



CASA MONICA
RESORT & SPA



Group Booking Agreement

ACCOUNT NAME: Florida Housing Finance Corporation
MEETING NAME: FHFC Board of Directors Meeting
MEETING DATES: October 28-29, 2027

GROUP CONTACT: Lauren Cronin
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HOTEL NAME: Casa Monica Resort and Spa
ADDRESS: 95 Cordova Street
St. Augustine, FL 32084

This Group Booking Agreement (hereinafter referred to as the "Agreement") is made and entered into as of Thursday, June 11, 2026, by and between the Casa Monica Resort and Spa (herein after referred to as the "Hotel" or "we") and **Florida Housing Finance Corporation** (hereinafter referred to as "Group"). The arrangements for the Group's accommodations will be held in your name until: **Wednesday, June 17, 2026** (the "Decision Date"); provided, this Agreement must be signed and returned to the Hotel to reserve such arrangements or space past the Decision Date. Should the Hotel receive a request by another group for the accommodations before the Decision Date, the Group will have a 48-hour first right of refusal to confirm these arrangements by providing an executed copy of this Agreement to the Hotel. If confirmation is not received within the 48 hours, such accommodations will be released, and the Group will have no further rights regarding this Agreement, and the space/accommodations being held pursuant to this Agreement will be immediately released by the Hotel. In consideration of the provisions set forth below, the parties agree as follows:

ROOM BLOCK, RATES AND DATES FOR YOUR GROUP:

The Hotel has reserved the following Guest Room Nights ("Room Block") for use by the Group, subject to the terms and conditions herein.

DATE	DAY	GENERAL STANDARD KING	GENERAL STANDARD QUEEN/QUEEN	TOTAL ROOMS
10/28/2027	Thursday	25	25	50

START DATE	END DATE	ROOM TYPE	GROUP RATE
10/28/2027	10/29/2027	General Standard	\$279

TOTAL GUESTROOM REVENUE COMMITMENT: 50 ROOM NIGHTS x \$279 = \$13,950.00

All rates are net, non-commissionable, and subject to applicable state and local taxes, which are currently 11.5% and are subject to change. **GROUP IS STATE TAX EXEMPT.**

The rate **does not** include a daily resort fee of \$22 per room, which includes:

- Bottled Water in The Room
- Local and Long-Distance Calls
- Scheduled Shuttle Service to and From St. Augustine Beach
- High-Speed Internet Access
- Welcome Beverage

GUEST ACCOMMODATIONS:

During the Group's stay, the Hotel shall provide the Group's guests with complete access and use of the Hotel's services, amenities, and recreational facilities as normally available to the Hotel's regular clientele. The Group agrees and acknowledges that all rooms are non-smoking. Wheelchair accessible rooms and cribs are available upon request, subject to availability. Children under eighteen (18) may stay in the room with their parents without additional guest fee charges.

CUT OFF DATE:

On the cut-off date of **Thursday, September 30, 2027**, the Group must provide a total count of guest rooms that the Group will guarantee to be held in the Room Block per night. All remaining rooms will be released by the Hotel. Attrition (as defined below) applies to any rooms that are released from the originally contracted amount as of the Cut-Off Date. After the Cut-Off Date, the Group is liable for and shall remain obligated to pay 100% of the room rates for the number of rooms guaranteed herein. Additional rooms requested after the Cut-Off Date will be provided on a space and/or rate-available basis only.

GUEST ROOM ATTRITION:

The Group agrees and acknowledges that it shall be liable for the payment of all charges and fees associated with the Group's reserved guest room nights, as set forth in this Agreement. Until the Cut-Off Date, the Group shall be subject to an attrition fee, which fee shall be in an amount that equals the difference between **ninety-percent (90%)** of the Minimum Revenue and the total guaranteed guest room count provided at the Cut-Off Date by the Group, plus all applicable taxes (the "Attrition"). After the Cut-Off Date, Attrition is no longer applicable as, after the Cut-Off Date, the Group is liable for payment of all fees and charges for all guaranteed rooms at the rate of 100% of all such charges and fees.

RESERVATION PROCEDURES - BOARD MEMBERS AND STAFF - ROOMING LISTS:

The Group shall provide the Hotel with a rooming list via email using the Hotel's provided template (the "Rooming List") no later than thirty (30) days before the Group's planned arrival for up to 11 Reservations for Board Members, and 16 Reservations for Staff. Reservations received after this date will be accepted on a space-available basis. The Rooming List must state arrival and departure dates for each room booked, requested room type, and payment instructions for the Group. After the Rooming List is submitted to the Hotel, any additions or revisions to the Rooming List must be made in writing, which shall be submitted no later than three (3) days before the Group's date of arrival.

To ensure the timely and accurate completion of all requested changes, multiple reservation revisions that are provided after submission of the Rooming List shall be communicated to the Hotel through a single compiled list to be provided to the Hotel not more than once per week no later than three (3) days before the Group's date of arrival.

Every effort will be made by the Hotel to honor specific room type requests, including King, Queen, or double rooms; provided, the Hotel cannot guarantee the availability of requested room types, but will strive to honor the requests. Further, all requests for specific room types are subject to availability at the time of the guest's check-in.

RESERVATION PROCEDURES - INDIVIDUAL RESERVATIONS - EXTERNAL ATTENDEES:

To ensure the external attendees with the Group (the "Group's guests") receive the Group rate, the Group's Guests must identify the Group name, FHFC Board of Directors Meeting, when making reservations by calling 1-800-MARRIOTT or by using the Group reservation link supplied by the Hotel. A valid credit card number is required from Group Guests to make a reservation. The reservation link is only valid for the contracted dates. Any individual wishing to make a reservation outside the contracted dates should be advised to make the reservation with the link and then notify the Group contact, who will then request the additional nights with the Hotel's Event Manager. Additional nights outside the contracted dates and the rate for those additional nights are subject to availability at the time the request is made.

INDIVIDUAL GUEST ROOM CANCELLATION POLICY:

Should a guaranteed reservation not be cancelled 72 hours before the individual's day of arrival, and should the individual fail to check into the Hotel on his/her specified arrival date, there will be a charge of one night's room and tax, payable by the individual Group Guest, and not charged to the Group.

ROOM BLOCK INCREASE:

Room Block increases must be requested in writing to the Hotel's sales department, and such requests are subject to room and rate availability. An addendum to this Agreement must be issued and signed by both parties hereto if an increase of more than ten percent (10%) of the original Room Block is requested by the Group.

RELOCATION CLAUSE:

In the event any Group Guest with a guaranteed guest room reservation cannot be accommodated by the Hotel, the Hotel will provide the following alternative arrangements:

1. Alternative Accommodations: At a comparable hotel located within a reasonable distance to the Hotel, at no charge to the guest for the first night, the guest is displaced from the Hotel.
2. Transportation Assistance: One complimentary round-trip ground transportation between the Hotel and the alternate accommodation for each day the guest is displaced.
3. Relocation: Offer to relocate displaced guest(s) back to the first available guest room at the Hotel
4. Upgrade: Upon return to the Hotel, upgraded accommodation(s) (based on availability) and a welcome expression from the General Manager.
5. Credit: For any Group Guests displaced from the Room Block for purposes of this Agreement, and for the calculation of the Group's complimentary guest room, will be credited back to the Group.

GUEST ARRIVAL & DEPARTURE TIME:

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

GUEST ROOM BILLING INSTRUCTIONS - BOARD MEMBERS AND STAFF - ROOM AND TAX TO MASTER:

Charges for the room rate, resort fee, and applicable tax for 11 Reservations for Board Members. Group Guests will be responsible for settling their incidental charges before departure; however, any unpaid incidental charges, including meals, beverages, gratuities, and purchases by the Group's Guests, will be added to the master account before the Group's departure.

GUEST ROOM BILLING INSTRUCTIONS - EXTERNAL ATTENDEES - INDIVIDUAL PAY ON OWN:

The remaining Group Guests shall be responsible for paying their own room, resort fee, tax, and incidental charges before departure. Per Hotel policy, the method of payment must be established upon check-in. The Hotel accepts all major credit cards and cash. Personal and company checks for guests will only be accepted at checkout once an alternative form of credit has been established. (No third-party checks will be accepted.)

MEETING ROOM / BANQUET SPACE REQUIREMENTS:

Date	Day	Start Time	End Time	Function	Set Up Style	Guest Count	Room Rental
10/28/2027	Thursday	12:00 PM	2:00 PM	Set Up	U-Shape	25	\$5,875.00
		2:00 PM	6:00 PM	Meeting	U-Shape	25	
		3:00 PM	6:00 PM	Continuous Break	Special	25	
10/29/2029	Friday	8:00 AM	12:00 PM	Meeting	Theater	150	
		8:00 AM	12:00 PM	Continuous Break	Theater	150	

Additional meeting space will be provided on a space-available basis with additional rental charges, if applicable. An addendum contract must be fully executed by both parties to reserve additional space.

In connection with the Group's use of meeting and function spaces, the following additional service fees and taxes (subject to change) may apply:

Service Charge	25%	All Event Charges are Subject to Service Charge
Sales Tax	6.5%	Room Rental, Audio Visual, and Service Charge

GROUP IS STATE TAX EXEMPT**BANQUET FOOD AND BEVERAGE MINIMUM:**

The Group agrees to provide a minimum of **\$3,500.00** in banquet food and beverage revenue ("Minimum Food and Beverage Revenue"), excluding service charge and taxes. Should the Group fail to achieve the Minimum Food and Beverage Revenue, the Group will be responsible for the difference between the actual revenue achieved by the Hotel and the Minimum Food and Beverage Revenue (i.e., the amount necessary to achieve 100% of the Minimum Food and Beverage Revenue). Such shortfall shall be charged to the Group as additional room rental on the post-event settlement invoice and shall be subject to all applicable taxes and service charges, which shall be paid by the Group.

GUARANTEES:

The Hotel requires a final guarantee of the number in attendance at the Group event at least three (3) business days before the date of the Group event. Should the Group fail to provide the guaranteed number in attendance, the Hotel will prepare and charge for the contracted number indicated at the time of the Group's booking of the Group event. In addition, if the Group fails to provide final menu selections and signed event orders at least fourteen (14) days before the event, the Hotel reserves the right to select the menu on behalf of the Group. Upon actualization, if additional guests are counted above the original guarantee, additional charges will be added to the final event check.

EVENTS AND GUEST ATTENDANCE INCREASE

Should the guest count be larger than a 10% increase from the original contract, as the kitchen prepares for, there will be a \$50.00 plus tax and service charge per person surcharge added to the final bill under "Increased Guarantee". Additional per-person charges will apply as well in conjunction with your agreed-upon menu prices as outlined in the Event Orders.

FOOD POLICY:

All food and beverage items served in public meeting rooms must be supplied and prepared by the Hotel. Menu selections, room requirements, and all other arrangements must be received at least fourteen (14) days before the Group's event. **The Hotel does not guarantee food prices until three (3) months before the Group's event; however, menu prices for 2026 and subsequent years shall not increase by more than five percent (5%) per calendar year from the published menu prices in effect at the time of contract signing.** Should the Group cancel or decrease any of the food and beverage functions, as outlined in the Meeting Room and Banquet Space schedule of events, without the Group replacing or increasing an existing function(s) with events of equal or greater revenue value, the Hotel reserves the right to increase or negotiate revisions to the room rates, menu prices, and special concessions charges for the Group.

ALCOHOLIC BEVERAGE POLICY:

If the Group requests that alcoholic beverages are to be served on the Hotel premises (or elsewhere under the Hotel's alcoholic beverage license) for the Group's event, the service for alcoholic beverages shall be solely limited to those servers and bartenders employed by the Hotel. Under the state and local law, the Hotel will (a) request proper identification of any person of questionable age and refuse alcoholic beverage service if the person is either under the age of 21 or proper identification cannot be produced, and (b) refuse alcoholic beverage service to any person who, in the Hotel's sole judgment, appears intoxicated. In addition, the Hotel cannot allow anyone under 21 years of age to obtain, be given, have, or appear to be consuming alcohol, regardless of where or how said alcohol was obtained.

FUNCTION ROOMS:

As part of the meeting room rental fee, Hotel shall provide standard meeting room setup and teardown, including existing banquet tables, chairs, linens, napkins, china, flatware, glassware, and standard setup labor. Specialty furniture, specialty linens, upgraded tabletop items, staging, audiovisual equipment, and other items not customarily included in the meeting room rental fee may be subject to additional charges.

The Hotel reserves the right to change function rooms with advanced notice if the estimated number of attendees decreases by 10% or more. In this case, your Event Services Manager will notify you to discuss the changes. Function room set-up must be determined in advance, and any changes to the function room set-up made within 24 hours of the designated event start time are subject to a \$250 change fee. The Group agrees to pay the rate of \$500.00 per hour for each additional hour over the agreed-upon ending time, provided such an extension shall be subject to the prior approval of the Event Services Manager. All extension fees shall be due after the event, along with any additional food and beverage charges incurred by the Group.

OUTDOOR EVENTS: -

The **Sultan's Pavilion and Pool Deck** are exterior spaces. Alternate space will be provided in the event of inclement weather. The Group shall be responsible for arranging additional cooling or heating (subject to availability and any additional cost) with the Event Services Manager no later than fourteen (14) business days before the commencement of the event. The

Hotel reserves the right to make the final decision regarding outdoor functions, which shall be in the Hotel's sole and final discretion. The decision to move any event to an alternative indoor location will be made by the Hotel no less than four (4) hours before the event based on prevailing weather conditions and the local forecast. Once the Hotel has made a final determination, this decision is considered binding and cannot be reversed by the client, even if weather conditions appear to improve. If inclement weather requires relocation to an indoor venue after the above cutoffs, an additional labor charge of \$500 for the relocation will apply. If the client wishes to have both the outdoor and indoor backup spaces set in advance, they may elect to do so at an additional cost, subject to availability and hotel approval.

Music: The use of live entertainment or music played over speakers is allowed during the hours of 12:00 pm through 10:00 pm. The Hotel reserves the right, at any time during the function, to control the volume of all entertainment.

THIRD-PARTY VENDOR POLICY:

The Hotel has an agreement for a full-service, on-site audiovisual production company ("Contracted Vendor") to provide such services for your Group's event. Notwithstanding, the Hotel recognizes and allows the Group to utilize a third-party supplier ("Third-Party Supplier") for the Group's audiovisual services for the Group event, provided that the Group's proposed Third-Party Supplier meets the minimum standards established by the Hotel. Outside vendor fee may apply.

The Group shall inform the Hotel of the Group's intended use of a Third-Party Supplier no less than thirty (30) days before the Group's event. The Hotel must approve all vendor agreements (30) days before your event. Vendors must be licensed and insured. All vendors are guaranteed access to the function room approximately 1 hour before the start of the event.

The Group will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works, including, but not limited to music, audio or video recordings, art, etc.) that the Group may use or request to be used at the Hotel.

Equipment and Property Removal

Vendors are required to break down and clean up all of their supplies and accessories at the conclusion of the event. No storage will be provided for left items, and the Hotel accepts no responsibility for lost or misplaced items. If supplies, accessories, or decorations have been left on Hotel property after the event has concluded, a \$500.00 clean-up charge will be administered to the master account. Additionally, in the event any items remain beyond 48 hours after the event, the Hotel will assess a non-refundable storage and labor fee of \$100.00 per day. The Hotel shall not be liable for any loss, theft, or damage to such items. If any items are not retrieved within fourteen (14) days following the conclusion of the event, the Hotel reserves the right to dispose of such items at its sole discretion, with no obligation to replace or reimburse the Client or its vendors for any associated costs.

MASTER ACCOUNT:

If a Master Account is established in the name of the Group as authorized in this Agreement, the Group shall be responsible for all such Master Account charges. Before arrival, the Group shall provide written notice to the Hotel of those authorized parties, including specimen signatures for such authorized parties, and the charges to be posted to the Group's Master Account. Please indicate these charges below:

Room, Tax, and Resort Fee for (11) Board Member
Reservations

___ Meeting Room & Catering Charges

___ Valet Parking

Other (Please Specify) _____

All external attendees, aside from Board Members and Staff, are responsible for their own: Room, Resort Fee, Tax, Incidental, Valet Parking

PAYMENT PROCEDURES:

The Hotel requires that the Group provide a deposit of fifty percent (50%) of the estimated master account charges to be provided upon the execution of this Agreement. The remainder of the Group's estimated master charges is due and payable no less than fourteen (14) days before the Group's arrival date to be paid by certified check, cashier's check, or credit card, unless direct bill privileges have been approved for the Group. Such estimated payments shall include an amount to cover 100% of estimated room and tax costs for Board Members during the Group's event. All payments made by the Group are to be made in U.S. dollars. Payment via American Express, Master Card, and VISA will be accepted with credit card authorization. When submitting payment by check, please include the "Event Name" and date of the event on the check.

Payments must be received from the Group following the payment and deposit schedule as provided herein. Additionally, a credit card will be required before the date of the Group's event to guarantee any additional charges and for any unpaid balances after the Group's event, which will be charged to the provided credit card.

Deposits will be charged to the credit card on file automatically according to the following schedule. If a different method of payment should be used, 7 day notice must be provided to your Event Services Manager and Billing Specialist.

DEPOSIT SCHEDULE:

	Due Date	Amount
Deposit of 50% of Estimated Master Account Charges (estimated 11 rooms to the master account, F&B minimum, and room rental. Excluding tax and service fee)	At contract signing	\$6,222.00
Second Deposit of 25% of Estimated Master Account Charges (excluding tax and service fee)	120 days prior to arrival: 06/30/2027	\$3,111.00
Final Deposit	Two weeks prior to arrival: 10/14/2027	Final amount based on signed and detailed event orders/checks and applicable service fee and taxes

All deposits are non-refundable. If any of the above deposits are not made by the date indicated, you agree to pay the applicable deposit in cash or with a certified check. If any deposit is not made on time, the Hotel reserves the right, at its option, to require immediate full prepayment of all remaining deposits or to cancel the event and terminate this Agreement, whereby neither party will have any further obligations to the other except as may be provided for herein.

CANCELLATION:

The Hotel estimates that the total minimum revenue it will receive from the Group Event (the "Minimum Revenue") if it is held as agreed according to this Agreement is as follows:

Minimum Guest Room Revenue:	\$13,950.00
Minimum Food and Beverage Revenue:	\$3,500.00
Minimum Room Rental	\$5,875.00
Total:	\$23,325.00

If the Group elects to cancel this Agreement for any reason other than a termination for cause or according to Force Majeure, as defined below, the Group agrees to provide written notice to the Hotel of such cancellation accompanied by the Group's payment of that percentage of the Minimum Revenue in an amount to be determined as indicated according to the following scale, unless stated separately herein:

From the date of Agreement signing until 121 days before the arrival date	\$11,662.50 (50%)
From 120 days to 46 days before arrival date	\$17,493.75 (75%)

From **45 days or less** before the arrival date

\$23,325.00 (100%)

If such payment does not accompany the Group's cancellation notice, the amount owed by the Group shall be determined by the scale above by using the date the Group provided notice of cancellation to the Hotel. The Group's option to cancel this Agreement is agreed upon by the parties to constitute the exercise of a contractual option and not as a penalty or default herein. The parties hereto further agree that the amounts set forth above are reasonable estimates of the losses that would be incurred by the Hotel and include consideration of the possibility of the Hotel's ability to mitigate its losses through resale, therefore, the reductions applicable to Attrition will not apply in the event of a cancellation.

These charges represent a reasonable effort on behalf of the Hotel to establish its loss prospectively and shall be due as liquidated damages.

The parties hereto agree that the Group's event which is the subject of this Agreement will generate revenue for the Hotel from a variety of sources, including guest rooms, food and beverage events, and other charges for additional services (including, incidental charges for food and beverage and other hotel amenities) that would be incurred by the Group's guests and by the Group. If the Group does not fulfill all of its commitments or cancels this Agreement in its entirety, the Hotel will suffer damages that will be difficult to ascertain. Therefore, the parties hereto agree that the Attrition and Cancellation clauses provide for liquidated damages that have been specifically agreed upon by the parties as a reasonable estimate of the Hotel's losses and do not constitute a penalty of any kind against the Group.

FORCE MAJEURE:

Neither the Hotel nor the Group shall be liable to the other for any failure to perform under this Agreement, if such failure is due to: (i) an act of God; (ii) war; (iii) fire; (iv) flood; (v) widespread curtailment or interruption of transportation facilities; (vi) credible threats or acts of civil disobedience, terrorism or similar acts; (vii) State Department or public health authorities travel advisories recommending that citizens not travel to the region of the country where the Hotel is located; (viii) federal, state or local government advisories recommending persons self-quarantine, shelter-in-place or avoid assemblies and which advisories would apply to a majority of those who would otherwise be expected to attend the Meeting ("Anticipated Attendees") or to a majority of Hotel employees; (ix) civil disturbance; or (x) limitations on travel by government authorities affecting a majority of Anticipated Attendees (individually referred to as a "Force Majeure Event"). If either party hereto believes it will be unable to perform its obligations under this Agreement as they relate to the Group's event due to the occurrence of a Force Majeure Event, such party shall notify the other party in writing of the anticipated inability to perform and shall describe the cause therefor. Notice shall be given within ten (10) days after the date the party had a reasonable belief as to its inability to perform or meet its obligations under this Agreement.

In the event the Group's event must be canceled due to the occurrence of a Force Majeure Event, the parties will work together in good faith to try to reschedule the Group's event at a time that is agreeable for both parties. In the event the occurrence of a Force Majeure Event substantially reduces the number of attendees at the Group's event, but the Group is desirous to continue with the planned Group event, the Group shall notify the Hotel of the expected reduction in attendance as soon as possible, but, in no event, more than five (5) business days after the occurrence of the Force Majeure Event. In the event, the Hotel, at its sole discretion, elects to proceed with the Group event and this Agreement, the Hotel agrees to waive those fees related to the reduction of size in the Group's event, including any Attrition, Minimum Food and Beverage Minimum, event space rental fees, and all other similar costs or fees, and shall provide the Group Guests the lowest room rate offered to other guests during the rescheduled date for as the Group's event.

SECURITY:

The Hotel reserves the right to inspect and control all events and private functions occurring at or on the Hotel property. Hotel understands that the event is a public meeting and the Hotel cannot impose conditions on attendance outside of those necessary for security. All property in the meeting or function space is at the sole risk of the Group or the owner of such items. The Group agrees to advise the Group Guests and its attendees that they are responsible for the safekeeping of their personal property. The Group may elect to retain security personnel to safeguard personal property in the meeting and

function space. In addition, depending upon the nature of the Group event, the Hotel reserves the right, based on its reasonable judgment, to require the Group to retain security personnel to safeguard guests or property at the Hotel. Any security personnel retained by the Group must be a licensed security company that meets the minimum standards established by the Hotel, including insurance and indemnification requirements, and remain subject to the Hotel's prior approval, and retention of the security personnel is at the Group's sole cost and expense. Security personnel are not authorized to carry firearms without advance notice and approval from the Hotel. The Group will be responsible for all damage to persons or property on or about the Hotel, which results from all actions of the Group, the Group Guests, or any of the Group's attendees. Under no circumstances will the Hotel be held liable for the criminal acts of third parties.

INSURANCE:

The Hotel and the Group shall obtain and provide evidence of insurance upon request in amounts sufficient to provide coverage for any liabilities that may reasonably arise out of or result from the parties' respective obligations under this Agreement.

INDEMNIFICATION:

To the extent allowed by applicable law and subject to sovereign immunities afforded to the Group, each party to this Agreement hereby agrees to indemnify, defend and hold harmless the other party and its officers, directors, agents, employees and owners from and against any and all demands, claims, judgments, loss, liability, penalties, costs or damages arising from actual or threatened claims or causes of action resulting from breach of any of its representations, warranties or covenants herein or the negligence, gross negligence or intentional misconduct of the party indemnifying or its respective officers, directors, employees, agents, contractors, members or participants (as applicable), provided that with respect to officers, directors, employees, and agents, such individuals are acting within the scope of their employment or agency, as applicable; further provided, however, no other party shall be liable herein to the extent such damage or injury is ultimately determined to be caused by the negligence or misconduct of the other party.

AMERICANS WITH DISABILITIES ACT:

The Group and the 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 the Hotel. The Hotel shall provide, to the extent required by law, such auxiliary aids and services or modifications of the Hotel's rules or policies and such reasonable accommodations as may be reasonably requested by the Group on behalf of its disabled members for use in sleeping rooms and public areas of the Hotel operated by Hotel personnel, provided that the Group gives reasonable advance written notice to the Hotel of such needs. During its use of the Hotel, the Group shall be responsible for providing its disabled members with auxiliary aids and services or modifications of the Group's rules or policies in connection with any of the Group programs, activities or presentations (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 the Group.

DISPUTE RESOLUTION:

The parties hereby agree to resolve any controversy, claim, or dispute of any kind or description arising out of or relating to this Agreement through direct discussions conducted in good faith. If said efforts fail, then the parties shall first use their good faith efforts to settle all disputes by non-binding mediation in the State and city in which the Hotel is located. The law of the State in which the Hotel is located will be the governing law. The party seeking mediation shall set forth the particulars of its claim in a notice to the other party. The Hotel shall then designate the identity of the mediator, subject to the reasonable approval of the Group. In connection with any such mediation, each party shall submit to the other, at least ten (10) days prior to mediation, a written summary of the issues to be presented at the mediation. The Hotel and the Group shall share equally the cost of the mediation.

Should the dispute not be resolved by mediation, the dispute shall be submitted to a court trial without a jury. Therefore, to the extent enforceable under the governing law, the Hotel and the Group each hereby waive the right to trial by jury of any cause of action, claim, counterclaim or cross-complaint in any action, proceeding or other hearing brought by either the

Hotel against the Group or the Group against the Hotel on any matter whatsoever arising out of, or in any way connected with, this Agreement, the Group's use or occupancy of the Hotel property or any claim of injury or damage, or the enforcement of any remedy under any law, statute or regulation, emergency or otherwise, now or hereafter in effect. In the event of litigation arising from or associated with this Agreement or the enforcement of any award, the parties agree that the prevailing party therein shall recover reasonable attorneys' fees and costs (actually incurred), including expert witness fees and pre- and post-judgment interest. In addition, the Group shall be responsible for payment of attorneys' fees and interest associated with the Hotel's efforts to collect monies owed under the terms of this Agreement.

The Group waives any right to seek, claim, or obtain punitive or consequential damages. In no case shall the Hotel ever be liable to the Group under any statutory, common law, equitable or other theory of law, either before or following the Group event, for any form of consequential damage in connection with any claim, liability, demand or cause of action in any way or manner relating to the Hotel, the condition of the Hotel, this Agreement, or any transaction or matter between the parties contemplated hereunder.

COMPLIANCE WITH LAWS AND HOTEL RULES AND POLICIES:

The Group agrees to comply with all applicable federal, state and local laws and rules and policies of the Hotel governing this Agreement, and the event, including health and safety codes, alcoholic beverage control laws, disability laws and the like, and any rules, regulations or requests of the U.S. Department of Homeland Security. The Hotel and the Group agree to cooperate to ensure compliance with such laws.

COMPLIANCE WITH EQUAL OPPORTUNITY LAWS:

If the Group is part of the U.S. federal government or using funds from the U.S. federal government for this Agreement, the following requirements shall apply to the Hotel as a U.S. federal contractor. This paragraph does not apply to customers who are not part of the U.S. federal government or using funds from the U.S. federal government for this Agreement.

The Hotel (referred to as "contractor" in this paragraph) shall comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Adjustment Assistance Act, as amended, which are administered by the United State Department of Labor ("DOL"), Office of Federal Contract Compliance Programs ("OFCCP"). The equal employment opportunity clauses of the implementing regulations, including, but not limited to 41 C.F.R. §§ 60.1-4, 60-300.5(a), and 60-741.5(a), are hereby incorporated by reference, with all relevant rules, regulations, and orders pertaining thereto. The Hotel shall abide by the requirements of 41 C.F.R. §§ 60.1-4, 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

The Hotel also shall comply with Executive Order 13496 and with all relevant rules, regulations, and orders pertaining thereto to the extent applicable. The employee notice clause and all other provisions of 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference.

To the extent applicable, the Hotel shall include the provisions of this paragraph in every subcontract or purchase order so that such provisions shall be binding upon each subcontractor or vendor performing services or providing materials relating to this Agreement and the services provided according to the terms hereof.

ASSIGNMENT:

The Group agrees that it may not assign its interest, rights, or duties under this Agreement to any other person or entity without the Hotel's prior written approval.

NOTICE:

Any notice required or permitted by the terms of this Agreement must be in writing. Notice may be sent via email and will be considered effective as of the date and time of the confirmation of receipt of the notice by the Hotel.

WAIVER:

A waiver by a party of a breach of this Agreement by the other party or of its right to enforce any term of this Agreement shall not be construed as a waiver of a later breach of the same covenant.

SEVERABILITY:

If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of the Agreement shall have full force and effect.

PRIVACY STATEMENT:

The Group shall be solely responsible for obtaining all necessary rights and permissions relating to personally identifiable information ("PII") before providing such PII to the Hotel, including all rights and permissions required for the Hotel, its affiliates and/or its service providers to use and transfer the PII to locations both within and outside the point where such PII is collected (whether such collection of PII is achieved physically or electronically and including points of collection within or outside of the United States) per the Hotel's privacy statement [<https://www.kesslercollection.com/privacy-policy>] and applicable laws and regulations of the United States, the European Union and/or of such other government with regulatory jurisdiction regarding the collection, transfer and use of PII concerning this agreement. The Hotel agrees that it will process all PII provided to it by the Group (1) consistent with the Hotel's privacy statement linked herein and (2) in compliance with all applicable law. Notwithstanding any other provision in this Agreement, within the Hotel's privacy statement, or from any other source, the Hotel may use an individual's own PII to the extent directed by, consented to, or requested by such individual.

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 ten (10) business days after the conclusion of the Event (provided that the Event is not cancelled and the Casa Monica Resort and Spa has otherwise complied with the material terms and conditions of this Agreement), the Hotel will award Points or Miles to the Member and the 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:

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

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 Miles to be awarded shall be determined according 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 online 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.

KESSLER COLLECTION STANDARD POLICIES AND FEES

PARKING:

The Hotel will provide the Group with **Valet Parking** at an overnight rate of **\$42.00** per day per automobile for overnight Group Guests. Attendees not staying overnight will be charged a fee of **\$30.00** Valet Parking fee per day. **Pricing is subject to change.**

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 \$500 cleaning fee to the incidental account of any Group Guest who is suspected of smoking within a room at the Hotel or a \$1000 cleaning fee for smoking in a suite at the Hotel. Fees are per room, per day. To ensure the cooperation and comfort of the Group Guests and attendees, the Group agrees to advise its attendees in writing in promotional materials for the Group's event of the Hotel's smoke-free policy, and the Hotel will also advise the attendees upon check-in.

PACKAGE RECEIVING REQUIREMENTS:

The Hotel reserves the right to limit the number and weight of packages received on behalf of the Group, and may charge a nominal fee for advance receipt of the Group's packages. Any packages sent to the Hotel will be the sole responsibility of the Group. Due to local fire regulations and limited available storage space, the following maximums have been placed on package acceptance:

- (A). **The Hotel can accept no more than 10 packages for storage.**
The maximum weight for any package to be stored by the Hotel is 75 pounds.

- (B). **The following charges will apply for each package received by the Hotel:**

1-10 Pounds: \$ 6.00 per package
11-50 Pounds: \$ 9.00 per package

If the Group must ship materials to the Hotel, each item must be properly packaged and marked with (a) the Group's name and contact; (b) the date of the Group's event; and (c) the name of the Hotel contact assigned to the Group. The Hotel reserves the right to refuse to accept packages that appear damaged or exceed the limits above, and, in any event, the Hotel does not assume any liability for the condition of the contents of such packages. The Hotel will not accept materials delivered more than **seven (7) days** before the Group's event.

ROOM DELIVERY:

Upon the request of the Group, the Hotel will deliver or hand out any welcome packages or items to the Group's Guests at the following rate schedule:

One Time Deliver to Guest Room: \$5.00

One Time Deliver to Guest at Check-In Desk: \$2.00

SIGNAGE POLICY:

The Group agrees that items shall not be affixed or attached to any surface within the Hotel without the advance permission of the Hotel's General Manager or designee. The Group will be responsible for any damage to the Hotel and/or furnishings caused by the Group's signage.

SALES AND MARKETING:

Any promotional material, including printed and digital pieces, created and/or used by the Group depicting the name, images, trademarks, and/or service marks of the Hotel or its franchisor must be reviewed and approved in advance of publication and/or distribution by the Hotel's General Manager or designee. The Hotel retains the right to cancel this Agreement should the Group misuse any of the trademarks and/or service marks of Hotel or its franchisor or misrepresent in any advertising, brochure, promotion, email or press release, information about the Hotel that may impugn, damage, disparage or distress in any way the image, reputation or financial standing of the Hotel in the market place. The Hotel agrees to review and comment on any such material within three (3) business days of receipt of the materials, unless approval of the Hotel's franchisor is required.

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

OTHER PROVISIONS:

Hotel understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in s. 20.055(5), F.S.

Hotel understands and agrees to comply with the provisions of s. 448.095, F.S.

Hotel attests, under penalty of perjury, that it does not meet any of the criteria in s. 287.138(2)(a) – (c), F.S.

Hotel attests, under penalty of perjury, that it does not use coercion for labor or services as defined in s. 787.06, F.S.

ACCEPTANCE:

This Agreement, along with any exhibits attached hereto, constitutes the entire agreement between the parties, which supersedes all other written and oral agreements between the parties concerning its subject matter, and may not be amended or changed unless done so in a writing signed by the Hotel and the Group. Oral modifications to this Agreement, even if allowed by local law, will not be considered binding.

The undersigned is a duly authorized representative of the Group contracting for the outlined arrangements. He/She is further authorized to enter into this agreement with full understanding of this Agreement, including, but not limited to, the Cancellation and Attrition clauses contained herein. The Group, therefore, assumes full responsibility for accepting and complying with all of the terms and conditions contained herein.



Florida Housing Finance Corporation



Date



Kate Lee
Assistant Director of Sales
Casa Monica Resort and Spa

06/17/2026

Date