

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: November 17, 2015

Department: Sustainability

Bulk Item: No X

Staff Contact /Phone #: Rhonda Haag, 453-8774

AGENDA ITEM WORDING: Approval to enter into Amendment No. 1 to a contract with Casa Operating Lessee Inc., d/b/a Casa Marina, A Waldorf Astoria Resort, for conference hosting and implementation services for the *7th Annual Southeast Florida Regional Climate Change Summit* to authorize additional food and beverage services and audio visual services in support of the Summit; authorization for the Sustainability/Projects Director to execute necessary documentation.

ITEM BACKGROUND: The Summit is being hosted on December 1-4, 2015 by Monroe County on behalf of the *Southeast Florida Regional Climate Change Compact*. The number of paid summit registrations is more than 300. The County has a FY16 budget of \$50,000 for Summit Expenses. In addition, a significant source of funds has been raised through event sponsorships and summit registrations to help defray the costs of the event. As of 11/3/15, \$161,325 has been pledged for registration fees and sponsor donations (of this, \$19,525 remains to be collected). Additional sponsorships and registration fees are expected. Sponsor donations and registration fees will be used to fund the food and beverage services. Funds will not be used for the purchase of alcohol. Budgeted funds will be used to fund the audio visual services fee. Remaining sponsor donations and registration fees will be used to fund other summit expenses.

Pre-payment in the amount up to \$165,500 is due to the Casa by 11/23/15. The Casa will invoice the County after the event for the final number of guests who attended the event and participated in the food and beverage. The County will use sponsor and registration fees (and County funds if necessary) to pay for food and (non-alcoholic) beverages.

PREVIOUS RELEVANT BOCC ACTION:

04-15-15: Authorize entering into a contract with the Casa Marina

CONTRACT/CONTRACT CHANGES: Changes vis-à-vis the original Agreement:

1. Sleeping room charges (\$138,354.00) are eliminated (guests are paying for their own rooms and room charges);
2. Resort charge (\$6,960) is eliminated;
3. Food and beverage charges increases from \$40K to \$131K (attributable an increase in estimated head count, finalization of the menu, and the fact that the estimate now includes the mandatory 22% gratuity/service charge);
4. Audio visual charges (\$35K) are added. It was originally anticipated that County staff would provide the audio visual (AV) services. However, because of the complexity and specialized equipment needed, the hotel will provide the majority of the AV and related services. County AV staff will provide support and record the sessions.

STAFF RECOMMENDATIONS: Approval

TOTAL COST: NTE \$166,500 **INDIRECT COST:** **BUDGETED:** Yes* X No

*Budgeted funds and unbudgeted donations and registrations fees will be used to fund this amendment.

DIFFERENTIAL OF LOCAL PREFERENCE:

COST TO COUNTY: \$30,000

SOURCE OF FUNDS: Budgeted, Sponsor and
Registration Fees collected.

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty CH OMB/Purchasing Risk Management

DOCUMENTATION: Included X Not Required

DISPOSITION:

AGENDA ITEM # **CAD #**

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Casa Operating Lease Inc Contract # A1
 Effective Date: November 21, 2015
 Expiration Date: January 31, 2016

Contract Purpose/Description:

This Amendment No. 1 authorizes the Casa Operating Lessee Inc. to provide services for the 7th SE FL Regional Climate Summit, being hosted by Monroe County. Services include, but are not limited to, audio visual, ballrooms and conference rooms, food and beverage, room set up and tear down, room services and food and beverage gratuities.

Contract Manager: Rhonda Haag 8774 CAD M.S. #26
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on 11/21/15 Agenda Deadline: 11/6/16

CONTRACT COSTS

Total Dollar Value of Contract: \$ 166,500 Current Year Portion: \$ 165,500
 Budgeted? Yes No Account Codes: 001-05008-530490- -\$30,000 budgeted
158-06047-530490- -\$131,500 donations
 Grant: \$ donations
 County Match: \$ _____ - - - - - & registration fees

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ _____/yr For: _____
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____	_____
Risk Management	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____	_____
O.M.B./Purchasing	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	_____	_____
County Attorney	<u>11-4-2015</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Cynthia F. Hall</u>	<u>11-4-2015</u>

Comments: _____

Quick Confirmation Agreement
AMENDMENT NO. 1

This Quick Confirmation Agreement ("Agreement") is by and between Monroe County Florida or 7th Annual Regional Climate Change Summit ("Group" or "you" or "your(s)") and Casa Operating Lessee Inc. ("Owner"), d/b/a Casa Marina, A Waldorf Astoria Resort (the "Hotel" or "we" or "us" or "our").

Especially Prepared for:		Event & Hotel Information:	
Group Contact:	Ms. Rhonda Haag	Name of "Event":	7th Annual Regional Climate Change Summit
Title:	Sustainability / Projects Director	Date(s) of Event:	December 1, 2015 - December 4, 2015
Company Name:	Monroe County Florida	Post to Reader Board As:	7th Annual Regional Climate Change Summit
Address:	1100 Simonton Street	Hotel Contact:	Griselda M. Collado
City, State, Zip:	Key West, FL 33040	Title:	Senior Sales Manager
Phone:	Bus: (305) 453-8774 Cell: (305) 395-9928	Phone:	(305) 599-8486
Email:	Haag-Rhonda@MonroeCounty-FL.Gov	Email:	Griselda.Collado@waldorfastoria.com

The following represents a change in the original agreement executed on March 27, 2015 between the two parties.

ORIGINAL ANTICIPATED REVENUE:

Summary of Revenue Anticipated by Hotel from this Agreement	
Total Anticipated Sleeping Room Revenue:	\$138,354.00
Total Anticipated Food and Beverage Revenue: <small>Total Anticipated Food and Beverage Revenue does not include gratuities, service charges, supplemental surcharges, applicable federal, state or local taxes or any other fees outside of food and beverage product sales.</small>	\$ 40,000.00
Total Anticipated Meeting Room Rental Fees: <small>Any discounts on Meeting Room Rental Fees are based on Group's achievement of performance requirements.</small>	\$ 500.00
Estimated Total Resort Charge:	\$ 6,960.00
"Total Anticipated Revenue":	\$185,814.00

AMENDED ANTICIPATED REVENUE:

Summary of Revenue Anticipated by Hotel from this Agreement	
Total Anticipated Food and Beverage Revenue (Based on not to exceed 400 guests): <small>Inclusive of gratuities, service charges, supplemental surcharges, and any other fees outside of food and beverage product sales.</small>	\$131,000.00
Total Anticipated Audio Visual Charges:	\$ 35,000.00
Total Anticipated Meeting Room Rental Fees:	\$ 500.00
"Total Anticipated Revenue from County" (not to exceed):	\$166,500.00

Allowed Food & Beverage Reduction

Monday, November 23, 2015 - We will review the number of requests for room assignments that have been made by your attendees in order to compare your obligations herein with your actual likely performance. Should the actual number of attendees fall below the attendance we expect based upon your reserved Room Block, the Group may reduce the Food & Beverage minimum to \$102,000.00 (based on 300 guests).

AMENDED DEPOSIT SCHEDULE:

DEPOSIT SCHEDULE		
	Due Date	Amount
Initial Deposit	Monday, March 30, 2015 with signed contract	\$1,000.00
Final Payment	Tuesday, November 23, 2015	Remaining Balance of Master Account

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

ACCEPTED AND AGREED TO:

GROUP:
Monroe County, Florida

By: _____
Name: Ms. Rhonda Haag, Sustainability/Projects Director
Dated: _____

HOTEL: Casa Operating Lessee Inc.
d/b/a Casa Marina, A Waldorf Astoria Resort

By: Griselda M. Collado
Name: Griselda M. Collado, Senior Sales Manager

Dated: 11/4/15

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
Cynthia L. Hall
CYNTHIA L. HALL
ASSISTANT COUNTY ATTORNEY
Date 11-4-2015



AMY HEAVILIN, CPA


CLERK OF CIRCUIT COURT & COMPTROLLER

MONROE COUNTY, FLORIDA

DATE: April 24, 2015,

TO: Roman Gastesi
County Administrator

ATTN: Connie Cyr
Executive Aide

FROM: Lindsey Ballard, D.C. 

At the April 15, 2015 Board of County Commissioner's meeting the Board granted approval and authorized execution of Item M3 Approval to ratify an Agreement signed by the Deputy County Administrator with Casa Operating Lessee Inc., for Conference hosting and implementation services for the 7th Annual Southeast Florida Climate Change Summit to be held in Key West on December 2-3, 2015. The Summit is being hosted by Monroe County on behalf of the Southeast Florida Climate Change Compact, a four-county partnership created for the purpose of collaborative planning and implementation of adaption and mitigation strategies related to climate change.

Enclosed is a duplicate original of the above-mentioned for your handling. Should you have any questions, please feel free to contact my office.

cc: County Attorney (Electronic Copy)
Finance (Electronic Copy)
File

AGREEMENT Between Monroe County Casa Marina, A Waldorf Astoria Resort 1500 Reynolds Street | Key West, FL 33040

This Quick Confirmation Agreement ("Agreement") is by and between Monroe County Florida or 7th Annual Regional Climate Change Summit ("Group" or "you" or "your(s)") and Casa Operating Lessee Inc. ("Owner"), d/b/a Casa Marina, A Waldorf Astoria Resort (the "Hotel" or "we" or "us" or "our").

Especially Prepared for:		Event & Hotel Information:	
Group Contact:	Ms. Debbie Frederick	Name of "Event":	7th Annual Regional Climate Change Summit
Title:	Deputy County Administrator	Date(s) of Event:	December 1, 2015 - December 4, 2015
Company Name:	Monroe County Florida	Post to Reader Board As:	7th Annual Regional Climate Change Summit
Address:	1100 Simonton Street	Hotel Contact:	Griselda M. Collado
City, State, Zip:	Key West, FL 33040	Title:	Senior Sales Manager
Phone:	(305)-292-3440	Phone:	(305) 599-8486
Email:	Frederick-debbie@monroecounty-fl.gov	Email:	Griselda.Collado@waldorfastoria.com

	Tue, 12/01/15	Wed, 12/02/15	Thu, 12/03/15	Fri, 12/04/15
Staff Room	10	10	10	0
Accessible Rooms	6	6	0	0
Standard Guest Room	110	110	55	65
Historic Flagler Bldg/Ocv King	24	24	5	5
Ocean View w/Balcony	50	56	10	10
Total	200	206	80	80

Room	Single Rate	Double Rate
Standard Guest Room	\$ 229.00	\$ 229.00
Historic Flagler Bldg/Ocv King	\$ 269.00	\$ 269.00
Ocean View w/Balcony	\$ 299.00	\$ 299.00
Staff Room	\$ 149.00	\$ 149.00

TOTAL SLEEPING ROOM NIGHTS RESERVED: 580 TOTAL ANTICIPATED SLEEPING ROOM REVENUE: \$138,354.00

Sleeping room rates as noted in the "Room Block" above are net, non-commissionable and are quoted exclusive of applicable state and local taxes, fees and assessments.

Resort Charge: Sleeping room rates are quoted exclusive of applicable resort fees. Therefore, in addition to the sleeping room rates set forth in this Agreement, there will be a daily reduced resort charge, \$12.00 per room, per night, plus applicable state and local tax, which will be posted to all guest rooms to cover the following:

- ✓ Key lime welcome drink
- ✓ In-room Nespresso coffee service
- ✓ Wireless high speed internet service
- ✓ Long distance domestic US phone calls up to 30 minutes
- ✓ Pool and beach services including chairs, towels, umbrellas, beach hammocks, frozen eucalyptus towels, drink samples, frozen popsicles, and personalized beach attendant service
- ✓ Access to both Casa Marina and the Reach Resort amenities including fitness centers, beach volleyball, giant chess board, bocce court, outdoor pool table, pool toys, and fishing pier access
- ✓ Reciprocal resort charging privileges

Amenities and Services included in the Resort Charge are subject to change.

SCHEDULE OF EVENTS AND FUNCTION SPACE CHARGES:

Date	Start Time	End Time	Function	Room	Setup	Qty	Room Rental
Tue, 12/1/15	12:00 PM	8:00 PM	Registration	Lobby Verania	Special Instructions Setup	4	
Tue, 12/1/15	6:00 PM	10:00 PM	Welcome Reception	Flagler Beach	Round Tables of 10	400	\$ 250.00
Wed, 12/2/15	7:00 AM	11:59 PM	General Session/Congress	Keys Ballroom	Classroom	300	
Wed, 12/2/15	7:00 AM	11:59 PM	General Session/Congress	Flagler Ballroom (Simulcast)	Classroom	100	
Wed, 12/2/15	7:00 AM	8:00 AM	Continental Breakfast	Keys Ballroom Patio	Round Tables of 10	400	



AMC

Wed, 12/2/15	8:00 AM	5:00 PM	Registration	Lobby Veranda	Special Instructions Setup	4	
Wed, 12/2/15	9:00 AM	4:00 PM	Exhibition/Trade Show	Grand Ballroom	Exhibition - Table Top	20	
Wed, 12/2/15	9:00 AM	5:00 PM	Breakout/Syndicate	Tarpon 245	Special Instructions Setup	10	
Wed, 12/2/15	9:00 AM	5:00 PM	Breakout/Syndicate	Marlin 345	Existing Setup	10	
Wed, 12/2/15	12:00 PM	1:00 PM	Lunch Buffet	Keys Ballroom Patio	Round Tables of 10	400	
Wed, 12/2/15	6:00 PM	11:00 PM	Reception/Dinner	Flagler Beach	Round Tables of 10	400	\$ 250.00
Thu, 12/3/15	7:00 AM	11:59 PM	General Session/Congress	Keys Ballroom	Classroom	300	
Thu, 12/3/15	7:00 AM	11:59 PM	General Session/Congress	Flagler Ballroom (Simulcast)	Classroom	100	
Thu, 12/3/15	7:00 AM	8:00 AM	Continental Breakfast	Keys Ballroom Patio	Round Tables of 10	400	
Thu, 12/3/15	9:00 AM	4:00 PM	Exhibition/Trade Show	Grand Ballroom	Exhibition - Table Top	20	
Thu, 12/3/15	9:00 AM	5:00 PM	Breakout/Syndicate	Tarpon 245	Special Instructions Setup	10	
Thu, 12/3/15	9:00 AM	5:00 PM	Breakout/Syndicate	Marlin 345	Existing Setup	10	
Thu, 12/3/15	9:00 AM	5:00 PM	Exhibition/Trade Show	Grand Ballroom	Exhibition - Table Top	20	
Thu, 12/3/15	12:00 PM	1:00 PM	Lunch Buffet	Keys Ballroom Patio	Round Tables of 10	400	

- Meeting Rooms are subject to change without notice.

Gratuity and Service Charge: There will be a combined gratuity and service charge will be added to your account. The combined charge is equal to 22% of the food and beverage. A portion of this combined charge (currently 13%) is a **gratuity** and will be fully distributed to servers, housemen and where applicable, bussers and/or bartenders assigned to the Event. The remainder of the combined charge (currently 9%) is a **service charge** that is not a gratuity and is the property of Hotel to cover discretionary and administrative costs of your Event.

Audio Visual Services: The Casa Marina Resort & The Reach Resort maintain a full service, on-site audiovisual production company through Presentation Services PSAV. The Hotel recognizes that certain guests/clients may elect to bring in a third party supplier of audiovisual services ("Third-Party Supplier"). The Hotel and Presentation Services are able to meet any such request(s) provided the following guidelines are followed and a copy of these guidelines are signed by the guest/client and the Third-Party Supplier and provided to the Hotel at least 45 days prior to the event. These guidelines have been developed to ensure the utmost safety and care for all guests of the Hotel and the Hotel premises, and to uphold a level of service and quality that is necessary to ensure a successful event.

- All third party vendors planning to do audiovisual work within our facility must contact Presentation Services and the facility no less than 45 days prior to their load in. Presentation Services and the facility will advise these companies of the provisions that must be met and assist in assuring that your function runs smoothly.
- All Audio Visual Sales incentives offered by the hotel will be extended if and only if Presentation Services is the primary audio-visual provider for the event.

Load In/Load Out Supervisor

- All production companies working in the Casa Marina Resort must hire a load in/load out supervisor through our in house audio visual company(charges waived), Presentation Services. This PSAV technician will supervise the setup and strike to ensure the hotel's policies and procedures are followed. A \$250.00 charge for set up and \$250.00 charge for tear down will be charged .
- The Third-Party Supplier is required to provide to **Presentation Services** a complete schedule of events at least 7 days before load-in including the date and time of load-in and load-out, times of amplified audio reproduction, power tie-in/disconnect schedule and "dark room" schedules.

Expositions/Exhibits: In the event that 10 or more exhibits are required, booths or table-top exhibits require inspection for the fire department at an additional charge. A floor plan is required 30 days prior to the set-up day. Any changes to the original floor plan will be subject to an additional charge. Arrangements must be coordinated in advance with your CSM.

Outdoor Functions: All outdoor functions scheduled at the Casa Marina and/or The Reach Resorts with a backup location are subject to final weather decision by 12:00 noon on the day of the function. **There is a set-up charge for patio/beach/lawn functions of \$500.00 per event.** The Hotel Management will make this decision in the best interest of a successful event for the convention group. Music / Entertainment for outdoor functions must conclude by 11:00 PM per the City of Key West Noise Ordinance. **All beverages consumed at outside locations, including wine, will be served in non-breakable plastic ware. No glassware of any kind is permitted at outside locations.**

Summary of Revenue Anticipated by Hotel from this Agreement: For your information and guidance, the following chart illustrates the total potential value of your Event. The Hotel has offered the negotiated sleeping room rates, meeting room inventory and other concessions in this Agreement based upon the total revenue contracted, as well as additional revenue from providing additional services to your Group and your attendees at additional charge. Any requests for additional sleeping rooms, meeting rooms, function space and/or Food and

Beverage to be added after Agreement signing will be subject to availability, and agreed upon changes would be confirmed in a written amendment to this Agreement signed by both parties.

Summary of Revenue Anticipated by Hotel from this Agreement	
Total Anticipated Sleeping Room Revenue:	\$138,354.00
Total Anticipated Food and Beverage Revenue: <small>Total Anticipated Food and Beverage Revenue does not include gratuities, service charges, supplemental surcharges, applicable federal, state or local taxes or any other fees outside of food and beverage product sales.</small>	\$ 40,000.00
Total Anticipated Meeting Room Rental Fees: <small>Any discounts on Meeting Room Rental Fees are based on Group's achievement of performance requirements.</small>	\$ 500.00
Estimated Total Resort Charge:	\$ 6,960.00
"Total Anticipated Revenue":	\$185,814.00

Groups paying resort charge will have internet access in the meeting rooms as well as their guest room. Access to the meeting space HSIA will be controlled through the convention services team providing appropriate access codes. Guests and groups not paying resort fee will have to charge the internet to their credit cards or rooms as is current practice.

Group shall endeavor to inform Group's attendees of all applicable daily resort fees and service fees, as such fees are separate and distinct from the sleeping room rate and applicable taxes. The Hotel will advise guests who make reservations directly with the Hotel of applicable daily resort fees and service fees.

Additional Concessions: Please advise your assigned Event Manager no later than seven (7) days prior to first guest room arrival of your decision whether you prefer to have concessions reduced or if you want to retain and pay for them. If you elect to pay for unearned concessions, you agree that you will pay all applicable labor/union charges, state and local taxes, gratuity and/or service charges on all concessions provided.

Item	Retail Value per Unit	Units/Quantity	Duration	Concession	Total Retail Value	Savings
Resort Fee	\$25 Daily	580		Reduced to \$12 Daily	\$14,500.00	\$ 7,540.00
Staff Rooms	\$229	10 rooms	3 nights	Reduced rate of (\$149)	\$ 6,870.00	\$2,400.00
Banquet Menu Pricing				10% off 2015 Menus		

Food and Beverage Discount: Hotel will extend a 10% discount off **December/2015** published banquet menu prices if Group confirms final menus no later than **30** days prior to arrival. If Group requests customized menus or other discounted food and beverage options for any/all events, the discount will not apply in addition to the special pricing. Discount does not apply to service charge or gratuity. Requests for additional labor, sub-contracted equipment, décor, early/late or extended serve times will be the responsibility of the Group and will not be discounted.

Option Dates: These arrangements are being held on a **first option basis** until **Monday, March 30, 2015** (the "Option Period"). However, should other business opportunities arise such that we are in a position to confirm immediately, you will be advised and given **72 hours**, or until the end of your Option Period (whichever is shorter) to confirm this Agreement on a definite basis by returning a signed copy of this Agreement to us, or to enable alternate dates to be researched and offered for your use. Please note that it is your responsibility to notify us if you need to request an extension of your Option Period. If we do not receive a signed copy of this Agreement by **Monday, March 30, 2015** we may, at our sole option and with no notice required, release this first option, or may continue to hold the arrangements, or may review and revise our rates. No cancellation fee shall apply if we release this first option.

Additional Terms and Conditions: By signing where indicated below, you are agreeing that in addition to the terms and conditions of this Agreement as outlined herein, this Agreement is also comprised of all the general terms and conditions set forth in the Quick Confirmation Agreement – Additional Terms and Conditions (collectively, the "**Additional Terms and Conditions**") located on the following web site: <http://hiltondistribution.com/us-quick/addlterms.htm>.

Entire Agreement: This Agreement, together with the Standard Terms and Conditions (attached hereto and incorporated herein by reference), the above-referenced **Additional Terms and Conditions**, appendices, addenda and 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 the parties. If this Agreement or any attachments thereto are returned signed but with changes, it shall not constitute an acceptance, but rather a counteroffer by you that may be accepted or rejected in writing by us in our sole discretion. Once both you and we sign this Agreement, all provisions reserved on your behalf will be *confirmed* and therefore subject to the terms of this Agreement.

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

ACCEPTED AND AGREED TO:

GROUP:
Monroe County Florida

HOTEL: Casa Operating Lessee Inc.
d/b/a Casa Marina, A Waldorf Astoria Resort

By: *Debbie Frederick*
Name: Ms. Debbie Frederick, Deputy County Administrator
5/4/15

By: *M. Collado*
Name: Griselda M. Collado, Senior Sales Manager
Dated: 3/27/15



M. Heavilin, CLERK
By: *Christy Russell*
Deputy Clerk

Ratified by:
BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY
FLORIDA
BY: *D. P. Kelly*
Mayor
Date: April 15th, 2015

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM
Natleene W. Cassel
NATILEENE W. CASSEL
ASSISTANT COUNTY ATTORNEY
Date: 5-1-15

STANDARD TERMS AND CONDITIONS

Method of Reservations: Reservations will be made:

- via a rooming list. Hilton offers direct download into our reservation system using **RAPID!** Your designated Event Manager will send you an Excel template to create your rooming list. Your final rooming list must be received on or before the Cut-Off Date;
- directly by the attendee via the Internet using the **Personalized Group Web Page**. Please visit <http://www.hilton.com/GroupPage> to create your Personalized Group Web Page at least 1 week prior to when housing is scheduled to open;
- We understand room assignments may be made directly with the Hotel room reservation department by calling our toll-free number **1-888-303-5717**. In doing so, please ask your attendees to request the negotiated convention/meeting rate for your Group or by the unique group code which will be supplied after executed contract is received by hotel.

Cut-Off Date: In order to assign specific room types to your attendees, each sleeping room in your Room Block must be confirmed in the manner described below no later than **Monday, November 2, 2015**, but group will publish 60 days prior to event. This date will be known as your "**Cut-Off Date**." If you have not guaranteed or prepaid such rooms, you agree that Hotel may offer unused sleeping rooms held in your Room Block to other customers to reduce Hotel's losses. **Confirmation of rooms after the Cut-Off Date will only be accepted based on availability of contracted room type(s) and at the Hotel's prevailing rates.**

Guest Payment Arrangements: Room and Tax plus Resort Charge will be paid by individuals.

Incidental charges will be paid by individuals, in which case these charges must be paid in full prior to the guest's departure, with individual credit being established upon check-in.

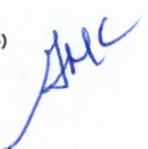
Individual Guest Deposits/Confirmation: To confirm a sleeping room within your Room Block, the sleeping room must be secured with a valid credit card provided by the guest attending your Event, along with a first night's room rate and tax deposit, refundable up to 7 days in advance of their arrival date.

Early Departure Fee: If a guest who has requested a room within your Room Block checks out prior to the guest's reserved checkout date, the Hotel will add an early checkout fee to that guest's individual account (**currently, \$75.00**). Guests wishing to avoid an early checkout fee should advise the Hotel at or before check-in of any change in planned length of stay. The Hotel will inform your Group attendees of this potential charge upon check-in and requests that you also inform your attendees of this obligation.

Bellman:	Guest Discretion
Housekeeping:	Guest Discretion
Storage/Handing fee:	\$10.00/package
Check-in:	4:00 PM
Check-out:	11:00 AM
Self-Parking	\$20.00/day
Valet Parking:	\$30.00/day
Amenities/Room Deliveries:	\$5.00/room/delivery Charge

Banquet Services: Group has agreed to hold the food and beverage events set forth in the Schedule of Events. The following mandatory timeline relates to final menus and program meal functions:

- Given that food and beverage prices fluctuate in accordance with market conditions, menu prices for planned food and beverage functions will be established not earlier than **six (6) months** prior to your Event. At that time, we will confirm in writing your menu prices for your planned food and beverage functions.
- In order to confirm meeting room assignments, no later than **90 days** prior to your major arrival day, we require that you re-confirm your programmed meal functions and anticipated number of attendees. At that time, we will re-confirm in writing your Schedule of Events. After that date, the Hotel will release any meeting space in your Schedule of Events not assigned to a specific meeting or function for your Group. We may continue to hold such meeting rooms if you advise us in writing that you will guarantee payment of such meeting rooms to the Master Account. If you have not guaranteed such meeting rooms, you agree that Hotel may offer unused meeting rooms held on your behalf to other customers.
- At **90 days** prior to your arrival date, we will review the number of requests for room assignments that have been made by your attendees in order to compare your obligations herein with your actual likely performance. Should it appear at that time that the actual number of attendees will fall below the attendance we expect based upon your reserved Room Block, the Hotel reserves the right to assign alternate meeting space commensurate with your reduced space needs as indicated by your attendees' requests for room assignments.
- Your Event Manager will contact you at least **thirty (30) days** before your Event to review and re-confirm the details for your Event, including menus, decorations, entertainment and beverage service. We require that your final menu selections and room set specifications be completed and received at least **thirty (30) days** prior to your major arrival day.
- If for any reason you do not provide the Hotel with your final menu selections and room set specifications at least **thirty (30) days** prior to your major arrival day, Group will be ineligible to receive any Food and Beverage discounts as provided for elsewhere in this Agreement.
- If for any reason your final menu selections and room set specifications are provided to the Hotel **fourteen (14) days** or less prior to your major arrival day, Hotel may, in our sole discretion, make Chef's Selections for food product based on your delayed submission of final menu selections, and you agree to accept such substitutions.
- Due to supply chain logistics that are out of the control of the Hotel including seasonal availability of product, holidays and weekends, if for any reason you do not provide the Hotel with your final menu selections and room set specifications at least ten (10) days prior to your major arrival day, the Hotel will assess an extra fee equal to \$1.00 per menu per person to offset extra costs Hotel may incur when placing expedited food product orders to Hotel's suppliers.
- Upon review of your final menus and Event requirements, Event Orders will be sent by Hotel to you within **five (5) business days** to confirm all final arrangements and prices, which Event Orders will serve as a part of this Agreement. If you do not advise Hotel of any changes on the Event Orders by the date requested by Hotel, you agree that the Event Orders will be considered accepted by you as correct and you will be billed accordingly.



- At least **72 hours (three days)** before your Event, you must inform us of the exact number of people who will attend your Event functions by contacting your assigned Event Manager by email or phone. Guarantees by text message cannot be accepted. We will not undertake to serve more than **3%** above this guaranteed minimum.

Service Charges: Service charges are charges added to your Master Account bill to pay for costs incurred by the Hotel in connection with additional equipment, administration, and staffing necessary for the Event. These surcharges will be solely retained by the Hotel and are not distributed to hourly or tipped employees. Examples include, but are not limited to, early sets, late end times, outdoor venues, resets, refreshes, cleaning and other service that require staffing above normal levels and/or services outside of the normal scope contracted and paid products and services. These charges shall be enumerated in a final bill and shall not exceed 9%.

Group agrees to the following deposit schedule:

DEPOSIT SCHEDULE		
	Due Date	Amount
Initial Deposit	Monday, March 30, 2015 with signed contract	\$1,000.00
Final Payment	Tuesday, November 17, 2015 (2 weeks prior to arrival)	Remaining Balance of Master Account

No later than 30 days in advance of arrival, the parties will determine the number of conference attendees and the related amounts of anticipated food and beverage revenue. The Hotel will transmit an invoice for food and beverage needed to service the attendees 17 days in advance of the conference which have been purchased in advance of conference and will reduce the anticipated revenue of food and beverage revenue to the actual registrations received by County.

Group will receive an invoice 30 days in advance for review and processing with an itemized list of charges. County will submit to Hotel an itemized list of any disputed charges. It is agreed that Monroe County Clerk of Courts may refuse to pay any disputed amount until adequate detail of the requested amount has been provided by the Hotel and where necessary accompanied by proof of the amount to be charge. Hotel agrees to provide County with a more detailed list of disputed charges or with proof of payment for the charges so that County may review. If any charges are disputed, all undisputed amounts will be paid in a reasonable time and the parties agree to work in good faith to resolve the disputed invoiced charges in a timely manner.

Electronic Payments/Bank Wire Transfer: The Casa Marina, A Waldorf Astoria Resort prefers check and/or wire payments. The detailed information listed below is what is required for any electronic payments/wire transfers. If payments are being sent by wire transfer, please advise us when transfer has been processed.

BANK NAME: Wells Fargo Bank, N.A.
 BANK ACCT NAME: Casa Marina Owner, LLC
 BANK ADDRESS: 100 Park Avenue 3rd Floor
 New York, New York 10154
 ABA#: 053000219 ACH
 Standard Wire #: 121000248
 Bank Account #: 5000000104105
 SWIFT Number#: PBNPUS3NNYC

Sleeping Room Performance Policy: The Total Sleeping Room Nights Reserved under this Agreement is anticipated to be **\$117,382.75** in revenue for Hotel ("**Total Anticipated Sleeping Room Revenue**"). This amount is not a guarantee from the County. Therefore, if County does not use all of the sleeping rooms in your Room Block, by the Cut-Off date the Hotel has the right to rent out any unused rooms to other customers.

The parties agree that there will be no performance obligations for this contract. The hotel has agreed to extend a 60 day cut-off, however the Group will publish a 75 day cut-off (September 16, 2015).

Food and Beverage Performance Policy: The guestroom rates and concessions outlined are based on Group's expenditure of **\$40,000.00** in banquet food and beverage, excluding taxes, gratuities and service charges ("**Total Anticipated Food and Beverage Revenue**"). The Total Anticipated Food and Beverage Revenue amount does not include gratuities, service charges, supplemental surcharges, applicable federal, state or local taxes or any other fees outside of food and beverage product sales. This is not a guarantee by the County.

Cancellation Policy: Hotel has offered the favorable sleeping room rates and other concessions in this Agreement based upon the Total Anticipated Revenue for your Event, plus additional revenue that the Hotel anticipates we would receive from providing additional services to the Group and your attendees at additional charge

Impossibility: Neither party shall be responsible for failure to perform this Agreement if unanticipated circumstances beyond their reasonable control (including, but not limited to: acts of God; terrorist attacks in the city in which Hotel is located; or declared war in the United States) make it illegal or impossible for the Hotel to hold the Event. The affected party may terminate this Agreement without liability upon written notice to the other party within ten (10) days of the occurrence.

Governing Law: The Agreement will be governed by and interpreted pursuant to the laws of the State of Florida; venue shall be in Monroe County.

Dispute Resolution: The parties will use their commercially reasonable efforts to informally and timely resolve any dispute concerning any matter related to this Agreement by presenting the dispute to senior representatives of Hotel and Group for their discussion and possible resolution in the order set forth herein; *provided, however*, a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, and/or infringement of intellectual property rights shall not be subject to this provision. All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If within a period of thirty (30) calendar days after submission of a disputed matter in accordance with this clause, the respective senior representatives are

unable to agree upon a resolution of such dispute, then the parties may agree to submit the dispute to mediation or to the court. The County specifically does not agree to arbitration but will agree to pre-suit mediation if requested by the Hotel.

Collection/Attorney's Fees: The parties agree that the prevailing party in any arbitration or court proceeding arising out of or related to this Agreement will be entitled to recover an award of its reasonable attorney's fees.

