



# SHERATON

Orlando North Hotel

## GROUP SALES AGREEMENT

600 North Lake Destiny Road, Maitland, FL 32751

Phone: (407) 551-7624 | Fax: (407) 551.7535 | Email: [AJ.Moore@SheratonOrlandoNorth.com](mailto:AJ.Moore@SheratonOrlandoNorth.com)

This Agreement is made and entered into as of **Tuesday, July 15, 2025**, by and between **CL1 Orlando LLC d/b/a Sheraton Orlando North** (hereinafter referred to as "Hotel") and **FLORIDA HOUSING FINANCE CORPORATION** (hereinafter referred to as "Group"). Group agrees that the terms of this Agreement are based upon the information provided by group below. This Agreement will become binding on both parties only after it is signed by both parties.

### ARTICLE I: GROUP INFORMATION

Hotel shall provide accommodations for the following Event as pursuant to the terms and conditions of this Agreement:

**Event Name and general description of event:** **FHFC BOARD MEETING April 2026** (hereinafter the "Event").

Group Dates: **April 30-May 1, 2026**  
Reference #: **M-V9Z1LEZ**

Group Contact Name: **Lauren Cronin, Board Liaison**  
Group Contact Phone: **850.488.4197**  
Group Contact E-Mail Address: [Lauren.cronin@floridahousing.org](mailto:Lauren.cronin@floridahousing.org)  
Group Contact Address: **227 N Bronough Street, Suite 5000, Tallahassee, FL 32301**

### ARTICLE II: GROUP ROOM RESERVATIONS

#### 2.1 SLEEPING ROOMS AND RATES.

Hotel agrees that it will provide, and Group agrees that either Group or guests attending the Event (as specified below) will purchase, room nights in the Hotel in the following pattern (the "Room Block"):

| Room Type                 | Thursday<br>4/30/26 | Friday<br>5/1/26 |
|---------------------------|---------------------|------------------|
| Deluxe 1 King or 2 Queens | 50                  | c/o              |

**Total Room Nights: 50**

In consideration of the room night commitment and the functions identified on the Function information agenda, Hotel will provide Group with the following special concessions:

- No resort fees
- Complimentary guestroom standard Wi-Fi Internet
- Complimentary basic Wi-Fi Internet in Meeting Room
- 1 VIP sleeping room upgrade at the group rate to best available at time of check-in
- 1 complimentary VIP Welcome Amenity for on-site Group leader
- Bonus Marriott Bonvoy points to a designated Marriott member for group booking

**Guest Room Rates.** The hotel is pleased to confirm the following room rates for the group.

| Room                      | Single/Double<br>Group Rate |
|---------------------------|-----------------------------|
| Deluxe 1 King or 2 Queens | \$169                       |

The above rates will be offered, on a space-available and rate-available basis, to Event attendees 3 days prior and 3 days after the dates of the Event. Rates for the additional days may differ from the original group rate. Requests will be accommodated to the best of the Hotel's ability. Check-in time is 3:00 p.m. ET. Check out time is 12:00 noon. Attendees will receive accommodations prior to 3:00 p.m. ET as available. All late checkouts are subject to the hotel's availability that day and should be considered a request only. Unless previously approved in writing, any rooms found to be occupied after the hotel's standard checkout time of 12:00 p.m. ET will be subject to a minimum 50% charge of the prevailing Retail room rate plus tax.

**2.2 TAXES.**

Currently guest room taxes total 12.5%. The above rates do not include any applicable state or municipal taxes, fees or assessments. Group shall be responsible for any applicable taxes, fees or assessments, the amounts of which are subject to change by applicable government agencies with or without notice. If Group is claiming tax-exempt status, then (1) Group must present all documentation required by Hotel by the Cutoff Date and pay in the manner specified by Hotel and (2) Group hereby accepts all liability and agrees to indemnify Hotel for all taxes paid and all costs incurred, including attorney fees, if a taxing authority requires that Hotel remit tax for the room nights covered by this Agreement. **Any credit card number must be masked so that no more than the first six digits and the last four digits are displayed.**

**2.3 PARKING.**

Sheraton Orlando North offers Group self-parking **included in the room rate**. Day-use only attendees are offered a daily discounted rate of **\$10.00** plus 6.5% tax for self-parking for the attendees of your event. (*Self-parking is valued at \$20+ per vehicle per day.*) Please inform your Convention Services Manager about coach parking exceeding 20 passengers or more so that they might reserve the necessary area during the Group's stay. Coach parking is available at \$75.00 per day, per coach.

**2.4 ARRIVAL DATE.**

The term "Arrival Date" in this Agreement refers to earlier of the first date of the Room Block and the first of any Functions.

**2.5 CUT-OFF DATE.**

After **April 9, 2026** (the "Cut-off Date"), Hotel shall be permitted to release, for sale to the general public or to other groups, any room nights in the Room Block that have not been reserved as provided in this Agreement. Hotel will continue to accept reservations from Group's attendees after that date at the prevailing room rate, subject to availability. The release of room nights after the Cutoff Date shall not release Group from any liability for Sleeping Room Performance as provided in this Agreement.

**2.6 INTERMEDIARY COMMISSION OR FEE.**

All rates are non-commissionable.

**2.7 SLEEPING ROOM RESERVATIONS.**

**Rooming List.** Group must submit a room list to Hotel by the **Cut-off Date**. Reservations made by rooming list will only be allowed if Group is approved for a Master Account pursuant to Section 4.1. 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. Group's Master Account will also be charged for any sleeping room cancellations made within forty-eight (48) hours of the Arrival Date.

Please use the template being forwarded with the agreement for submitting your rooming list.

### **ARTICLE III: PERFORMANCE REQUIREMENTS**

#### **3.1 SLEEPING ROOM PERFORMANCE.**

Group acknowledges that if it holds the Event, but Group and/or guests attending the Event do not purchase the full amount of the Room Block, then Hotel will be harmed. Group also acknowledges that the actual amount of Hotel's damages from sale of less than the full amount of the Room Block would be difficult to calculate. Therefore, the parties agree that if the Event is held, but less than eighty percent (80%) of the Total Guestroom Revenue is generated, then Group shall pay Hotel, as liquidated damages and not as a penalty, an amount equal to the difference between the immediately aforementioned percentage of the Total Guestroom Revenue and the actual guestroom revenue generated during the Event, plus any applicable taxes (the "Sleeping Room Performance Fee"). Any Sleeping Room Performance Fee will be added to the Master Account.

### **ARTICLE IV: FUNCTION ROOM AND CATERING SERVICES**

#### **4.1 FUNCTION ROOMS.**

Hotel shall make the following reservations of meeting spaces for group functions during the Event ("Functions"):

| <b>Date</b>      | <b>Times</b>   | <b>Function</b>                    | <b>Set-up</b> | <b>Attendees</b> | <b>Function Room</b> |
|------------------|----------------|------------------------------------|---------------|------------------|----------------------|
| Friday<br>5/1/26 | 8 am – 12 noon | Board Meeting with<br>Coffee Break | Special       | 150              | <i>Oscar Wilde 1</i> |

All food and beverage served on the premises of Hotel must be supplied and prepared by Hotel. In addition, no remaining food or beverage shall be removed from the premises of the Hotel. At the conclusion of any Function, such food and beverage shall become the property of Hotel.

Hotel reserves the right to modify the meeting rooms contracted, provided such modification is of like meeting space and is suitable for the number of attendees, set-up, and type of function, but will only do so after consulting with the Group in writing. Group must obtain final approval from Hotel before publishing function room names.

#### **4.2 FUNCTION ROOM USAGE FEES.**

Hotel will charge Group the Function Room Usage Fee of **\$2,500++** for the function space identified above. If Group seeks to modify the Room Block or the size or number of Functions, Hotel reserves the right to increase the Function Room Usage Fees.

#### **4.3 BANQUET SERVICES.**

A minimum of **\$500.00++** in 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, service 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. Service fees = 23% and Taxes = 6.5%. Service fees are taxable.

#### **4.4 LIQUOR LICENSE.**

Group 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.

#### **4.5 FUNCTION ROOM & CATERING SERVICE CHARGES.**

Function Room rental and catering charges are subject to a mandatory 23% taxable service fee, and applicable local and state taxes. The mandatory service fee will be posted to Group's Master Account.

#### **4.6 FUNCTION ROOM SET-UP AND OPERATION.**

Group must obtain advance written approval from Hotel before Group, or any independent contractor of Group, may set up its own equipment, displays or facilities for any Function. Group and/or any such contractor shall coordinate all such deliveries/set ups with sufficient advance notice to Hotel. Group will be responsible and shall indemnify Hotel for any damage that Group, or its employees, agents or contractors, causes to persons or property within Hotel arising out of or related to any property brought to Hotel's premises by Group or any contractor of Group or by setup or operation of any equipment, facilities or displays on the premises of Hotel by Group or any independent contractor of Group.

If there are extensive function room set-ups or elaborate staging, Hotel may charge additional set-up fees, as mutually agreed. If equipment is necessary that exceeds Hotel's inventory, then Group agrees to pay for the cost of renting the additional equipment. If any rigging is required, it must be arranged through the Hotel and Group shall be responsible for all rigging costs.

#### **4.7 MENU AND ATTENDANCE COUNT.**

Menu prices will be confirmed no later than 45 days before Arrival Date. Food and Beverage prices shall be quoted exclusive of any applicable taxes. Group shall be responsible for all such taxes. Group must submit final menu selections to Hotel no later than **30 days before Arrival date** (the "**Menu Deadline**").

If Group fails to respond, by the Menu Deadline, to any menu proposals submitted by Hotel to Group for any Function, then Hotel may (a) deem as approved by Group any menu proposals it has submitted to Group or, (b) if Hotel has not submitted any such proposals, make its own selections. Other than specifically stated in the approved menu or otherwise agreed in a separate writing signed by Group and an authorized representative of Hotel, Hotel will not be responsible for any specific dietary requests or requirements.

Group must notify Hotel of the final attendance count for each Function no later than noon 7 business days prior to the scheduled function. Guaranteed attendance for functions scheduled Thursday or Friday must be received by noon on the preceding Friday. If Group fails to notify Hotel of the final attendance count for an Event by 7 business days prior to the scheduled function, the final attendance count shall be deemed to be the number designated for such Function in this Agreement. Group shall have no discretion to reduce the final attendance count for any Function after 7 business days prior to the scheduled function, and will be charged based on the final attendance count irrespective of the number of people who actually attend the Function.

If Hotel, at its discretion, presents a copy of the Master Account to an Authorized Representative of Group during the Event, the Authorized Representative shall review the Master Account before the end of the Event, and shall sign the Master Account if all charges therein are consistent with this Agreement and otherwise acceptable. Any such presentation or acceptance of the Master Account shall not prohibit Hotel from making later adjustments to the Master Account if such adjustments are consistent with this Agreement.

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.

#### **4.8 IN-HOUSE EQUIPMENT.**

Hotel will provide, at no charge, a reasonable amount of meeting equipment (for example, chairs, tables, chalkboards, 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 Group's needs. If such special setups or extraordinary formats are requested, Hotel will present Group two (2) alternatives: (1) charging Group the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost.

#### **4.9 FACILITIES.**

Group agrees to remove all equipment and temporary sets, if any, after completion of its use of the Hotel and to leave the Hotel in similar condition as when entered upon by Group, reasonable wear and tear accepted.

#### **4.10 AUDIO-VISUAL SERVICES.**

ENCORE™ is our in-house Audio/Visual department, as the contractor for all of your audio/visual needs at our Hotel. For groups utilizing the Hotel's meeting space and/or one or more of the Hotel's Ballrooms, an on-site ENCORE representative should be contracted to be available to the company at all times. This person will serve as a liaison to the Hotel and its systems and will work with the Hotel to ensure our hotel standards are upheld. ENCORE will be available to supplement your program with any additional equipment needs on-site, offer advice and assistance, and act as technical liaison with Engineering and other applicable Hotel departments. This responsibility also includes familiarization and instruction on the use of all ballroom/exhibit halls, sound and lighting systems, and the customization of existing room lighting levels.

•ENCORE is the exclusive provider of audio visual services in specific areas of the Hotel: All Guest Rooms, Hospitality Suites & Hotel Suites, Pool Locations

•Outside AV Production Package - Charges for this service will be posted at \$500++ for move-in (2.5 Hours) and move-out (2.5 Hours) to your master account. These fees are to ensure your program is in conformance with our in-house standards.

•The audiovisual incentives offered by the Hotel will be extended if and only if ENCORE is the primary audiovisual provider for the event. Under circumstances where ENCORE is not selected as the primary audiovisual provider, all such incentives will become null and void, and prevailing rates will apply to any and all services provided by ENCORE.

Contact for ENCORE is as follows:

**Kami Taylor**

**Director of Event Technology - Encore® at the Sheraton Orlando North Hotel**

**Email: [Kami.Taylor@encoreglobal.com](mailto:Kami.Taylor@encoreglobal.com) or Phone: 214.205.2075**

Production companies are required to provide the Hotel with detailed move in/out schedules.

#### **ARTICLE V: BILLING/CREDIT PROCEDURES**

##### **5.1 SLEEPING ROOM PAYMENT.**

Individual guests in the **ATTENDEE BLOCK** will pay their own sleeping room and parking rates (including any tax) and incidental charges. The minimum age for check-in is 21 years. At the time of check-in, each guest will be required to present a major credit card whose brand is accepted by Hotel, on which Hotel may place a hold or process a prepayment in the amount of the guest's estimated charges.

Group will be responsible for sleeping room and parking rates (including any tax) for all attendees in the **MASTER BLOCK**. Incidental charges will be the responsibility of each individual guest. The minimum age for check-in is 21 years. At the time of check-in, each guest will be required to present a major credit card, on which Hotel may place a hold or process a prepayment in the amount of the guest's estimated charges.

##### **5.2 FUNCTION AND OTHER EVENT-RELATED CHARGES.**

Group will be responsible for all other charges incurred pursuant to this Agreement, including (without limitation) any Function Room Usage Fees, audio visual charges, fees for food and beverage at Functions. All such charges shall be billed to Group's Master Account and will be subject to applicable sales tax.

##### **5.3 GROUP'S MASTER ACCOUNT.**

The term "**Master Account**" means a running invoice that includes all amounts payable by Group to Hotel under any provision of this Agreement. **By Cut-off Date**, Group will identify to Hotel, in writing, at least one representative of Group who will be present on the premises of Hotel throughout the Event (each an "**Authorized Representative**"). Group hereby authorizes each Authorized Representative to incur charges to the Master Account, for example by signing banquet event orders. The following individual(s), whether or not they are present at the Event, shall have authority to incur charges to the Master Account:

Angeliki G. Sellers, CFO

#### **5.4 DEPOSIT.**

A nonrefundable advance payment of **\$3,000.00** will be required in order to hold arrangements on a definite basis. The nonrefundable 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 at contract signing and will be credited toward the Master Account.

| <u>Amount</u>               | <u>Due</u>                  |
|-----------------------------|-----------------------------|
| \$3,000.00                  | At time of contract signing |
| \$1,200.00                  | By September 23, 2025       |
| \$ 1,200.00                 | By January 23, 2026         |
| Remaining Estimated Balance | By April 23, 2026           |

#### **Payment by Credit Card or Company Check**

If Group wishes to pay any portion of its obligation by credit card, the credit card information must be entered into our secure online website. A **Credit Card Information Request** e-mail will be sent to the e-mail address provided by Group. 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. Group agrees that the Hotel may charge to this credit card any payment as required under this Group Sales Agreement. A 3% credit card processing fee will be applied to the Master Account for all credit card charges exceeding \$20,000.00. Payment by company check or ACH payment are also acceptable forms of payment.

Group shall complete the **Credit Card Information Request** via the secure online website within 3 days of the date the Agreement is fully executed by the parties. Should the Group fail to complete this information within the timeframe specified above, the Hotel shall have the option to terminate this Agreement without liability upon notice to the Group.

#### **5.5 OUTSTANDING BALANCE.**

Any outstanding balance of the Master Account will be due and payable by Group upon receipt of an invoice from Hotel. If payment is not received within thirty (30) days, a finance charge equal to the lesser of one and one half percent (1-1/2%) per month (18% Annual Rate) and the maximum allowed by law will be added to the unpaid balance commencing on the invoice date. Any payment by Group or acceptance by Hotel of an amount less than any amount due by Group shall be deemed solely as a partial payment of the full amount due. No endorsement or statement on any check or any letter accompanying any payment shall be deemed an accord and satisfaction, and Hotel may accept such check or payment without prejudice to Hotel's right to recover the balance of all amounts due or pursue any other remedies available to Hotel under this Agreement or in law or in equity.

### **ARTICLE VI: CANCELLATION**

#### **6.1 CANCELLATION BY GROUP.**

The following table contains an estimate (which the parties acknowledge and agree is reasonable) of the revenue to be generated from this Event. The table itself is not intended to warrant that the Event will generate these amounts of revenue. Neither is the table intended to prevent Hotel from generating more than these amounts of revenue from the Event.

| <b>Summary of Revenue Guaranteed by Hotel from the Event</b>                                                                                                  |                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Guaranteed Sleeping Room Revenue                                                                                                                              | \$ 6,760.00       |
| Guaranteed Food and Beverage Revenue                                                                                                                          | \$ 500.00         |
| Guaranteed Function Room Usage Fees                                                                                                                           | \$ 2,500.00       |
| <b>Guaranteed Event Revenue**</b>                                                                                                                             | <b>\$9,760.00</b> |
| ** This figure does not include 23% taxable service charges for meeting-related charges, applicable taxes or fees for services by authorized outside vendors. |                   |

Group acknowledges that if it cancels or otherwise substantially abandons the Event (a "Cancellation"), Hotel will be harmed. Group further acknowledges that the later Group notifies Hotel of a Cancellation, the more harm Hotel will likely incur, because Hotel will have less time to mitigate its damages by marketing the sleeping room nights and function rooms to other customers and individual guests. Group also acknowledges that the actual amount of Hotel's damages from any Cancellation would be difficult to calculate. Therefore, the parties agree that if a Cancellation should occur for any reason (including Group's relocation of the Event to another hotel or resort), then Group shall pay Hotel, as liquidated damages and not as a penalty, the applicable amount identified below, plus any applicable taxes and service charge (a "Cancellation Fee").

| <b>Date of Written Cancellation Notice</b>           | <b>Amount of Cancellation Fee<br/>(based on Guaranteed Event Revenue)</b> |
|------------------------------------------------------|---------------------------------------------------------------------------|
| 0 to 3 business days prior to Arrival                | 100%                                                                      |
| 4 to 90 business days prior to Arrival               | 90%                                                                       |
| 91 to 180 days prior to Arrival                      | 80%                                                                       |
| 181 to 365 days prior to Arrival                     | 70%                                                                       |
| Date of signed contract to 366 days prior to Arrival | 50%                                                                       |

Group must provide Hotel any notice of a Cancellation in writing. If Group does not provide written notice of any Cancellation, then Hotel may assess any higher Cancellation Fee owed under the above schedule at the time it receives written confirmation of the Cancellation or the highest amount identified above if it receives no written confirmation. The parties agree that the amounts in the above schedule are based on reasonable estimates of Hotel's harm from Cancellation. Any Cancellation Fee will be added to the Master Account. Any Cancellation Fee shall be due and payable immediately upon Cancellation. Cancellation payment must accompany notice of cancellation for such notice to be valid.

## **6.2 FORCE MAJEURE.**

Either party may cancel the Agreement without liability to the other party upon the occurrence of any event or circumstance beyond the control of such party, including acts of God, declared war in the United States, acts of terrorism in the city where the Hotel premises is located, government regulations, disaster, strikes or civil disorder, epidemics/pandemics, curtailment of transportation that prevents at least fifty percent (50%) of the attendees from attending the peak night of the Room Block, to the extent that the above described event(s) or circumstance(s) makes it illegal or impossible for Hotel to provide, or for Group in general to use, the premises of Hotel. The Agreement cannot be cancelled under this section because of general economic conditions, including (without limitation) any recession or budget cut. Either party that wishes to cancel the Agreement pursuant to this section must provide written notice to the other party identifying the event or circumstance that is the basis for such cancellation within ten (10) days after learning about such event or circumstance. This provision shall not, however, relieve either party from using its reasonable commercial efforts to avoid, remove or mitigate such force majeure event and to continue performance with reasonable dispatch whenever such causes are removed. If the Agreement is duly cancelled under this Section, then Hotel shall, within thirty (30) days after such cancellation, refund any deposits made by Group.

## **ARTICLE VII: MISCELLANEOUS**

### **7.1 SIGNS AND DISPLAYS / USE OF HOTEL'S NAME.**

Group shall not display signs in Hotel or use the name or logo of the Hotel or any franchisor of Hotel in any promotional materials without prior written approval of the General Manager of the Hotel. Group further agrees that no sign, banner or display shall be affixed to any part of the Hotel without the prior written consent of Hotel. Group will be responsible for the cost of repairing any damages caused to the walls, fixtures or carpet caused by any such sign, banner or display.

### **7.2 SECURITY.**

Hotel may, in its sole and absolute discretion, require additional security procedures, at Group's sole expense, because of the size or nature of the Event or any Function. These procedures may include the assignment by Hotel of additional security personnel employed by Hotel or Hotel's independent contractor (which may be

the local police department). Hotel may allow Group to retain an outside security service provider that is approved in writing by Hotel prior to the Event or the applicable Function. If Group hires an outside security service provider, Group must provide Hotel with a copy of its agreement with the service provider, which shall indemnify Hotel, its owner, its management company and their respective parents, subsidiaries and affiliates, and all of their respective owners, members, partners, directors, officers, employees, representatives and agents, from and against any liabilities related to the security services. Under no circumstances shall any armed security personnel be permitted onto the premises of Hotel without Hotel's advanced written approval, which Hotel may withhold in its sole and absolute discretion.

### **7.3 SHIPPING AND PACKAGES.**

If Group will be shipping packages to Hotel, Group must notify Hotel at least one week in advance. Each package sent to Hotel must include the name of Group, the Arrival Date and the number of items contained in the package. Each package should arrive no earlier than three (3) days before the Arrival Date. Hotel reserves the right to add storage fees to the Master Account for any packages that arrive earlier. Receiving charges will apply for all packages shipped to Hotel. Charges will vary based on weight of package. Pricing should be confirmed prior to sending packages with Convention Services Manager. Hotel shall have no liability for the delivery, security or condition of the packages.

#### **Inbound Package Handling Fees**

|                 |                |
|-----------------|----------------|
| 0 to 5 pounds   | \$5.00++ each  |
| 6 to 20 pounds  | \$10.00++ each |
| 21 to 50 pounds | \$15.00++ each |
| Over 50 pounds  | \$25.00++ each |

### **7.4 NOTICES.**

All notices, offers, acceptances, requests and other communications hereunder shall be in writing and shall be deemed sufficient if hand delivered (against receipt) or sent by a commercially recognized express delivery service (e.g. FedEx or UPS), or certified or registered U.S. Mail, postage prepaid, to the Group Contact, at the address for the Group Contact, both identified on the first page of this Agreement; or, if to Hotel, to the street address of the Hotel premises to the attention of its General Manager. 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.

### **7.5 DAMAGE TO HOTEL PREMISES.**

To the fullest extent permitted by law, Group assumes full responsibility for any damage done to the Hotel during your Event or any setup for the Event or disassembly after the Event, to the extent that such damage is caused by Group, its employees, guests, agents, or contractors (other than Hotel and its subcontractors), including any damage resulting from the installation, placement, and removal of Group's displays, equipment, exhibits, or other items.

### **7.6 INDEMNIFICATION.**

To the extent allowable by law, Group shall indemnify, defend and hold harmless Hotel, its owner, its management company, their respective affiliates and all of their respective officers, directors, partners, members and employees from and against all demands, suits, judgments, settlements, claims, damages to persons and/or property, fines, liens, losses and other liabilities, including reasonable attorneys' fees (collectively "Claims") arising out of or related to the negligence or intentional misconduct of Group, its contractors or exhibitors, or their respective employees, agents, contractors or attendees. Group does not waive, by reason of this section, any defense that it may have with respect to such Claims.

### **7.7 DISTURBANCES.**

Group agrees that its use of assigned Function spaces will not create any unreasonable disturbance to other guests or meetings, such as excessive noise, smoke, fog or offensive smells. Neither Group nor its contractors will use such features without advance approval of Hotel.

#### **7.8 ADDITIONAL REMEDIES.**

If this Agreement is one of a group of (any two or more) agreements between Hotel and Group and/or any of Group's affiliates for Hotel to host events, then Hotel reserves the right to terminate this Agreement and/or other agreement(s), without liability to Hotel, if (a) Group (or, if applicable, its affiliate) fails to timely pay any amounts due and owing under, or commits any other material breach of its obligations under, this Agreement or any of the other agreements; or (b) Group, its affiliate or any of their respective employees, agents or contractors causes damage or disruption to the Hotel's premises, operations, guests or reputation. Notice of any such termination by the Hotel shall be made to Group in writing. If Hotel cancels the Event pursuant to this section, Group shall be responsible for the applicable Cancellation Fee as if Group cancelled the Event. If, pursuant to this section, Hotel cancels any other event(s) it had booked for Group or one or more affiliates of Group, then Group shall be responsible for any applicable cancellation fee(s) provided for under the applicable agreement(s).

#### **7.9 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 meeting rooms, sleeping rooms or anywhere on Hotel's premises. 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. Property of Group is the sole responsibility of Group and/or its owner. Group warrants 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.

#### **7.10 CHOICE OF LAW.**

This Agreement will be interpreted in accordance with the laws of the state in which Hotel premises is located, without giving effect to any conflict-of-law principles thereof that would result in application the laws of any other state.

#### **7.11 DISPUTE RESOLUTION.**

a. The parties shall exercise commercially reasonable efforts to informally and timely resolve any dispute arising under or related to this Agreement before commencing litigation, unless the litigation seeks emergency injunctive relief.

b. Any action between the parties arising out of or related to this Agreement shall be filed solely in the United States District Court for the district in which the premises of Hotel is located or, if subject matter jurisdiction in that court is lacking, in a state court in whose jurisdiction Hotel is located. Each of the parties hereby consents to the personal jurisdiction of these courts and venue of any such action in these courts, and hereby waives any objection based on the doctrine of *forum non conveniens* to any such action being adjudicated by any such court.

c. If any action by either party against the other to enforce its rights under this Agreement, including (without limitation) any litigation and/or other efforts to collect any payments due under this Agreement, the non-prevailing party shall be responsible for the prevailing party's costs related to such action, including (without limitation) reasonable attorneys' fees and expenses, collection costs and pre- and post-judgment interest.

d. The parties hereby knowingly, voluntarily, intentionally and mutually waive any right to a trial by jury in any civil action based on, arising from or in connection with this agreement, the event, or any course of conduct, course of dealing, statements (verbal or written) or actions by the parties.

#### **7.12 ENTIRE AGREEMENT.**

This Agreement, and the Group's Appendix A, constitute the entire agreement between the parties with respect to the Event and supersedes any previous agreements, communications, representations or agreements, whether written or oral. Any modifications, additions or corrective lining out made on this Agreement will not be binding unless such modifications have been signed or initialed by both parties. Any amendments to this Agreement must be made in writing and signed by authorized representative of each party. For the avoidance of doubt, this section shall not prevent Group from ordering particular or additional

services from Hotel through a banquet event order or other document signed by an Authorized Representative.

**7.13 NO ASSIGNMENT.**

Neither party may assign or transfer this Agreement or any of its rights (other than rights to receive payments) or obligations hereunder without the written consent of other party, unless the assignment is to an affiliate of the assigning party pursuant to an internal reorganization or acquisition of the assigning party, or the assignment is made to an entity that acquires all or substantially all of the assigning party's assets. Any attempted assignment or transfer by Group without such consent may, at the option of Hotel, be deemed to be a Cancellation, in which case Group shall be liable for a Cancellation Fee set forth herein.

**7.14 MISCELLANEOUS.**

Each person signing this Agreement warrants that he or she is authorized to bind the party for which he or she is 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. The failure of either party to insist, at any time, on strict performance of any terms or conditions of this Agreement, or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, condition, option, right or remedy. No waiver by either party of any term or condition hereof shall be deemed to have been made unless expressed in writing and signed by such party.

**7.15 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 **thirty (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 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.

**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 Marriott International, Inc. at any time and without notice. Capitalized terms used in this section have the meanings given to them in the Terms and Conditions.

#### **ARTICLE VIII: EXECUTION OF AGREEMENT**

**8.1** Hotel's transmission of an unsigned copy of this Agreement to the Group or its Agent shall be deemed an invitation for Group to make an offer. The Group or Agent's return of its signature on a copy of this Agreement due by **July 18, 2025** shall be deemed an offer by the Group. If Group signs Agreement after this date, Hotel reserves the right to decline Group's offer. Hotel's subsequent signature of the Agreement shall be deemed an acceptance of the Group's offer by Hotel.

**8.2** This Agreement may be executed in one or more counterparts, which together shall constitute one and the same Agreement. Signatures sent by facsimile or equivalent means shall be deemed original, valid and binding signatures to this Agreement.

**8.3** Any handwritten changes to this document will not be binding unless initialed by authorized representatives of both parties.

**8.4** Each individual signing this document represents and warrants that he or she has authority to bind the party for which he or she signs.

**IN WITNESS WHEREOF**, Hotel and Group have entered into this Agreement in manner and form sufficient to bind them effective as of the last date identified below.

**CL1 Orlando LLC**  
**d/b/a Sheraton Orlando North**

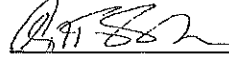
By: AJ Moore  
Title: Senior Sales Manager

Signature: 

Date: 7/15/2025

**FLORIDA HOUSING FINANCE CORPORATION**

Signatory's Name: Angeliki G. Sellers  
Title: Chief Financial Officer

Signature: 

Date: 07/15/25

## Appendix A Additional Terms

The following statutorily-required terms and conditions are hereby appended to the Agreement by and between CL1 Orlando LLC d/b/a Sheraton Orlando North ("Sheraton") and the Florida Housing Finance Corporation for services relating to the Florida Housing Finance Corporation's Board Meeting occurring April 30 – May 1, 2026.

### 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 Sheraton 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). Sheraton 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., Sheraton 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 Sheraton is acting on behalf of Florida Housing.

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

3. Sheraton understands and agrees to comply with the provisions of Section 448.095, Fla. Stat.

4. Sheraton attests, under penalty of perjury, that it does not meet any of the criteria in Section 287.138(2)(a) – (c), Fla. Stat.

5. Sheraton attests, under penalty of perjury, that it does not use coercion for labor or services as defined Section 787.06, Fla. Stat.

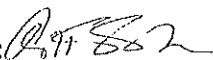
There are no other changes to the remainder of the Agreement.

CL1 ORLANDO LLC D/B/A  
SHERATON ORLANDO NORTH

By:   
AJ Moore, Senior Sales Manager

Date: 7/15/2025

FLORIDA HOUSING FINANCE CORPORATION

By:   
Angeliki G. Sellers, CFO

Date: 07/15/25