



Ashford TRS V LLC/By: Remington Lodging & Hospitality LP

GROUP SALES AGREEMENT

June 20, 2018

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between Hilton St. Petersburg Bayfront Hotel and Association of Florida Colleges Foundation and outlines specific conditions and services to be provided.

ORGANIZATION: Association of Florida Colleges Foundation

CONTACT: Michael Brawe, Executive Director/CEO
1725 Mahan Drive
Tallahassee, FL 32308
Phone: 850-222-3222
Email: MBrawe@MyAFCHome.org

HOTEL CONTACT: Gene Schroeder, Senior Sales Manager
Hilton St. Petersburg Bayfront
333 1st Street South
St. Petersburg, FL 33701
Phone: 727-825-7017
Email: Gene.Schroeder@Hilton.com

NAME OF EVENT: ICCTL Meeting 2019

OFFICIAL PROGRAM DATES: March 31, 2019 - April 05, 2019

GUEST ROOM COMMITMENT

The hotel agrees that it will provide and Association of Florida Colleges Foundation agrees that it will be responsible for utilizing the total number of room nights as indicated below:

	Sun3/31	Mon4/01	Tue4/02	Wed4/03	Thu4/04
Run of House	3	14	23	98	98
Alcove Suite	0	2	2	2	2
TOTAL	3	16	25	100	100

Total Number of Room nights: 244

Housing Method: Individual Call-In

All guest rooms are run-of- the house unless otherwise set forth. Guest room types cannot be guaranteed and rooms will be reserved on a first-come, first-served basis. Rooms are blocked on a space available basis.

GUEST ROOM COMMITMENT

The Hotel reserves the right to review and adjust room block up to March 01, 2019, in order to ensure the accuracy of guest room requirements. If a reduction is rejected, a firm guarantee of a number of rooms and security deposit may be required. In addition, an early departure fee of up to \$159.00 will apply.

GROUP ROOM RATES

Based upon Association of Florida Colleges Foundation's total program requirement as outlined in this agreement, Hotel is pleased to confirm the following group rates (net of all taxes):

Room	Single Rate	Double Rate
Run of House	\$ 159.00	\$ 159.00
Alcove Suite	\$159.00	\$159.00

An additional \$10.00 per person will be added for triple and quad occupancy.

Hotel room rates are quoted per room per night and are subject to applicable state and local taxes at time of check in. Taxes are currently 13% but are subject to change.

TAX EXEMPT STATUS

If Association of Florida Colleges Foundation maintains a tax exempt status, Association of Florida Colleges Foundation must provide hotel with a valid tax exemption certificate (30) days prior to the group arrival date, March 31, 2019, in order to be exempt from tax charges.

GROUP RATE TO BE EXTENDED BEYOND EVENT DATES

The above group rates may be available three days before to three days after the official meeting dates, ***subject to space and rate availability.***

NON-SMOKING GUESTROOMS

The Hilton St. Petersburg is a 100% smoke-free facility, including guestrooms. Should smoking take place in the guestrooms, there will be a \$250.00 cleaning fee assessed and charged to that guest's room charge.

SPECIAL PROVISIONS

In consideration of the total guest room commitment and functions outlined herein, the Hotel is pleased to offer the following special concessions:

- ◆ One (1) complimentary room night for every fifty (50) paid room nights and may be applied as a credit to the master account
- ◆ Two (2) complimentary upgrades per night at the group rate to Alcove Suites for up to Four (4) nights
- ◆ 10% discount off AV equipment rental. If group brings in their own AV equipment or provider, discount may no longer apply
- ◆ Group may bring in their own AV equipment at no additional cost or penalty
- ◆ Discounted self-parking @ \$8.00 per day, based on parking lot availability
- ◆ Complimentary basic wireless Internet in guest rooms
- ◆ One-time discounted fee of \$750 for high-speed wireless Internet in all meeting rooms, for all attendees for the duration of the program
- ◆ Two (2) complimentary welcome amenities for VIP upgrades
- ◆ Complimentary handling/receiving of up to ten (10) boxes of conference materials. Additional packages will incur a charge of \$12 per box/\$75 per pallet
- ◆ One-time fee of \$25 per exhibit table
- ◆ Complimentary meeting space with a guaranteed \$10,000 ++ Food & Beverage minimum

COMPLIMENTARY ROOMS

A written list of complimentary guest room assignments that sets forth the guest's name and type of accommodation desired, and arrival and departure dates, shall be sent to the Hotel Convention Service Manager or designated Hotel Representative no later than (45) days prior to group arrival date. Arrival is scheduled for March 31, 2019.

UTILIZING COMPLIMENTARY ROOMS

Complimentary guest rooms may be utilized during the event. Complimentary guest room units may also be applied to the master account as a credit.

The following sliding scale will apply towards complimentary guestroom redemption:

- ◆ Standard King or Double guestroom night = 1 earned complimentary room night
- ◆ Alcove Suite guestroom night = 2 earned complimentary room nights
- ◆ Parlor room night = 3 earned complimentary room nights

COMMISSIONS

The rates quoted in this letter of agreement are commissionable to Doug Ryan Consulting at 10% per utilized room. Commission is payable after settlement of all program charges.

COMMISSIONS

Association of Florida Colleges Foundation has designated Doug Ryan Consulting as official meeting planner /travel agent for this event. In the event that the organization changes its official meeting planner/travel agent, the Hotel must receive confirmation in writing signed by an authorized representative of the organization and Doug Ryan Consulting originally designated that commissions are to be paid to another entity.

METHOD OF RESERVATIONS

Reservations will be made by individuals calling Brand Reservations at 800-HILTONS (800-445-8667). Individuals must identify themselves as being with the group, International Conference on College Teaching & Learning, at the time the reservation is made in order to receive the special group rate. Where available, reservations may also be made on-line by booking through the World Wide Web.

GUARANTEED RESERVATIONS

Association of Florida Colleges Foundation agrees that all reservations will be guaranteed. Individuals can guarantee reservations with first nights pre-payment, or a credit card guarantee. An established Master Account or an approved Corporate Credit Card application can also guarantee rooming list reservations or individual reservations. This means that Association of Florida Colleges Foundation (AFC) will be responsible for payment of one night's room and tax for all reserved rooms held beyond the 72 hour cancellation policy.

CUTOFF DATE

All guest room accommodations will be held until 30 days prior to your meeting date, Sunday, March 31, 2019. On March 01, 2019, the "Cutoff date", all unreserved rooms will be released for sale to the general public. Any reservation requests received after the "Cutoff Date" including modifications, name changes and additions for the group will be accepted on a space and rate available basis. Release of rooms for general sale following the "Cutoff Date" does not affect Association of Florida Colleges Foundation's obligation as discussed in this agreement to utilize guest rooms.

HOTEL RELOCATION PROCEDURE

In the unlikely event that the Hotel is unable to provide a guest room to an attendee with a confirmed reservation on the day of arrival, the Hotel will provide for that attendee: (a) arrangements and payment for first nights' room charge and tax for accommodations at a comparable nearby Hotel, (b) transportation to and from the Hotel, (c) priority reservations for the first available room at the Hotel the next evening and (d) one long distance phone call of reasonable length to notify change of location. Determination of "a comparable nearby hotel" is the Hotel's sole discretion, (e) when a guest room becomes available and the guest chooses not to return to the hotel, Hotel has no further obligation to this guest.

CHECK-IN/CHECK-OUT

Check-in time is 4:00 PM.

Check-out time is 11:00 AM. Late check-out requests will be reviewed based on hotel demand. A late departure fee of \$75.00 per room may apply. An early departure fee of \$75.00 will apply to reservations that are changed after check-in. A late check-out after 4pm is subject to a charge equal to the published (non-discounted) rate for that night.

PARKING

All attendees and registered guest parking a vehicle will be charged \$8 and parking is based on availability in our parking lot.

MASTER ACCOUNT CHARGES

Attendees are responsible for all individual charges, room, tax, parking and incidentals incurred at the Hotel. Payment of charges is due and payable upon check-out. Association of Florida Colleges Foundation will be responsible for all other charges incurred pursuant to this Agreement.

METHOD OF PAYMENT

Enclosed is an application for direct billing approval. Please fill out the attached application for Direct Billing and Credit Card authorization form completely and return it to the Hotel with the signed contract by June 20, 2018. The method of payment of the Master Account will be established upon approval of Association of Florida Colleges Foundation's Direct Billing. Should actual events occur beyond 6 months of the decision date, an updated Direct Billing Application must be completed within 6 months of the actual event dates.

In the event that Direct Billing is not approved, Association of Florida Colleges Foundation agrees to provide hotel with a valid credit card authorization form or pay in full the total estimated charges of the program, including gratuities/service fees and taxes 30 days prior to arrival.

The outstanding balance of the Association of Florida Colleges Foundation's Master Account will be due and payable upon receipt of invoice. If payment of any invoice is not received within 25 days of the date on which it was due, Hotel will impose a finance charge at the rate of 1 - 1/2% per month (18% annual rate) or the maximum allowed by law on the unpaid balance commencing on the date of the invoice date.

ACCOUNT SETTLEMENT POLICY

The management Company thanks you for the opportunity to be of service to you and your organization. It is the standard policy of the Management Company that each of our customers establishes an "Account Settlement" arrangement prior to the hotel supplying accommodations and /or catered functions. To establish these arrangements, the Company offers the following payment options.

Payment may be provided by one or more of the following methods:

- a. Company or Personal Check – Must be received within 30 days of the undisputed invoice

All checks are to be mailed to:
Ashford TRS Lessee II LLC
dba St Petersburg Hilton
PO Box 743247
Atlanta, GA 30374-3247

- b. Credit Card Payment – will be authorized within 30 days of the undisputed invoice if this is selected as the preferred method of payment.

FUNCTION SPACE

Based on the preliminary requirements indicated by Association of Florida Colleges Foundation, Hotel has reserved function space outlined on the attached Function Agenda. **A tentative program must be provided to the Hotel by (40) days prior to the group arrival date of March 31, 2019, and a definite program (14) days prior to arrival date.** If tentative program is not received by due date, space will be held based on the preliminary program. Any changes in the agenda, (i.e., number of people, time function space, etc.), should be given to Hotel as soon as such changes are known. Any on-site room set-up changes will result in additional labor or other charges, based on the changes requested.

FUNCTION SPACE/GENERAL

Prior to the submission of the Final Schedule of Events, the Hotel retains the right to reassign any meeting rooms or function space to accommodate all of the Hotel's business needs with the written approval of the Group.

FUNCTION/EVENT AGENDA

Hilton St. Petersburg Bayfront does not guarantee SPECIFIC rooms. We only guarantee adequate space. Meeting room assignments can be re-evaluated based on decreases in guest room pickup or event attendance with the written approval of the Group.

Date	Start Time	End Time	Function	Room	Setup	Agr
Sunday						
4/1/2019	8:00 AM	6:00 PM	Registration	St Pete Lobby		
4/1/2019	8:00 AM	11:59 PM	Office	Hilton Training Ctr.3		0
Monday						
4/2/2019	8:00 AM	6:00 PM	Registration	St Pete Lobby		
4/2/2019	8:00 AM	11:59 PM	Office	Hilton Training Ctr.3		0
4/2/2019	5:00 PM	12:00 AM	Breakout	Williams	Classroom	
4/2/2019	5:00 PM	12:00 AM	Breakout	St. Petersburg III	Classroom	
4/2/2019	5:00 PM	11:59 PM	Breakout	Demens	Classroom	
4/2/2019	5:00 PM	11:59 PM	General Session	St. Petersburg I, II	Crescent	125
4/2/2019	5:00 PM	11:59 PM	Breakout	New Ballroom	Classroom	
4/2/2019	6:00 PM	8:00 PM	Rain Back Up	St Pete Lobby	Flow	75
4/2/2019	6:00 PM	8:00 PM	Reception	Poolside	Flow	75
Tuesday						
4/3/2019	7:00 AM	11:59 PM	Exhibits	St Pete Lobby	Exhibit Space	
4/3/2019	7:30 AM	5:00 PM	Breakout	New Ballroom	Classroom	
4/3/2019	7:30 AM	5:00 PM	Breakout	Demens	Classroom	
4/3/2019	7:30 AM	5:00 PM	Breakout	St. Petersburg III	Classroom	
4/3/2019	7:30 AM	5:00 PM	Breakout	Williams	Classroom	
4/3/2019	8:00 AM	5:30 PM	General Session	St. Petersburg I, II	Crescent	125
4/3/2019	8:00 AM	6:00 PM	Registration	St Pete Lobby		
4/3/2019	8:00 AM	11:59 PM	Exhibits	St Pete Lobby	Exhibit Space	
4/3/2019	8:00 AM	11:59 PM	Office	Hilton Training Ctr.3		0
4/3/2019	11:30 AM	1:30 PM	Lunch	St. Petersburg I, II	Rounds	125
Wednesday						
4/4/2019	7:30 AM	5:00 PM	Breakout	New Ballroom	Classroom	
4/4/2019	7:30 AM	5:00 PM	Breakout	Williams	Classroom	
4/4/2019	7:30 AM	5:00 PM	Breakout	St. Petersburg III	Classroom	
4/4/2019	7:30 AM	5:00 PM	Breakout	Demens	Classroom	
4/4/2019	7:30 AM	5:00 PM	General Session	St. Petersburg I, II	Crescent	125
4/4/2019	8:00 AM	6:00 PM	Registration	St Pete Lobby		
4/4/2019	8:00 AM	11:59 PM	Exhibits	St Pete Lobby	Exhibit Space	
4/4/2019	8:00 AM	11:59 PM	Office	Hilton Training Ctr.3		0
4/4/2019	11:30 AM	1:30 PM	Lunch	St. Petersburg I, II	Rounds	125
Thursday						
4/5/2019	7:30 AM	2:00 PM	Breakout	New Ballroom	Classroom	
4/5/2019	7:30 AM	2:00 PM	Breakout	Williams	Classroom	
4/5/2019	7:30 AM	2:00 PM	Breakout	Demens	Classroom	
4/5/2019	7:30 AM	2:00 PM	Breakout	St. Petersburg III	Classroom	
4/5/2019	7:30 AM	2:00 PM	General Session	St. Petersburg I, II	Crescent	125
4/5/2019	8:00 AM	2:00 PM	Office	Hilton Training Ctr.3		0
4/5/2019	8:00 AM	2:00 PM	Registration	St Pete Lobby		

FUNCTION SPACE CHARGES

Based on the function space requirements identified on the Function/Event Agenda outlined in this agreement, Hotel's function space fees are **waived with the guaranteed Food & Beverage minimum**. Additional charges will apply to increased space booked. Meeting Room Rental is subject to current applicable service charge and tax.

ROOMS ATTRITION

Hotel is relying on Association of Florida Colleges Foundation to use **244** Total Room Nights. Association of Florida Colleges Foundation agrees that a loss will be incurred by Hotel should there be a reduction greater than 20% in Total Room Nights used.

Should the room nights actually used by Association of Florida Colleges Foundation be less than 80% of the Total Room Nights (**195 room nights**), Association of Florida Colleges Foundation agrees to pay, as liquidated damages and not as a penalty, the difference between 80% of the Total Room Nights and Association of Florida Colleges Foundation's actual usage of rooms multiplied by the average group rate plus any applicable taxes.

Should the Hotel determine that any portion of Group's Room Block not confirmed as of the Reservation Cut-Off date is available for resale, the Hotel will attempt to sell the unused portion of the Room Block and, if a Group room is resold, Group's attrition charges shall be reduced by the room rate received on each Group room sold, up to the rate for said room set forth in this Agreement in accordance with Room Block Attrition paragraphs above. If unused Group rooms are returned to Hotel inventory for attempted resale, Group rooms shall be the last in the Hotel's inventory to be sold.

ADJUSTMENT TO PROVISIONS

All concessions outlined in this agreement, including those concessions offered on a complimentary basis, will be provided based on utilization of at least 80% of the Total Room Nights agreed upon in the Guest Room Commitment. Should the group not achieve at least 80% utilization by March 01, 2019, all concessions will be subject to adjustment and the Hotel may also adjust the Function Space in direct proportion to the reduction in Total Room Nights.

FOOD AND BEVERAGE MINIMUM REVENUE REQUIREMENT

The Hotel is relying upon food and beverage functions outlined on the Function Agenda.

Association of Florida Colleges Foundation agrees to be responsible for payment of the following minimum food and beverage revenue (excluding meeting room rental, audio visual, service fees, gratuities and taxes), **\$10,000.00 ++**. This is the minimum amount Association of Florida Colleges Foundation will be responsible to pay regardless of any drop in attendance or cancellation of functions. Average cost pricing is used to determine minimum revenue requirements. Client agrees minimum revenue requirement is not a final cost but a minimum obligation to hotel, and does not include meeting room rental or audio visual. All food, beverage, audio/visual, room rental and setup charges are subject to prevailing gratuities/service fees and taxes.

BANQUET FUNCTION

Association of Florida Colleges Foundation must confirm all menu selections and arrangements in writing no later than 30 days prior to event. If such confirmation is not received by that date, requested menu selections may not be available. This contract is based on current pricing for food, beverage, room rental and audio/visual equipment rental exclusive of tax and gratuities/service fees. If the minimum food and beverage requirements as outlined below are **not** met, Association of Florida Colleges Foundation agrees to pay Hilton St. Petersburg Bayfront the difference.

It is the responsibility of Association of Florida Colleges Foundation to call the Hilton St. Petersburg Bayfront catering office to guarantee attendance no later than one week prior to the first day of the meeting/function. The Hotel will be prepared to set up to a five percent (5%) overage up to 200 attendees, ****[three percent (3%) overage up to 500 attendees, and two percent (2%) overage for over 500 attendees]****. Once received, the guarantees cannot be decreased.

If no guarantee is received, the expected number of guests on the original banquet event order will become the guarantee. Charges will be based on your actual attendance or the minimum guarantees as stated in your banquet event order, whichever is greater. Association of Florida Colleges Foundation will be liable for all food and beverage charges related to the function.

Unless prior billing arrangements have been made, full payment for your function must be made one week in advance of the first event, or the hotel reserves the right to cancel the event(s) and retain any advance deposits.

FOOD AND BEVERAGE

All food and beverage consumed in a function room must be supplied and prepared by the Hotel and is subject to State and local alcoholic beverage laws. Food and beverage purchased at the Hotel may not be removed from the premises due to health department regulations and applicable alcoholic beverage laws and regulations

If alcoholic beverages are to be served on the hotel premises, (or elsewhere under the hotel's alcoholic beverage license), the Hotel will require that alcohol be provided by the Hotel and that such beverages be dispensed only by hotel servers and bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are under age.

GRATUITY AND TAXES

All banquet charges are subject to a 26% gratuity, this includes Food/Beverage, Room Rental and Misc Items such as Linens. Labor charges, such as bartender fees, wait staff fees and room rental charges are taxable. Groups claiming tax exemption privileges must submit a copy of tax exemption form when the Agreement is returned. An additional fifty-dollar (\$50.00) service charge will be applied to food and beverage functions of less than thirty (30) people.

All taxes and service charges are subject to change without notice.

EXHIBITS

It is understood that organization requires **Ten (10) tables** for displays. The hotel will charge a fee of **\$25** per table top with one set-up and tear-down day included in the charge.

The programmed exhibit area will be available on **Tuesday, April 3, 2018 @ 8:00 AM**. The reserved exhibit space must be completely cleaned and exhibits cleared from the Hotel by **Wednesday, April 4, 2019 @ 6:00 PM**. Please note that the exhibit space is for space use only and does not include any additional amenities, including but not limited to, the following:

1. Drayage
2. Decoration and related services
3. Security
4. Labor: for example carpenters, electricians, and drapers
5. Gas and Water Supply
6. Cleaning and maintenance of individual booths
7. Lighting and electrical power
8. Storage

AUDIO VISUAL EQUIPMENT & SERVICES

Audio visual equipment for Hotel functions is exclusively supplied by AVMS, our in-house preferred Audio Visual Vendor. A representative will be in contact with you to assist in determining program needs. Technical assistance and/or supplementary equipment requests regarding equipment owned by the individual client or group is available from AVMS. Applicable labor and equipment rental charges will be assessed for these services. Cancellation of confirmed orders for audiovisual or computer rental equipment requires a 48 hour cancellation notice to avoid charges for the full amount of the equipment and services.

Hilton St. Petersburg Bayfront reserves the right to adjust the volume on any audio equipment at any event. Hotel has the right to adjust the volume on audio equipment at any time during any function.

SUBCONTRACTORS

If Association of Florida Colleges Foundation wishes to hire subcontractors, outside vendors, to provide any goods or services at Hotel during the event, Hotel may, in its sole discretion, require that such vendor provide Hotel an indemnification agreement and proof of adequate insurance.

Association of Florida Colleges Foundation agrees to have any subcontractors sign a "Code of Conduct and Policies Agreement" and abide by the Hotel rules and regulations.

CONDUCT OF EVENT

Organization agrees to conduct the functions in an orderly manner in full compliance with applicable laws, regulations and Hotel rules. Organization agrees to be responsible for any damage done to the premises and/or equipment and furnishings during the time they are under organization's control or the control of any employee, guest or independent contractor of the organization. In addition, in the event the conduct of the attendees at the functions causes the Hotel to offer a concession to another group staying at the Hotel, Association of Florida Colleges Foundation agrees to be responsible for the reimbursement to the Hotel for any concession offered to the other group. In the event the conduct of the attendees at the function is determined, in the Hotel's sole discretion, not to be orderly or in full compliance with applicable laws, regulations and/or Hotel rules, Hotel reserves the right to immediately terminate this contract without penalty and attendees at the function must leave the premises when instructed to do so. In the event this contract is terminated due to the conduct of the attendees of the events, Hotel shall be released from all liability associated with the contract termination. Further, in the event Association of Florida Colleges Foundation misrepresents the nature of the events and the content of the events is determined to be objectionable, in Hotel's sole discretion, Hotel has the right to immediately terminate this contract without penalty and Hotel is released from all liability associated with contract termination.

Displays, exhibits, booths and other similar activity under the control of the organization must be removed from the premises no later than the time and date specified on the contract so that the room is left in a neat and clean condition. Failure to do so will result in a charge based on labor and cleaning costs.

SIGNAGE/DISPLAYS

Any items to be put on, affixed to or placed upon any meeting room or lobby walls, or directional signs, as well as the materials used to affix such, are subject to approval by the Hotel prior to installation or display. Customer is responsible for any damage caused by signage/displays and/or any loss of Customer's signage/displays. In the event Customer's signage/displays contain objectionable material, Hotel has the right to remove the objectionable material and cancel the event without penalty. Determination of what constitutes "objectionable material" is in Hotel's sole discretion and Hotel is released from any liability associated with cancellation of the event.

CONFERENCE SHIPPING AND RECEIVING

The Hotel is not responsible for any arrangements or expenses associated with the shipping of materials, merchandise, exhibits or any other items to and from the Hotel. The Hotel must be notified (3) days in advance, and any consignments shipped to the Hotel should include the following information on the package: "Attention: (onsite contact to collect package), along with the organization / conference name and arrival date. The Hotel charges a \$12.00 handling fee per package (or \$75.00 per palette) for any and all conference materials shipped to the Hotel. Materials will only be received 7 days prior to the event date. The handling fee will cover the following services:

- A. Receiving shipments
- B. Secured storage
- C. Distribution of meeting materials to and from meeting room locations.
- D. Repackaging and shipping (freight charges not included)

The Hotel will not accept C.O.D. shipments and all arrangements with regard to shipping must be prepaid or billed to the Group Master Account. All shipments must be routed directly to the hotel, not to Tampa International Airport or any other intermediate designation.

PUBLICITY MATERIALS

For planning purposes, organization shall provide the Hotel with copies of all mailings and publicity directed to prospective meeting participants and guests when such materials are published. All signage and printed material containing the Hotel's name and logo must be approved by Hotel to insure compliance with applicable agreements and copyright laws. Advertising of any kind, including the name of the Hotel, is not permitted without prior written approval by the Hotel.

PERFORMANCE LICENSES

Association of Florida Colleges Foundation 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 Association of Florida Colleges Foundation may use or request to be used at the Hotel.

THIRD PARTY INTERMEDIARY

Hotel requires a letter from Association of Florida Colleges Foundation authorizing Florida College System Student Government Association to act as an agent in its behalf.

CANCELLATION

Association of Florida Colleges Foundation agrees to provide Hotel with written notice of any decision to cancel agreement within five (5) days of such decision. Association of Florida Colleges Foundation agrees that cancellation of this commitment would constitute a breach of Association of Florida Colleges Foundation’s obligation to the Hotel and the Hotel would be harmed. It is further agreed that it would be difficult to determine Hotel’s actual harm and the chart below reasonably estimates the Hotel’s harm for a cancellation. [The sliding scale on the chart reduces damages for early cancellation and reasonably estimates the Hotel’s liability to lessen its harm by reselling Association of Florida Colleges Foundation’s space and functions.] Association of Florida Colleges Foundation 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 Decision to Cancel	Amount of Liquidated Damages Due
From 0-30 days prior to March 31, 2019	= Full payment of guest rooms & estimated banquet charges, \$48,796.00
From 30-90 days prior to March 31, 2019	= 90% of guest rooms & estimated banquet charges, \$43,916.40
From 91-180 days prior to March 31, 2019	= 75% of guest rooms, \$36,597.00
More than 180 days prior to March 31, 2019	= 65% of guest rooms, \$31,717.40

Once this Agreement is accepted and signed, there shall be no right of termination for the sole purpose of holding the same meeting or a smaller version in another facility. If Association of Florida Colleges Foundation schedules the program contemplated by this agreement within the same geographic region as the Hotel, Association of Florida Colleges Foundation shall be liable for the maximum amount indicated on the above chart.

Provided that Association of Florida Colleges Foundation notifies the Hotel of the cancellation in a timely manner, and pays the liquidated damages in a timely manner, Hotel agrees not to seek additional damages from Association of Florida Colleges Foundation.

IMPOSSIBILITY

The performance of this Agreement is subject to any circumstance making it illegal or impossible to provide or use the Hotel facilities, including acts of God, war, government regulations, disaster, strikes, civil disaster, or curtailment of transportation facilities. The Agreement may be terminated only for any one of the above reasons by written notice from either Hotel or Association of Florida Colleges Foundation (AFC) to the other within ten (10) days of learning the basis for termination.

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, and the like. Hotel and Association of Florida Colleges Foundation (AFC) agree to cooperate with each other to ensure compliance with such laws.

CHANGES, ADDITIONS, STIPULATIONS, OR DELETIONS

Any changes, additions, stipulations, or deletions, including corrective lining out by either Hotel or Association of Florida Colleges Foundation (AFC), 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, with the exception of the following: any attempted modifications to the paragraph titled "Governing Law/Litigation Expenses" are void. Any attempted modifications to the paragraphs titled "American Disabilities Act Compliance (ADA)" and "Indemnification" must be approved and signed by a corporate officer in Dallas, Texas.

GOVERNING LAW/LITIGATION EXPENSES

This agreement shall be governed by and interpreted under the laws of the state wherein the hotel is located, and exclusive jurisdiction and venue for any legal proceeding shall be the county and city wherein the hotel is situated. The parties agree that, in the event that 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.

AMERICAN DISABILITIES ACT COMPLIANCE (ADA)

The Hotel has made reasonable modifications in its practices, policies, and procedures as required under the American with Disabilities Act of 1990 (ADA). Further, the Hotel has made or has developed and implemented a plan to make ADA required alterations and elimination of architectural and communication barriers, where readily achievable.

INDEMNIFICATION

Each party to this Agreement shall indemnify, defend, and hold harmless the other party and its officers, directors, agents, and employees from and against any and all demands, claims, damages to person or property, losses and liabilities, including reasonable attorneys' fees (collectively, "Claims"), arising solely out of or solely caused by the indemnifying party's negligence or willful misconduct in connection with the provision and use of Hotel as contemplated by this Agreement. This paragraph shall not waive any statutory limitations of liability available to either party, including innkeepers' limitation of liability laws, nor shall it waive any defense either party may have with respect to any Claim.

DECISION DATE

The arrangements outlined in this agreement will be held on a first option basis until June 20, 2018, the Decision Date, by which date the Hotel must receive a signed copy of this agreement. However, should another organization request these dates and be in a position to confirm immediately, Association of Florida Colleges Foundation (AFC) will be advised and given (48) hours to confirm on a definite basis. Should the Hotel not receive a signed copy of this agreement by the date set forth, the Hotel reserves the right to release all space for resale.

AGREEMENT SIGNATURES

This agreement shall become effective as of the date it is fully executed by both parties, provided that such execution occurs before June 20, 2018. Until that effective date, no space or guest room arrangements described herein are binding on the Hotel. This agreement shall not be assigned. After this agreement has been properly executed by an authorized representative of the Association of Florida Colleges Foundation (AFC), this agreement shall be returned to the Hotel by the decision date for acceptance and execution by an authorized representative of the hotel.

Accepted and Authorized by:
Association of Florida Colleges Foundation

Accepted and Authorized by:
Hilton St. Petersburg Bayfront

Michael Brawer
Executive Director/CEO

Gene Schroeder
Sales Manager

Date

Date

David Cain
Director of Sales and Marketing

Date

Mark Tomlinson
General Manager

Date

Client's Initials