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OMNI HOTELS & RESORTS® amelia island plantation

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AUG 11 2017

LETTER OF AGREEMENT

This is a Letter of Agreement ("Agreement") between Association of Florida Colleges ("Group") and Omni Hotels Management Corporation as agent for the owner of Omni Amelia Island Plantation ("Hotel"), dated Tuesday, August 01, 2017.

GENERAL INFORMATION:

Especially Prepared for:	Association of Florida Colleges	Event Date:	Sunday, December 10, 2017 - Tuesday, December 12, 2017
Function:	AFC Executive Committee Meeting/Retreat	Hotel:	Omni Amelia Island Plantation
Contact:	Marsha Kiner Associate Executive Director 1725 Mahan Drive Tallahassee, FL 32308 Phone Number: (850) 222-3222 Email: mkiner@myafchome.org	Hotel Contact Information:	Megan Chism Sales Manager 39 Beach Lagoon Road Amelia Island, FL 32034 Phone Number: 904-432-1768 Email: megan.chism@omnihotels.com

The following arrangements have been reserved for your Organization on a first option basis. Hotel sales associates are authorized to negotiate rates and reserve Association of Florida College's space requirements. Only when both parties' authorized representatives have executed this Agreement is there a binding agreement. Any changes, additions, addendums, stipulations, or corrective lining out by Association of Florida Colleges will not be binding to the Hotel until such changes have been approved by the Hotel in writing by the Hotel's Director of Sales and Marketing, Director of Sales, or General Manager. If this Agreement is returned signed but with changes, it shall not constitute an acceptance, but rather a counter offer by Association of Florida Colleges which may be accepted or rejected by the Hotel in its sole discretion.

If Hotel does not receive this Agreement executed by Association of Florida Colleges on or before 5:00 p.m. local Hotel time, Monday, July 31, 2017 this option shall terminate and the Hotel shall have the right to contract with other parties for the use of all or part of the room block and other facilities described in this Agreement, without any further notice or obligation to Association of Florida Colleges.

This contract will become a binding commitment once it has been signed by both Association of Florida Colleges and Omni Amelia Island Plantation.

ROOM ARRIVAL and DEPARTURE PATTERN

Omni Amelia Island Plantation Association of Florida Colleges Executive Retreat			
	Single Rate	Sunday 12/10/2017	Monday 12/11/2017
Oceanfront Hotel Run of House	\$135.00	12	12

TOTAL SLEEPING ROOM NIGHTS RESERVED: 24

All special room rates are quoted net non-commissionable and are exclusive of appropriate state and local taxes, fees and assessments, currently 11% and are subject to change without notice.

SAY GOODNIGHT TO HUNGER

Join us in our partnership to end the plight of hunger. Over 48 million Americans struggle with putting food on the table. Planning an event with Omni now comes with the added opportunity to make a difference. For all group rooms booked in the future, regardless of how the reservation is made, Omni will contribute one meal per room night. You not only get a sensational meeting, but also, you can help make a meaningful difference in our local communities. Visit Omnihotels.com/SGTHGROUP to learn more.

GROUP RATE EXTENSION

The confirmed Guestrooms will be available to the Group three (3) days prior and three (3) days after the meeting dates based on availability at the Group rate.

WAIVED RESORT SERVICE CHARGE

The prevailing resort charge of \$25.00 per night plus tax (currently 11%) has been waived. All group attendees will receive the following amenities.

- Complimentary Self Parking (\$12.00 daily value)
- Unlimited Deluxe Internet (3MB) access in all accommodations (\$9.95 daily value)
- On-property Resort transportation service (\$10.00 daily value)
- Unlimited use of Health & Fitness Center (\$20.00 daily value)
- In Room Coffee Service (\$5.00 daily value)
- Two 12 oz bottles of water upon arrival
- Local & Toll Free Phone Access
- Resort beach access
- Preferred Racquet Club and Golf Course reservation access

These items are subject to change.

RESERVATION METHOD

Rooming List Clause:

The Hotel understands that all reservations will be made by Rooming List and will be submitted to the hotel on or before the cut off date. Room and tax charges will be posted to the Group master account. Individual attendees will be responsible for their own incidental charges.

CUT-OFF DATE

The cut-off date for accepting reservations into this room block is **Thursday, October 26, 2017**. Reservation requests received after 5:00 PM local time at the Hotel on the cut-off date will be accepted based on guest room availability at the prevailing transient rates. It is understood by the Group that the group rate may not be available after the cut-off date. At time of cut off, all unused rooms and suites will be automatically released for general sale.

The Group agrees that if the Hotel does not receive the rooming list by the date listed above then the Hotel will ask the Group for a room block guarantee. In order for the Hotel to continue to hold the Group's room block the Group must submit this guarantee in writing on or before the established Group Out-Off Date. Once this guarantee has been received by the Hotel the Group agrees that the allowable room block usage reductions will be waived by the Group and the Group will be responsible for their entire guarantee. If the Group's guarantee is lower than the allowable room block usage provisions then the Group will be responsible for the contracted room rights after the Out-Off Date.

CHECK-IN/OUT TIME

Our check-in time is 4:00 pm; check-out time is 11:00 am. All guests arriving before 4:00 pm will be accommodated as rooms become available. Our Guest Service staff can arrange to check baggage for those arriving early when rooms are unavailable and for guests attending functions on departure day.

EARLY DEPARTURE FEES

In the event a guest who has requested a room within your block checks out prior to the guest's reserved checkout date, the hotel will add an early departure fee in the amount equal to one night room and tax to that guest's individual account. Guests wishing to avoid an early departure fee should advise the Omni Amelia Island Plantation at or before check-in of any change in planned length of stay. The Omni Amelia Island Plantation will inform members of your group of this potential change upon check-in and requests that you also inform your attendees of this obligation. The Omni Amelia Island Plantation will deduct any collected early departure fees from the amount you may owe as performance damages.

RESERVATION GUARANTEE

All reservations must be guaranteed by a valid major credit card, which will be supplied at the time of reservation. Group may also direct the Hotel to utilize the Master Account as collateral to guarantee reservations in lieu of obtaining individual credit card information.

OMNI SELECT GUEST

When an attendee joins our industry-leading loyalty program they will receive the following benefits:

Omni Select Guest Gold Level Benefits		
	First Stay	Second Stay & 2-9 Nights
Complimentary 3 MB Internet Access	√	√
Opportunity to Earn Free Nights	√	√
Complimentary Morning Beverage Delivery		√
Complimentary Pressing – 2 Items		√
Complimentary Bottled Water – Night of Arrival		√
Complimentary Shoe Shine		√
Exclusive Member-Only Offers	√	√
Express Check-In And Check-Out	√	√

For more information and to enroll: <http://www.omniselectguest.com>

ADDITIONAL CONCESSIONS

The Hotel is pleased to provide the group with the following special concessions over your meeting dates based on the Group's fulfillment of their guest room performance clause.

Concessions	Estimated Value
1. WAIVED Resort Service Fee (standard \$25 per room per night)	\$600.00
2. Group rates available three (3) days pre and post conference, based on availability	TBD
3. Two (2) complimentary VIP amenities (hotel choice)	\$100.00
4. Complimentary meeting/event room rental (excluding off-site venues)	\$1,000.00
5. Complimentary wi-fi in general session room	\$500.00
6. ZERO ATTRITION	-
7. All guestrooms guaranteed in the hotel with Oceanfront Views and private balconies	\$480.00

BILLING ARRANGEMENT

The Hotel accepts major charge and credit cards or direct billing for payment. If you elect to pay by a major charge or credit card, you authorize the Hotel to bill the charge or credit card for applicable charges in accordance with Hotel policies. You authorize the Hotel to confirm your credit based on all available resources. If direct billing privileges are not approved by Hotel, full prepayment of all estimated charges must be received by a date specified by the hotel, prior to arrival, by Hotel-approved method, which includes major charge and credit cards.

DEPOSIT SCHEDULE:

Based on the groups estimated master account charges, the group agrees to the following advance deposit schedule:

Deposit Type	Due Date	Amount Due
Initial Deposit	08/04/17	\$1,500.00

All estimated master account charges are due 10 days prior to arrival

All charges posted to your master account should be approved in writing by you or your authorized designee. We would like to review the account with you daily to eliminate discrepancies.

MASTER ACCOUNT

It is our understanding you want to establish credit with us for this event. Please complete the enclosed credit application and return it with your contract. If the application is not received by Monday, August 14, 2017, or not approved, you agree that the estimated bill is to be paid in full by company check or certified check for the entire estimated charges 10 days in advance of arrival.

Based on approval of the Hotels Credit Manager a portion of your master account may be direct billed. The hotel reserves the right to require additional payments based on the results of all credit and direct billing inquiry responses.

PAYMENT OF MASTER ACCOUNT

The Hotel agrees that the Master Account statement is sent to the Group within five (5) days after the group's departure. The Group shall advise the Hotel of any discrepancies or errors so that the Hotel may investigate and resolve. The outstanding balance of Group's Master Account (exclusive of disputed charges) will be due and payable thirty (30) days from receipt of invoice. Upon resolution of any disputed charges, the Hotel shall re-bill such remaining charges to the Group. Payment of these agreed upon charges shall be payable within thirty (30) days of receipt of the Statement and no interest charges shall be assessed provided payment is made within thirty (30) days. All undisputed charges not paid within 30 days will be subject to interest accruing at the rate of 1 1/2% per month until paid. The parties agree that in the event that any dispute arises in any way relating to this contract, the prevailing party in any court proceeding will be entitled to recover an award of its reasonable attorney's and expert witness fees, costs, and pre and post judgment interest.

If you prefer, all master account charges can be paid by credit card. The Hotel accepts American Express, Diners Club, Discover Card, Master Card or Visa for master account payments. If credit has not been approved for your event, you will provide us with the credit card to which all estimated master account charges will be charged no later than **November 22, 2017**. If you receive credit approval, we request that you provide us with your credit card information at departure, and we will charge the account when you advise us of your approval of the master account bill. In the event any charges are disputed, you agree that we may charge the undisputed charges to the account immediately and the remainder will be charged upon resolution.

It is our understanding all charges associated to your daily meetings, banquet events and group meals will be paid for by the method selected below.

- Direct bill
- Personal check
- Company credit card
- Company check

If payment will be made by credit card please return the credit card authorization form (attached) with your contract. If not received, or credit is not approved, Group agrees that the estimated bill is to be paid in full by company check or cashiers' check for the entire estimated charges ten (10) business days (11/22/17) in advance of arrival.

The Hotel will approve and charge the credit card provided in full ten (10) days or by cashiers' check ten (10) days prior to the event. The sleeping rooms, function space and food and beverage functions listed above will be considered definite commitments upon signing of this agreement by both parties, and will be subject to all terms and conditions. You will be asked to sign Event Orders confirming the details of your events. Faxed signatures will be accepted. The persons signing below agree that they are authorized representatives of the above indicated group and Hotel who have authority to enter this contract. This agreement and the terms and conditions may not be changed or amended unless done so in writing and signed by both parties.

MEETING & FUNCTION REQUIREMENTS

Based on your requirements, Hotel has reserved appropriate function and/or meeting space outlined in the attached Schedule of Events. Based on a sleeping room and food and beverage usage as indicated in this contract and the other anticipated revenues that Omni Amelia Island Plantation will realize from this event, the function space for your program will be provided on a complimentary basis. If additional meeting space is required after the execution of the agreement, then the Group will be subject to additional meeting room fees.

You will be asked to sign Event Orders confirming the specific room set up details before your event. Should extensive meeting room set-ups or elaborate staging be required, there will be a set-up charge to cover Omni Amelia Island Plantation's cost and additional labor. If equipment is necessary that exceeds Omni Amelia Island Plantation's inventory, then Association of Florida Colleges agrees to pay for the cost of renting of additional equipment. In addition, if significant changes are made to the room set up details after receipt of the signed Event Orders (including on-site changes), a re-set fee of \$150.00 per meeting room or change will be assessed. The quotations listed do not include gratuities, taxes, and service charges, which are currently 7% tax, 24% gratuities / service charge.

For the safety of persons and property, no fireworks or incendiary devices may be used indoors at the hotel. You agree to indemnify us for any damage caused to any hotel property as a result of drayage related to your event, whether caused by you, your agents, employees, contractors, or agents.

The Hotel understands that there may be persons or groups attending your convention who may wish to schedule additional meetings over your convention dates. These affiliated persons or entities will be expected to pay for use of function space requested at the Omni Amelia Island Plantation's published rates.

BANQUET SERVICES

Group has agreed to hold the banquet food and beverage events set forth in the following program schedule and guarantee a minimum of \$1,000.00 food and beverage banquet revenue. This F&B Minimum does not include meeting room rental, food & beverage outlet revenue, room service, service charges, tax, labor charges, audio visual, parking, or any other miscellaneous charges incurred. Should your final count drop below the approximate number of guests listed in your program agenda, or cancellation occurs for one or more of your events, the Parties agree that the difference between the F&B Minimum and the actual food and beverage expenditure will be assessed to your Master Account. You will be asked to sign Event Orders confirming menus and other details for each of your events prior to event start date.

Average Breakfast Buffet \$45.00++	Average Lunch Buffet \$61.00++
Average Continental Breakfast \$33.00++	Average Break \$20.00++
Average Dinner Buffet \$123.00++	Average Plated Dinner \$95.00++
Average Heavy Reception \$99.00++	Average Light Reception \$48.00++

All buffets with a guarantee under twenty five (25) guests are subject to a \$100.00 set up fee. All buffets with a guarantee under fifteen (15) guests are subject to a \$200.00 set up fee.

Upon request, copies of proposed menus will be provided. The quotations listed do not include gratuities, taxes and service charges, which are currently 7% tax, 24% gratuity/service charge. A surcharge of \$1,000.00 for groups up to 100 guests or \$15.00 per person for groups over 100 guests will be added to food and beverage pricing when event is held at Walkers Landing, Marsh View Deck, Oak Point, Canopy Park, Falcons Nest, the Sprouting Project, the retail village and on the beach.

Until specific menus and prices are established, Omni Amelia Island Plantation will compute any performance or cancellation damages due using the banquet food & beverage minimum above. Hotel menu prices will be guaranteed (6) six months prior to groups' arrival. Due to licensing requirements and quality control issues, all food and beverage to be served on Hotel property must be supplied and prepared by the Hotel. The Hotel reserves the right to cease service of alcoholic beverages.

Appropriate function space will be assigned to suit the specific requirements of your meeting. Due to the possibility of changes in the number of people, number of guestrooms, format, and dates, the Hotel must reserve the right to assign all public spaces.

The Hotel must receive the final written program by **November 10, 2017 (30 prior to arrival)**. Should additional meeting space be required that is not included in the program outlined above, the Hotel will make every effort to accommodate such requests. In addition, the Hotel does reserve the exclusive right to assign all public space. Approval must be received from Hotel before any meeting room names may be assigned or published by Group.

GUARANTEE POLICY

It is necessary that the Catering Department be notified of the exact attendance no later than 12:00 noon, EST, on **12/07/17** (72 hours prior to the scheduled function). This number shall constitute a guarantee not subject to reductions, and charges will be made accordingly. If a guarantee is not received at the appropriate time, the Hotel will assign a guarantee number equal to the indicated anticipated attendance as noted in this agreement. If attendance is higher than the guarantee given, the actual attendance number may be charged at a premium rate. Final event details must be received by the Catering department no later than **November 10, 2017 (30 prior to arrival)**. Before publishing event locations, approval must be received from the Hotel's Catering Manager.

PARKING

Complimentary self parking is available. There is a charge for valet parking. The current day rate for valet parking is \$10.00 plus tax per vehicle, and the current overnight valet rate is \$25.00 plus tax per vehicle, per night. The parking rates that are in affect during the dates of your meeting may be greater or less and, will be applicable to those that choose to park in the hotel parking facility. Rates are subject to change.

SIGNS AND BANNERS

No signs, banners, or displays shall be erected or displayed in any part of the Hotel without prior approval. It is understood that approved signage and/or banners are subject to set up fees.

AUDIO VISUAL

Omni Hotels and Resorts has a preferred in-house audio visual department relationship with *Encore Event Technologies*. We maintain a well trained and professional on-site staff and expansive inventory of the most technically advanced equipment and services to support your audio visual, sound, lighting, video, rigging, power and high speed internet access needs.

If you choose to use a third-party supplier for your event's technology needs, charges for load-in and load-out supervision and house system technical assistance may apply. Omni Hotels and Resorts reserves the right to approve all outside contractor(s). Certificates of insurance and liability release will be required at minimum. All outside contractors must adhere to Omni's published Audio Visual Services Standards/Production Guidelines requirements.

To ensure proper use and function of house sound systems, Omni reserves the right to:

- 1) Supply all audio support whenever the use of the in-house sound systems is utilized.
- 2) Supply all wireless microphones to ensure all utilized frequencies are managed appropriately.

Encore Event Technologies is the exclusive provider of all rigging and power requirements. All rigging performed within the meeting space will be designed per specification, installed and removed exclusively by Encore Event Technologies. Power and rigging requirements must be stated in writing a minimum of two weeks prior to event's installation date.

Encore Event Technologies is the exclusive provider of all high-speed internet and networking requirements within the meeting and hotel public space. Third-party HSA provisioning is strictly prohibited without prior written consent and arrangement with Omni Hotels & Resorts and Encore Event Technologies.

The Group agrees to allow Encore Event Technologies the opportunity to submit a proposal for the Group's audio visual requirements over the meeting dates.

PACKAGES

Packages may be delivered to the Hotel within one week of the date of group arrival. Shipping and receiving hours are 8:00am - 4:00pm Monday through Friday. Should special arrangements for delivery be necessary, please contact your Conference Services Manager.

- Drayage charges will be assessed for all packages/boxes handled by Omni Amelia Island Plantation:
 - \$5.00 package up to 5 lbs
 - \$15.00 package 6-20 lbs
 - \$25.00 package 21-50 lbs
 - \$50.00 package 51-100 lbs
 - \$75.00 package 101-200 lbs
 - \$.50 cents per pound for any package over 200 lbs
- The aforementioned fees include handling and storage of boxes one week prior to group arrival; delivery to required meeting room(s); back for pick-up by selected carrier; and storage for 2 days after the group departs.
- This storage fee will also apply to each empty packing container stored during the function. The Omni Amelia Island Plantation is not in any way liable for the contents of these packages.
- A storage fee of \$5.00 per box per day will apply for any boxes received prior to one week of the first function.
- Exhibitors should address any exhibit materials or packages to themselves at the below address.

The following information must be on all packages to ensure proper delivery.

ATTENTION: Marsha Kiner, Associate Executive Director
Contact Phone: (850) 222-3222
Group: Association of Florida Colleges, AFC Executive Committee Meeting/Retreat
Arrival: Sunday, December 10, 2017
Property Address: Omni Amelia Island Plantation 39 Beach Lagoon Road Amelia Island, FL 32034
Sales Manager: Megan Chism, Sales Manager
Sales Manager Phone/Email: 904-432-1768/megan.chism@omnihotels.com
Number of Boxes:

ZERO ATTRITION CLAUSE

It is mutually understood and agreed by both parties that the group will not be liable for their overall guestrooms performance over their meeting dates listed in this agreement. Although it is the expectation of both the Group and the Hotel that the Group will achieve their room block as outlined in this agreement, in an effort to monitor the group room night pick-up the Group will agree to the following room block reviews and based on the groups past and current pick up history the guestroom block and related meeting space will be adjusted accordingly.

The parties will use the following review schedule to mutually agree on necessary adjustments to the group block and related meeting space.

On November 22, 2017 (10 days prior to arrival) the Group will be allowed to guarantee any unused group rooms; if the Group elects to guarantee the remaining block then the Hotel will require the Group to sign a letter of guarantee. If the Group elects not to execute the letter of guarantee then the remaining block will be released back to the Hotel for sale.

Prior to the Groups cut-off date if the Hotel sells their remaining inventory and the last rooms that are available are the remaining rooms in the group block; the Hotel will request a portion of the group block to be released back to the Hotel for sale to the general public. All guest room block releases will be based on review of the Group's year over year pick-up pace history. Where the group is submitting a rooming list; if the Hotel finds itself in a sold out situation then the Hotel will have the option to ask the group for a guest room block guarantee to secure any remaining unused guest rooms on a definite basis.

CANCELLATION

Association of Florida Colleges agrees that should it cancel its event for any reason, including changing its meeting site to another hotel, that Omni Amelia Island Plantation will suffer damages. The closer to the date of your event that a cancellation occurs, the less likely it is that Omni Amelia Island Plantation will be able to replace any or all of your business with comparable business. Therefore, the parties agree that Association of Florida Colleges will pay as liquidated damages to the Omni Amelia Island Plantation immediately upon notice of cancellation a percentage of the total revenues anticipated by the Omni Amelia Island Plantation for your event from sleeping rooms and food and beverage events set forth in your program as follows:

<i>Cancellation after contract signature</i>	\$4,240.00
<i>(100% of total room nights + 100% of food & beverage guarantee)</i>	

These payments are subject to the applicable taxes.

Omni Amelia Island Plantation will not consider notice of cancellation valid and will not release accommodations held until written notice of cancellation and payment of the liquidated cancellation damages are received, therefore delay in payment may result in higher damages owed.

FORCE MAJEURE

The performance of this Letter of Agreement is subject to acts of God, war, government regulations, domestic terrorism, disaster, strikes, civil disorder, or curtailment of transportation facilities or any emergency beyond the parties' control, making it illegal or impossible to perform their obligations under this Agreement.

INSURANCE

The Hotel and the Group shall each obtain and maintain insurance in amounts sufficient to provide coverage for any liabilities which may reasonably arise out of or result from any activities conducted at the Hotel. Evidence of such insurance shall be provided to the other party at the request of such party.

INDEMNIFICATION

To the extent permitted by law, you agree to protect, indemnify, defend and hold harmless the Omni Amelia Island Plantation and Omni Hotels Management Corporation, and their respective officers, directors, owners, parents, subsidiaries, affiliates, 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 your function, except that nothing in this indemnification shall require you to indemnify the Hotel for that portion of any claim that is finally determined to arise out of the negligence or willful misconduct of the Hotel.

Hotel will defend, indemnify and hold harmless Group from and against all claims, actions or causes of action, liabilities and costs arising from the errors, negligence or willful misconduct of Hotel's employees or agents in connection with the performance of the obligations hereunder which results in direct physical injury, death or damage to tangible personal property, provided that Group gives prompt notice of the claim to Hotel, and provides all reasonable assistance therein.

AMERICANS WITH DISABILITIES ACT

Both the Group and the Hotel shall be responsible for compliance with the public accommodation requirements of the Americans with Disabilities Act as defined by law. The Hotel shall provide, to the extent required by the Act, such auxiliary aids and/or services as may be reasonably requested by Group, provided that Group gives reasonable advance written notice to the Hotel of such needs. Group shall be responsible for the cost of any auxiliary aids and services (including engagement of and payment of specialized service providers, such as sign language interpreters), other than those types and quantities typically maintained by the Hotel.

EFFECTIVE DATE OF COMMUNICATIONS / SIGNATURES SENT BY FACSIMILE

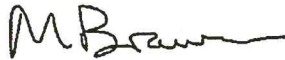
The parties agree that for purposes of this contract and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by facsimile transmission will be considered as enforceable and valid as original signature by the party signing.

This contract, with exhibits attached hereto (if any), upon signature by both parties below constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by Association of Florida Colleges and Omni Amelia Island Plantation.

The undersigned expressly agree and warrant that they are authorized to sign and enter into this contract on behalf of the party for which they sign.

ACCEPTED AND AGREED TO:

Association of Florida Colleges



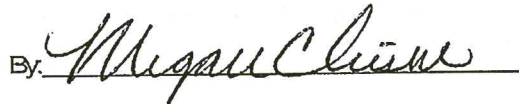
By: _____

Michael Brawer
CEO

08/09/17

Date: _____

Megan Chism as agent for Omni Hotels
Management Corporation.



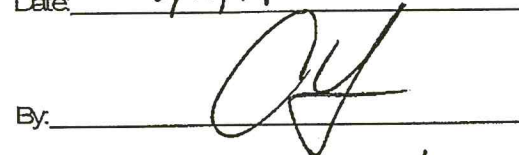
Megan Chism
Sales Manager

Date: 8/9/17



Darren Keener
Associate Director of Group Sales

Date: 8/11/17



Andrew Lott
Director of Resort Sales

Date: 8/14/17