



HYATT REGENCY ORLANDO AIRPORT
9300 JEFF FUQUA BOULEVARD
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GROUP SALES AGREEMENT

Date Prepared: September 1, 2022

Group Contact: SHEILA FREANEY

Title: BOARD LIAISON

Organization: Florida Housing Finance Corp.

Address: 227 N BRONOUGH ST STE 5000
TALLAHASSEE, FL 32301-1367

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Event Name: FLORIDA HOUSING FINANCE CORPORATION

Official Event Dates: July 20 – 22, 2023

Hotel Sales Manager: Danielle Veillette

Title: Group Sales Manager

Telephone: (407) 825-1322 Fax: (407) 825-1269 Email: danielle.veillette@hyatt.com

Florida Housing Finance Corp. ("Group") and HYATT COPORATION as agent of GREATER ORLANDO AVIATION AUTHORITY d/b/a HYATT REGENCY ORLANDO INTERNATIONAL AIRPORT ("Hotel") agree as follows:

GROUP'S FIRST OPTION DUE DATE

Hotel agrees to hold the guest rooms and meeting and event space listed in this Group Sales Agreement (the "Agreement") for the Event named above on a tentative basis until **Friday, September 9, 2022 at 5:00pm ET**. If this Agreement is not fully executed by Group and returned to Hotel, together with any required deposit, credit application or other materials, by **Friday, September 9, 2022 at 5:00pm ET**, Hotel may release the guest rooms and/or meeting and event space. If, prior to Group's execution and return of this Agreement together with any other required materials, Hotel receives an alternate request for the Event guest rooms and/or meeting and event space, Hotel will notify Group and Group will have forty-eight (48) hours from Hotel's notification to return this signed Agreement together with any other required materials to Hotel.

GUEST ROOM BLOCK AND CONTRACTED GUEST ROOM REVENUE COMMITMENT

The table below sets forth the total number of guest rooms set aside by Hotel for Group’s use during the Official Event Dates (“Guest Room Block”) together with the associated daily contracted guest room revenue (“Contracted Guest Room Revenue Commitment”), and Group’s daily Guest Room Revenue Minimum (as defined herein).

Date	Day	Standard Guestroom with One King Bed	One King Bed Deluxe Guestroom	Daily Contracted Guest Room Block
20 Jul 2023	Thursday	49	1	50

Total Contracted Guest Room Block: 50

GUEST ROOM RATES

Hotel confirms the following Guest Room Rates:

Room Type	Block Type	Single Rate	Double Rate	Triple Rate	Quad Rate
Standard Guestroom with One King Bed	Group	\$179.00	\$179.00	\$204.00	\$229.00

The Guest Room Rates are quoted exclusive of any applicable taxes (which are currently 12.5%), applicable service fees, and/or Hotel-specific fees in effect at the time of the Event.

RESERVATION METHOD

Hotel recommends using a **web-based reservation system** to make room reservations. Reservations may be made, modified or cancelled by attendees via a URL provided by Hotel and published by Group to potential attendees (user names or passwords provided to Group to access the web-based reservation system are confidential and their misuse is Group’s responsibility), and the privacy policy of the host of such URL shall apply. Reservations for rooms accessible to guests with disabilities may be made in the same manner. Reservations must be made on or before the Cut-Off Date specified below.

CUT-OFF DATE

The "Cut-Off Date" is **Thursday, June 29, 2023 at 5:00pm ET**. After the Cut-Off Date, all rooms within Group’s contracted Guest Room Block that have not been reserved will be returned to Hotel’s general inventory. Reservation requests for rooms within the Guest Room Block received after the Cut-Off Date will be based on availability at Hotel’s prevailing rates and will be credited to achieving Group’s Contracted Guest Room Revenue Commitment. Only actual reservations for Event attendees will be considered valid room reservations. After the Cut-Off Date, cancelled guest rooms will be returned to Hotel’s inventory. Name changes on, or other transfers of, room reservations will not be accepted after the Cut-Off Date.

NON-COMMISSIONABLE

The Guest Room Rates set forth above are confirmed on a net, non-commissionable basis.

CONTRACTED GUEST ROOM REVENUE COMMITMENT

Hotel agrees to calculate attrition on a cumulative basis vs. daily basis.

Total Guest Room Revenue Commitment: \$8,950.00

Total Guest Room Revenue Minimum: \$7,160.00 (80%)

By entering into this Agreement, it is understood that Hotel is relying on, and Group is agreeing to provide, the Total Guest Room Revenue Commitment and Group is responsible to achieve the Cumulative Guest Room Revenue Minimum Commitment (plus any applicable taxes, service charges and other fees). Should Group's actualized guest room revenue fall below the Cumulative Guest Room Revenue Minimum Commitment, Group shall pay as liquidated damages the difference between the Cumulative Guest Room Revenue Minimum Commitment and the cumulative actualized guest room revenue for duration of event, plus any applicable taxes and service charges, as calculated on a cumulative basis ("Attrition Charges").

Group may not transfer or resell its rights under this Agreement to any third party for purposes of reselling unused portions of its Guest Room Block or fulfilling the Cumulative Guest Room Revenue Minimum Commitment.

Hotel and Group intend to liquidate the damages suffered by Hotel in the event that Group fails to meet the Cumulative Guest Room Revenue Minimum Commitment set forth in this Section. Therefore, Group and Hotel agree that: (a) the damages suffered by Hotel in the event that the Cumulative Guest Room Revenue Minimum Commitment is not met are difficult to calculate; (b) the above formula is a reasonable estimate of such damages; and (c) the Attrition Charges do not constitute a penalty.

Group’s obligations under this Section shall survive completion of this Agreement.

PROGRAM OF EVENTS

<u>Event Name</u>	<u>Event Type</u>	<u>Event Time</u>	<u>Attendance</u>	<u>Setup</u>	<u>Room</u>
<u>Event Date: Thursday, 20-Jul-2023</u>					
Meeting	MEETING	08:00 AM - 05:00 PM	28	OTHER	TULLAMARINE/TEGEL
Coffee	COFFEE BREAK	02:00 PM - 02:30 PM	28	EXISTING	TULLAMARINE/TEGEL
<u>Event Date: Friday, 21-Jul-2023</u>					
Meeting	MEETING	07:30 AM - 05:00 PM	174	OTHER	REGENCY BALLROOM
Coffee	COFFEE BREAK	08:00 AM - 12:00 AM	175	EXISTING	REGENCY BALLROOM

MEETING AND EVENT SPACE COMMITMENT

Group’s program of events must be signed and initialed by Group and returned to Hotel with this signed Agreement (the “Program of Events”). Hotel will hold the meeting and event space as set forth on the signed and initialed Program of Events, which shall be attached to and made a part of this Agreement. This is considered to be a firm commitment by Group and any increase or decrease to that commitment or Group’s Food and Beverage Revenue Commitment (as defined below) may result in a modification of Group’s Meeting and Event Space Rental Fee (as defined below), if any, by Hotel. All meeting and event space is assigned by Hotel according to the number of persons guaranteed to attend the Event. Hotel may reassign the meeting or event space listed on the Program of Events at Hotel's sole discretion. Failure to submit a finalized Program of Events to Hotel by 6/15/23 may result in a release or reassignment by Hotel of the meeting or event space being held for Group. Group agrees to promptly notify Hotel of any changes in its meeting or event space requirements.

Meeting and event space rental for this Event is **\$3,500.00** (the "Meeting and Event Space Rental Fee"). The Meeting Event Space Rental Fee is subject to taxes and service charges in effect at the time of the Event. The current tax rate for meeting rooms is **6.5%** and the service charge is **25%**.

FOOD AND BEVERAGE REVENUE COMMITMENT

By entering into this Agreement, Group agrees to provide a minimum of **\$2,500.00** in meeting and event food and beverage revenue (the "Food and Beverage Revenue Commitment"). The Food and Beverage Revenue Commitment excludes services charges, taxes, audio visual, parking or other associated expenses applicable at the time of the Event.

Should Group's actual meeting and event food and beverage revenue fall below the Food and Beverage Revenue Commitment, Group shall pay as liquidated damages the difference between the Food and Beverage Revenue Commitment (after deducting any permissible reduction) and the actualized meeting and event food and beverage revenue, plus any applicable taxes and service charges (also referred to as “Attrition Charges”). Attrition Charges owed to Hotel under this Section, if any, will be posted as a charge on Group's Master Account together with applicable taxes and service charges.

In order for the Hotel to prepare appropriately for food and beverage events, Group agrees to provide menu choices and number of attendees at least fourteen (14) days prior to the first day of the Event. A surcharge of up to five percent (5%) will be assessed for menu changes that are received less than fourteen (14) days prior to the first day of the Event. Group agrees to provide the guaranteed number of attendees at least seven (7) days prior to the first day of the Event. This number will be considered a guarantee, not subject to reduction, and charges will be made accordingly.

Hotel and Group intend to liquidate the damages suffered by Hotel in the event that Group fails to meet its Food and Beverage Revenue Commitment set forth in this Section. Therefore, Hotel and Group agree that: (a) the damages suffered by Hotel in

the event that the Food and Beverage Commitment is not met are difficult to calculate; (b) the above formula is a reasonable estimate of such damages; and (c) the Attrition Charges do not constitute a penalty.

Group’s obligations under this Section shall survive completion of this Agreement.

All banquet food and beverage arrangements must be made through Hotel. Only food and beverage purchased from Hotel may be served on Hotel property. Hotel reserves the right to cease service of alcoholic beverages in the event that persons under the age limit mandated by applicable law are present at the Event and attempt to receive service of alcoholic beverages. Hotel reserves the right to deny alcoholic beverage service to guests who appear to be intoxicated.

SERVICE CHARGES–FOOD AND BEVERAGE

A service charge and applicable taxes that are in effect at the time of the Event shall be added to all food and beverage charges. The current service charge is **twenty-five percent (25%)**. Service charges may be subject to sales or other taxes in effect at the time of the Event. Group and its attendees may provide an additional tip to Hotel’s staff. All service charges will be posted to Group’s Master Account.

HOUSEKEEPING GRATUITIES

Housekeeping gratuities are up to the individual’s discretion. All housekeeping gratuities are distributed to those members of Hotel’s staff servicing Group’s attendees.

Please check one and initial:

- Housekeeping gratuities to be posted to Master Account.
- Housekeeping gratuities will be up to the individual's discretion.

SPECIAL CONSIDERATIONS

In the event that Group actualizes a minimum of **eighty percent (80%)** of its Contracted Guest Room Revenue Commitment, Hotel, as a special consideration to Group, will provide:

- One (1) upgrades to Deluxe King rooms at the group rate over official group dates
- Two (2) Courtesy Welcome Amenities, Chef’s Selection
- Ten percent (10%) Food & Beverage discount on current published 2023 banquet menus at time of meeting (Disclaimers: Offer excludes alcohol and custom discounted menus, and F&B selections must be received no later than thirty (30) days prior to the official event date to apply discount)
- Twenty Percent (20%) discount off current published AV equipment and custom meeting space internet at time of event when Encore is the sole provider (excluding: rigging, power, and labor)
- Discounted rate of \$10.00 per person per day (*plus applicable service charge, taxes, and labor*) for Basic WIFI connections in the meeting space when Encore is the sole provider. Disclaimers: *Group is not obligated to purchase a set amount of connections; the WIFI connection will be sufficient for general web browsing and checking of email; and this connection will not support heavy downloading or uploading of files. Each connection purchased will allow one (1) device access to the network.*
- Group rate available up to three (3) days pre and post, based upon room type and rate availability
- Complimentary Basic High Speed Wireless Internet in guestrooms & lobby
- Discounted Parking: \$6.00 (Self-Parking for event only) \$14.00 (Self-Parking overnight)
 \$9.00 (Valet Parking for event only) \$18.00 (Valet Parking overnight)

If Group fails to meet the minimum of **eighty percent (80%)** of its Total Guest Room Revenue Commitment, all concessions are subject to re-negotiation.

Special considerations must be assigned as outlined, otherwise they have no value and if not utilized, have no monetary value and cannot be applied as credit to master account.

INCLUDED HOTEL AMENITIES

- Complimentary Basic High Speed Wireless Internet in guestrooms & lobby
- Complimentary use of Stay Fit by Hyatt, available 24 hours a day, 7 days a week
- Complimentary boarding pass printing
- Self-Serve Business Center

BILLING ARRANGEMENTS

Individuals shall be responsible for their own guest 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 Master Account is limited to charges for the Meeting and Event Space Rental Fee, food and beverage events and other services requested by Group.

payment of Group's total estimated Master Account will be due to Hotel ten (10) days prior to Group's arrival. Failure to remit such payment(s) when due will be deemed to be a cancellation of this Agreement by Group, and Group shall be liable for the Cancellation Charges as set forth herein.

Group shall also provide a contingency deposit for additional items or services requested and provided during the Event, equal to 20% of the estimated Master Account Charges ("Contingency Deposit"), due with final deposit. The Contingency Deposit will be credited toward any additional amounts charged for additional items or services requested and provided during the Event, and, if applicable, any other outstanding amounts owed by Group to Hotel. Any portion of the Contingency Deposit remaining after payment of such additional items and outstanding amounts will be refunded to Group.

All deposits will be credited towards any Attrition Charges (defined above) or Cancellation Charges (defined below) due to Hotel. Payment may be made by check, credit card, wire transfer or ACH. Hotel will provide a Credit Card Authorization form for scheduled payments made by credit card or ACH.

Invoice disputes and/or billing errors must be communicated to Hotel no later than fourteen (14) days before the date payment is due.

Please note that Hotel never requests billing information or requests changes to billing information via email. Should Group receive any billing notice or inquiry via email, please contact the Hotel Sales Manager at the phone number set forth above.

CANCELLATION OPTION

Either Hotel or Group may cancel this Agreement without cause upon written notice to the other party at any time prior to the Event. In the event Group cancels without cause, Group shall pay Hotel liquidated damages in an amount calculated according to the table below (the "Cancellation Charges"), plus applicable taxes. Applicable Services Charges will be added to the Cancellation Charges when cancellation occurs sixty (60) days or less prior to the first date of the Event.

From April 21, 2023 through the first day of the Event	\$9,560.00 (80% of the aggregate Contracted Guest Room Revenue Commitment, 40% of Food and Beverage Revenue Commitment, and 40% of any Meeting and Event Space Rental Fee)
From January 21, 2023 through April 20, 2023	\$8,415.00 (70% of the aggregate Contracted Guest Room Revenue Commitment, 30% of Food and Beverage Revenue Commitment, and 40% of any Meeting and Event Space Rental Fee)
From November 21, 2022 through January 20, 2023	\$6,500.00 (50% of the aggregate Contracted Guest Room Revenue Commitment, 25% of Food and Beverage Revenue Commitment, and 40% of any Meeting and Event Space Rental Fee)
Agreement signing through November 21, 2022	\$5,355.00 (40% of the aggregate Contracted Guest Room Revenue Commitment, 15% of Food and Beverage Revenue Commitment, and 40% of any Meeting and Event Space Rental Fee)

Payment of the Cancellation Charges shall be made by Group to Hotel at the time this Agreement is canceled by written notice. Hotel and Group agree that: (a) the damages suffered by Hotel in the event that Group cancels without cause are difficult to calculate, for reasons, including, but not limited to, the uncertainty, at the time of contracting, of the business that can be rebooked and the associated rates; (b) the above formula is a reasonable estimate of such damages; and (c) the Cancellation Charges do not constitute a penalty.

In the event Hotel cancels this Agreement without cause, Hotel shall pay Group any direct damages suffered as a result of the cancellation, which damages shall not exceed the amount calculated according to above scale.

The parties' obligations under this Section shall survive termination of this Agreement.

RELOCATION

In the event Hotel does not provide a guest room to an Event attendee with a confirmed reservation, and the Event attendee is in need of the guest room, Hotel shall use commercially reasonable efforts to: (i) relocate the displaced Event attendee to the closest comparable hotel (the "Alternate Hotel") for the nights Hotel is not able to provide the Event attendee a guest room; (ii) provide transportation to and from such Alternative Hotel for each night Hotel is not able to provide the Event attendee a guest room; and (iii) provide two (2) long distance telephone calls (not to exceed 10 minutes) for the Event attendee for each day Hotel is not able to provide the Event attendee a guest room, all in accordance with Hotel's relocation policy.

Any guest rooms relocated to an Alternate Hotel as set forth above will be credited to Group's Contracted Guest Room Revenue Commitment and complimentary guest room count, for such period as Hotel is unable to provide guest rooms to Event attendees. Relocated guest rooms will not be commissionable.

RIGHTS OF TERMINATION FOR CAUSE

This Agreement may be terminated by either party without liability upon written notice under the following circumstances:

- (i) if a party's performance under this Agreement is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, a pandemic, a travel restriction on members of the general public issued by a governmental agency, curtailment of public transportation facilities, or any other unexpected emergency of a comparable nature beyond the party's control that in each case makes it illegal or impossible to perform its obligations under this Agreement. In such event, the terminating party shall give written notice of termination to the other party within five (5) days of such occurrence; or
- (ii) if either party makes a voluntary or involuntary assignment for the benefit of creditors or enters into bankruptcy proceedings prior to the date of the Event. In such event, the party who is not making an assignment or entering into bankruptcy proceedings shall have the right to terminate this Agreement upon written notice to the other party; or
- (iii) if at the time of the Event, the hotel will no longer be operated under a Hyatt brand. In such event, Hotel shall notify Group in writing of such change, and Group shall have the right to terminate this Agreement without liability upon written notice to Hotel within thirty (30) days of the date of Hotel's notice of change of brand.

In the event of termination by either party under this Section, Hotel shall refund all deposits and/or prepayments made by Group within thirty (30) days of receipt of the notice of termination.

Except as otherwise specifically provided in this Agreement, neither party shall have the right to terminate this Agreement for any other cause.

INDEMNIFICATION AND HOLD HARMLESS

Hotel agrees to defend, indemnify and hold Group harmless from and against all claims, costs, losses, expenses, damages, actions, causes of action, and/or liabilities, including reasonable attorneys' fees, arising out of or resulting from: (i) any negligent act undertaken or committed by Hotel pursuant to the performance of its obligations under this Agreement except to the extent such actions or liabilities are due to the misconduct or negligence of Group or its employees, attendees, agents or contractors; or (ii) any breach by Hotel of its obligations under the Sections of this Agreement titled "Compliance with Laws" or "Privacy of Personal Information."

Group agrees to defend, indemnify, and hold Hotel, the entity that owns the hotel, the entity that manages the hotel and their affiliates and each of their respective shareholders, members, directors, officers, managers, employees and representatives harmless from and against all claims, costs, losses, expenses, damages, actions, causes of action, and/or liabilities, including reasonable attorneys' fees, arising out of or resulting from: (i) any negligent act undertaken or committed by Group, its employees, invitees, attendees or any contractors hired or engaged by Group in connection with the performance of Group's obligations under this Agreement, except to the extent such actions or liabilities are due to the misconduct or negligence of

Hotel; or (ii) any breach by Group of its obligations under the Sections of this Agreement titled "Compliance with Laws," "Privacy of Personal Information" or "Permits and Licenses."

The parties' obligations under this Section shall survive completion or earlier termination of this Agreement.

INSURANCE

Group and Hotel shall each maintain sufficient insurance to insure their obligations set forth in the Section of this Agreement titled "Indemnification and Hold Harmless," and each shall provide evidence of such insurance upon request.

CONTRACTORS

For any activity introduced onto Hotel's premises by an outside provider engaged by Group, Group will ensure that such providers comply with the terms of this Agreement and with any requirements for such providers as provided to Group by Hotel. Group will be fully responsible for such providers' actions or inactions and agrees to remove from Hotel's premises any outside provider that Hotel deems objectionable or whose activities cause reasonable concern. Upon request, Group will provide a certificate of insurance from such outside providers covering their actions and naming Hotel, the entity that owns the hotel, the entity that manages the hotel and their affiliates as additional insureds with regard to their activities.

PUBLIC ACCESS LAWS

Hotel acknowledges its obligation to comply with the public accommodations requirements of the Americans with Disabilities Act or similar local laws regarding access and public accommodation ("Public Access Laws") except those of Group including Group's obligation to (i) remove "readily achievable" physical barriers within the meeting rooms utilized by Group that Group created (e.g., set-up of exhibits in an accessible manner) and that are not controlled or mandated by Hotel; (ii) provide auxiliary aids and services where necessary to ensure effective communication of the Event to disabled participants (e.g., Braille or enlarged print handouts, interpreter or simultaneous videotext display); and (iii) modify Group's policies, practices and procedures applicable to attendees as required to enable disabled individuals to participate equally in the Event. Group shall identify in advance any special needs of disabled Event attendees requiring accommodation by Hotel and will notify Hotel of such needs for accommodation in writing as soon as they are identified to Group. Whenever possible, Group shall copy Hotel on correspondence with attendees who indicate special needs requiring accommodation under such Public Access Laws. Hotel shall notify Group of requests for accommodation that it may receive otherwise than through Group to facilitate identification by Group of its own accommodation obligations or needs as required by such Public Access Laws. Any extraordinary costs for special auxiliary aids requested by Group shall be borne by Group.

COMPLIANCE WITH LAWS

Each party hereby represents, warrants and covenants that it shall comply with all laws, rules, orders and regulations applicable to its performance under this Agreement.

CHANGES; NOTICE

Any changes to this Agreement must be made in writing and signed by both parties to be effective. 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 notice hereunder shall be given to the individuals listed on the first page of this Agreement at the addresses set forth herein. Notice must be given by: (i) certified or registered mail, return receipt requested; (ii) commercial courier for overnight delivery, with a signature signifying receipt; (iii) facsimile evidenced by a machine-generated receipt; or (iv) email, provided that for notices given by facsimile or email, a confirmation copy must also be sent that same day by commercial courier for overnight delivery as provided herein. All notices shall be deemed delivered upon receipt.

DAMAGE TO HOTEL PREMISES

Group shall be responsible for all damage to hotel premises caused by Group or its agents or contractors. Upon completion of the Event, Group will leave the premises in the same condition as received, reasonable wear and tear excepted.

Group's obligations under this Section shall survive completion or earlier termination of this Agreement.

LIMITATION OF LIABILITY

Except for damages covered by the indemnifying party's indemnification obligations as set forth in the Section titled "Indemnification and Hold Harmless," neither party shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages even if such party has knowledge of the possibility of such damages, provided that in no event shall either party be liable to the other for any lost profits. Under no circumstances shall this limitation of

liability limit or waive Group's obligations to pay liquidated damages, including without limitation, Attrition Charges or Cancellation Charges that may be owed.

This Section shall survive completion or earlier termination of this Agreement.

PRIVACY OF PERSONAL INFORMATION

Hotel complies with the Global Privacy Policy, which is available at <http://privacy.hyatt.com> (the "Privacy Policy"). If applicable, Group agrees to inform guests and Event attendees ("Guests") where they may access the Privacy Policy. To the extent that Group transfers information related to any person to Hotel, Group confirms and warrants that it will do so in a manner ensuring appropriate security measures and in compliance with all applicable requirements of data protection and privacy laws and regulations. Group affirms that it (and its Agent, if applicable) is authorized to provide, request, and receive information pertaining to Guests as is necessary pursuant to the Guests' hotel stay, Event attendance or under this Agreement. Hotel will protect and use personal data about Guests that Hotel receives in connection with its performance of this Agreement and as set forth in the Privacy Policy, provided that Group acknowledges and agrees that certain services (e.g., a web-based reservation system) may be provided by a third party and that use of such services may be subject to terms and conditions (including those regarding the access and use of Guest information) of that third party and may be different than those in this Agreement.

HUMAN RIGHTS/COMBATING HUMAN TRAFFICKING

Hyatt has taken an aggressive stance on identifying and working to prevent human trafficking, including sex and labor trafficking of adults and children, within our sphere of influence. Hyatt's statement relating to Human Rights and Combating Human Trafficking is available at <https://about.hyatt.com/en/world-of-care/caring-for-people/human-rights-trafficking.html>.

HYATT'S GLOBAL CARE & CLEANLINESS COMMITMENT

Hyatt's priority is guest and colleague safety and wellbeing. Guided by our purpose of care, Hyatt has established a multi-layered Global Care & Cleanliness Commitment that builds on our existing rigorous protocols and includes an accreditation process, colleague training and support resources and a cross-functional working group of medical experts and industry professionals. Hyatt's Global Care & Cleanliness Commitment is available at: <https://www.hyatt.com/info/global-care-and-cleanliness-commitment>.

PERMITS, LICENSES AND APPROVALS

Group shall, at its sole cost and expense, obtain all licenses, permits and approvals that are: (i) required for the Event; or (ii) required and/or necessary for Group to perform its obligations under this Agreement. Such licenses or permits include, but are not limited to licenses and permits: (a) from any applicable governing body; and (b) for the use of a third party's intellectual property, including but not limited to any music, videos, performances, and/or images.

GOVERNING LAW; JURISDICTION

This Agreement shall be governed by and construed under the laws of the State or Province in which Hotel's premises are located (excluding its conflicts of law rules). Any controversy, claim or dispute arising out of or relating to this Agreement shall be brought in any court of competent jurisdiction in the State or Province in which Hotel's premises are located for trial and determination without a jury.

WAIVER OF JURY TRIAL

To the extent permitted by law, the parties hereby expressly waive the right to a trial by jury.

ATTORNEYS FEES

In the event any legal action is taken by either party against the other party to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful party to such action shall pay to the prevailing party therein all court costs, reasonable attorneys' fees, and expenses incurred by the prevailing party. In addition, the party against whom collection is sought by non-judicial means shall be responsible for all reasonable costs (including reasonable attorneys' fees) incurred by the party that is successful in seeking collection of monies due pursuant to this Agreement.

WAIVER

If one party agrees to waive its right to enforce any term of this Agreement, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Agreement.

ENFORCEABILITY

If any provision of the Agreement is unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

COUNTERPARTS/ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts with an original signature or with a Hotel-approved electronic signature, each of which shall be deemed an original and all of which shall constitute the same instrument. Further, if a signed Agreement is provided to Hotel as a photocopy, fax, PDF or other format through a Hotel-approved electronic software system, then such Agreement shall be treated and shall have the same binding effect as an original and shall be acceptable to Hotel to hold the Guest Room Block and/or meeting space as set forth herein.


ENTIRE AGREEMENT

This Agreement, along with the attached Program of Events, contains all of the terms agreed to by the parties. All prior agreements, verbal or written, are no longer effective once this Agreement is signed by the parties. Should there be any conflict between this Agreement and any addenda, exhibits, or attachments, the language of this Agreement shall control.

When signed by each party's authorized representative, this Agreement shall constitute a binding agreement between Group and Hotel.

By Hotel's
Authorized Representative

By Group's
Authorized Representative

By:  _____

Name: Danielle Veillette

Title: Group Sales Manager

Date: _____

By:  _____

Name: Harold Price

Title: Executive Director

Date: _____

STANDARD POLICIES AND PROCEDURES

AUDIO VISUAL

A complete line of audiovisual equipment and technical assistance is available through Encore Event Technologies, our in-house technology provider. To ensure availability of equipment, all orders must be received seven (7) days prior to each function. Encore also offers full time staff on site. In the event you choose to utilize an outside Audio Visual company other than Encore Event Technologies, there will be a system usage charge. Contact Encore Event Technologies for applicable fees. All outside production/audio visual companies are responsible for trash removal associated with their areas. A \$500 cleaning fee will apply if excess trash is left for hotel to dispose of.

BAGGAGE HANDLING AND DELIVERY CHARGES

For groups requesting baggage delivery and baggage pick-up, a charge of \$8.00 per person each way will be posted to the Group's master account. For groups requesting baggage storage, a charge of \$2.00 per bag will be charged to the Group's master account.

CHECK-IN TIME / CHECK-OUT TIME

The Hyatt Regency Orlando International Airport has a check-in time of 4PM and a checkout time of 12PM. Luggage storage arrangements can be made with the Bellstand or Concierge. Video checkout is available in all guest rooms for your convenience. Early check in and late check out options may be available at an additional fee, based upon availability.

CREDIT

The Hotel requires a minimum spend of \$10,000 for your meeting to be considered for Direct Billing privileges. The Group's request for direct billing must be received thirty (30) days prior to arrival. The Hotel's billing analyst will provide the credit application link upon request. Credit Applications are processed no earlier than six months prior to arrival. The Hotel has a billing cycle of net thirty (30) days. Payment is due thirty (30) days after the final bill is received.

EARLY DEPARTURE FEE

Hyatt Hotels and Resorts has an early departure fee equal to one night's room and tax. Departure date is reconfirmed at check-in and subject to a fee if changed after the check-in process.

EXPEDITED PLANNING FEE

The Expedited Planning fee will consist of an additional \$5 per person, above and beyond the current banquet menu prices for any group who adds or makes significant changes to their menus within a 48 hour time period.

EVENT SPACE

Meeting room rental is subject to 25% taxable service charge and 6.5% sales tax. Any significant meeting room set changes or full meeting room re-sets are subject to a \$250 labor fee (per event), when made within 48 hrs of the event.

FOOD AND BEVERAGE

Current service charge is 25% and sales tax is 6.5%. The service charge is taxable. No food or beverage of any kind is permitted to be brought into the hotel by, or on behalf of, the guest or any of the customer's guests or invitees. Service charge and sales tax is subject to change without notice

GUEST ROOM RESERVATIONS

The hotel utilizes web-based reservations for all groups and a personalized URL for your event will be provided by your Event Manager. This complimentary service provides your attendees with an electronic reservation interface customized for your event. Room reservations can be made, modified or canceled by individuals online. Reservations must be made on or before the cutoff date.

PROMOTIONAL MATERIALS

Nothing shall be posted on, nailed, screwed, or otherwise attached to columns, walls, floors or the parts of the building or furniture. Distribution of promotional flyers, gummed stickers or labels is strictly prohibited. **In the event of any damage suffered to the Hotel, the cost of repair and/or replacement will be billed to the Group.**

PACKAGE POLICY

The Hyatt Regency Orlando International Airport will store your packages prior to your arrival. Please observe the following instructions to ensure proper handling of your meeting materials. Each item should be clearly marked with the following:

1. Name of the Event / Organization
2. Hold for Arrival – 00/00/2020
3. Name of Person(s) Receiving Package from Hotel
4. Hotel Contact Name
5. c/o Hyatt Regency Orlando International Airport
9300 Jeff Fuqua Boulevard
Orlando, FL 32827

Packages will be accepted up to three (3) days prior to your scheduled event. Please advise your hotel contact of any special arrangements or requirements concerning your materials. The Hotel is not responsible for perishable items. Hyatt Regency Orlando International Airport package handling fees for incoming packages:

Letter or envelope: \$3.50

Boxes: \$10.00

Display cases/hard cases with wheels: \$20.00

Pallets: \$150.00

All outgoing packages must contain a “Freight Shipment” form with the appropriate information and pick up scheduled. The Hyatt Regency Orlando International Airport will not be responsible for the shipment of packages without proper billing instructions. In the event a guest is attending a conference that does contain exhibits, he / she must ship all conference materials to the assigned drayage company. Exhibit materials will not be accepted or shipped out through the hotel.

PARKING

Hyatt Regency Orlando International Airport is pleased to offer valet parking options for all hotel guests. Current overnight valet parking rate is \$18.00 with “in and out” privileges, and overnight self-parking is \$14.00. Day Rates are available for Group attendees driving in for the sole purpose of attending a meeting. These current rates are \$6.00 for self-parking and \$9.00 for valet parking. Parking rates are subject to change without notice.

RESERVATION CANCELLATION

Hyatt Hotels offer guests the ability to cancel their individual reservations without penalty. Guests must call by 4:00pm EST; 48 hours prior to their scheduled arrival date to cancel the reservations to avoid being charged one (1) night room and tax. Any reservation that is not canceled and does not arrive will be charged (1) night room and tax to the guaranteed method of payment on the reservation.

ROOM DELIVERIES

The Guest Service team will be happy to assist with room deliveries, your Event Manager will assist with the arrangements. The Hotel will not leave items outside the guest room door. Pricing is noted below:

Any item or gift placed inside the guestroom: \$3.50 per room

Any large items placed inside the guestroom: \$5.00 per room

ROOM TAX

The current guest room tax is 12.5%.

SECURITY

The Hyatt Regency Orlando International Airport cannot be responsible for the safekeeping of equipment, supplies, written materials or any other items left in function rooms by the group or its attendees. Accordingly, the Group acknowledges that it will be responsible to provide security for any such above-mentioned items, and hereby assumes responsibility of loss thereof. Please contact your Event Manager to arrange security.

SERVICE CHARGE

A taxable service charge of 25% is added to all applicable food, beverage, and meeting room rental at the time of the Event.

VENDORS, CONTRACTORS, PRODUCTION SETUP CREWS AND VISITORS

All vendors, contractors and production setup crews will be required to sign in with security and obtain a badge before unloading any merchandise from your vehicles. At no time will any boxes or cases be stored in the Hotel's back hallways. Vehicles must not be left unattended at the Hotel's loading dock. If vehicles are left unattended they will be subject to towing by the Orlando International Airport.

PET FRIENDLY

Your dogs are welcome at Hyatt Regency Orlando Airport, where we'll be waiting with treats, a bowl, and bed for your pup. Dogs may not exceed 40 pounds each or 75 pounds combined, up to two dogs per room

Fees

1-6 nights: \$150 per stay

7+ nights: Please contact the hotel