



1501 International Parkway Lake Mary, FL 32746
Phone: 407/995-1100 Fax: 407/995-1101

REVISED DATE: June 4, 2024

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between Orlando Marriott Lake Mary, 1501 International Parkway, Lake Mary, FL, 32746-4708 (Hotel), (407) 995-1100 and North Florida Area Conference Inc. (NFAC, Inc) (Group).

ORGANIZATION: North Florida Area Conference Inc. (NFAC, Inc.)
CONTACT:

Name: Pete Williams
Job Title: Site & Agenda Committee Chair
Street Address: P.O. BOX 840066
City, State, Postal Code: St. Augustine, FL 32080
Phone Number: (321) 795-0857
E-mail Address: altchairperson@aanorthflorida.org

NAME OF EVENT: NFAC Assembly JAN2025
REFERENCE #: M-TEM78VH
OFFICIAL PROGRAM DATES: Friday, 01/03/2025 - Sunday, 01/05/2025

GUEST ROOM COMMITMENT/GROUP ROOM RATES

The Hotel agrees that it will provide, and Group agrees that it will be responsible for utilizing, 200 room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

Attendees

Date	Day	Run of House	Total Rooms
01/03/2025	Fri	60	60
01/04/2025	Sat	140	140

Start Date	End Date	Room Type	Single
01/03/2025	01/04/2025	Run of House	\$119.00

Hotel's room rates are subject to applicable state and local taxes, (currently 12%), and county fees (if any), in effect at the time of check-in.

NON-COMMISSIONABLE

These rates are confirmed on a net non-commissionable basis. The group room rates listed above are net non-commissionable. **Group** will advise its designated agency(ies) of these rates and address any resulting agency compensation issues directly with the management of the appropriate agency.

METHOD OF RESERVATIONS

Individual Call In

Individual attendees will make reservations for the Event directly with Marriott reservations at 1-800-228-9290 and hotel will set up a Reservations Link for online bookings.

GUARANTEED RESERVATIONS

All reservations must be guaranteed by one of the following methods:

- A one night's deposit, which will be applied to the first night stay
- Guaranteed to a major credit card
- Guaranteed by the group master account.

Hotel will not hold any reservations unless secured by one of the above methods. Any cancellations, no shows, or early departures without a 48-hour advance notice will result in forfeiture of the one night deposit or a charge of one night's stay to the credit card or group master account.

GUESTROOM MINIMUM

Hotel is relying upon **NFAC, INC.'s** use of the Room Night Commitment. **NFAC, INC.** agrees that a loss will be incurred by Hotel if **NFAC, INC.'s** actual usage is less than 80% (**160** Room Nights) of the Room Night Commitment.

If **Group's** actual usage is less than 80% (**160** Room Nights) of the Room Night Commitment, **Group** agrees to pay, as liquidated damages and not as a penalty, the difference between 80% (160 Room Nights) of the Room Night Commitment and **Group's** actual usage, multiplied by the average group room rate.

CUTOFF DATE

Reservations by attendees must be received on or before 5:00 pm, **December 13, 2024**, (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 NFAC, INC. group rate after this date.

Release of rooms for general sale following the Cutoff Date (**December 13, 2024**) does not affect NFAC, INC.'s obligation, as discussed elsewhere in this Agreement, to utilize guest rooms.

CONCESSIONS

- 1 Complimentary Room per 50 room nights consumed at group rate - to be assigned and used during conference
- Complimentary standard wireless internet connection in all guest rooms
- Complimentary self parking for all hotel guests and meeting attendees

GIFT BAGS/AMENITIES

"In Guestroom Deliveries" of individually wrapped gift bags, etc, to be distributed to your guests' room(s), will require prior written approval from the Group's contact, and will incur a hotel charge of **\$5.00 per room**.

CREDIT ARRANGEMENTS

Individual pays all Charges

Individuals shall be responsible for their own room, tax, incidental charges, and any other charges not authorized by Group to be billed to the Master Account. All charges incurred are to be paid upon checkout. The Group's Master Account is limited to charges for meeting/function room rental, food and beverage functions and other requested services.

ADVANCE PAYMENT SCHEDULE

The payment schedule for your Event is outlined below:

Advance Payment Schedule	Amount of Advance Payment
7/3/24	\$500.00
72 Business Hours - Estimated remaining balance	TBD

Advance payments are non-refundable

****Any balance due at the conclusion of the event will be charged to the credit card on file****

PAYMENT BY CREDIT CARD OR COMPANY CHECK

If (Group) wishes to pay any portion of its obligation by credit card or company check, the credit card information must be entered into our secure online web-site. Prior to the execution of this agreement (Group) shall provide hotel with credit card authorization information. A Credit Card Information Request e-mail will be sent to the e-mail address provided by (Group).

(Group) agrees that the Hotel may charge to this credit card any payment as required under this Group Sales Agreement.

FOOD AND BEVERAGE MINIMUM

Group agrees to provide a minimum of **\$2000.00++** in banquet food and beverage revenue (++ subject to tax and service charge). Should the Group's banquet food and beverage revenue fall below this amount the Group will be responsible for the difference

between the minimum banquet food and beverage revenue and the actualized food and beverage revenue plus any applicable taxes. This amount will be placed on the Group's Master Account.

Group must provide Hotel the guaranteed number of covers with respect to the function(s) it has scheduled, as set forth on the schedule of events. Group will provide final guarantees of this information no later than three (3) business days prior to the scheduled time for each such function.

All banquet food and beverage arrangements must be made through the Hotel. Only food and beverage purchased from the Orlando Marriott Lake Mary may be served on Hotel property. The Hotel reserves the right to cease service of alcoholic beverages in the event that persons under the state mandated age limit are present at the function and attempt to receive service of alcoholic beverages. Hotel further reserves the right to deny alcoholic beverage service to guests who appear to be intoxicated.

FUNCTION SPACE COMMITMENT

The Hotel is currently holding function space based on the schedule of events noted below. This is considered to be a firm commitment by the Group and any increase or decrease to that commitment may result in a modification of room rental by the Hotel. All function and meeting space is assigned by the Hotel according to the number of persons guaranteed to attend the Group's function. The Hotel reserves the right to reassign the space listed on the Schedule of Events to accommodate both the Group and all other groups using the Hotel's facilities during the Group's meeting. The Group agrees to promptly notify the Hotel of any changes in its function space requirements.

For the safety of persons and property, no fog machines, fireworks or incendiary devices may be used indoors at the Hotel. All room sets must be in compliance with the local Fire Department regulations, including those pertaining to occupancy load, mandatory aisle widths, ceiling clearance and fire exits.

Any Event that has vehicle displays, fueled cooking demonstrations, lasers, exhibits (including tabletop) or extensive productions with staging and props, must be pre-approved by the hotel and have a certified permit from the local Seminole County Fire Marshall. Any associated fees for permits, floor plan approval, will be the responsibility of the Group.

MEETING ROOM RENTAL

The Meeting Room Rental charges will be waived after the group consumes a minimum of 170 cumulative paid guest room nights at the contracted rate. Complimentary rooms will not be counted toward pick up totals. If guest room night pick up falls below 170 room nights, the following scale will apply and meeting space may be reduced.

150-169 cumulative room nights = \$1,500.00++ total room rental
100-149 cumulative room nights = \$3,000.00 ++ total room rental
99 cumulative room nights or below= \$5,000.00 ++ total room rental

Meeting room rental charges are subject to taxable service charge and tax (currently 23% and 7% respectively)

MEETING ROOM CONCESSIONS

- Hotel will honor coffee price of \$55.00++ per gallon for all 2025 & 2026 contracted events
- A minimum of (2) skirted registration tables and (2) display tables will be provided at no additional charge
- Complimentary water stations provided in meeting rooms and/or foyer spaces, based on hotel's inventory
- Complimentary dais with stairs with handrails, to hold at least (4) tables with (2) chairs each, will be provided in the General Session Room
- Complimentary podium will be provided in the General Session Room
- Wired podium microphone is \$40.00++ per day
- Complimentary House Sound system. Group will rent mixers, microphones and boom stands at prevailing prices per day; group will rent projectors.
- Hotel will provide WIFI for up to (20) devices for the board/speakers/staff in the meeting rooms complimentary
- Complimentary table linens are included based on hotel inventory (currently white or black)

FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by NFAC, Inc., the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

Date	Day	Start Time	End Time	Post As/Signage	Set-Up	Function Space	PPL
1/3/2025	Fri	5:00 PM	10:00 PM	Registration	Registration	Grand Foyer	4
		5:00 PM	10:00 PM	Meeting	Theatre	Salons FGH	60
		5:00 PM	10:00 PM	Grapevine	Special	Ballroom A	40
		5:00 PM	11:00 PM	Archives	Special	Ballroom B	40
		5:00 PM	10:00 PM	Registrar	Special	Ballroom C	2
		5:00 PM	10:00 PM	Office	Conference	Cypress	4
1/4/2025	Sat	8:00 AM	10:00 PM	Registration	Registration	Grand Foyer	4
		8:00 AM	5:00 PM	Breakout	Theatre	Orchid Salon 1	40
		8:00 AM	5:00 PM	Breakout	Theatre	Orchid Salon 2	40
		8:00 AM	5:00 PM	Breakout	Theatre	Orchid Salon 3	40
		8:00 AM	5:00 PM	Breakout	Theatre	Salons FGH	100
		8:00 AM	5:00 PM	Breakout	Theatre	Ballroom D	150
		8:00 AM	5:00 PM	Breakout	Theatre	Ballroom E	150
		8:00 AM	10:00 PM	Office	Conference	Cypress	4
		8:00 AM	10:00 PM	Grapevine	Special	Ballroom A	40
		8:00 AM	11:00 PM	Archives	Special	Ballroom B	40
		8:00 AM	10:00 PM	Registrar	Special	Ballroom C	2
		8:00 PM	10:30 PM	General Session	Theatre	Salons DE	300
1/5/2025	Sun	8:00 AM	3:00 PM	Registration	Registration	Grand Foyer	4
		8:00 AM	3:00 PM	Office	Conference	Cypress	4
		8:00 AM	3:00 PM	Grapevine	Special	Ballroom A	40
		8:00 AM	3:00 PM	Archives	Special	Ballroom B	40
		8:00 AM	3:00 PM	Registrar	Special	Ballroom C	2
		8:00 AM	3:00 PM	Rounds	Rounds of 10	Salons DEFGH	380

The Hotel reserves the right to adjust function space in direct proportion to any changes in the number of attendees.

++ All prices quoted are subject to applicable taxable service charge & tax (currently 23% and 7% respectively).

MEETING ROOM INTERNET

Hotel will provide complimentary WIFI for up to 20 devices for board/staff/speakers in the meeting rooms. If internet is required for all attendees the cost would be a one-time fee of \$1000.00++ for the entire weekend for up to 250 people (discounted from \$10 per person, per day). Hotel guests have complimentary internet in their guestroom and lobby, but not in the meeting space.

IN-HOUSE EQUIPMENT

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

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 NFAC, Inc. 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.

USE OF OUTSIDE VENDORS

If NFAC, Inc. wishes to hire outside vendors to provide any goods or services at Hotel during the Event, NFAC, Inc. must notify Hotel of the specific goods or services to be provided and provide sufficient advance notice to the Hotel so that the Hotel can (i) determine, in Hotel's sole discretion, whether such vendor must provide Hotel, in form and amount reasonably satisfactory to Hotel, an indemnification agreement and proof of adequate insurance, and (ii) approve, using reasonable judgment, the selection of the outside vendor and the goods or services to be provided by such outside vendor to NFAC, Inc., taking into consideration: (a) whether Hotel offers such goods and services; (b) the risk level posed by certain activities; and (c) the safety and well-being of guests at Hotel.

PERFORMANCE LICENSES

NFAC, Inc. will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including without limitation, music, audio, or video recordings, art, etc.) that NFAC, Inc. may use or request to be used at the Hotel.

DAMAGE TO FUNCTION SPACE

NFAC, INC. agrees to pay for any damage to the function space that occurs while NFAC, INC. is using it. NFAC, INC. will not be responsible, however, for ordinary wear and tear or for damage that it can show was caused by persons other than NFAC, INC. and its attendees. **No Smoking Is Permitted Within The Hotel. Smoking Is Permitted Outside The Hotel In Designated Areas.**

ENVIRONMENTAL POLICY

The Orlando Marriott Lake Mary is a **Two Palm** Designated Florida Green Lodging Hotel.

The Orlando Marriott Lake Mary is 100% smoke free. Smoking is not permitted in any Public Meeting Space, Hospitality Suites or Guest Rooms. If smoking occurs in any such room other than a guest room, a minimum of \$250.00 fee will be assessed to the master account. If smoking occurs in any guest room utilized by the Group, the individual guest will be charged A \$250.00 fee.

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.

PACKAGE RECEIVING

The Orlando Marriott Lake Mary will accept up to five boxes less than 20 pounds each at no charge. Any freight or delivery needs that exceed five boxes under 20 pounds each must be communicated to the Event Manager in writing and will be priced at the time the Hotel receives the details. The Hotel will not load, unload, package, crate, or move any items without prior notice as stated and charges agreed upon by both parties. Charges are as follows:

1-5 Boxes up to 20 lbs each	Complimentary
6-10 Boxes up to 20 lbs each	\$5.00 each
11-20 Boxes	\$10.00 each
Bulk weight 100 lbs intervals	\$65.00 per/ 100 lbs.
Over 500 lbs	\$80.00 per lb.

Larger shipments must be coordinated in advance to ensure proper storage and shipping procedures.

Boxes must be addressed to the attention of your group's On-Site Contact and marked with the name and date of your function. Due to limited storage space, we request that shipments arrive no earlier than three days prior to the group's arrival. Please label each package with the following address:

Name of Sender/Company Name
Address/Telephone Number
Group Arrival Date/Group On-Site Contact
Group Name/Event Manager's Name
Orlando Marriott Lake Mary, 1501 International Parkway, Lake Mary, FL 32746

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 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.

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

- ☐ 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.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations, or deletions, including corrective lining out by either Hotel or **NFAC, INC.**, will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

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 **NFAC, INC.** agree to cooperate with each other to ensure compliance with such laws.

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

Each party agrees to use good faith efforts to ensure that it complies with its obligations under the Americans with Disabilities Act and the Act's accompanying regulations and guidelines (collectively the "ADA"). Each party further agrees to indemnify and hold the other party harmless from and against any and all claims and expenses, including attorneys' fees and litigation expenses, that may be incurred by or asserted against the other party or its officers, directors, agents, and employees on the basis of the indemnifying party's non-compliance with any of the provisions of the ADA. **NFAC, INC.** agrees to provide Hotel with reasonable advance notice about the special needs of any attendees of which **NFAC, INC.** is aware.

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.

CANCELLATION

In the event that the Group cancels this Agreement, the Group shall pay, in lieu of any other amounts due hereunder or otherwise in respect of this Agreement, liquidated damages determined as follows:

29 days from the start of the official event dates;	100% of rooms profit and food & beverage minimums	\$17,470.00
179 days to 30 days from the start of the official event dates;	75% of rooms profit and food & beverage minimums	\$13,102.50
239 days to 180 days from the start of the official event dates;	50% of rooms profit and food & beverage minimums	\$8735.00
364 days to 240 days from the start of the official event dates;	25% of rooms profit and food & beverage minimums	\$ 4368.00

All liquidated damages are plus applicable taxes.

Group shall make payment due as a result of termination of this Agreement under the terms of this provision to the Hotel within 30 days after written notice of termination.

PRIVACY

Marriott International, Inc. ("Marriott") is committed to complying with obligations applicable to Marriott under applicable privacy and data protection laws, including to the extent applicable EU data protection laws. Hotel shall comply with the then-current Marriott Group Global Privacy Statement (the "Privacy Statement," currently available at <http://www.marriott.com/about/privacy.mi>) with respect to any personal data received under this Agreement.

Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration.

NFAC, Inc. will obtain all necessary rights and permissions prior to providing any personal data to Hotel, including all rights and permissions required for Hotel, Hotel affiliates, and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Hotel's privacy statement and applicable law. Notwithstanding any other provision, Hotel may use an individual's own personal data to the extent directed by, consented to or requested by such individual.

ACCEPTANCE

When presented by the Hotel to the Group, this document is an invitation by the Hotel to the Group to make an offer. Upon signature by the Group, this document will be an offer by the Group. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies the Group at any time prior to the Groups execution of this document, the outlined format and dates will be held by the Hotel for the Group on a first-option basis until **June 5, 2024**. If the Group 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, the Group and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

ELECTRONIC SIGNATURES

In accordance with federal law, the parties shall execute this Agreement electronically – binding the parties to the same degree as a handwritten signature – by using the following process to create an electronic symbol signifying intent to be legally bound. Each party must fill in the name, title, and date below, and insert a blackened box ("■") at the end of the line marked "Electronic Signature (***Replace Empty Box with Blackened Box Here to Enter Into Binding Obligation***)*." This Agreement shall not be binding on either party until both parties have electronically executed versions of the Agreement that are identical (apart from the electronic execution) and delivered the same to the other party by electronic mail as an attachment. Each party shall retain a paper copy of the electronic mail and attached executed Agreement received from the other party.

Approved and authorized by North Florida Area Conference Inc. (NFAC, Inc.)

Name: (Print) Nicole Dombal

Title: (Print) Chair

Date: 6/5/2024

Electronic Signature

(Replace Empty Box with Blackened Box Here to Enter Into Binding Obligation): ■

Approved and authorized by North Florida Area Conference Inc. (NFAC, Inc.)

Name: (Print) Pete Williams

Title: (Print) Alternate Chair

Date: 6/5/24

Electronic Signature

(Replace Empty Box with Blackened Box Here to Enter Into Binding Obligation): ■

Approved and authorized by Hotel:

Name: (Print) Jackie Rhody

Title: (Print) Sales Manager

Date: 6/5/24

Electronic Signature

(Replace Empty Box with Blackened Box Here to Enter Into Binding Obligation): ■

*This may be done in Microsoft Word by double-clicking on the above unfilled box, choosing a blackened box, and then clicking "Insert." Alternatively, one can use the commands "Insert" and "Symbol," choose the blackened box, and then click "Insert."