



MARRIOTT TAMPA AIRPORT

GROUP SALES AGREEMENT

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between **Tampa Airport Marriott**, Tampa International Airport, 4200 George J. Bean Parkway, Tampa, FL, 33607, (813) 879-5151 and **Florida Housing Finance Corporation**.

ORGANIZATION: **Florida Housing Finance Corporation**
CONTACT: Name: Sheila Freaney
Street Address: 227 N Bronough Street Ste 5000
City, State, Postal Code: Tallahassee, FL 32301-1367
Country/Region: USA
Phone Number: (850) 488-4198 x1193
E-mail Address: sheila.freaney@floridahousing.org

NAME OF EVENT: **Florida Housing Finance Meeting**
REFERENCE #: M-O57CSWJ
OFFICIAL PROGRAM DATES: Thursday, December 14th, 2023 - Friday, December 15th, 2023

GUEST ROOM COMMITMENT/GROUP ROOM RATES

The Hotel agrees that it will provide, and Florida Housing Finance Corporation agrees that it will be responsible for utilizing, **50** room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

Date	Day	Run of House	Total Rooms
12/14/2023	Thursday	50	50

Start Date	End Date	Room Type	Rate
12/14/2023	12/14/2023	Run of House	\$179.00

Hotel's room rates are subject to applicable state and local taxes (currently **13.5%**) in effect at the time of check-out.

COMMISSION

The group room rates listed above are net non-commissionable. Florida Housing Finance Corporation will advise its designated agency of these rates and address any resulting agency compensation issues directly with the management of the appropriate agency.

ROOMS ATTRITION

Hotel is relying upon Florida Housing Finance Corporation's nightly use of the Room Night Commitment and, if applicable, the Minimum Banquet Food and Beverage Revenue. Florida Housing Finance Corporation agrees that a loss will be incurred by hotel if Florida Housing Finance Corporation's actual usage is less than ninety percent (90%) of the Room Night Commitment on any night of the Event.

Hotel agrees to allow for a ten percent (10%) reduction in the nightly Room Night Commitment. Each night during the Event, Hotel will subtract the actual room usage for that night and the amount of permissible attrition for that night from the Room Night Commitment for that night. The difference of room nights will be multiplied by the group's average room rate (excluding staff and or complimentary rooms) and the resulting amount will be posted as attrition charges to Florida Housing Finance Corporation's Master Account, plus applicable taxes, at the conclusion of the Event.

Additionally, at the conclusion of the Event, if the actual banquet food and beverage revenue is less than the Minimum Banquet Food and Beverage Revenue, forty percent (40%) of the difference will be posted to the Master Account.

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

SPECIAL CONCESSIONS

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

- Complimentary Standard High-Speed Internet included within the meeting room space
- Fifteen percent (15%) discount on in-house published Audio-Visual pricing (equipment rental only) provided in-house A/V company is sole supplier of audio-visual services (excludes rigging, power, labor)
- Ten percent (10%) discount on published Banquet menu prices (excludes alcohol, customized menus, tax, & service fees)
- Double Marriott Bonvoy Points with Signed Contract by **Monday, September 28th, 2022.**

ADJUSTMENTS TO CONCESSIONS

In the event of reductions in the Room Night Commitment of more than **10%**, the Hotel may adjust any concessions previously offered in this Agreement, including those concessions offered on a complimentary basis, and may also adjust the Function Space in direct proportion to the reduction in the Room Night Commitment.

METHOD OF RESERVATIONS

Reservations for the Event will be made by individual attendees directly with Marriott reservations at 1 (800) 228-9290 or (813) 879-5151.

Reservations for Board Members will be made by a **rooming list** in a format provided by the Hotel. Florida Housing Finance Corporation will forward its rooming list by **Thursday, November 23rd, 2023.**

GUARANTEED RESERVATIONS

All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card or by Florida Housing Finance Corporation. Hotel will not hold any reservations unless secured by one of the above methods.

CUT-OFF DATE

Reservations by attendees must be received on or before **Thursday, November 23rd, 2023**, (the "Cut-Off Date"). At the Cut-Off Date, Hotel will review the reservation pick up for the Event, release the unreserved rooms for general sale, and determine whether or not it can accept reservations based on a space- and rate-available basis at the Florida Housing Finance Corporation group rate after this date.

NO ROOM TRANSFER BY GUEST

Florida Housing Finance Corporation agrees that neither Florida Housing Finance Corporation nor attendees of the Event nor any intermediary shall be permitted to assign any rights or obligations under this Group Sales Agreement, or to resell or otherwise transfer to persons not associated with Florida Housing Finance Corporation reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

BILLING ARRANGEMENTS

The following billing arrangements apply: Room and tax charges to the Master Account for Board Members. All other attendees are responsible for their Room and tax charges.

ADVANCE PAYMENT

An advance payment of **\$3,000.00** will be required in order to hold arrangements on a definite basis. This advance payment is due on **Monday, January 2nd, 2023**, and will be credited toward Group's Master Account. The remaining estimated balance is due ten (30) days prior to event arrival date.

METHOD OF PAYMENT

The method of payment of the Master Account will be established upon approval of Florida Housing Finance Corporation’s credit. If credit is approved, the outstanding balance of Florida Housing Finance Corporation Master Account (less any advance deposits and exclusive of disputed charges) will be due and payable upon receipt of invoice.

Florida Housing Finance Corporation will raise any disputed charge(s) within 7 days after receipt of the invoice. The Hotel will work with Florida Housing Finance Corporation in resolving any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute. If payment of any invoice is not received within thirty (30) days of the date on which it was due, Hotel will impose a finance charge at the rate of the lesser of 1-1/2% per month (18% annual rate) or the maximum allowed by law on the unpaid balance commencing on the invoice date.

Florida Housing Finance Corporation has indicated that it has elected to use the following form of payment:

- Cash, money order, or other guaranteed form of payment
- Credit card (We accept all major credit cards)
- Company check or Electronic Funds Transfer
- [agreed alternative]

Florida Housing Finance Corporation may not change this form of payment.

In the event that credit is not approved, Florida Housing Finance Corporation agrees to pay an advance deposit in an amount to be determined by the Hotel in its reasonable discretion, with the full amount due prior to the start of the group’s event.

PAYMENT BY CREDIT CARD OR COMPANY CHECK

If Florida Housing Finance Corporation 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 website.

Prior to the execution of this agreement Florida Housing Finance Corporation 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 Florida Housing Finance Corporation.

This process must also be followed if direct billing has not been approved and the Master Account charges will be paid by credit card or company check.

Florida Housing Finance Corporation agrees that the Hotel may charge to this credit card any payment as required under this Group Sales Agreement.

FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by Florida Housing Finance Corporation, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

Date	Day	Start Time	End Time	Function Type	Setup	#People	Rental	Related Events
12/15/2023	Friday	8:30 AM	12:00 PM	Meeting	Theatre	125	\$500.00	8:30 AM - Coffee Break

All meeting room, food and beverage, and related services are subject to applicable taxes (currently 7.5%) and service charge (currently 25%) in effect on the date(s) of the event.

DAMAGE TO FUNCTION SPACE

Florida Housing Finance Corporation agrees to pay for any damage to the function space that occurs while Florida Housing Finance Corporation is using it. Florida Housing Finance Corporation will not be responsible, however, for ordinary wear and tear or for damage that it can show was caused by persons other than Florida Housing Finance Corporation and its attendees.

FOOD AND BEVERAGE ATTRITION/CANCELLATION

Florida Housing Finance Corporation agrees that it will provide a minimum food and beverage revenue of **\$750.00** (exclusive of applicable service charges and taxes) as part of the Event. If Florida Housing Finance Corporation provides less food and beverage revenue, it agrees to pay Hotel 100% of the shortage, plus applicable taxes. In addition, if any food and beverage event is cancelled within 72 hours of its scheduled starting time, Florida Housing Finance Corporation agrees to pay Hotel 100% of the food and beverage revenue guaranteed at 72 hours.

CANCELLATION

In the event of a group cancellation occurring 0 to 3 business days prior to arrival, liquidated damages in the amount of one hundred percent (100%) of the Room Night Commitment, seventy percent (70%) of the Minimum Banquet Food and Beverage Revenue, and Total Meeting Room Rental will be due, plus applicable taxes.

In the event of a group cancellation occurring 4 business days to 90 days prior to arrival, liquidated damages in the amount of ninety percent (90%) of the Room Night Commitment and forty percent (40%) of the Minimum Banquet Food and Beverage Revenue will be due, plus applicable taxes.

In the event of a group cancellation occurring 91 to 180 days prior to arrival, liquidated damages in the amount of eighty percent (80%) of the Room Night Commitment and forty percent (40%) of the Minimum Banquet Food and Beverage Revenue will be due, plus applicable taxes.

In the event of a group cancellation occurring 181 to 365 days prior to arrival, liquidated damages in the amount of seventy percent (70%) of the Room Night Commitment and forty percent (40%) of the Minimum Banquet Food and Beverage Revenue will be due, plus applicable taxes.

In the event of a group cancellation occurring between the time of acceptance of this contract and 366 days prior to arrival, liquidated damages in the amount of fifty percent (50%) of the Room Night Commitment and forty percent (40%) of the Minimum Banquet Food and Beverage Revenue will be due, plus applicable taxes.

PARKING ARRANGEMENTS

The Tampa Airport Marriott offers parking to our hotel guests. Currently the hotel offers overnight valet parking charges are \$30.00, plus tax, and overnight Self-parking is \$24.00, plus tax. Daily Valet parking for visitors is \$18.00, plus tax and Self-parking is \$12.00, plus tax.

***All packages are subject to a handling fee of \$5.00 or more based on quantity, weight and numbers received. ***

BONUS/DOUBLE MARRIOTT REWARD POINTS

- “Double Take” promotion offer of double points. The Eligible Planner will receive double Points for every event or meeting booked, up to a maximum of 200,000 Points per booking, if he or she is a member of the Marriott Bonvoy program. Double points are earned by the Eligible Planner upon actualization of the meeting or event. Program terms and conditions apply – please see marriott.com/bonuspoints for more information.

INTERNET CHARGES

The Tampa Airport Marriott offers wired and wireless high-speed internet in all sleeping rooms. High Speed \$12.95 per day or Enhanced High Speed \$16.95 per day (exclusive of tax). The Tampa Airport Marriott offers complimentary wireless access in all public space.

Daily Wireless Internet Usage:

PREMIUM*

(Media Streaming, media rich mobile apps and large file downloads)

<25 Attendees	\$30/per person per day (up to 12 Mbps)
26-50 Attendees	\$25/per person per day (up to 18 Mbps)
51-100 Attendees	\$20/per person per day (up to 30 Mbps)
101 + Attendees	We are happy to assess your meetings to develop a customized solution.

BASIC*

(Media Streaming, media rich mobile apps and large file downloads)

<25 Attendees	\$20/per person per day (up to 3 Mbps)
26-50 Attendees	\$15/per person per day (up to 5 Mbps)
51-100 Attendees	\$10/per person per day (up to 18 Mbps)
101 + Attendees	We are happy to assess your meetings to develop a customized solution.

*Bandwidth ranges are for the entire group and are not person

*All pricing is exclusive of applicable Sales Tax (currently 7.5%) and Taxable Service Charge (currently 25%)

IMPOSSIBILITY

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

COMPLIANCE WITH LAW

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

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or Florida Housing Finance Corporation 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.

DISPUTE RESOLUTION

In the event of dispute resolution, the non-prevailing party will pay the other's costs and attorney's fees.

LIQUOR LICENSE

Florida Housing Finance Corporation 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 underage.

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 Florida Housing Finance Corporation's needs. If such special setups or extraordinary formats are requested, Hotel will present Florida Housing Finance Corporation two (2) alternatives: (1) charging Florida Housing Finance Corporation the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost.

TECHNICAL SERVICES

[NAME OF HOTEL'S AV COMPANY] is Hotel's preferred provider for audio/visual needs. Because the use of another provider will necessarily involve the use of some of Hotel's and [NAME OF AV COMPANY]'s equipment and expertise, a fee of \$[DOLLAR AMOUNT] will be charged if Florida Housing Finance Corporation selects such a provider.

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 Florida Housing Finance Corporation 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 Florida Housing Finance Corporation wishes to hire outside vendors to provide any goods or services at Hotel during the Event, Florida Housing Finance Corporation 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 Florida Housing Finance Corporation, 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

Florida Housing Finance Corporation 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 Florida Housing Finance Corporation may use or request to be used at the Hotel. services or providing materials relating to this Agreement and the services provided pursuant to the terms hereof.

HIGH RISK ACTIVITIES

Hotel has committed to providing the room nights and function space, as applicable, set forth in this Agreement based on information about the event that Florida Housing Finance Corporation has given to the Hotel. Florida Housing Finance Corporation agrees that it has presented all material information required in order for hotel to provide the rooms and facilities set forth in this Agreement. Should Hotel, in its sole reasonable discretion, determine at any time that the Event will include a high-risk activity that was previously undisclosed to the Hotel (including by way of example, and not by limitation, biological agents, pyrotechnics, etc.), Hotel may terminate this Agreement immediately and without liability, upon written notice to Florida Housing Finance Corporation.

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.

Florida Housing Finance Corporation 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.

COMPLIANCE WITH EQUAL OPPORTUNITY LAWS

This section describes Marriott's obligations as a U.S. federal contractor. It does not apply to customers that are not part of the U.S. federal government or using funds from the U.S. federal government for this contract.

Marriott shall comply with all applicable laws, statutes, rules, ordinances, codes, orders and regulations of all federal, state, local and other governmental and regulatory authorities and of all insurance bodies applicable to the Hotel premises in performing its obligations under this Agreement.

Marriott (referred to as "contractor" in this section) shall comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act, as amended, which are administered by the United States Department of Labor ("DOL"), Office of Federal Contract Compliance Programs ("OFCCP"). The equal employment opportunity clauses of the implementing regulations, including but not limited to 41 C.F.R. §§ 60.1-4, 60-300.5(a), and 60-741.5(a), are hereby incorporated by reference, with all relevant rules, regulations and orders pertaining thereto. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

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

To the extent applicable, Marriott shall include the provisions of this section in every subcontract or purchase order so that such provisions shall be binding upon each contractor, subcontractor or vendor performing

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 Florida Housing Finance Corporation has otherwise complied with the material terms and conditions of this Agreement), the Hotel will award Points or Miles to the Member and relevant account identified below. By inserting the airline frequent flyer account information, the recipient elects to receive Miles instead of Points.

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

GROUP MUST CHECK ONE OPTION BELOW:

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: Sheila Freaney

Marriott Bonvoy Membership Number: XXXXXXXXXX

*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.

ACCEPTANCE

When presented by the Hotel to Florida Housing Finance Corporation, this document is an invitation by the Hotel to Florida Housing Finance Corporation to make an offer. Upon signature by Florida Housing Finance Corporation, this document will be an offer by Florida Housing Finance Corporation. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies Florida Housing Finance Corporation at any time prior to Florida Housing Finance Corporation's execution of this document, the outlined format and dates will be held by the Hotel for Florida Housing Finance Corporation on a first-option basis until **Monday, September 28th, 2022**. If Florida Housing Finance Corporation 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, Florida Housing Finance Corporation and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

SIGNATURES

Approved and authorized by Florida Housing Finance Corporation

Name: **Harold L. Price**
Title: **Executive Director**

Signature: *Harold L. Price*
frey.price@floridahousing.org

Date: **09/23/2022**

Approved and authorized by Hotel:

Name: Erika Gabel
Title: Sales Manager

Signature: *Erika Gabel*
erika.gabel@marriott.com

Date: **09/23/2022**