SHERATON

Orlando North Hotel

GROUP SALES AGREEMENT

600 North Lake Destiny Road, Maitland, FL 32751
Phone: (407) 551-7624 | Fax: (407) 551.7535 | Email: AJ.Moore@AimHosp.com

This Agreement is made and entered into as of **Wednesday, October 27, 2021,** by and between **CL1 Orlando LLC d/b/a Sheraton Orlando North** (hereinafter referred to as "Hotel") and **NORTH FLORIDA AREA CONFERENCE,JNC.** (hereinafter referred to as "Group"), Group agrees that the terms of this Agreement are based upon the information provided by group below. This Agreement will become binding on both parties only after it is signed by both parties.

ARTICLE I: DESCRIPTION OF THE EVENT

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

Event Name and general description of events: **NFACAssembly 1- January 21-23, 2022;**
NFACAssembly 2 -April 8-10, 2022;
NFAC Assembly 3 - July 8-10, 2022;
NFAC Assembly 4 - October 7-9, 2022

(hereinafter the "Event(s)").

Group Contact Name:
Group Contact Phone: **altchairperson@aanorthflorida.org**
Group Contact E-MailAddress: **305 Fox Squirrel Lane, Longwood, FL 32779**
Group Contact Address:

ARTICLE II: GROUP ROOM RESERVATIONS

2.1 Sleeping Rooms and Rates. Hotel agrees that it will provide, and Group agrees that either Group or guests attending each of the four (4) Events (as specified below) will purchase room nights in the Hotel **in** the following pattern (the **"Room Block"):**

NFACASSEMBLY 1:

Room Type	Friday 1/21/22	Saturday 1/22/22	Sunday 1/23/22
Traditional Double Queens	70	130	c/o

Total Room Nights: 200

NFACASSEMBLY2:

Room Type	Friday 4/8/22	Saturday 4/9/22	Sunday 4/10/22
Traditional Double Queens	70	130	c/o

Total Room Nights: 200

NFAC ASSEMBLY 3:

Room Type	Friday 7/8/22	Saturday 7/9/22	Sunday 7/10/22
Traditional Double Queens	70	130	c/o

Total Room Nights: 200

NFACASSEMBLY 4:

Room Type	Friday 10/7/22	Saturday 10/8/22	Sunday 10/9/22
Traditional Double Queens	70	130	c/o

Total Room Nights: 200

In consideration of the room night commitment and the functions identified on the Function information agenda **for all 4 group functions** mentioned above, Hotel will provide Group with the following special concessions:

- Complimentary guestroom standard Wi-Fi Internet
- Meeting room rental fees waived with a pickup of at least 160 room nights for each of the 4 programs
- Double Marriott BONVOY points
- 1 comp per 50, per night
- Discounted pricing for coffee at $40++ per gallon in meeting space
- 10% Discount on published Audio Visual pricing on in-stock items, excluding labor, service charge & taxes when using Hotel's AV partner, currently Encore AV
- Hotel will offer Group the following:
  - On Friday, one (1) wired internet connection line (15 Mbps up/down) plus Wi-Fi internet connection (5 Mbps up/down) for up to 5 attendees
  - On Saturday, five (5) wired internet connection lines (15 Mbps up/down) pluls Wi-Fi internet connections (5 Mbps up/down) for up to 25 attendees
  - On Sunday, one (1) wired internet connection line (15 Mbps up/down) plus Wi-Fi internet connection (5 Mbps up/down) for up to 5 attendees

  The cost of these wired lines is $170++ per day. To offset this cost, Hotel will offer a rebate of $9.74 per consumed room night at the group rate to the Master Account. If Group picks up at least 160 room nights for each Assembly, the cost of this internet service would be $0. Rebate collected in excess of Internet cost(s) shall revert to the Hotel and may not be used to offset other charges to the Master Account. Should the Group actualize less than 160 room nights, per Assembly, then, a credit of $9.74 shall be made for each room night paid in Attrition charges to 160 room nights.
- No load-in/load-out charge from hotel for Group's use of an outside AV provider
- Up to 5 meeting room keys which Group will be responsible for. Meeting room doors will remain locked by Hotel for access by Group.

Guest Room Rates. The hotel is pleased to confirm the following room rates for the following 2022 groups: NFAC Assembly 1, NFAC Assembly 2, NFAC Assembly 3 and NFAC Assembly 4.

Room	Sin le Double Rate	Triple Rate	Quad Rate
Traditional Kin or Double Queens	$129	$139	$149

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The above rates will be offered, on a space-available and rate-available basis, to Events attendees 3 days prior and 3 days after the dates of the Events. Reqnests will be accommodated to the best of the Hotel's ability. Check in time is 3:00 p.m. ET. Check out time is 12:00 noon. Attendees will receive accommodations prior to 3:00 p.m. ET as available. A late check-out charge equal to fifty percent (50%) of the room rate plus tax will be applied to each room vacated after 3:00 p.m. After 6:00 p.m., the full day room rate plus tax will be charged. All late checkouts are subject to availability.

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

2.3 Early Departure Fee. All sleeping rooms shall be subject to an Early Departure Fee equal to one night's room rate, plus applicable fees, taxes and assessments. Group assumes responsibility for disclosing, to all attendees of the Event, this early departure fee.

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

2.5 Cut-off Date. After **21 days prior to each Group's arrival** (the **"Cut-off Date"),** Hotel shall be permitted to release, for sale to the general public or to other groups, any room nights in the Room Block that have not been reserved as provided in this Agreement. Hotel will continue to accept reservations from Group's attendees after that date at the prevailing room rate, subject to availability. The release of room nights after the Cutoff Date for each Event shall not release Group from any liability for Sleeping Room Performance as provided in this Agreement. The respective **Cut-off Dates** are as follows:

NFAC Assembly 1:	Tuesday, December 28, 2021
NFAC Assembly 2:	Tuesday, March 15, 2022
NFAC Assembly 3:	Wednesday, June 15, 2022
NFAC Assembly 4:	Wednesday, September 14, 2022

2.6 Intermediary Commission or Fee. All rates are non-commissionable.

2.7 Sleeping Room Reservations. Individual Reservations. Each individual guest must make his or her own reservation by calling 1-866-837-5175 or booking with a Marriott groups link provided so that individuals may make reservations at their convenience online at the negotiated rates no later than the respective Cutoff Dates. Guests calling **in** for reservations must identify themselves as members of Group. All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card. If a guest does not cancel a reservation within seventy-two **(72)** hours before **3:00pm ET** of the guest's check-in date, then Hotel may charge the credit card one night's room fee plus any applicable taxes.

ARTICLE III: FUNCTION ROOM AND CATERING SERVICES

3.1 Function Rooms. Hotel shall make the following reservations of meeting spaces for group functions during each of the NFAC 2022 Assembly Group Events **("Functions"):**

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Day	Times	Function	Set-up	Attendees	*Function Room*
Friday Assembly 1: 1/21/22 Assembly 2: 4/8/22 Assembly 3: 7/8/22 Assembly 4: 10/7/22	5 pm-10 pm	Meeting	Theater	100	*Oscar Wilde 2&3*
Saturday Assembly 1: 1/22/22 Assembly 2: 4/9 /22 Assembly 3: 7/9/22 Assembly 4: 10/8/22	8 am-10 nm	Office	Conference	3.4	*Thomvson*
	8 am-10 pm	Breakout#l	Theater	100-150	*Oscar Wilde 2&3*
	8am-10pm	Breakout#2	Theater	100-150	*Oscar Wilde 4*
	8am-10nm	Breakout#3	Theater	100-150	*Jovce 1&2*
	8am-10pm	Breakout#4	Schoolroom	25-40	*Gray*
	8am-10pm	Breakout#5	Theater	25-40	*Beaufort*
	Sam-10 pm	Breakout#6	Theater	25-40	*Holland*
	Sam-10 pm	Display Room	Exhibits	8 vendor tables	*Swift*
	Sam-10 pm	Disnlav Room	Exhibits	8 vendor tables	*Shaw*
	5pm-10pm	General Session	Theater	300	*Oscar Wilde I*
Sunday Assembly 1: 1/23/22 Assembly 2: 4/10/22 Assembly 3: 7/10/22 Assembly 4: 10/9/22	8 am-1:30 pm	General Session	Rounds	380	*Oscar Wilde Ballroom*

All food and beverage served on the premises of Hotel must be supplied and prepared by Hotel. In addition, no remaining food or beverage shall be removed from the premises of the Hotel.

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

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

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

3.3 <u>Outside Contractors.</u> If Group intends to use the services of any contractor unaffiliated with Hotel to provide any services within the Hotel's premises before, during or after the Event (including, without limitation, security companies, decorators, florists and audio-visual service providers), Group shall provide written notice to Hotel at least 30 days before the Arrival Date identifying the contractor(s), and the contractor(s) shall not be allowed onto the premises of the Hotel without Hotel's advance written consent. If Hotel is required under any collective bargaining agreement, requirements contract or any other contract to incur any expense if a particular service provider or set of employees does not perform services that Group

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wishes to perform itself or to have performed by an outside contractor, then Group shall be responsible for these expenses, which shall be added to the Master Account. Hotel may require a representative any outside contractor invited to Hotel by Group to sign a release and indemnification of Hotel, in a form provided by Hotel and to provide evidence of insurance reasonably acceptable to Hotel. Hotel will provide Group a copy of its standard form for this purpose upon request.

3.1 **llxhibitors.**
No load in may occor anywhere on hotel property witheot the prior app Services Department. Vendf>fS-ffiu51'-pl'DVide the llvent 14anager with a schedule eHl,e-leaa--infelllo-seVen (7) days prior to the event. f.ll e><hibitjp1'Gauetion companies must provide their Certificate of-General Liability Insurance in a minimum amolffi{--f}l'-$±-lf!j]]jaJt dollars to the Event Manager 14-<Hlys prior to the event date. If a "Hold Harmless" agreement is r-e<J:llired it must be signed by a representn#ve of the produooon or decorating company prior to load in.

3.5 Function Room Usage Fees. Based on the contracting of all four (4) NFAC Assembly programs in 2022, along with a pickup of at least 80% of the room nights booked per program, Hotel will waive the Function Room Usage Fee. If Group seeks to modify the Room Block or the size or number of Functions, Hotel reserves the right to charge Function Room Usage Fees applying rates ordinarily assessed by Hotel for use of the applicable spaces.

3.6 Banquet Services: A minimum of $1,200.00 in food and beverage must be spent at each of the Group's four (4) NFAC Assembly 2022 groups (the "F&B Revenues"). These F&B Revenues do not include room rental, meeting space rental, service charges, tax and labor charges, audio-visual, parking or any other miscellaneous charges incurred. Group is required to pay Hotel the full F&B Revenues, regardless of whether Group actually charges that amount. Group is required to pay Hotel any amounts exceeding the F&B Revenues. Administrative fees= 23% and Taxes= 6.5%. Administrative fees are taxable.

3.7 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.

3.8 Audio-Visual Services. ENCORE'" is our in-house Audio/Visual department, a£4he eontracter for all ef your audio/visual needs at our Hotel. !'er groups utilizing the Hetcl'&-meeting space and/or one or more of the Hetel's Ballroems, an on site EMCOR!l representative should be contracted ts be available ts the company at all times. This person will serve as a liaisen-te---the--Hetcl and its systems and will work with the Hate! ta ens11re eur hetel standards are uphe!EI. ENCORE will be available to supplement your program with any additional equipment needs on-site, offer advice and assistance, and act as technical liaison with Engineering and other applicable Hotel departments. This responsibility also includes familiarization and instruction on the use of all ballroom/exhibit halls, sound and lighting systems, and the customization of existing room lighting levels.

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

•Outside AV providers must provide their own carts for projectors, the Hotel does not provide cocktail tables (as we do not have the inventory to support). ENCORE can provide projector tables @ $30.00++ each per *day. Projector tables must be ordered one week prior to the start of the event*

•Outside AV Production Package - Charges for this service will be waived.

•Basic AV Power Package - Charges for this setvice will be posted at $75.00++ per day for (1) Extension Cord, (1) Power Strip, and Taping of Power Cords for Clients. These fees are to ensure your program is in conformance with o,,r in-house standards.

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Contact for ENCORE is as follows:
Kami Taylor
Director, Sales & Operations - Encore®
Sheraton Orlando North Hotel
Email: Kami.Taylor@encoreglohal.com
Office: 407.551.7560 | Mobile: 214.205.2075

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

3.9 In-House Equipment. Hotel will provide, at no charge, a reasonable amount of meeting equipment (for example, chairs, tables, chalkboards, etc,), These complimentary arrangements do not include special setups or extraordinary formats that would deplete Hotel's present in-house equipment to the point of requiring rental of an additional supply to accommodate Group's needs, If such special setups or extraordinary formats are requested, Hotel will present Group two (2) alternatives: (1) charging Group the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost.

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

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

If Grm1p fails to respona, by the Henu Deaaline, to any menu prnposals submittea by Hotel to Grnup for any Function, then Hotel may (a] aeem as approves by Grnup any menu proposals it has submittea to Grnup or, (b) if Hotel has not submittea any such prnposals, make its own selections. Other than specifically stated i.n the approves menu or otherwise agree4----in-a--,;eparate writing signea by Grnup and aH autlrnrized l'<!pfasentative of Hotel, Hotel will not be responsible for any specific aietary requests or requirements,

Group must notify Hotel of tlie final attenaance count for each Function no later tl1an noon 7 ,lays prior to the schedules flmction. Guarantees attenaance for functions scheaulea Thursaay or Friaay must ee received-by noon on the preceaing Friday, If Group ,ails to notify Hotel of tlie final attenaance count for an EvenHJy-7-days prior to the scheauled function, the final attenaance count shall be deemea to ee the 1rnmeer-desig11atea for such Function in this f,greement. Group shall have no aiscretion to reduce the final atte11dance count for any Fu11ction after 7 aays prior to tlie sclledulea functioll, ana will ee charges bases Oil the final attendance count ifrespective of the numbe!'---Of.peeple-who actually attena the Function,

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

Group will have available an authorized representative at each event who will be presented a check prior to the conclusion of each respective event. Such representative shall verify that all charges are correct and consistent with this Agreement and any changes and shall sign off on such check.

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ARTICLE IV: BILLING /CREDIT PROCEDURES

4.1 Sleeping Room Payment. Individual guests will pay their own sleeping room rates (including any tax) and incidental charges (e.g. room service, parking fees). At the time of check-in, each guest will be required to present a major credit card whose brand is accepted by Hotel, on which Hotel may place a hold or process a prepayment in the amount of the guest's estimated charges.

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

4.3 Group's Master Account. The term **"Master Account"** means a running invoice that includes all amounts payable by Group to Hotel under any provision of this Agreement. Four (4) separate Master Accounts will be set up by the Hotel - one for each of the four (4) Events. **By the respective Cut-off Dates,** Group will identify to Hotel, in writing, at least one representative of Group who will be present on the premises of Hotel throughout the Events (each an **"Authorized Representative").** Group hereby authorizes each Authorized Representative to incur charges to the Master Accounts, for example by signing banquet event orders.

The following individual(s), whether or not they are present at the Events, shall have authority to incur charges to the Master Accounts:

Richard C. and Terri-Lynn S.

4.4 Deposit. A nonrefundable advance payment of **$2,000.00** will be required in order to hold arrangements on a definite basis, *(This represents an advance payment of $500,00 for each of the four (4) programs.)* The nonrefundable advance deposit represents a "good faith" payment that will be used in part to pay for any attrition or cancellation fees that may be incurred. This advance payment is due upon contract signing and will be credited toward the Master Accounts of NFAC Assembly 1, NFAC Assembly 2, NFAC Assembly 3 and NFAC Assembly 4,

NFAC ASSEMBLY 1:

Amount	Due
$500,00	At time of contract signing
Any Remaining Estimated Balance for NFAC Assembly **1**	January 7, 2022

NFAC ASSEMBLY 2:

Amount	Due
$500,00	At time of contract signing
$1,500.00	January 7, 2022
Any Remaining Estimated Balance for NFAC Assembly 2	March 25, 2022

NFAC ASSEMBLY 3:

Amount	Due
$500,00	At time of contract signing
$1,500.00	April 8, 2022
Any Remaining Estimated Balance for NFAC Assembly 3	June 24, 2022

NFAC ASSEMBLY 4:

Amount	Due
$500,00	At time of contract signing
$1,500.00	July 8, 2022
Any Remaining Estimated Balance for NFAC Assembly 4	September 23, 2022

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Payment by Credit Card

If Group wishes to pay any portion of its obligation by credit card, the credit card information must be entered into our secure online web-site, An Electronic Credit Card Link will be sent via email and must be completed and returned with contract. At the conclusion of the event and accounting review, any estimated amounts charged due as a refund will be credited back to the credit card,

Attendees will pay their own room, tax and incidentals incurred by them at the Hotel. At the time of check-in, guests will be required to pre-pay for their estimated charges by a credit card, cash or check. Group will be responsible for all other charges incurred pursuant to this Agreement, including function room rentals, audio visual charges, catered group food and beverage and ancillary charges, All charges that are billed through the Hotel via Group Master Account will be subject to a 23% administrative fee plus 6.5% state tax,

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

ARTICLE V: CANCELLATION

5.1 Cancellation by Gronp. The following table contains an estimate (which the parties acknowledge and agree is reasonable) of the revenue to be generated from each of the four (4) Events. The table itself is not intended to warrant that each Event will generate these amounts of revenue. Neither is the table intended to prevent Hotel from generating more than these amounts of revenue from each Event.

Summary of Revenue Guaranteed by Hotel from EACH NFAC Assemblv 2022 GROUP Event	
Guaranteed Sleeping Room Revenue	$20,640.00
Guaranteed Food and Beverage Revenue	$ 1,200.00
Guaranteed Event Revenue**	**$21,840.00**

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

NFAC ASSEMBLY 1:

Date of Written Cancellation Notice	Amount of Cancellation Fee*
Date of Signed Agreement to October 28, 2021	$2,530.80 *(15%)*
From October 29, 2021 to November 21, 2021 *(uv to 90 davs out)*	$7,592.40 *(45%)*
From November 22, 2021 to December 21, 2021 *(unto 60 davs out)*	$13,497.60 *(80%)*
From December 22, 2021 to January 21, *2022 (uv to 30 davs out)*	$16,872.00 *(100%)*

Cancel!at1011 Fee 1s calculated as fallows: 80% of Guaranteed Sleepmg Roam Revenue to represent agreed profit 011 sleepm,g rooms and 30% of Guaranteed Food and Beverage revenue to represent agreed profit on food & beverage.

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NFACASSEMBLY 2:

Date of Written Cancellation Notice	Amount of Cancellation Fee•
Date of Signed Agreement to January 8, 2022	$2,530.80 *(15%)*
From Januarv 9, 2022 to Februarv 8, 2022 *(im to 90 davs out)*	$7,592.40 *(45%)*
From February 9, 2022 to March 8, 2022 *(up to 60 daysout)*	$13,497.60 *{80%)*
From March 9, 2022 to Aoril 8, 2022 *(up to 30 days out)*	$16,872.00 *(100%)*

**Cancellat,on Fee* 1s *cairnlated as follows: 80% of Guaranteed Sleepmg Room Revenue to represent agreed profit on sleepmg rooms and 30% of Guaranteed Food and Beverage revenue to represent agreed profit on food* & *beverage.*

NFACASSEMBLY 3:

Date of Written Cancellation Notice	Amount of Cancellation Fee*
Date of Signed Agreement to April 8, 2022	$2,530.80 *(15%)*
From April 9, 2022 to May 8, 2022 *(up to 90 days out)*	$7,592.40 *(45%)*
From Mav 9, 2022 to June 8, 2022 *(uv to 60 davs out)*	$13,497.60 *(80%)*
From June 9, 2022 to July 8, 2022 *(up to 30 days out)*	$16,872.00 *(100%)*

**Cancellation Fee is calculated as follows: 80% of Guaranteed Sleeping Room Revenue to represent agreed profit on sleeping rooms and 30% of Guaranteed Food and Beverage revenue to represent agreed profit on food & beverage.*

NFAC ASSEMBLY 4:

Date of Written Cancellation Notice	Amount of Cancellation Fee*
Date of Signed Agreement to April 7, 2022	$2,530.80 *(15%)*
From April 8, 2022 to July 7, 2022 *(up to 180 days out)*	$7,592.40 *(45%)*
From Julv 8, 2022 *to* August 7, 2022 *(im to 90 davs out)*	$10,123.20 *(60%)*
From August 8, 2022 to September 7, 2022 *(up to 60 daysout)*	$13,497.60 *(80%)*
From Seotember 8, 2022 to October 7, 2022 *(uv to 30 davs out)*	$16,872.00 *(100%)*

**Cancellation Fee is calculated as follows: 80% of Guaranteed Sleeping Room Revenue to represent agreed profit on sleeping rooms and 30% of Guaranteed Food and Beverage revenue to represent agreed profit on food & beverage.*

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

5,2 Cancellation by Hotel. If Hotel cancels this Agreement or is unable to provide the requested rooms or meeting space, the Hotel will work with Group to arrange alternative accommodations and space at the prices set forth herein. Hotel will arrange for comparable space in the same vicinity of the hotel and shall provide, without charge, necessary transportation between the alternative site and the Hotel. Hotel's liability is limited to these remedies and Hotel shall not be liable for any consequential, punitive or special damages. Any and all deposits held by Hotel will be returned to Group.

5.3 Force Majeure. Either party may cancel the Agreement without liability to the other party upon the occurrence of any event or circumstance beyond the control of such party, including acts of God, declared war in the United States, acts of terrorism in the city where the Hotel premises is located, government regulations, disaster, strikes or civil disorder, curtailment of transportation that prevents at least fifty percent (50%) of the attendees from attending the peak night of the Room Block, to the extent that the above described event(s) or circumstance(s) makes it illegal or impossible for Hotel to provide, or for Group in general to use, the premises of Hotel. The Agreement cannot be cancelled under this section because of general economic conditions, including (without limitation) any recession or budget cut. Either party that wishes to cancel the Agreement pursuant to this section must provide written notice to the other party identifying the event or circumstance that is the basis for such cancellation within ten

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(10) days after learning about such event or circumstance. This provision shall not, however, relieve either party from using its reasonable commercial efforts to avoid, remove or mitigate such force majeure event and to continue performance with reasonable dispatch whenever such causes are removed. If the Agreement is duly cancelled under this Section, then Hotel shall, within thirty (30) days after such cancellation, refund any deposits made by Group,

ARTICLE VI: PERFORMANCE REQUIREMENTS

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

ARTICLE VII: MISCELLANEOUS

7.1 Parking. Sheraton Orlando North offers complimentary self-parking to Group for overnight guests, and will offer a discounted rate of **$5.00** for self-parking for **day nse attendees** of your events, *{Self-parking* is *valued at $13.00 per vehicle per day.)* Please inform your Convention Services Manager about coach parking exceeding 20 passengers or more so that they might reserve the necessary area during the Group's stay. Coach parking is available at $35.00 per day, per coach.

7.2 Signs and Displays / Use of Hotel's Name. Group shall not display signs in Hotel or use the name or logo of the Hotel or any franchisor of Hotel in any promotional materials without prior written approval of the General Manager of the Hotel. Group further agrees that no sign, banner or display shall be affixed to any part of the Hotel witi10ut the prior written consent of Hotel. Group will be responsible for the cost of repairing any damages caused to the walls, fixtures or carpet caused by any such sign, banner or display,

7.3 Security, At the time of this Agreement, Hotel and Group agree that additional security will not be required by the Hotel. Should the scope, events or planned functions, as outlined in this Agreement substantially change, then the Hotel may, at its sole discretion, require additional security that the Group will provide. Hotel may allow Group to retain an outside security service provider that is approved in writing by Hotel prior to the Events or the applicable Functions. If Group hires an outside security service provider, Gronp must provide Hotel with a copy of its agreement with the service provider, which shall indemnify Hotel, its owner, its management company and their respective parents, subsidiaries and affiliates, and all of their respective owners, me1nbers, partners, directors, officers, employees, representatives and agents, from and against any liabilities related to the security services, Under no circumstances shall any armed security personnel be permitted onto the premises of Hotel without Hotel's advanced written approval, which Hotel may withhold in its sole and absolute discretion,

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

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Inbound Package Handling Fees	
0 to 5 pounds	$5.00++ each
6 to 20 pounds	$10.00++ each
21 to 50 pounds	$15.00++ each
Over 50 pounds	$25.00++ each

7.5 **Notices.** All notices, offers, acceptances, requests and other communications hereunder shall be in writing and shall be deemed sufficient if hand delivered (against receipt) or sent by a commercially recognized express delivery service (e.g. FedEx or UPS), or certified or registered U.S. Mail, postage prepaid, to the Group Contact, at the address for the Group Contact, both identified on the first page of this Agreement; or, ifto Hotel, to the street address of the Hotel premises to the attention of its General Manager, with a copy to Interstate Hotels & Resorts, Inc., 4501 N. Fairfax Drive, Suite 500, Arlington, VA 22203, Attn: General Counsel. Hotel may change Hotel's designated contact at any time upon notice. Hotel will not be bound by any notice unless delivered to Hotel in the manner specified herein.

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

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

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

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

7.10 Group's Property. Gronp agrees Hotel will not be responsible for the safe-keeping of equipment, supplies, written material or other valuable items left in meeting rooms, sleeping rooms or anywhere on Hotel's premises. Group is responsible for securing any such aforementioned items and hereby assumes responsibility for loss thereof. Group may not rely on any verbal or written assurances provided by Hotel staff, other than as provided in this Agreement. Property of Group is the sole responsibility of Group and/or its owner. Group warrants that it has procnred sufficient insurance to cover the loss of such property and waives any claims under Hotel's insurance policy for the loss of Group's property or the property of any of its **attendees or invitees.**

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

7.12 Dispute Resolntion.

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

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

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

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

7.13 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the Events and supersedes any previous agreen1ents, communications, representations or agreements, whether written or oral. Any modifications, additions or corrective lining out made on this Agreement will not be binding unless such modifications have been signed or initialed by both parties. Any amendments to this Agreement must be made in writing and signed by authorized representative of each party. For the avoidance of doubt, this section shall not prevent Group from ordering particular or additional services from Hotel through a banquet event order or other document signed by an Authorized Representative.

7.14 No Assignment. Neither party may assign or transfer this Agreement or any of its rights (other than rights to receive payments] or obligations hereunder without the written consent of other party, unless the assignment is to an affiliate of the assigning party pursuant to an internal reorganization or acquisition of the assigning party, or the assignment is made to an entity that acquires all or substantially all of the assigning party's assets. Any attempted assignment or transfer hy Group without such consent may, at the option of Hotel, be deemed to be a Cancellation, in which case Group shall be liable for a Cancellation Fee set forth herein.

7.15 Miscellaneous. Each person signing this Agreement warrants that he or she is authorized to bind the party for which he or she is signing. Any provision of this Agreement that is deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement. The failure of either party to insist, at any time, on strict performance of any terms or conditions of this Agreement, or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, condition, option, right or remedy. No waiver by either party of any term or condition hereof shall be deemed to have been made unless expressed in writing and signed by such party.

7.16 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 each Event (provided that the Event is not cancelled and Group has otherwise complied with the material terms and conditions of this Agreement], the

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

GROUP MUST CHECK ONE OPTION BELOW:

CJ 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

CJ The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) declines or is not eligible to receive Points or Miles and hereby waives the right to receive Points or Miles in connection with the Event.

The individual identified above to receive either Points or Miles may not be changed without such individual's prior written consent. The number of Points or Miles to be awarded shall be determined pursuant to the Marriott Bonvoy Terms and Conditions (the "Terms and Conditions"), as in effect at the time of award. All Marriott Bonvoy Terms and Conditions apply. The Terms and Conditions are available on-line at https://www.marriott.com/loyalty/terms/default.mi and may be changed at the sole discretion of Marriott International, Inc. at any time and without notice. Capitalized terms used in this section have the meanings given to them in the Terms and Conditions.

ARTICLE VIII: EXECUTION OF AGREEMENT

8.1 Hotel's transmission of an unsigned copy of this Agreement to the Group or its Agent shall be deemed an invitation for Group to make an offer. The Group or Agent's return of its signature on a copy of this Agreement due by October 31, 2021 shall be deemed an offer by the Group. Hotel's subsequent signature of the Agreement shall be deemed an acceptance of the Group's offer by Hotel.

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

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

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

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

CL1 Orlando LLC d/b/a Sheraton Orlando North
By: AJ Moore
Title: Area Sale,t

Signature:Date: /

Director of Sales:

NORTH FLORIDA AREA CONFERENCE, INC.

Contact Name:
Title:

Signature:

Date:

Chairperson,
Area 14 – Panel 71

Contact Name:
Title: Alt. Chairperson,Area 14 - Panel 71

Signature:

Date