable attorney fees (collectively "Claims") arising out of or caused by Group's negligence or intentional misconduct. Group does not waive, by reason of this paragraph, any defense that it may have with respect to such Claims.

**GROUP'S PROPERTY:** Group agrees Hotel will not be responsible for the safe-keeping of equipment, supplies, written material or other valuable items left in function rooms, guest rooms or anywhere on Hotel property other than the Hotel safe. State laws will govern Hotel's liability for items stolen in guestrooms or items kept in Hotel's safe. Group is responsible for securing any such aforementioned items and hereby assumes responsibility for loss thereof. Group may not rely on any verbal or written assurances provided by Hotel staff, other than as provided in this Agreement.

**INSURANCE:** Property of Group is the sole responsibility of the Group and/or its owner. Group agrees that it has procured sufficient insurance to cover the loss of such property and waives any claims under Hotel's insurance policy for the loss of Group's property or the property of any of its attendees or invitees.

**FORCE MAJEURE:** The performance of this Agreement is subject to any circumstances making it illegal or impossible to provide or use Hotel facilities, including Acts of God, war, government regulations, disaster, strikes, civil disorder or curtailment of transportation facilities. This Agreement may be terminated for any one of the above reasons by written notice from Hotel or Group.

**DISPUTE RESOLUTION:** Hotel and Group agree to use its best efforts to resolve any disputes under this Agreement through informal means. In the unlikely event that formal action must be taken, this Agreement will be interpreted in accordance with the laws of the State in which the Hotel is situated and the exclusive venue for any dispute arising out of this Agreement shall be in the county or city in which the Hotel is situated. The prevailing party to any litigation shall be entitled to recover, in addition to damages, all legal costs and reasonable attorney fees as fixed by the Court, both at the trial and appellate levels, and in any bankruptcy case and post

judgement proceedings. To the extent allowed by law, the parties hereto hereby waive the right to a jury trial in any action or proceeding regarding this Agreement.

**COMPLIANCE WITH LAWS.** Group shall comply with all Federal, State and local laws, rules and regulations with respect to its activities on Hotel property, including obtaining any permits required for Group's activities during the event. Hotel may require Group to present proof of such compliance prior to the event. Group relies upon Group's attendance projections in reserving the appropriate room(s) and in observing all federal, state and local regulations regarding room capacity limitations and health, safety and fire codes. Hotel reserves the right to take all necessary actions to cause the event to be in compliance with all laws, rules and regulations, including (1) closing the Event, (2) requiring certain guests to leave the event, (3) restricting access to the event, (4) restricting the consumption of alcoholic beverages, and (5) monitoring the event. If the Hotel decides, in its discretion, to take any of the actions above, it shall do so without penalty and Group shall remain liable for all obligations under this Agreement.

**RIGHT OF INSPECTION/ENTRY:** Hotel will have the right to enter and inspect all areas of the hotel. If Hotel observes any illegal activity or activity that may result in harm to persons or objects, Hotel has the right to immediately cancel the event, in which case all of Group's guests and invitees must immediately vacate the meeting room premises. In such event, Group will remain liable for all fees and charges related to the function pursuant to the terms of this Agreement.

**WORLD OF HYATT LOYALTY PROGRAM**

Approximately (30) business days after the conclusion of the Event (provided that the Event is not cancelled and Group has otherwise complied with the material terms and conditions of this Agreement), the Hotel will award **World of Hyatt** Points based on the current rules and policies governing the **World of Hyatt Loyalty Program** to the Member(s) identified below:

**CHECK ONE OPTION BELOW:**

**World of Hyatt Points to the Contact or authorized individual(s)** (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement). Points may be allocated to a maximum of three (3) individuals for a total of 100%.

1. Member Name \_\_\_\_\_ % of points \_\_\_\_\_  
World of Hyatt Member Number \_\_\_\_\_

**Decline to accept World of Hyatt Points.** The Contact and the Authorized Signer of this Agreement elects not to receive (and hereby waive the right to receive) award Points in connection with the Event.

The number of Points shall be determined pursuant to the World of Hyatt Program Terms and Conditions, as in effect at the time of the award. World of Hyatt Loyalty Program Terms and Conditions are available on-line at [www.hyatt.com/world](http://www.hyatt.com/world) and may be changed at the sole discretion of the World of Hyatt Loyalty Program at any time and without notice. The individual(s) identified above may not be changed without such individual(s)' prior written consent. All requests for rewards must be submitted in writing prior to actualization of the event. All Loyalty Program Terms and Conditions apply.

**NO ASSIGNMENT:** Group may not assign or transfer this Agreement or any part thereof without the written consent of Hotel. Any attempted assignment or transfer by Group without such consent may, at the option of Hotel, be deemed to be a cancellation of this Agreement by Group, in which case Group shall remain liable for all cancellation charges set forth herein.

**ENTIRE AGREEMENT:** This Agreement and any exhibits hereto constitutes the entire agreement between the parties and supersedes any previous communications, representations or agreements, whether written or oral. Any changes to this Agreement must be made in writing and signed by authorized representative of each party.

**MISCELLANEOUS:** The persons signing this Agreement each warrants that they are authorized to bind the party for which they are signing. Any provision of this Agreement that is deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement.

**SECTION NINE: ACCEPTANCE**

If a signed original of this Agreement has not been received by the Hotel prior to decision date/contract due date noted below, Hotel shall have the right to contract with other parties for the use of the room block, meeting room and catering services without further notice to Group. In the event Hotel has a request for the rooms requested by Group prior to decision date, and Hotel has not received Group's signed Agreement, Hotel will contact the Group for a decision. In such event, if Hotel does not receive Group's

Hotel's Initials   *TH*   Group's Initials   *ES*    
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signed Agreement within five (5) business days, Hotel will have the right to contract with another party without any further notice to Group.

**Decision Date/Contract Due Date: 06/14/24**

IN WITNESS WHEREOF, Hotel and Group have executed this Agreement in manner and form sufficient to bind them as of the date and year set forth on page one of this Agreement:

FOR HOTEL  
Interstate Management Company, LLC  
as agent for KT SARASOTA BAY, LLC  
d/b/a Hyatt Regency Sarasota

By: Timothy Bell,

Title: Senior Sales Manager

Signed: \_\_\_\_\_

Date: \_\_\_\_\_



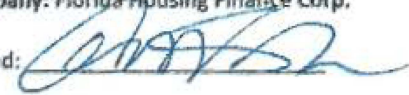
FOR GROUP  
Company: Florida Housing Finance Corp.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

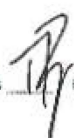


Angeliki G. Sellers

CFO

6/6/2024

Hotel's Initials \_\_\_\_\_



Group's Initials \_\_\_\_\_





## **Appendix A Additional Terms**

The following statutorily-required terms and conditions are hereby appended to the Hyatt Regency Sarasota ("Hyatt") Group Sales Agreement for July 31 – August 1, 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 Hyatt 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). Hyatt 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., Hyatt 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 Hyatt is acting on behalf of Florida Housing.

**If Hyatt has questions regarding the application of Chapter 119, Florida Statutes, to Hyatt'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. Hyatt understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), Fla. Stat.
3. Hyatt understands and agrees to comply with the provisions of Section 448.095, Fla. Stat.
4. Hyatt 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.