



**GROUP SALES AGREEMENT**

**DESCRIPTION OF GROUP AND EVENT**

The following represents an agreement between Marriott Sanibel Harbour Resort & Spa, 17260 Harbour Pointe Drive, Fort Myers, FL, 33908, (239) 466-4000 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

NAME OF EVENT: Florida Housing Finance Corporation  
REFERENCE #: M-RZSN7TF  
OFFICIAL PROGRAM DATES: Monday, 10/21/2024 - Tuesday, 10/22/2024

**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"):

**Attendees**

Date	Day	Run of House	Total Rooms
10/21/2024	Mon	50	50

Start Date	End Date	Room Type	Single
10/21/2024	10/21/2024	Run of House	\$229.00

\*\*Please note the resort has two (2) sleeping room towers Sanibel Tower and Captiva Tower, Based on total resort availability, Guest Rooms and Guest Suites in the above block may consist of one (1) or both towers.

Hotel's room rates are subject to applicable state and local taxes (currently 11.5%) in effect at the time of check-out.

**RESORT FEE**

A daily resort fee, which is currently \$25.00 per room, per night includes:

- High Speed Wireless Internet access throughout the resort (excluding meeting space)
- Access to our world-class Spa facilities, use of the sauna, steam room, Jacuzzi, and indoor pool (16 years & up)
- Full use of our state-of-the-art Fitness Center with 24 hour access, complimentary Fitness Classes
- Use of our regulation size basketball court
- Access to pickle ball courts, clay tennis courts, including racquets & balls
- Full use of bicycles on property
- Trolley transportation around the resort complex
- Family board games available for use
- Portable beach chairs, umbrellas and boogie boards available upon request
- Turndown service upon request
- Coffee in your guest room

**PARKING**

The Hotel fee for self-parking is \$20.00 per car and valet parking is \$30.00 per car.

### **CHECK-IN/CHECK-OUT**

The Hotel's check in time is 4:00 pm, check out time is 11:00 am.

### **SPECIAL CONCESSIONS**

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

- Complimentary \$20 overnight self-parking
- Discounted resort fee from \$25 to \$15
- 3 Suite upgrades at group rate
- Group rate offered 3 days pre and post main event dates, based on availability
- 10% off at The Spa at Sanibel Harbour (services of 50min in length or greater)
- Complimentary Wi-Fi in all guest rooms
- Waived basic Wi-Fi in meeting space
- 10% off Audio Visual services with in-house team

### **MARRIOTT GOLD KEY PROGRAM**

Thank you for alerting the resort to the three most important things our Resort can provide in order to make your event a success

- 1.
- 2.
- 3.

Your Gold Keys will be communicated to every area of the Resort from check in to billing. Your feedback for this program is very important and sincerely appreciated.

### **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**

Reservations for the Event will be made by individual attendees directly with Marriott reservations at 1 (800) 228-9290 or (239) 466-4000 *or with a secure online booking link.*

### **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.

Guaranteed rooms will be held for night of arrival only. For any guaranteed reservations that result in a "no show", one night's room and tax charge will be billed to the individual. Payments for cancelled reservations will be refunded if the Resort is notified at least seven (7) days prior to the guest's scheduled arrival date.

### **CUTOFF DATE**

Reservations by attendees must be received on or before **Friday, September 20, 2024** (the "Cutoff Date"). At the Cutoff Date, Hotel will review the reservation pickup 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.

Release of rooms for general sale following the Cutoff Date does not affect Florida Housing Finance Corporation's obligation, as discussed elsewhere in this Agreement, to utilize guest rooms.

### **MASTER ACCOUNT**

Hotel must be notified in writing at least Thirty (30) 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.

### **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 Ten (10) 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.

**DEPOSIT SCHEDULE** – non-refundable deposits by certified check, cash or money order, with any additional charges placed on your credit card immediately following the event.

Deposit Type	Due Date
Initial Deposit of 20% - \$3,090.00	With signed agreement
Second Deposit 50% - \$6,180.00	Due Ninety (90) days prior to group arrival date*** (7/19/2024)
Estimated Final Deposit	Two (2) weeks prior to the group arrival date. (10/7/2024)

Any missed payments will result in a release of the program and forfeiture of advance deposits. If correspondence from the Hotel is necessary regarding past due payment, upon receipt of such correspondence, the Hotel will grant a 48-hour grace period for payment based on the business week. If payment is not received, space will be released by close of business on that day. All correspondence will be in written form. Please refer to above for scheduled payments.

\*\*\*Second deposit due ninety (90) days prior to group arrival date unless direct bill approved.\*\*\*

**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.

**BILLING ARRANGEMENTS**

The following billing arrangements apply: Individual to Pay

**ADVANCE PAYMENT**

An advance payment of \$3,090.00 will be required in order to hold arrangements on a definite basis. This advance payment is *due at the sign of the contract* and will be credited toward the Master Account.

**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
10/21/2024	Mon	4:00 PM	5:00 PM	Meeting	Hollow Square 2 per 6	25	\$700.00	4:00 PM - Coffee Break
10/22/2024	Tue	8:30 AM	11:00 AM	Meeting	Theatre	100	\$700.00	8:30 AM - Coffee Break

Function rooms are assigned according to the number of persons expected to attend and may be changed by the Hotel.

All food and beverages are subject to a 12% non-taxable service charge and 13% taxable administrative fee. The administrative fee is for administration of the banquet, special event or package deal. The administrative fee is not purported to be a gratuity and will not be distributed as gratuities to the employees who provide service to the guests. The service charge will be distributed as a gratuity for those who provide service to the guests.

All audio-visuals, room rental/set-up/labor and meeting room internet fees are subject to a 25% taxable administrative fee. The administrative fee is for administration of the banquet, special event or package deal. The administrative fee is not purported to be a gratuity and will not be distributed as gratuities to the employees who provide service to the guests.

All food, beverage, labor, room rental and audio-visuals are subject to applicable sales tax currently (6.5%).

Administrative fees, gratuities and taxes are subject to change without notice.

**AUDIO-VISUAL**

The Sanibel Harbour Marriott Resort & Spa is pleased to provide in-house Event Technology services through ENCORE Presentation Services. No other production/audio visual company is allowed to provide audio visual equipment unless authorized by the Hotel. Certain restrictions, guidelines, access fees and proof of insurance may be required if ENCORE Presentation Services is not used.

Client assumes responsibility for any presentation equipment not provided by the hotel. If our technical assistance is needed you will be assessed a fee. Outside audio visual not supplied by the hotel will be subject to an access fee. All audio visual is subject to a taxable administrative fee.

**OUTDOOR ENTERTAINMENT**

Florida Housing Finance Corporation agrees that any music or noise must conclude by 10:00 pm.

**PACKAGES AND STORAGE**

Package handling and storage costs apply to all in-coming packages. The costs are as follows, plus tax:

<u>Package Size</u>	<u>Delivery (each)</u>	<u>Storage</u>
Letter	\$ 3.00	\$2.00
Package/Small Box	\$7.00	\$5.00
Medium Box	\$15.00	\$10.00
Large Box (51 lbs & over)	\$25.00	\$15.00
Display Case (Golf Clubs, Plastic Tubes Trunks, Booths)	\$35.00	\$20.00
Pallet (1/2 or full)	\$100.00	\$75.00
Crates	\$100.00	\$75.00

**SHIPPING INSTRUCTIONS**

When shipping boxes, letters or packages to Sanibel Harbour Marriott Resort & Spa for you, a group, a vendor attending a group conference or guest in a group, please use the following format:

Address your labels as follows:

Name: (recipient/group name) Month/day/year (date of arrival)  
Group: (This should be the group name having the conference at the Resort).  
Address: 17260 Harbour Pointe Drive  
City/State: Fort Myers, FL 33908  
# of Boxes/Pkgs. \_\_\_\_ of \_\_\_\_.

This will facilitate the handling of your boxes/packages, and their retrieval upon your arrival and request for delivery. The Resort's policy is to provide prompt and efficient service to you and your guests.

**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.

**ROOMS ATTRITION – Rooms Per Night**

Hotel is relying upon Florida Housing Finance Corporation's use of the Room Night Commitment and 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 eighty percent (80%) of the Room Night Commitment.

Hotel agrees to allow for a twenty percent (20%) reduction in the Room Night Commitment. Hotel will subtract the actual room usage and the amount of permissible attrition from the Room Night Commitment. 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 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.

**ADJUSTMENTS TO CONCESSIONS**

In the event of reductions in the Room Night Commitment of more than 20% 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.

**MINIMUM BANQUET FOOD AND BEVERAGE REVENUE REQUIREMENT**

Florida Housing Finance Corporation agrees to a minimum banquet food and beverage revenue of **\$2,600.00**, exclusive of tax and service charge (the "Minimum Banquet Food and Beverage Revenue"). Hotel will confirm the food and beverage prices prior to Florida Housing Finance Corporation's arrival date. Florida Housing Finance Corporation shall provide Hotel with [no less than 72 hours prior to the first scheduled function] advance notice of the date(s), time(s), and number of covers with respect to each function it wishes to schedule for the Event.

**CANCELLATION**

Florida Housing Finance Corporation acknowledges that if it does not fulfill its commitment as outlined in this contract, written cancellation notice is required and the Hotel will receive reasonable compensation as stated below. A postponement or change in dates is considered a cancellation.

<u>Cancellation Notice Given</u>	<u>Cancellation Fee</u>
0 - 90 days prior to arrival	100% of room and estimated food & beverage
91 - 120 days prior to arrival	75% of room revenue
121 - 180 days prior to arrival	50% of room revenue
181 - 365 days prior to arrival	25% of room revenue
366 or more days prior to arrival	10% of room revenue

It is agreed that there shall be no right of termination by Florida Housing Finance Corporation for the purpose of holding the same meeting in some other city or other facility in the same metropolitan area.

#### **INDEMNIFICATION**

To the extent permitted by law, both parties agree to protect, indemnify, defend and hold harmless each other, their owner and their respective employees and agents against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out of or connected with this function, except that nothing in this indemnification shall require each party to indemnify each other for that portion of any claim that is finally determined to arise out of the negligence or willful misconduct.

In the event of a dispute over a party's obligations under this indemnification clause, the parties agree to resolve the dispute by mutual agreement of appointed representatives, or by arbitration pursuant to the arbitration clause contained in this Agreement if such dispute cannot be resolved by mutual agreement.

#### **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.

#### **LITIGATION EXPENSES**

The parties agree that, in the event litigation relating to this Agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorneys' 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.

#### **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**

Each party agrees to use good faith efforts to ensure that it complies with its obligations under the Americans with Disabilities Act and the Act’s accompanying regulation and guidelines (collectively the “ADA”). Each party further agrees to indemnify and hold the other party harmless from and against any and all claims and expenses, including attorney’s fees and litigation expenses, that may be incurred by or asserted against the other party or its officers, directors, agents, and employees on the basis of the indemnifying party’s non-compliance with any of the provisions of the ADA. Florida Housing Finance Corporation agrees to provide Hotel with reasonable advance notice about the special needs of any attendees of which Florida Housing Finance Corporation is aware.

#### **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.

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:

Marriott Bonvoy Membership Number:

\*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.

## **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.

## **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 **Tuesday, January 9th, 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.

## **Appendix A Additional Terms**



The following statutorily-required terms and conditions are hereby appended to the Marriott Sanibel Harbour Resort & Spa (“Marriott”) Group Sales Agreement for October 21 - 22, 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.

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  
Angie.Sellers@floridahousing.org

Date: 01/03/2024

Approved and authorized by Hotel:

Name: Alyssa Stander

Title: Sales Manager

Signature: Alyssa Stander  
alyssa.stander@marriottsales.com

Date: 01/03/2024