



GROUP SALES AGREEMENT

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between **West Palm Beach Marriott**, 1001 Okeechobee Boulevard, West Palm Beach, FL, 33401, (561) 833-1234 and **Florida Housing Finance Corporation**.

ORGANIZATION: Florida Housing Finance Corporation
CONTACT:

Name: Jenny Marshall
Street Address: 227 N Bronough Street Ste 5000
City, State, Postal Code: Tallahassee, FL 32301-1367
Country/Region: USA
Phone Number: (850) 488-4197
E-mail Address: jenny.marshall@floridahousing.org

SIGNER:

Name: Angie Sellers
Street Address: 227 N Bronough Street Ste 5000
City, State, Postal Code: Tallahassee, FL 32301-1367
Country/Region: USA
Phone Number: (850) 488-4197
E-mail Address: angie.sellers@floridahousing.org

NAME OF EVENT: Florida Housing Finance Board Meeting
REFERENCE #: M-RTPHB7U
OFFICIAL PROGRAM DATES: Thursday, 05/09/2024 - Friday, 05/10/2024

GUEST ROOM COMMITMENT/GROUP ROOM RATES

The Hotel agrees that it will provide, and Group 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
05/09/2024	Thursday	50	50

Start Date	End Date	Room Type	Rate
05/09/2024	05/09/2024	Run Of House	\$210.00

Hotel’s room rates are subject to applicable state and local taxes (currently 13%) in effect at the time of check-out.

EARLY DEPARTURE FEE

Florida Housing Finance Corporation acknowledges that the Hotel may charge attendees – as liquidated damages and not a penalty – a one night’s room and tax fee as compensation for the harm caused to the Hotel by unscheduled early departures (an “Early Departure Fee”). An Early Departure Fee may only be charged if an attendee checks out of the Hotel prior to the attendee’s scheduled departure date, without having notified the Hotel at check-in of the change in scheduled departure. To the extent that Early Departure Fees are collected from Florida Housing Finance Corporation’s attendees on a date as to which Florida Housing Finance Corporation incurs any rooms attrition fee pursuant to this Agreement, the amount of Early Departure Fees collected – up to the amount of the attrition payment attributable to that date – will be deducted from any rooms attrition payment that would otherwise be payable. If room reservations are to be made through a rooming list of any kind (or are otherwise not in the Hotel’s control), Florida Housing Finance Corporation agrees to communicate the above early departure policy to each attendee prior to, or at the time of, the making of an attendee’s rooms reservation.

SPECIAL CONCESSIONS

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

1. 20% discount on self parking rates for standard cars.
2. Double Take Promotion: Marriott Bonvoy Double Take Earn 2x points for meetings and events. Book an eligible meeting by Friday, December 29th, 2024. You'll earn on all eligible charges — including rooms, food and beverage, and audio-visual equipment. Marriott Bonvoy Points will be awarded upon the conclusion of the event.

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.

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.

METHOD OF RESERVATIONS

Hotel is pleased to offer Florida Housing Finance Corporation the use of an online group reservations system. A **rooming list** is to be provided by the meeting planner or its designee, by the Cutoff Date of **Tuesday, April 9, 2024**, in the Hotel rooming list format for automatic upload into the online group reservations system. The planner will be given access to make, modify, or cancel reservations after the first list is uploaded and/or Hotel will publish a website for attendees to access to manage their modifications or changes themselves. Reservations must be made on or before the Cutoff Date of Tuesday, April 9, 2024, to be eligible for the group rate. Any reservations made after the Cutoff Date shall be at the Hotel's then current available rate.

Hotel will provide Florida Housing Finance Corporation with information about how to access its information through the online group reservations system.

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 **Tuesday, April 9, 2024**, (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 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.

MASTER ACCOUNT

Hotel must be notified in writing at least 14 days prior to arrival of the authorized signatories and the charges that are to be posted to the Master Account. Any cancellation or attrition fees will be billed to the Master Account.

PHISHING

Please be aware that bad actors can impersonate Hotel employees. Group should never rely solely on contact information sent in an email or respond directly to any email requesting a bank account information change. If Group receives a request from hotel regarding bank account information, Group should contact the Hotel via verified phone number or in person to confirm the request prior to providing such information.

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.

If 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.

BILLING ARRANGEMENTS

The following billing arrangements apply: **Room and Tax to Master. Individuals are responsible for their own incidentals.**

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	# of People	Rental
05/09/2024	Thursday	4:00 PM	5:00 PM	Meeting	Hollow Square	25	\$350.00
05/10/2024	Friday	8:00 AM	11:30 AM	Meeting	Theatre	150	\$1,250.00

All meeting room, food and beverage, and related services are subject to applicable taxes (currently 7%) and service charge (currently 24%) 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.

MEETING SPACE REASSIGNMENT AND AGENDA DUE DATES

After discussion with Florida Housing Finance Corporation, Hotel will have the right to reassign specific function space provided the revised space adequately accommodates the function requirements.

30 days prior to the Event, a program with anticipated attendance figures is required and will be reviewed with hotel. Upon mutual agreement function space may be reassigned and/or release in direct proportion to any reduction in the number of Event attendees, including releasing any space that is not designated. Fourteen days prior to the Event, a final program with anticipated attendance figures is required.

Any changes in the assignment of meeting rooms or function space shall not reduce Florida Housing Finance Corporation's obligation to satisfy the food and beverage requirements stated herein.

FACILITY FEES

Based on Florida Housing Finance Corporation's requirements, Hotel's function space fees would be **\$1,250.00 (exclusive of applicable service charges and taxes)**. Based upon the Room Night Commitment and the functions identified on the Function Information Agenda/Event Agenda outlined in this Agreement, the Hotel will reduce these fees to **\$350.00 (exclusive of applicable service charges and taxes)**

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.

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

ADJUSTMENTS TO CONCESSIONS

In the event of reductions in the Room Night Commitment of more than **ten percent (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.

OUTSIDE FOOD AND BEVERAGE POLICY

All food and beverages served at functions associated with the Event must be provided, prepared, and served by hotel, and must be consumed on hotel premises.

CANCELLATION OF AFFILIATES

Florida Housing Finance Corporation hereby acknowledges that this Event is not being held in conjunction or affiliation with any other program held at the Hotel over the Event Dates. Florida Housing Finance Corporation's attendees will not be attending any other program currently being held at the Hotel or in the city of West Palm Beach. If the Hotel determines that another such program exists, Hotel may cancel this Agreement.

CANCELLATION

Florida Housing Finance Corporation acknowledges that if it cancels or otherwise essentially abandons its planned use of the Room Night Commitment (a "Cancellation"), this action will constitute a breach of Florida Housing Finance Corporation's obligation to Hotel and Hotel would be harmed. Because Hotel's harm (and Florida Housing Finance Corporation's obligation to compensate Hotel for that harm) is likely to increase if there is a delay in notifying Hotel of any Cancellation, Florida Housing Finance Corporation agrees to notify Hotel, in writing, within five (5) business days of any decision to Cancel. In addition, if a cancellation occurs, the parties agree that:

- a. it would be difficult to determine Hotel's actual harm.
- b. the sooner Hotel receives notice of the Cancellation, the lower its actual harm is likely to be, because the probability of mitigating the harm by reselling space and functions is higher; and
- c. the highest percentage amount in the chart (the "Chart") set forth below reasonably estimates Hotel's harm for a last-minute cancellation and, through its use of a sliding scale that reduces damages for earlier cancellations, the Chart also reasonably estimates Hotel's ability to lessen its harm by reselling Florida Housing Finance Corporation's space and functions.

Florida Housing Finance Corporation therefore agrees to pay Hotel, within thirty (30) days after any Cancellation, as liquidated damages and not as a penalty, the amount listed in the Chart below.

Date of Cancellation	Total Amount of Liquidated Damages Due
Date of Agreement to Date of Event	100% of Total Room Revenue* + 70% of the Minimum Banquet Food and Beverage Revenue + Total Room Rental

* "Total Room Revenue" is the dollar amount equal to the number of room nights in the Room Night Commitment multiplied by Florida Housing Finance Corporation's average room rate (excluding staff room rates and complimentary rooms, if any). If applicable, state and local taxes will be added to the amounts listed above.

Provided that Florida Housing Finance Corporation timely notifies Hotel of the Cancellation and timely pays the above liquidated damages, Hotel agrees not to seek additional damages from Florida Housing Finance Corporation relating to the Cancellation.

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, pandemic declared by the World Health Organization, 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.

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 services or providing materials relating to this Agreement and the services provided pursuant to the terms hereof.

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.

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.

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.

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. Capitalized terms used in this section have the meanings given to them in the Marriott Bonvoy terms and conditions, available at <https://www.marriott.com/loyalty/terms/default.mi>.

Florida Housing Finance Corporation and the Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) acknowledge that the Marriott Bonvoy Events program is only available to certain qualified Marriott Bonvoy Members.

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.

In addition, Points or Miles are available only if Florida Housing Finance Corporation's own policies permit the Contact to receive Points or Miles for the Event.

The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) is not qualified to receive Points or Miles in connection with the Event, and by entering into this Agreement, hereby waives the right to receive an award of Points or Miles in connection with the Event.

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 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.

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 **5PM EST, Wednesday, January 3rd, 2024**. 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: Angeliki G Sellers

Title: CFO

Signature: *Angeliki G Sellers*
jenny.marshall@floridahousing.org

Date: 01/03/2024

Approved and authorized by Hotel: **West Palm Beach Marriott**

Name: **Daniel Dornbos**

Title: **Sales Manager**

Signature: *Devin Dornbos*
devin.dornbos@marriott.com

Date: 01/04/2024

WEST PALM BEACH MARRIOTT

The following outlines additional hotel information in place at the time of booking to assist in the planning of your event. Please work directly with your dedicated Event Manager closer to arrival as hotel information is subject to change. "Group" will refer to the Organization Name on page 1 of the Group Sales Agreement or Letter of Intent.

SHIPPING/RECEIVING

These are the fees for Courier packets or boxes via DHL/FedEx/UPS Small Boxes under 10 pounds: \$3.00, large boxes over 10 pounds \$10.00. For Regular Shipping Boxes; Small Boxes under 10 pounds \$3.00, Large boxes over 10 pounds \$10.00. For Cases: Small under 10 pounds \$3.00, Large over 10 pounds \$10.00 and Pallets \$50.00. These fees will be charged to the master account unless otherwise noted. To ensure proper delivery and storage, please include the following information on all shipping labels:

Ship To:
1001 Okeechobee Boulevard,
West Palm Beach
Florida 33401

Hold For:
Name of Event Manager:
Name of Group or Event:
Date of Event:
Number of Packages (i.e. 1 of 2, 1 of 6)

PARKING ARRANGEMENTS

The West Palm Beach Marriott offers parking to hotel guests. Currently, the overnight parking charges are \$16.00 plus tax, per day, parking for day use/non-hotel guests is \$10.00 for 4-12 hours and \$6.00 for 2-4 hours. Rates are subject to change without notice.

AUDIO VISUAL SERVICES

West Palm Beach Marriott has a full-service audio-visual department, dedicated to providing superior equipment, technology, and IT services to guests. West Palm Beach Marriott maintains guidelines that are in place to protect its internal systems and to ensure the safety of both workers and guests, as well as reasonably compensate West Palm Beach Marriott for labor, overhead expenses and damages incurred when using outside vendors. West Palm Beach Marriott will provide a copy of the West Palm Beach Marriott Guidelines & Pricing for Audio Visual & Production upon request. Florida housing finance corporation guarantees our in-house AV department will have the opportunity to bid on all audio-visual and staging equipment requirements for this program. This guarantee includes all general sessions, breakout meetings, award events and exhibits. If Florida Housing Finance Corporation chooses to use an outside vendor, a fee equal to 25% of the estimated total audio-visual bid provided by the hotel will be charged if Florida Housing Finance Corporation selects such outside vendor.

Appendix A Additional Terms

The following statutorily-required terms and conditions are hereby appended to the West Palm Beach Marriott (“Marriott”) Group Sales Agreement for May 9-10, 2024.

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 Marriott 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). Marriott 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., Marriott 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 Marriott is acting on behalf of Florida Housing.

If Marriott has questions regarding the application of Chapter 119, Florida Statutes, to Marriott'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. Marriott understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), Fla. Stat.
3. Marriott understands and agrees to comply with the provisions of Section 448.095, Fla. Stat.
4. Marriott attests, under penalty of perjury, that it does not meet any of the criteria in Section 287.138(2)(a) – (c), Fla. Stat.

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