



## GROUP SALES AGREEMENT

Date Prepared: July 24, 2023

Group Contact: Quin Coxetter

Title: Board Liason

Organization: Florida Housing Finance Corp.

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Event Name: Florida Housing Finance Corporation Board Meeting

Official Event Dates: October 26 – October 27, 2023

Hotel Sales Manager: Amanda Jung

Title: Group Sales Manager

Telephone: (305) 447-6018 Fax: (305) 447-6009 Email: [amanda.jung@hyatt.com](mailto:amanda.jung@hyatt.com)

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**Florida Housing Finance Corporation** ("Group") and Hyatt Corporation as agent of Ashford TRS Sapphire, LLC, a Delaware limited liability company d/b/a **HYATT REGENCY CORAL GABLES** ("Hotel") enter into this Group Sales Agreement ("Agreement") as of July 10, 2023. This Agreement sets forth the parties' responsibilities with respect to the **Florida Housing Finance Corporation Board Meeting** (the "Event"). Incorporated by reference into this Agreement are the Group Sales Agreement Terms and Conditions found at Terms and Conditions and Group's Program of Events.

### 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 July 18, 2023. If this Agreement is not fully executed by Group and returned to Hotel, together with any required deposit, credit application or other materials, by July 18, 2023, 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	1 King Bed	Daily Contracted Guest Room Block	Daily Contracted Guest Room Revenue Commitment	Daily Contracted Guest Room Revenue Minimum
26 Oct 2023	Thursday	70	70	\$18,130.00	\$14,504.00

**Total Contracted Guest Room Block: 70**  
**Total Guest Room Revenue Commitment: \$18,130.00**  
**Total Guest Room Revenue Minimum: \$14,504.00**

**GUEST ROOM RATES**

Hotel confirms the following Guest Room Rates:

Room Type	Block Type	Single Rate	Double Rate	Triple Rate	Quad Rate
1 King Bed	Group	\$259.00	\$259.00	\$284.00	\$309.00
2 Double Beds	Group	\$289.00	\$289.00	\$314.00	\$339.00

The Guest Room Rates are quoted exclusive of any applicable taxes (which are currently 13%), applicable service fees, and/or Hotel-specific fees in effect at the time of the Event.

**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.

**RESERVATION METHOD – Combination of Individual Call-in and Rooming List Submission**

For general attendees, 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. Group Contact will provide a rooming list for select attendees.

**CUT-OFF DATE**

The "Cut-Off Date" is **September 25, 2023**. 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**

By entering into this Agreement, it is understood that Hotel is relying on, and Group is agreeing to provide, the Daily Contracted Guest Room Revenue Commitment and Group is responsible to achieve the Daily Guest Room Revenue Minimum (as defined herein), during each date of the Event, as set forth in the Guest Room Block (plus any applicable taxes, service charges and other fees). Hotel agrees to allow Group to reduce its Daily Contracted Guest Room Revenue by **20 percent per day** (referred to as the "Daily Guest Room Revenue Minimum"). Should Group's actualized guest room revenue fall below the Daily Guest Room Revenue Minimum, Group shall pay as liquidated damages the difference between the Daily Guest Room Revenue Minimum and the daily actualized guest room revenue, plus any applicable taxes and service charges, as calculated on a daily basis ("Attrition Charges"). However, on any date Group does not meet its Daily Guest Room Revenue Minimum and Hotel achieves one hundred percent 100% occupancy for that date, the Daily Guest Room Revenue Minimum will be considered

fulfilled for that date and no Attrition Charges will be due for that date. Overachievement of the Daily Contracted Guest Room Revenue or the Daily Guest Room Revenue Minimum for any date during the Event may not be applied to any other date during the Event. Attrition Charges owed to the Hotel under this Section, if any, will be posted to Group's Master Account together with any applicable taxes and service 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 Daily Contracted Guest Room Revenue Minimum.

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

### 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 October 12, 2023 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.

Event Name	Event Type	Event Time	Attendance	Setup	Room
<u>Event Date: Thursday, 26-Oct-2023</u>					
BOARD MEETING	MEETING	08 00 AM - 05 00 PM	25	U SHAPE	CADIZ
<u>Event Date: Friday, 27-Oct-2023</u>					
GENERAL SESSION	GENERAL SESSION	08 00 AM - 05 00 PM	175	THEATER	HALL OF AMBASSADORS

Meeting and event space rental for this Event is **\$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 0.0000%. The service charge is 26.000%, of which 66.000% is allocated to service personnel who provide services for the Event and 34.000% is retained (and not distributed to service personnel) by Hotel.

### FOOD AND BEVERAGE REVENUE COMMITMENT

By entering into this Agreement, Group agrees to provide a minimum of **\$4,000.00** in meeting and event food and beverage revenue (the "Food and Beverage Revenue Commitment"). The Food and Beverage Revenue Commitment excludes service 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.

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 26.00%, of which 66.00% is allocated to service personnel who provide services for the Event and 34.00% is retained (and not distributed to service personnel) by Hotel.

### **PORTERAGE SERVICE CHARGES**

Group and its attendees may provide an additional tip to Hotel's staff. Unless otherwise instructed, these charges will be posted to the Master Account. In situations where individual attendees will be responsible for these charges, porterage will be posted to their folio and must be settled upon departure from the hotel. For purposes of this Section, "person" includes children of all ages.

Please check one and initial:

Porterage to be posted to the Master Account.  
 Porterage to be posted to the individual's folio.

### **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.

### **BILLING ARRANGEMENTS**

- A credit card link will be filled out upon signature of agreement for meeting related charges and select guestroom charges
- Meeting related charges will be billed to the Master Account
- Each individual guest will be responsible for their guestroom charges, taxes, incidentals, porterage charges and housekeeping gratuities unless specified that they will be routed to Master Account
- Each individual will provide a credit card upon securing their reservation along with a credit card at check-in for incidentals.

Credit procedures will be provided to Group by Hotel upon the request for a credit application.

If Group wishes to set up direct billing for the Master Account, this signed Agreement must be returned to the Hotel and a credit application must be completed at least three (3) months prior to arrival and returned to Hotel for approval. In the event credit is approved: (i) all charges (up to the authorized credit amount) shall be due and payable to Hotel no later than thirty (30) days after Group's receipt of the Master Account invoice; and (ii) Hotel reserves the right to rescind its approval if there is a material change in Group's creditworthiness or material increase in anticipated charges.

In the event that credit is not requested, not approved or subsequently rescinded, payment of Group's total estimated Master Account will be due to Hotel prior to Group's arrival in accordance with the deposit schedule below. 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.

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.

### WORLD OF HYATT BONUS POINTS

Our World of Hyatt program offers benefits to its members who plan qualifying meetings or other events at a participating Hyatt hotel or resort. Participation is governed by the World of Hyatt Program Terms, available at <https://help.hyatt.com/en/hyatt-terms/world-of-hyatt-terms.html>. If the Event satisfies the requirements of a "Qualifying Event" (as defined in Appendix D of the World of Hyatt program terms), World of Hyatt Bonus Points will be awarded to Group or to the individual(s) or entity as directed by Group or Group's Agent, as applicable (the "Bonus Points Recipient"). The chart below must be completed prior to execution of this Agreement.

Name	World of Hyatt Acct #

### DEPOSITS

Group shall provide a non-refundable (except as specifically provided herein) deposit in the total amount of \$3,000.00 payable as set forth in the table below. All deposits will be credited towards any Attrition Charges (defined below) 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.

Deposit	Due Date	Amount
First Deposit	With Signature of Agreement	\$3,000.00
Final Payment	One week prior to check-in	All remaining estimated charges

### 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 September 19, 2023 through the first day of the Event	\$16,104.00 (80% of the aggregate Contracted Guest Room Revenue Commitment, 40% of Food and Beverage Revenue Commitment)
From August 19, 2023 through September 18, 2023	\$14,291.00 (70% of the aggregate Contracted Guest Room Revenue Commitment, 40% of Food and Beverage Revenue Commitment)
From Agreement Signature through August 18, 2023	\$10,665.00 (50% of the aggregate Contracted Guest Room Revenue Commitment, 40% of Food and Beverage Revenue Commitment)

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.

### 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."

To the extent allowable by law, 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

**E-Signed** : 07/24/2023 11:49 AM CDT

**E-Signed** : 07/24/2023 11:46 AM CDT

By: Amanda Jung

By: Angie Sellers

amanda.jung@hyatt.com  
IP: 136.226.59.75

Angie.Sellers@floridahousing.org  
IP: 164.111.123

Name: Amanda Jung DocID: 20230724101011506

Name: Angie Sellers DocID: 20230724101011506

Title: Group Sales Manager

Title: Acting Executive Director

Date: 07/24/2023

Date: 07/24/2023

## **Appendix A Additional Terms**

The following statutorily-required terms and conditions are hereby appended to the Hyatt Group Sales Agreement for October 26 - 27, 2023.

### 1. Public Records

Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by Hyatt House in connection with this Contract is subject to the provisions of Section 119.01-.15, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). Hyatt House represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

Pursuant to Section 119.0701(2)(b), Fla. Stat., Hyatt House will be required to comply with public records laws, specifically to:

a. Keep and maintain public records required by the public agency to perform the service.

b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Notwithstanding anything contained herein to the contrary, the provisions and requirements of this paragraph shall only apply if and when Hyatt House is acting on behalf of Florida Housing.

**If Hyatt House has questions regarding the application of Chapter 119, Florida Statutes, to Hyatt House's duty to provide public records relating to this contract, contact the Corporation Clerk at:**

**Corporation Clerk  
227 N. Bronough Street, Suite 5000  
Tallahassee, Florida 32301-1329  
Phone: 850.488.4197  
E-mail: Corporation.Clerk@floridahousing.org**

2. Hyatt House understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), Fla. Stat.
3. Hyatt House understands and agrees to comply with the provisions of Section 448.095, Fla. Stat.
4. Hyatt House attests, under penalty of perjury, that it does not meet any of the criteria in Section 287.138(2)(a) – (c), Fla. Stat. (2023).

Additionally, the second paragraph of the Indemnification and Hold Harmless section is amended to read as:

To the extent allowable by law, 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."

There are no other changes to the remainder of the Agreement.