



SALES AGREEMENT

Art Ovation Hotel	Company: Florida Housing Finance Corporation
Group Name: Florida Housing Finance Corporation	Quote #: M-WG5HXW0
Sales Manager: Cristina Campos	Client Name: Angeliki Sellers
Title: Senior Sales Manager	Title: CFO and Interim Executive Director
1255 N Palm Avenue Sarasota, Florida 34236	227 N Bronough Street, Suite 5000, Tallahassee, FL 32301
Phone: 941-413-7420	Phone: 850-488-4197
E-Mail: Ccampos@artovationhotel.com	E-Mail: Angie.Sellers@floridahousing.org

Thank you for selecting **Art Ovation Hotel** for your event. This letter serves as an agreement (the "Agreement") between the **Art Ovation Hotel** (hereafter referred to as the "Hotel") and **Florida Housing Finance** (hereafter referred to as the "Client").

GUEST ROOM COMMITMENT

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

		4.29.27	4.30.27
Room Type	Rate	Thursday	Friday
Run of House	\$289	50	Check Out
Total		50	50 room nights

GUEST ROOM RATES

Special guestroom rates have been arranged for the Client over the specified dates as outlined above. For any additional rooms or dates requested outside of this specific group block, the Client and/or their guest will be quoted the best prevailing rates available at that time. Rates do not include current city and state taxes totaling 13%. Tax rates are subject to change without notice, at any time, based on government regulation.

DESTINATION FEE

Room rates will be subject to a non-commissionable, taxable daily destination fee (currently \$20.00 per room per night) in effect at the time of check-in. This destination fee currently provides the benefits of: Wi-Fi access in guest rooms & public areas, daily Art & Wine Tour, in-room musical instrument use, courtesy shuttle service within a 3-mile radius (including Lido Beach & St. Armands Circle), beach chairs, beach umbrella, towels, cooler, welcome cocktail, nightly entertainment (Wed-Sat) and daily art immersion programs.

PARKING

Hotel offers Valet parking services for overnight hotel guests currently at \$45.00 plus tax per night. If guests wish to self-park, they may do so in the city parking garage and are subject to the city parking fees. Guests will pay the garage directly for any overnight parking. Valet parking services for events only (non-overnight) attendees is \$15.00 plus tax.



GUEST ARRIVAL & DEPARTURE TIME

Guest check-in time is after **4:00 PM** and checkout time is **11:00 AM**. Room assignments prior to that time are on an availability basis. During periods of high occupancy, rooms may not be available upon arrival. Rooms will be made available for check-in as soon as possible. Luggage storage may be available for early arrivals.

COMMISSION

- ☐ The group room rates listed above are net non-commissionable.

SPECIAL CONCESSIONS

In consideration of the Room Night Commitment and the functions identified on the Function Information Agenda/Event Agenda, Hotel will provide the Client with the following special concessions:

1. 80% cumulative attrition
2. 3 weeks cut off date
3. Discounted destination fee at \$20. Regular price is \$28.
4. 10% off CCAV Equipment.
5. Complimentary WIFI in meeting room rental.
6. Complimentary water station in meeting room.

ADJUSTMENTS TO CONCESSIONS

In the event of reductions in the Room Night Commitment of more than 20%, the Hotel may adjust any concessions previously offered in this Agreement, including those concessions offered on a complimentary basis, and may also adjust the Function Space in direct proportion to the reduction in the Room Night Commitment.

METHOD OF RESERVATIONS

- ☐ Reservations for the Event will be made by a rooming list in a format provided by the Hotel. Client will forward its rooming list by **April 8, 2027**

and

*** Group will submit a rooming list for Board Members (charged to master) and staff (individual pay). Following the processing of these reservations, Hotel will provide a booking link (individual pay own) for the remaining attendees to reserve accommodations within the contracted room block.***

METHOD OF RESERVATIONS

Reservations for the Event will be made by individual attendees directly through link provided by Hotel or with Marriott reservations at **1-888-236-2427**. **Booking links will be deactivated at 11:59 PM on the date prior to the April 8, 2027.** An advance deposit of one night's room and tax will be taken at the time the reservation is made. This deposit is refundable up to 72 hours prior to arrival with a valid cancellation number.

CUTOFF DATE

All reservations by attendees of the event must be received before **April 8, 2027** (the "cutoff Date"). At the cutoff Date, Hotel will review the reservation pickup for the Event, release the unreserved rooms for general sale, and determine whether it can accept reservations based on a space and rate available basis at the Client's group rate



after this date. Release of rooms for general sale on the cutoff date does not affect Client's obligation, as discussed elsewhere in this Agreement, to utilize guest rooms.

EARLY DEPARTURE FEE

Client acknowledges that the Hotel may charge attendees – as liquidated damages and not a penalty – a **One Night Room & Tax** fee as compensation for the harm caused to the Hotel by unscheduled early departures (an "Early Departure Fee"). An Early Departure Fee may only be charged if an attendee checks out of the Hotel prior to the attendee's scheduled departure date, without having notified the Hotel at check in time. To the extent that Early Departure Fees are collected from Client's attendees on a date as to which Client incurs any rooms attrition fee pursuant to this Agreement, the amount of Early Departure Fees actually collected – up to the amount of the attrition payment attributable to that date – will be deducted from any rooms attrition payment that would otherwise be payable. If room reservations are to be made through a rooming list of any kind (or are otherwise not in the Hotel's control), Client agrees to communicate the above early departure policy to each attendee prior to, or at the time of, the making of an attendee's rooms reservation.

ROOMS ATTRITION

Hotel is relying upon Client's use of the Room Night Commitment. Client agrees that a loss will be incurred by Hotel if Client's actual usage is less than **80%** of the Room Night Commitment for the event. If Client's actual usage is less than **80%** of the Room Night Commitment, as determined on a cumulative total basis for the event, Client agrees to pay, as liquidated damages and not as a penalty, the difference between **80%** of the Room Night Commitment for said calendar day and Client's actual room usage for said day, multiplied by the average group room rate, plus applicable taxes and Destination Fees.

Attrition responsibility based on contracted room nights is 40 room nights.

SMOKE FREE POLICY

The Hotel is a smoke-free hotel, including all public areas, meeting and banquet facilities, and guest rooms. To protect the smoke free environment, the Hotel will post a **\$250.00** cleaning fee to the Master Account of any guest who smokes in a hotel room, or **\$500.00** cleaning fee for smoking in a hotel suite. To ensure the cooperation and comfort of Client's attendees, Client agrees to advise its attendees of the Hotel's Smoke Free policy, and the Hotel will also advise the attendees upon check in.

MISCELLANEOUS FEES: (subject to change and plus tax)

-Individual Cancellation Fee: One night room & tax for rooms not cancelled 72 hours prior to arrival	
-Welcome Letter delivered at front desk:	\$2.00 per
-Gift Bag delivered at front desk:	\$5.00 per
-Gift Bag delivered to guest room:	\$10.00 per
-Pet Fee:	\$150.00 per stay
-Rollaway Bed:	\$25.00 per night
-Outdoor heater:	\$150.00 per
-Bartender Fee:	\$150.00 per (require 1 per 75 guests)
-Chef Attendant Fee:	\$150.00 per (if required per menu selection)
-Butler Attendant Fee:	\$130.00 per (require 1 per 50 guests)



SHIPPING

Packages for meetings may be delivered to the Hotel three (3) days prior to the date of the function. Hotel will use reasonable caution storing and securing the Packages; however, Hotel shall not be liable for damage or missing Packages. The following information must be included on all packages to ensure proper delivery:

1. Name of Organization
2. Guest's Name
3. Attention of the Catering or Conference Manager (please specify name)
4. Date of Function
5. Number of boxes – for example (Box 1 of 5)

A package handling charge of **\$15.00**, plus sales tax per box will be assessed and added to your Master Account. For your convenience and safety, we ask that all deliveries made on your behalf to our Hotel be made through our loading and unloading area. This includes all outside contractors, such as musicians, florists, design companies, etc.

FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by Client, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda. **The Hotel maintains the right to reassign specific function space provided the revised space adequately accommodates the function requirements.**

FUNCTION SPACE INFORMATION AGENDA:

Date	Day	Start	End	Type	Location	Setup	# PPL	Rental
4.30.27	Friday	8:00am	12:00pm	Meeting	Crescendo 7 (2,603" sq ft)	Theatre with 2 rows of tables with chairs	150	\$2,500

A Service Charge of 14% indoor or 14% outdoor of the meeting room rental, food and beverage and related services will be added to the bill for that function. The Service Charge is distributed as a gratuity to eligible associates who provided service to guests at the function. An Administrative Fee of 11% indoor or 14% outdoor of the total food and beverage cost for any catered function will also be added to the bill for that function. The Administrative Fee is for the administration of the function and is retained by the Hotel. It is not a gratuity and will not be distributed as a gratuity to any associate.

FOOD & BEVERAGE MINIMUM

There is a food & beverage minimum of **\$2,500** for the event space listed. Should the event fall short of the **\$2,500** food & beverage minimum, the difference will be applied as a usage fee. Food & beverage minimums do not include sales tax, audio visual fees, room rentals, labor fees, or service charges.

FOOD AND BEVERAGE ATTRITION/CANCELLATION

Client agrees that it will provide Hotel a minimum total Event food and beverage revenue of **\$2,500** exclusive of taxes and service charges ("Agreed Event F&B Revenue"). Client shall provide Hotel with five business days advance notice of the date(s), time(s), and number of covers with respect to each function it wishes to schedule for the Event. Client shall provide Hotel this information no later than five business days prior to the scheduled time for each such function. The net number of covers resulting from this notice shall be referred to herein as a "Guaranteed Function".



If Client fails to (a) provide Hotel with the full Agreed Event F&B Revenue; or (b) use all of the covers at any Guaranteed Function; or (c) provide Hotel with any increase in the Agreed Event F&B listed in the Banquet Event Order, Client will pay Hotel within thirty (30) days, as liquidated damages and not as a penalty, the following amount:

- The full per-guest price of any unused cover at any Guaranteed Function; plus
- 100% of the difference between the Agreed Event F&B Revenue and the actual Event food and beverage revenue received by Hotel (including any payment due under subparagraph (1), above); plus
- The Meeting Room Rental Fee

* If applicable, state and local taxes will be added to all attrition and cancellation fees. Hotel agrees that after receipt of this amount, it will not seek further damages resulting from the cancellation or attrition of such catered functions.

EVENT PLANNER

Hotel is pleased to have our Event Planner assist you with the duties below for your event. Anything above and beyond the list below would be the responsibility of a hired planner or a person you designate that is not your Hotel Event Planner.

- Act as your primary hotel contact, available to answer all your questions and communicate with other departments within the hotel to ensure a seamless event.
- Provide you with an outline of your financial commitments to the Hotel and payment schedule.
- Detail your Banquet Event Orders outlining your entire event.
- Create a floor plan of your function space, for you to provide specific seating arrangements.
- Act as a menu consultant for all food & beverage selections to create your ideal meal.
- Communicate all setup requirements of the meeting/event spaces, food preparation and other hotel operations to appropriate departments for execution.
- Review your banquet checks for accuracy prior to the completion of your final bill.

FOOD AND BEVERAGE POLICIES

Hotel will confirm the food and beverage prices 45 days prior to Client's arrival date. The food and beverage prices may change depending upon demand and availability for any items selected after 45 days. To the extent that Hotel cannot provide for any special food and beverage requests made by Client after 45 days, said failure shall in no way be deemed an Event of Default under this Agreement.

- All menu selections and set up requirements are due to the Hotel no later than 30 days prior to arrival
- All Banquet Event Orders, Diagrams and Event Checks are due to be finalized and signed no later than 14 days prior to arrival. Once Event Orders and Event Checks are signed, this amount will be the new minimum amount due.
- Group may not reduce guest count after signed Banquet Event Order but may increase based on ability to procure product. Surcharge may apply if guest count increases by more than 5%.
- All event guarantees are due to Hotel no later than 5 business days prior to each event.
- Setup Change Fee of \$500.00 minimum, plus taxable service charge for any request to change the agreed upon set up within 24 hours of the start of the event as noted on the signed banquet event orders and diagrams not due to weather related changes.
- Service Charge and Tax are subject to change without notice, at any time
- A fee of \$500.00 plus taxable service charge will be charged per occurrence if outside food & beverage is found in meeting spaces.



- A cleaning fee of \$500.00 minimum plus taxable service charge may be charged if excessive cleaning up is required in meeting spaces.
- Hotel will provide food service based on the mealtimes listed below. Any increase in these time periods will incur a surcharge to be determined by Hotel:
 - Breakfast Buffet – 60 minutes
 - Lunch Buffet – 60 minutes
 - Dinner Buffet – 90 minutes
 - Coffee Breaks – 30 minutes
 - Reception stations – 60 minutes

OUTSIDE FOOD AND BEVERAGE POLICY

All food and all beverages, including alcoholic beverages, served at functions associated with the Event must be provided, prepared, and served by Hotel, and must be consumed on Hotel premises. Hotel does not permit outside food and beverage in the meeting space or common areas of the hotel. **If outside food & beverage is found in meeting rooms a fee of \$500.00 per occurrence will apply.**

TECHNICAL SERVICES

CCAV is the Hotel's preferred provider for audio visual needs. They are well equipped to provide a customized quote for all budgets. They can be reached at 941-954-8000, info@CCAVinc.com or www.ccavinc.com. Additional fees will apply if Group wishes to use another technical provider.

LIQUOR LICENSE

Client 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, underage or fail to produce official identification when asked by a Hotel employee or bartender.

RIGHT OF INSPECTION/ENTRY

The Hotel will have the right to enter and inspect all functions. If Hotel observes any illegal activity or activity that may result in harm to people or objects, Hotel has the right to immediately cancel the event (no refunds will be honored), in which case all of Client's guests and invitees must immediately vacate the property. In such event, Client will remain liable for all fees and charges related to the function pursuant to the terms of this Agreement. The Hotel reserves the right to refuse service to anyone and will use law enforcement to remove any patron who may appear to us to be in danger to themselves or to the Hotel or event guests. While attending an event all guests are required to wear proper attire when inside the banquet/meeting facilities.

RULES AND REGULATIONS

The Hotel is relying upon the food and beverage functions outlined on the Function Information Agenda/Event Agenda. Client agrees that a loss will be incurred by Hotel if there is a cancellation or reduction in the number of food and beverage functions and the number of food and beverage covers.

DECORATIONS

Decorations may not be hung with tape, wire, nails or screws, etc. which may damage the Hotel. All decorations must be removed without leaving damage to the Hotel. All decorations must be removed following the departure of the last guest, unless special arrangements have been made between the Client and the Hotel. Client shall be



responsible for all costs related to damages and subsequent repairs required to restore the Hotel to its original condition.

No glitter, sparkles, sequins, or plastic confetti may be used for decorations. No rice, plastic confetti, or other loose material may be thrown inside or outside the building. No bird seed may be thrown inside or outside the building. No "silly string" or bubbles may be used inside or outside the building. Smoke machines are not permitted inside the building. The use of candles, sparklers, fireworks, and open flames is prohibited due to fire risk. For decorations, it is suggested that renters purchase battery-operated flameless candles. Items may not be placed or floated in the pool without Hotel prior approval and guidance. **No glass of any kind is allowed on the rooftop area.** A \$500.00 cleaning fee will be assessed at the conclusion of the event and added to Master Account should it be found that Client used any of the above-mentioned items without prior permission from Hotel.

BOTH PARTIES HERETO HAVE READ AND ASSENT TO ALL AFOREMENTIONED PAYMENT PROCEDURES, POLICES AND ADVANCED PAYMENT REQUIREMENTS. Initial: _____ Initial: CC

UNATTENDED ITEMS/ADDITIONAL SECURITY

The Hotel cannot ensure the security of items left unattended in function rooms. Special arrangements may be made with the Hotel for securing a limited number of valuable items. If Client requires additional security with respect to such items or for any other reason, the Hotel will assist in making these arrangements. All security personnel to be utilized during the Event are subject to Hotel approval. In no event shall the Hotel have control over, charge of, or any responsibility for the actions or failure to take action by any security personnel employed by a third party.

OUTDOOR LOCATION

The Client understands that they and their invited guests will abide by all City of Sarasota requirements while on the property of the Hotel. The failure of Client to secure all permits shall not alleviate the Client's obligations under this Agreement. This includes the following:

- Permits required for any tents or live music. The Client shall be responsible for securing all permits from the City/Municipality and cost of permits will be the responsibility of the Client.
- Placement of tables, tents, catering equipment, etc., must be approved by Hotel management and must be provided to Hotel in writing 7 days before the event.
- All amplified music must end by 11:00 PM to comply with City and County Sound Ordinances.
- Reception/wedding furniture (chairs, umbrellas, arbors, or tents, etc.) may not be left on the rooftop overnight.
- The Client must comply with all ordinances, regulations and policies generally and specifically as they relate to the property. Should Client fail to abide by all City and/or County Ordinances, Regulations or policies, Client shall be solely liable for any and all fines or penalties associated therewith and shall fully indemnify Hotel for the same.

OUTDOOR FUNCTION WEATHER:

Indoor backup space is reserved for all outdoor functions in case of inclement weather. The decision to move an event indoors will be made by the Hotel. Events will be moved indoors based on prevailing weather conditions and the local forecast. The scheduled function will take place indoors automatically if the following conditions are present:

- The weather forecast shows a 40% or more chance of rain, wind gusts are in excess of 12 Mph, or there is lightning in the area.



The Hotel will make a weather decision by 6:00 PM the evening prior to a scheduled breakfast event, 7:00 AM the day of for lunch events and 12:00 PM for evening functions. **If an event is moved indoors, there is no reduction in contracted minimums or rental charges.**

MASTER ACCOUNT

Hotel must be notified in writing at least **14 days** prior to arrival of the authorized signatories and the charges that are to be posted to the Master Account. Any cancellation or attrition fees will be billed to the Master Account or credit card on file. No show fees or early departure fees will be posted to the master account or credit card on file. Group guarantees no shows or late cancellations for reservations that do not have an individual credit card on file.

PAYMENT PROCEDURES

A credit card is required as a secure form of payment with the return of the signed contract for initial deposits and to guarantee the booking. All corporate and non-corporate events that do not qualify for direct billing privileges are required to have their event(s) prepaid at least and no later than **fourteen (14) days** prior to the event date. This company policy is strictly enforced and no exceptions will be made. Your Event Manager will provide an estimated balance receipt. **Hotel's preferred method of payment is ACH bank transfer. Group intends to pay the master bill via Credit Card.**

ADVANCE PAYMENT POLICY AND SCHEDULE

An advance payment of **\$2,412.25** will be required with the return of this signed agreement for the Hotel to hold your arrangements on a definite basis. This advance deposit is due payable to the hotel with the signed agreement no later than **June 19, 2026**. Deposits can be made by credit card or ACH bank transfer. The Hotel reserves the right to cancel this group agreement or withhold services should the deposit schedule not be met.

Deposit	Deposit Due Date	Deposit Amount
First Deposit	With signed contract	\$2,412.25
Second Deposit	December 1, 2026	\$2,412.25
Third Deposit	February 28, 2027	\$2,412.25
Final Deposit	April 1, 2027	\$2,412.25

All remaining estimated charges shall be **due fourteen (14) business days prior to event**. Failure to provide all required advanced payments within this timeframe, Hotel reserves the right to cancel Client's event, retain all deposit monies to date, and retain all other rights and remedies in law and equity. **Group is Tax Exempt.**

CREDIT AND BILLING ARRANGEMENTS

The Client agrees to the following billing instruction:

Individual's Pay	Master Account
Room & Tax	Room & Tax
Destination Fee & Tax	Destination Fee & Tax
Incidentals	Incidentals
Parking	Parking
Staff and board members reservations provided by a rooming list will be charged to the master, the remaining will be individual pay booked by a booking link	Catering



	Meeting Room Rental
	Meeting Services/Audio-Visual

BOTH PARTIES HERETO HAVE READ AND ASSENT TO ALL AFOREMENTIONED PAYMENT PROCEDURES, POLICES AND ADVANCED PAYMENT REQUIREMENTS. Initial: _____ Initial: CC

FORCE MAJEURE/ IMPOSSIBILITY

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible for the Hotel to provide, or for groups in general to use, the Hotel facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical - but in no event longer than ten (10) days - after learning of such basis.

COMPLIANCE WITH LAW

This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and Client agree to cooperate with each other to ensure compliance with such laws.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. Any changes, additions, addendum, stipulations, or deletions, including corrective lining out by either Hotel or Client, will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by both parties hereto.

DISPUTE RESOLUTION

Hotel and Client 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 level, and in any bankruptcy case and post judgment proceedings. The parties hereto hereby waive the right to a jury trial in action or proceeding regarding this Agreement.

DAMAGE CLAUSE

In the unlikely event that damage to any Hotel property occurs or in the event that cleaning over and above normal wear and tear is required as a result of any guest or vendor related to Client, Client agrees to assume all liability and expense and agrees that, in addition to any other rights as against such guest or others, Hotel may charge Client's Master Account or directly bill Client for all such charges for additional cleaning and/or repair that shall be required.

REWARDS PROGRAM - REWARDING EVENTS

Approximately ten (10) business days after the conclusion of the Event (provided that the Event is not cancelled and Florida Housing Finance Corporation has otherwise complied with the material terms and conditions of this



Agreement), the Hotel will award Points or Miles to the Member and relevant account identified below. By inserting the airline frequent flyer account information, the recipient elects to receive Miles instead of Points.

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

GROUP MUST CHECK ONE OPTION BELOW: **Points will only be awarded to the contract contact or contract signee**

X 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 airline miles to be awarded shall be determined pursuant to the Rewards Program Terms and Conditions, as in effect at the time of award. The Rewards Program Terms and Conditions are available on-line at marriottrewards.com, and may be changed at the sole discretion of the Rewards Program at any time and without notice.

Regardless of Total Guest Room Pick Up, an event must have 10 Guest rooms or more actualized on at least 1 night to earn points or miles. If the number of Guest rooms does not meet the qualifications, all other qualified revenue generated from the event WILL earn points or miles.

INSURANCE

Client shall maintain Commercial General Liability Insurance in an amount not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage. Such Insurance shall name Hotel as additional insured, and a certificate of insurance with an endorsement must be provided the Hotel on the date of the Second Advance Payment, as outlined in the Advance Payment Schedule above. In the event Client has established direct billing for this event, Client shall provide the required certificate of insurance no later than forty-five (45) days prior to the event.

INDEMNITY

To the fullest extent permitted by law the Client shall indemnify, defend, and hold harmless the Hotel and its subsidiary, affiliated and associated corporations and partnerships, and their agents, officers, directors, partners and employees (the "Indemnitees"), from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, to the extent caused in whole or in part by the negligent acts or omissions of the Client or any of their guests, attendees or vendors.

To the extent allowable by law, the Client further agrees to indemnify, defend and hold the Indemnitees harmless from any violation of, or failure to comply with any law, statute, ordinance, rule, regulation, code, or requirement of a public authority, caused in whole or in part by Client and/or Client's attendees, guests, or vendors.



MISCELLANEOUS

The persons signing this Agreement for Hotel and Client each warrant that they are authorized to bind the Hotel and Client, respectively. 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 Hotel reserves the right to review any published material regarding the event, the Hotel and/or its services. Please provide a copy of any material for review before it is distributed to your attendees. The Hotel will not be responsible for any incorrect information published that has not been pre-approved.

NO ASSIGNMENT

Client may not assign or transfer this Agreement or any part thereof without the written consent of Hotel. Any attempted assignment or transfer by Client without such consent may, at the option of Hotel, be deemed to be a cancellation of this Agreement by Client, in which case Client shall remain liable for all cancellation charged set forth herein.

RIGHT OF HOTEL TO TERMINATE

If any information provided by Client to Hotel regarding Client's financial status, its activities, purpose or other material information about Client changes or is incorrect, Hotel may terminate this Agreement in whole or part and Client will be liable for all payments due pursuant to the Cancellation clause above.

EVENT OF DEFAULT

If either party defaults in the performance of any of its material obligations found within this Agreement including, without limitation, Client's payment obligations hereunder, and if such default is not corrected within thirty (30) days (ten (10) days in the case of non-payment) after written notice thereof by the other party, then the non-defaulting party, at its option, may, in addition to any other remedies it may have, terminate this Agreement by giving written notice of termination to the defaulting party.

NO WAIVER

Failure or failures by Hotel to exercise any right hereunder shall not be construed as a waiver of its right to exercise the same or any other right at any time or from time to time thereafter nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other rights or remedies.

AMERICANS WITH DISABILITIES ACT

Client and Hotel shall each be responsible for compliance with the public accommodation requirements of the Americans with Disabilities Act and any applicable state or local laws in their respective operation or use of Hotel. Hotel shall provide, to the extent required by law, such auxiliary aids and services or modifications of Hotel rules or policies as may be reasonably requested by Client on behalf of its disabled members for use in sleeping rooms and public areas of Hotel operated by Hotel personnel, provided that Client gives reasonable advance written notice to Hotel of such needs. During its use of Hotel, Client shall be responsible for providing its disabled members with auxiliary aids and services or modifications of Client rules or policies in connection with any Client program, activities or presentation (including, for example, engagement of and payment to specialized service providers, such as sign language interpreters), where such accommodation is necessary for use in the meeting space used by Client, other than those types and quantities typically maintained by Hotel.



CANCELLATION

Client acknowledges that if it cancels or otherwise essentially abandons its planned use of the Room Night Commitment (a "Cancellation"), this action would constitute a breach of Client's obligation to Hotel and Hotel would be harmed. Because Hotel's harm (and Client's obligation to compensate Hotel for that harm) is likely to increase if there is a delay in notifying Hotel of any Cancellation, Client agrees to notify Hotel, in writing, within five (5) business days of any decision to Cancel. In addition, if a Cancellation occurs, the parties agree that:

- a) It would be difficult to determine Hotel's actual harm.
- b) The sooner Hotel receives notice of the Cancellation, the lower its actual harm is likely to be because the probability of mitigating the harm by reselling space and functions is higher.
- c) The highest dollar amount in the chart (the "Chart") set forth below reasonably estimates Hotel's harm for a last-minute Cancellation and, through its use of a sliding scale that reduces damages for earlier Cancellations, the Chart also reasonably estimates Hotel's ability to lessen its harm by reselling Client's space and functions.

Client therefore agrees to pay Hotel, within thirty (30) days after any Cancellation, as liquidated damages and not as a penalty, the amount listed in the Chart below:

Date of Cancellation	Amount of Liquidated Damages Due
Agreement signed date to November 1, 2026	\$4,862.50
November 2, 2026, to December 31, 2026	\$9,725.00
January 1, 2027, to January 30, 2027	\$14,587.50
January 31, 2027, to April 29, 2026	\$19,450.00

* If applicable, state and local taxes will be added to the amounts listed above.

Provided that Client timely notifies Hotel of the Cancellation and timely pays the above liquidated damages, Hotel agrees not to seek additional damages from Client relating to the Cancellation.

ACCEPTANCE

When presented by the Hotel to Client, this document is an invitation by the Hotel to Client to make an offer. Upon signature by Client, this document will be an offer by Client. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies Client at any time prior to Client's execution of this document, the outlined format and dates will be held by the Hotel for Client on a first-option basis until **June 19, 2026**. If Client cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at the Hotel's option, the arrangements will be released, in which case neither party will have any further obligations.

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

Approved and authorized by Client

Name: Kirstin Helms

Title: Comptroller

Signature: [Signature]

6.15.2026

Approved and authorized by Hotel:

Name: Cristina Campos

Title: Senior Sales Manager

Signature: Cristina Campos



Date: _____ Date: 6.16.26 _____

Approved and authorized by Director of Sales:

Name: Jennifer Eggan

Title: Director of Sales & Marketing

Signature: Jennifer Eggan

Date: 6-16-26 _____

Appendix A Additional Terms

The following statutorily-required terms and conditions are hereby appended to the Group Sales Agreement for the events surrounding the Florida Housing Board of Directors Meeting to be held at the Art Ovation Hotel ("Hotel") on April 29 – 30, 2027.

I. 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 Hotel in connection with this Contract is subject to the provisions of ss. 119.01-.15, F.S., as may be amended from time to time (Florida's Public Records Law). Hotel 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 s. 119.0701(2)(b), F.S., Hotel 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 Hotel is acting on behalf of Florida Housing.

If Hotel has questions regarding the application of Chapter 119, Florida Statutes, to Hotel'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. Hotel understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in s. 20.055(5), F.S.
3. Hotel understands and agrees to comply with the provisions of s. 448.095, F.S.
4. Hotel attests, under penalty of perjury, that it does not meet any of the criteria in s. 287.138(2)(a) – (c), F.S.
5. Hotel attests, under penalty of perjury, that it does not use coercion for labor or services as defined in s. 787.06, F.S.

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

ART OVATION HOTEL

By: Jennifer Eggen
Name: Jennifer Eggen
Title: POSM
Date: 6-18-26

FLORIDA HOUSING FINANCE
CORPORATION

By: KH
Name: Kirstin Helms
Title: Comptroller
Date: 6.18.2026