

**WYNDHAM ORLANDO RESORT INTERNATIONAL
GROUP EVENT AGREEMENT
FOR**



Association of Florida Colleges

Michael Brawer
1725 Mahan Drive
Tallahassee, FL, 32308
Phone: 850-222-3222

This Agreement is made and entered into as of **Friday, September 13, 2019** by and between Wyndham Hotel Management, Inc., as manager of the hotel commonly known as Wyndham Orlando Resort International Drive ("Hotel") and Association of Florida Colleges ("you", "your", or "Group"). (The Hotel and the Group may be collectively referred to as the "Parties".)

GROUP ROOM ACCOMMODATIONS

February 4, 2020 - February 7, 2020

	TUESDAY 2/4/20	WEDNESDAY 2/5/20	THURSDAY 2/6/20
Single	25	125	125

TOTAL ROOMS: 275

GUEST ROOM RATE SCHEDULE

Your 2020 confirmed room rates, exclusive of taxes, other charges and fees, are set forth below:

Room	Rate
Run of House	\$169.00

Resort Fee Benefits - \$26.00 per day plus applicable tax. Resort fee is WAIVED.

Daily Benefits:

	<u>Value:</u>
• Daily Overnight Self-Parking	\$15.00
• Daily Fitness Center and Spa Access – Includes unlimited use of equipment; sauna, steam room pool towels, lockers and shower facilities	\$15.00
• In-room coffee, tea and (2) bottles of water	\$10.00
• Two (2), one (1) day I-RIDE Trolley passes per reservation	\$10.00
• Brighthouse "Just Like Home" in-room Entertainment Package	\$10.00
• Usage of the 24 Hour Technology Lounge and Internet	\$10.00
• Live Network Airline Kiosk with Boarding Pass Printer	\$2.00
• Up to the first 30 minutes of Long Distance telephone calls (within the continental 48 US states only)	\$3.00
• Unlimited local and toll-free calls	\$2.00
• Weekday Newspaper in Hotel Lobby and Fitness Center	\$2.00
• Scheduled daily roundtrip bus transfer to Universal Studios, SeaWorld, and Universal's City Walk	\$15.00

Value

\$94.00


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COMMISSION

Guest room rates are commissionable at 10% on occupied room revenue only. Commission checks will be processed once the Hotel has received payment in full for sleeping rooms, function room rental, food & beverage and audiovisual services. Commission checks will be payable to Doug Ryan Consulting (Third Party Agent) representing the Group.

The Group rates shall apply to Group guests three (3) days prior to and subsequent to Group's event, subject to Hotel availability.

Sleeping rooms requested other than those listed above, will be accepted on an availability basis at the published rate.

- The room rate is subject to state and local taxes, currently 12.5%, these taxes are subject to change.
- State Tax must be posted and then adjusted by the Hotel's Accounting Department in conjunction with a valid Florida State Tax Exempt Certificate of tax. The above rate and services are subject to change.

TAX EXEMPT CERTIFICATES

The Hotel agrees to accept valid Florida State Tax exemption certificates/cards if presented at check-in by authorized college employees. In addition, the Hotel agrees to accept authorized college purchase cards for individual room reservations and guarantee.

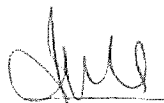
BINDING AGREEMENT

These arrangements have been reserved for you on a first option basis. The Hotel salesperson is authorized to negotiate rates and reserve your space requirements. Only when you and the Hotel's authorized representatives have executed this Agreement is there a binding agreement. Any changes, additions, addendums, oral terms and conditions, stipulations, or corrective lining out by you will not be binding to the Hotel until such changes have been approved in writing by the Hotel's Director of Sales, Associate Director of Sales, Director of Financial Services, or General Manager. If this Agreement is returned signed but with changes, it shall not constitute an acceptance, but rather a counter offer by you, which may be accepted or rejected by the Hotel in its sole discretion.

If we do not receive this Agreement executed by you on or before **Thursday, September 26, 2019**, 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 you.

In the event we have a request from another group for your dates prior to **Thursday, September 26, 2019**, and we have not received your acceptance, we will contact you for a decision. If we do not receive your signed acceptance within two business days after the notice to you, we may contract with another party, without any further notice or obligation to you.


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ROOM BLOCK ATTRITION

The Hotel understands that the room block is an accurate representation of your needs. However, the Hotel will allow a one-time reduction of up to 10% of the original total guest room block up until your cut-off date of **Monday, January 13, 2020**. Any reduction greater than 10% will result in Association of Florida Colleges owing the Hotel liquidated damages calculated as follows:

- Contracted room block less 10% attrition 20% *MS*
- (-) Less total paid consumed room nights
- (x) Times Group Rate (+) Plus Tax
- (=) Equals Attrition amount due

MS
X MS
X MS

The Hotel reserves the right to require payment in full of the attrition charges as they apply to sleeping rooms, meeting room rental and food and beverage, 30 days prior to group's arrival. After the Group actualizes, it will be determined if there are additional funds available to credit toward your master account balance. Direct Billing does not apply in regards to payment for Attrition Fees.

The Hotel will do a mutual audit with the Group to confirm reservations held by the group whether inside or outside the block. The Hotel will provide credit for all rooms reserved for the Group's events for purpose of history and complimentary room nights. Those rooms reserved outside the Group's contracted block will not have the same concessions, including vouchers for breakfast, as those booked inside the Group's contracted room block.

Group will get credit toward attrition for those rooms that are charged either a no-show fee or a cancellation fee.

RESERVATION PROCEDURES

Reservations Cut-off

We have established a cut-off date of **Monday, January 13, 2020** ("Reservation Cut-Off Date") for guest room accommodations. Any Group reservations and substitution requests received after the Reservation Cut-Off Date shall be handled on a space and rate availability basis. Any remaining unreserved rooms in your block at the cut-off date will be returned to the general Hotel inventory.

FOR ON-LINE & CALL IN GROUPS

The Wyndham Orlando Resort International Drive pleased to offer the use of our online group reservations system powered by GroupMAX. All reservations will be made, modified or canceled by individuals on-line at a URL to be established and published to potential attendees through the planner's meeting website or via email. By providing the group name, individuals will also be able to make reservations by calling a toll free number created specifically for your group 24/7. Reservations must be made on or before the cut-off date of **Monday, January 13, 2020** in order to be eligible for the group rate.

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- The Wyndham Orlando Resort International Drive will be able to supply a username and password to provide the planner with 24/7 on-line access to the group's information and reports via the Planner Dashboard.

Act of Government Affecting Attrition

The total number of room nights specified in this agreement is based on pick up history for this event, and is the Association's best estimate of total room nights at the signing of the agreement. The hotel agrees that in the event the 2020 Florida Legislature fails to adequately appropriate publicly supported Florida colleges to reasonably support Association members' attendance and travel costs to meet the specified room block. The Association reserves the right to revise the number of room nights specified in this contract within fifteen (15) days of the enactment of the annual state Appropriations Bill by the Florida Legislature. The Association may also reduce room nights as a result of any appropriations reduction during a special Legislative session or executive order of the Governor, within seven (7) days of such action. Should the estimated number of room nights be reduced under the provisions of this clause by more than 15%, the Hotel has the option of accepting the reduced room block or canceling this agreement within thirty (30) days of notification of said reduction without penalty to either party.

Guestroom and Incidental Payment

We understand that the Attendees are responsible for their own rooms, resort fee, tax, and incidental charges.

Reservations must be guaranteed by credit card, certified check or to your Master Account. Credit card numbers will be validated at the time a reservation is made.

All guaranteed reservations are held for late arrival. Any changes or requests received within thirty (30) days of your event may be accepted on space availability, at the Hotel's discretion. Additionally, any guaranteed reservations that fail to arrive will result in a charge of the room and tax to your Master Account or to the individual's credit card.

Canceling Individual Reservations

Individual room reservation cancellations will be accepted up to seventy-two (72) hours prior to arrival; however, Group's Room Block and attrition obligations shall not be modified. Advance deposits are refundable to guest if timely notice of cancellation is given and a cancellation number is obtained.

Early Departure

The Hotel will require an early departure charge in an amount equal to the guest's current per night charge, plus applicable tax, for all guests who depart one or more days prior to their scheduled departure date. The first night deposit will be credited against any early departure charge and the charges for the first night shall be included on the guest bill. However, any such refund shall not alter, release or negate the Group's attrition obligations of this Agreement and any such canceled room shall be considered an "unused" room for purposes of such section.


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Alternate Accommodations

In the event that a room is not available for a guest holding a guaranteed room reservation, the Hotel will pay for one night's lodging (room and tax) at an alternate property, transportation to and from such property, and one long distance phone call. The Hotel will also list the guest's name with the Hotel switchboard, in order to facilitate the transfer of the guest's phone calls to the alternate property. Every effort will be made to bring the guest back after one night at the alternate property based upon availability.

CHECK-IN/CHECK-OUT

The Hotel's check in time is 4:00 PM. Check-out time is 11:00 AM. Should you or your guests arrive prior to that time, all reasonable efforts will be made to accommodate you.

SPECIAL CONSIDERATIONS

Complimentary Commitment

You will be provided **one (1)** complimentary guest room per night for each **forty (40)** cumulative revenue rooms, defined as accommodation nights actually occupied and paid for by Group's members at the specified guest room rate during the meeting, used on a cumulative basis. The complimentary rooms provided do not count as a room credit toward your Room Block.

At least thirty (30) days prior to your arrival, we will need a list of those individuals whose rooms you wish on a complimentary basis. Should an insufficient number of complimentary rooms be earned to offset these accommodations, the appropriate room and tax charges will be placed on your Master Account. Unused complimentary units have no value.

CONCESSIONS:

The Hotel is pleased to offer the following concessions based on the group utilizing a minimum of 85% of the total contracted guest room block. Should this minimum not be met, the concessions may be renegotiated.

- One complimentary room night for 40 room nights consumed and paid for under the contracted guest room block.
- Resort fee of \$26.00 per room, per night is WAIVED.
- One Full American Breakfast Buffet voucher is included within the group rate, per room, per night.
- Wyndham Go Meet Points to be awarded to the meeting planner based on the current Wyndham promotion at the time of the event.
- Meeting Planner room rate of \$79.00+tax, per room, per night is offered for up to 4 days over the conference dates.
- Meeting room rental waived based on the group meeting and exceeding \$5000++ in catered food and beverage minimum.


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MEETING AND BANQUET ARRANGEMENTS & COMMITMENT

Currently we are holding the meeting space as described on the attached Meeting and Function Room Outline, as part of this Agreement, based upon the information you provided. Should any revisions and/or changes be requested, they will be accommodated based on the availability of meeting space at the time requested. Additional meeting space may be subject to meeting room rental.

Function rooms are assigned according to the number of persons expected to attend and may be changed by the Hotel if attendance or other circumstances change. In such event, the Hotel will provide alternate suitable arrangements to meet the requirements of your Group as outlined in this Agreement. You must coordinate with our Convention Manager prior to publishing any meeting room names.

All services provided by the Hotel are subject to prevailing taxes and service fees at the time of the program and are subject to change, currently 6.5% sales tax and 24% service fee.

A tentative program which outlines all of your specific meeting and banquet requirements, including set up, attendance, and any other special requests is required by six (6) months prior. If we do not receive a tentative program, we will utilize the most current information available to us. A final program, including menu selections, set up requirements, and attendance is required by thirty (30) days prior, at which time any unused banquet space or meeting space shall revert back to the Hotel for general sale.

Upon submission of your program, the Hotel may request, in writing, that you release any function space identified in this Agreement that is no longer needed. You shall have three (3) business days to respond to such a request. In the event you do not respond within this time period, you agree that the Hotel may release the space for general sale.

Charges for additional labor, equipment drayage and special services will be determined by the Hotel and charged to your Master Account at the prevailing rates.

By way of example, and without limitation, any items beyond Hotel inventory such as chairs, tables, staging will be subject to such charges. The Hotel will discuss charges with the Group prior to performing such services. Any electrical needs should be expressed in advance to your sales manager, at which time additional charges will be applied.

The Hotel reserves the right to inspect and control all private functions within the Hotel to insure that they are being conducted in a manner consistent with the operations of the Hotel, safety procedures, federal, state and local laws or regulations, and with the comfort and safety of other guests in mind. You shall be responsible for all damage to the Hotel and to persons and/or property on or about the Hotel property, which result from acts or omissions of you, your guests, your volunteers, your members and each of their guests.


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EXHIBIT REQUIREMENTS AND TERMS

Currently we are not holding any exhibit space for your Group. Please advise us should your exhibit needs change and we will check availability. All requests are subject to availability and rental charges.

Additional meeting rooms requested are subject to rental charges. All services provided by the Hotel are subject to prevailing taxes and service fees at the time of the program, currently 6.5% sales tax and 24% service fee.

IN-HOUSE EQUIPMENT

Hotel will provide, at no charge, a reasonable amount of meeting equipment; i.e. chairs, tables, etc. These complimentary arrangements do not include special setups or extraordinary formats that would deplete Hotel's present in-house equipment to the point of requiring rental of an additional supply to accommodate Group needs. If such is the case, Hotel will present two (2) alternatives: the rental cost for additional equipment, or to change the extraordinary setup to a more normal format, avoiding the additional cost.

GROUP FOOD AND BEVERAGE GUARANTEE

The Hotel will waive meeting room rental based on the group meeting and exceeding a minimum of \$5000.00 in banquet and meeting food and beverage over the dates of the Event ("F&B Minimum"). This F&B Minimum does not include meeting room rental, 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 guests, 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. All services provided by the Hotel are subject to prevailing taxes and service fees at the time of the program, currently 6.5% sales tax and 24% service fee.

Presently, the Hotel's menu selections start at the following prices below:

Continental Breakfast:	\$25 per person
Plated Breakfast:	\$27 per person
Buffet Breakfast:	\$36 per person
Plated Lunch:	\$42 per person
Lunch Buffet:	\$44 per person
Plated Dinner:	\$57 per person
Buffet Dinner:	\$76 per person
Food Reception:	\$44 per person
Carver/Attendant Fee:	\$150 each
Bartender Fee:	\$100/150 per bar

Specially priced menus approved by the Chef

- Chef's Selection of plated Lunch - \$34.00+ per person



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- Chef's Selection of plated Dinner - \$58.00+ per person

FOOD AND BEVERAGE POLICIES

All food and beverage served in the meeting and function rooms must be purchased through the Hotel and dispensed only by Hotel servers. Food and beverage purchased through the Hotel may not be removed from the premises

Provisions of the Hotel's liquor license prohibit patrons from providing alcoholic beverages from outside sources. If alcoholic beverages are served on the Hotel premises (or elsewhere under the provision of the Hotel's liquor license), the Hotel is required to request proper identifications (photo identification of anyone of questionable age) and refuse alcoholic beverage service to any person who fails to present proper identification or who appears to be intoxicated, according to the Hotel's discretion, consistent with the applicable state regulations.

Food and beverage prices will be quoted six (6) months prior to the function, and will be guaranteed and finalized ninety (90) days prior to the arrival of your Group.


The final attendance for room set up must be received no later than 72 business hours prior to your function. If the Hotel has not received a final attendance count by the due date, the approximate number of guests as stated herein will be used as your final attendance for your event:

For all functions, you will be billed at this number or the actual number of guests served, whichever is greater. Should your attendance be more than your approximated number, the Hotel may be able to serve 5% over your guaranteed number which will be subject to additional labor fees. A hundred dollar (\$100) labor fee will be applicable for any food function of less than thirty (30) persons.

One door card will be produced for each function room prior to the meeting start time and posted outside your meeting room door. Signage generated by the client is limited to one (1) standard poster size display board that may be displayed on a Hotel easel. Placement of this signage is at the discretion of the hotel.

The Banquet Event Order (BEO) form will outline the specifics of the actual food, beverage, assigned banquet space, order of events, number of attendees, set-up requirements, audio visual and pertinent charges assessed to the event. It will be a requirement to have the document signed and returned to the Hotel by an authorized individual within your organization. The Banquet Event Order will supercede the original contract when minimums are met or exceeded.

The number of individuals listed on each Banquet Event Order constitutes your guarantee of payment for those individuals and does not void your contracted food and beverage minimum when attendance is lowered. All Banquet Event Orders signed exceeding your food and beverage minimum become your guarantee for payment.


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All revisions to the Banquet Event Orders prior to the actual function must be signed by an authorized individual of your organization and follow the same guidelines as listed above. A hundred dollar (\$100) labor fee will be applicable for any food function of less than thirty (30) persons.

Wyndham Orlando Resort International Drive International Drive reserves the right to make the final decision regarding outdoor functions. The decision to move a function to an indoor location will be made by 1:00pm EST based on prevailing weather conditions and local forecast. Should a customer insist on having a function outdoors, against the Resort's discretion, and the staff has to re-set indoors due to weather conditions, a \$10 per person surcharge will be added to the customer's menu price. Any weather related damage caused as a result of the customer's decision on having the function outdoors would be the responsibility of the customer.

RENOVATION/CONSTRUCTION

If Hotel renovations or construction affects the guest room comfort or event space and it is mutual agreed that the renovation/construction will cause a negative conference going experience as determined by the Association or contracted meeting planner, the Hotel will inform the Association of such work six months prior to the Association's contracted event. At this time, the Association will inform the Hotel whether it intends on moving forward with the contracted event or will seek a mutually agreeable date to reschedule.

AUDIO VISUAL, PRODUCTION AND STAGING

AVmedia, Inc. is the official recommended production, rigging, Internet and electrical supplier located on site at the Hotel. AVmedia, Inc. provides a complete line of leading edge audiovisual rental equipment as well as pre production, design, set, strike, show operator and coordination of audiovisual and production services for all hotel functions. We strongly recommend you request a competitive bid from AVmedia, Inc. Their industry experience as well as knowledge of the Hotel will enable a creative and seamless experience for your event.

- AVmedia is pleased to offer a 10% equipment rental discount if selected as the sole technology provider for the event. This discount does not apply to labor, internet, electricity, rigging or cross-rented items.

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 If you choose to utilize an outside audiovisual company, the Hotel's Outside Production Guidelines will be provided to you for signature. To help ensure the success of your event, a liaison from AVmedia, Inc. will be required to oversee the load-in and load-out of your production vendor. The Hotel's Outside Production Guidelines include complete details regarding the required liaison and associated pricing. All staff of an outside audiovisual company must follow all policies as indicated in the Outside Production Guidelines to help insure the success of your event. All outside AV companies must provide a certificate of insurance in compliance with this contract vendor terms. The client will notify the Hotel's Conference Manager in writing, at least 60 days prior to the start of the event, as to who their


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Wall outlets in meeting space area(s) are not part of the rental space and are not to be used by exhibitors and or client. Wyndham employees are obligated to refuse connection to where wiring is not in accordance with local electrical code. Any electrical needs should be expressed in advance to your sales manager, at which time additional charges will be applied.

The Hotel understands that a majority of the Association's audio/visual needs will be provided by the host colleges for the meeting and that there will be no fees or charges due to the Hotel or any other entity as a result of the use of the Association or host college audio/visual equipment. This does not include any labor or equipment requested by the Group from the Hotel's in-house audio visual company.

INTERNET AND NETWORK CONNECTIVITY

The Wyndham Orlando Resort International Drive requires that all devices directly or indirectly accessing the Wyndham Orlando Resort International Drives network have the latest virus scan software, Windows security updates, system patches, and any other technological precautions necessary to protect yourself and others from viruses, malicious programs, and other disruptive applications. Misuse of network services may result in service interruption to yourself and other customers and can lead to disconnection of your equipment from the network. All charges will apply and no refunds will be given.

Any device, which adversely impacts the Wyndham Orlando Resort International Drive's network, will be disconnected from the network with or without prior notice at the Wyndham Orlando Resort International Drive's discretion. The device(s) in question will remain disconnected from the network until all issues are adequately resolved. Additional charges may apply for trouble diagnosis and/or problem resolution. Any additional equipment found that have been installed (such as Wireless AP, Routers, Hubs/Switches and Computers), outside the original contracted agreement are subject to additional charges and would be added to the Banquet Event Order (BEO).

A separate affidavit will be sent to you prior to your program date outlining the above information and confirming your understanding of the Hotels policies and procedures regarding our Internet and Network Connectivity.

Hotel is not responsible for lost, stolen, or damaged equipment not provided by the Hotel.

SHIPPING AND STORAGE OF MATERIALS

The Hotel will not accept packages more than 48 hours prior to the start of a function. A \$20 per box labor charge will be assessed for unloading vehicles and moving items to storage areas.

The Catering Department can recommend warehousing companies for large shipments.

Packages should be addressed to the meeting contact with attention to the Hotel Catering Staff Member and Group's On-Site contact working on the program. Packages should be marked "Hold for Arrival" and


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list the date of the program and the addressee clearly on all labels. Charges are as follows:

Incoming Charges

a) **No charge on overnight envelopes or express boxes under 10 lbs.**

b) Rates based strictly on weight, i.e.,

0-10 lbs.	Free of Charge
11 lbs. - 30 lbs.	\$10
31 lbs. - 50 lbs.	\$20
51 lbs. - 100 lbs.	\$40
101 lbs. - 250 lbs.	\$60

Outgoing Charges

- a) Complimentary on all overnight/express envelopes with completed labels and guest using own account number.
- b) Overnight Envelopes/Express boxes using hotel account number, credit card or room charge. Internet Rate plus \$7.00 handling fee for each item.
- c) All outgoing boxes either UPS or FedEx using own account number, hotel account number, credit card or room charge. Internet Rate plus \$7.00 handling fee for each item.

The hotel reserves the right to refuse any non-scheduled deliveries.

CANCELLATION POLICY

In the event you cancel this Agreement prior to the initial arrival date of your Group, the Hotel will necessarily incur damages including, for example, having turned away other Groups or guest room reservations, the ancillary revenue associated with each guest room, meetings or functions, including the additional food and beverage revenue generated for the Hotel.

Under the terms of this Agreement, the Hotel is reserving the Room Block and meeting and/or exhibit space requirements described herein for your use. In the event these reserved facilities and related services are not used by you, the Hotel will experience significant financial losses.

Notwithstanding any other provisions of this Agreement, you shall have the right to cancel this Agreement, without cause, upon written notification, sent by facsimile and certified mail, to the Hotel at any time prior to the event and upon payment of an amount expressed below:

Date of Signature of Agreement to February 4, 2020	\$44,500.00 100% of Total Event Cost (Less Attrition)
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These payments may be subject to the applicable taxes. The Parties agree that these sums are not a


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penalty and represent a reasonable effort on behalf of the Hotel to establish its loss prospectively and represent liquidated damages. The above cancellation option does not apply if Group seeks cancellation for the sole purpose of holding its event at another hotel, which will be considered a breach of this Agreement, and in that instance, Hotel shall be entitled to recover all damages related to such breach.

Such payment shall be made by certified check or wire transfer and shall accompany your written notice of the exercise of this cancellation option. Any attempted exercise of this right without written notice and the inclusion of payment, as set forth above, shall be invalid. Proper notice of cancellation is not a default but rather an exercise of a right under this Agreement to cancel this Agreement without any further obligations.

PAYMENT PROCEDURE – REPEAT DIRECT BILL CLIENTS – MASTER ACCOUNT

An annual direct bill renewal document is required on file 120 days prior to the event start date.

The Hotel understands that no charges of any kind can be made to the Association's Master Account without the prior written authorization of the Association's CEO or designee(s)

AMERICANS WITH DISABILITIES ACT

The Hotel wishes to make its facilities reasonably accessible by persons with disabilities as required by Title III (Public Accommodations and Services Operated by Private Entities) of the Americans With Disabilities Act. As soon as practical, the Group will need to determine if any participant of the Group has a special need. The Group will provide the Hotel in writing at least thirty (30) days prior to arrival of determined special needs. The Group will be responsible for making all auxiliary aids and services available to participants who indicate they have a special need for their participation in the Group's functions, except for those reasonably provided by the Hotel. The Group shall pay for any extraordinary costs, determined by the Hotel, for such auxiliary aids unless otherwise agreed upon by both the Group and the Hotel.

INSURANCE/SECURITY

The Hotel is not responsible for property (including, without limitation, equipment, supplies, written materials and all valuable items) brought onto or stored on the Hotels premises by the Group or its guests, volunteers, vendors, exhibitors or attendees, and it is the responsibility of the Group to obtain or maintain any insurance coverage on such property or any damage or injury to any person related thereto and indemnify the Hotel should any loss occur and claim is asserted. Accordingly, the Group agrees that it will be the Group's responsibility to provide all security and secure any such aforementioned items and Group hereby assumes the responsibility for the loss thereof. The Group shall give written notice of this policy to all guests, volunteers, vendors, exhibitors or attendees that are to utilize function space in the Hotel in connection with the Group's function. The Group shall furnish evidence of liability insurance coverage to the Hotel upon request, and in the event that the Hotel reasonably determines it to be necessary, shall name Wyndham Hotel Management, Inc. as "additional" insured on such policy or policies. Furthermore, the Hotel may require the Group to provide additional security for Group's event,


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in sufficient numbers as determined by the Hotel, and at Group's expense.

Group agrees to comply with all federal anti-terrorism rules and regulations. Hotel and Group agree to fully cooperate with each and with governmental authorizes to ensure compliance with such laws.

If Group chooses to retain or utilize vendors other than the Hotel's preferred in-house vendors to provide any services and/or any equipment for the Group's event at the Hotel, the Group understands, acknowledges and agrees that any damage to the Hotel, to the Hotel's guests, to the Group and its guests, volunteers, members and attendees or the outside vendors, is the sole responsibility of the Group or outside vendor. Not later than thirty (30) days prior to your Event, all non-preferred outside vendors are required to (1) execute agreements to indemnify, defend and hold the Hotel harmless from any act or omission committed by the vendor while the vendor is on Hotel property; and (2) provide proof of insurance, with a carrier and with limits acceptable to the Hotel, and identify the Hotel as an additional named insured on said insurance policies. Group agrees that if the outside vendor fails to provide items (1) and (2) above, the Hotel, acting reasonably, may refuse access of the outside vendor to the Hotel property.

NOTICES

Any notices to the Hotel shall be delivered to 8001 International Drive, Orlando, FL 32819, Attention Director of Sales or Associate Director of Sales and should reference this Agreement. Any notices to you will be sent to the following address: 1725 Mahan Drive, Tallahassee, FL 32308. Notices sent by U.S. Mail, certified with first class postage prepaid, shall be deemed given four (4) business days after deposit. Notices given by hand delivery or electronic transfer shall be deemed given upon actual receipt.

GOVERNING LAW/VENUE

This Agreement shall be governed by the laws of the state of Florida (regardless of the laws that might otherwise govern under applicable principles of conflicts of law) as to all matters, including but not limited to matters of validity, effect, performance and remedies. The Parties hereto hereby irrevocably submit and agree to bring any suit, action or proceeding arising out of or relating to this Agreement, the Group's event at the Hotel, or any of the transactions contemplated by this Agreement to the jurisdiction of the state of Florida where the Hotel is located and agree that venue shall be in the county where the Hotel is located, and hereby waive any and all objections to jurisdiction or venue. The prevailing party in any dispute or litigation arising out of or related to the enforcement of this Agreement shall be entitled to recover its attorney fees and costs.

FORCE MAJEURE

The performance of this Agreement by either party is subject to acts of God, war, government regulations, disaster, strikes, civil disorder, terrorism, complete curtailment of transportation, or other emergencies making it illegal or impossible to substantially perform this Agreement. In such an event, prompt notice shall be given by the party canceling pursuant to this section. The party seeking


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cancellation of performance under this provision must exercise due diligence and take all reasonable steps to avoid, remove and overcome the effects of the force majeure event.

For the purpose of this section, terrorism is defined as acts of persons acting on behalf of or in connection with any organization which carries out activities, intended to cause serious bodily injury, within the United States which are directed toward the overthrowing or intimidating of the United States government by violence or other force. War is that which is declared by Congress.

INDEMNITY

Each party shall indemnify, defend and hold harmless the other party, its directors, officers, employees, agents, members, partners, general partners, successors, predecessors, affiliates and related companies from and against any and all actions, causes of action, claims, demands, liabilities, losses, judgments, damages or expenses and charges of any kind or nature including interest, reasonable attorneys' fees and other costs, expenses and charges which the other may at any time incur, sustain or become subject to by reason of any claim or claims:

- a. Arising out of the indemnifying party's breach of any provision, warranty or representation of this Agreement;
- b. Arising out of the indemnifying party's willful acts or omissions, negligence, or other similar wrongdoing; or
- c. Arising from the indemnifying party's failure to comply with any law or regulation, unless caused by the other.

The terms of this Section shall survive the expiration or termination of this Agreement. For the purpose of this Indemnity, the parties agree that the Hotel parties indemnified include the following: the Hotel, Wyndham Hotel Management Inc. and I Shops, LLC and their respective officers, owners, agents, employees, affiliates, parents, general partners, insurers, predecessors, successors, and assigns. Group agrees that any breach or acts and omissions of its contractors, subcontractors, volunteers, employees, agents and vendors on Hotel premises constitute Group's breach, acts or omissions for the purpose of this indemnity.

PROHIBITED ACTIVITIES AND SUBSTANCES

Group covenants and agrees that Group is strictly prohibited from engaging in any activity or activities on the Hotel property or possessing or bringing any materials or items to the Hotel and the Hotel property which involve or contain, or constitute, directly or indirectly: (i) any form or type of pyrotechnics, fireworks, flares, flames, or other flammable or explosive materials or items, or (ii) any Hazardous Substances. The term "Hazardous Substances" includes, but is not limited to, any and all substances (whether solid, liquid or gas): (i) defined, listed or otherwise classified as pollutants, hazardous wastes, or words of similar meaning or regulatory effect under any present or future Laws, or (ii) that may have a negative impact on human health or the environment, including, but not limited to, petroleum and petroleum products, asbestos and asbestos-containing materials, polychlorinated biphenyls, lead, radon,


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radioactive materials, flammables and explosives. The term "Laws" includes, without limitation, all stated and federal environmental laws and regulations, the Homeland Security Act, the Safe Explosive Act, and any other past, present and future federal, state and local laws, statutes, ordinances, rules, regulations and the like, as well as common law, relating to the protection of human health or the environment, or relating to Hazardous Substances, or relating to the liability for or costs of remediation, or prevention of releases of Hazardous Substances, or relating to liability or costs of actual or threatened danger to human health or the environment.

Group covenants and agrees that Group: (a) shall strictly comply with all laws, orders, rules and regulations relating to the use and occupancy of the Hotel property, (b) will not allow the Hotel property to be used for any purpose other than the specific use permitted under this Agreement, (c) will not permit the Hotel property to be used for any improper, unlawful or objectionable purposes and (d) will not cause, maintain or permit any nuisance in, on or about the Hotel property.

In addition to, but not in lieu of, any other indemnification which may be provided for in the Group Event Agreement, Group shall, at Group's sole cost and expense, protect, defend, indemnify and hold Hotel and all Hotel's indemnified parties as identified in the Indemnity paragraph above ("Hotel Indemnified Party"), as defined in the indemnity portion of the Group Event Agreement or thereafter referenced, from and against any and all claims, suits, liabilities, actions, proceedings, obligations, debts, damages, losses, costs, expenses, fines, penalties, charges, amounts paid in settlement, including, but not limited to, attorneys' fees and other costs of defense, imposed or incurred by or asserted against any Hotel Indemnified Party arising out of or in any way relating to any violation, breach or nonperformance, or alleged violation, breach or nonperformance by Group or Group's performance or observance of the terms, conditions and provisions of this Prohibited Activities and Substances policy.

WYNDHAM AND HOTEL NAME AND LOGO

The names and logos of the Hotel and of Wyndham are exclusive property of the Hotel and Wyndham Hotel Group, Inc., WHG TM Corp. and Wyndham Hotels and Resorts, LLC and their subsidiaries and affiliates, respectively. Any unauthorized use of these names and logos is prohibited. You must submit any and all materials that include the name of the Hotel to the Hotel and obtain written authorization before same are reproduced. The Director of Sales must be copied on all mailings that include the name of the Hotel. Any use of the names and/or logos without written approval must be reprinted and mailed at Group's expense.

GENERAL TERMS

This Agreement constitutes the entire understanding between the parties and supersedes any previous communications, representations, or agreements, whether written or oral.

This Agreement shall be binding upon the executors, administrators, assigns and successors of each party hereto; however, this Agreement may not be assigned or transferred by Group without Hotel's express written consent.


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AUTHORIZED SIGNATURE(S)

The persons executing this Agreement set forth below represent and agree that he/she has all requisite legal power and capacity to execute this Agreement and bind the parties hereto, and this Agreement constitutes a valid and binding obligation of Association of Florida Colleges, enforceable Association of Florida Colleges against in accordance with its terms.

CHANGES, ADDITIONS, STIPULATIONS OR LINING OUT

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or Group will not be considered agreed to or binding to the other unless such modifications have been initialed or otherwise approved in writing by the other.

IN WITNESS WHEREOF, the Hotel and Association of Florida Colleges have executed this Agreement in manner and form sufficient to bind them as of the date and year set forth on page one of this Agreement. The Agreement must be signed by a Group Officer, Executive Director, or Director of Meetings.

Additional individuals who are/will be authorized to sign on behalf of the organization prior to and during the event are listed below.

Association of Florida Colleges

WYNDHAM HOTEL MANAGEMENT, INC.
as manager of the Hotel commonly known as
Wyndham Orlando Resort International Drive

By: MB
Michael Brawer

By: Frankie Shea
~~Betty Ann Lewis~~
Senior Sales Manager
Date: 10/23/19 ADOS

Date: 10/23/19

MB
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Hotel's Initials

Michael Braver
 Association of Florida Colleges
 February 4, 2020 to February 7, 2020

**ADDENDUM A
 MEETING AND FUNCTION ROOM OUTLINE**

**Association of Florida Colleges
 February 4, 2020 - February 7, 2020**

Date	Start Time	End Time	Activity	Room	Capacity
WEDNESDAY					
2/5/2020	8:00 AM	10:00 AM	CWE Board Meeting	Conference	12
2/5/2020	9:00 AM	2:00 PM	CWE Meeting	Classroom	50
2/5/2020	2:00 PM	5:00 PM	Workshops	Classroom	50
2/5/2020	5:00 PM	7:00 PM	CIA Board Meeting	Conference	12
2/5/2020	5:00 PM	7:00 PM	CSA Board Meeting	Conference	12
THURSDAY					
2/6/2020	5:00 PM	6:00 PM	Reception	Reception	175
FRIDAY					
2/7/2020	8:00 AM	12:00 PM	CIA Meeting	Classroom	90
2/7/2020	8:00 AM	12:00 PM	CSA Meeting	Classroom	70
2/7/2020	8:00 AM	12:00 PM	CWE Meeting	Classroom	40

Please be advised that the Resort has the right to move meeting rooms with prior notification to the group.

MB [Signature]
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