



DOUBLETREE
by Hilton™

ORLANDO DOWNTOWN

BANQUET CONTRACT

October 7, 2021

GROUP NAME: The Able Trust
CONTACT: Jill Marquez
ADDRESS: 3320 Thomasville Road
Suite 200
Tallahassee, FL 32308
E-MAIL: jill@abletrust.org
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Pursuant to this contract, once accepted, The Able Trust will hold the following banquet function at the DoubleTree by Hilton Orlando Downtown.

Date	Time	Event Class	Setup	Rental	AGR	GTD
Wed, 11/17/21	6:00 PM - 8:00 PM 5:00 AM	Dinner and Meeting	Round Tables of 10	0	16	16

Concessions:

- Special Guest Room Rate of \$120.00 plus 12.5% tax.

Parking: Covered parking for overnight guests at \$19.00 for self-parking and \$25.00 for valet. For day guests, parking is \$14.00 for self-parking and \$22.00 for valet. Prices are subject to 6.5% sales tax.

ALL RESERVATIONS AND THIS AGREEMENT are subject to the rules and regulations of DoubleTree by Hilton Orlando Downtown and the following conditions:

1. Based on the estimated number of guests set forth above, you will be required to spend a minimum of **\$700.00** in food and beverage charges for the function ("Minimum Anticipated Food and Beverage Revenue"). This Minimum Anticipated Food and Beverage Revenue does not include taxes or service, room rental, labor or audio/visual charges, or any other miscellaneous charges incurred for your event. If your final attendance count should fall below the estimated number of guests listed above, we will be happy to advise you as to alternatives in food and beverage or meeting room space which may provide you with services equivalent in value to the agreed upon minimum Anticipated Food and Beverage revenue figures for your function.

Because of the Hotel's large capacity to prepare and serve food, the parties recognize that it is exceptionally unlikely that the Hotel would be able to mitigate any losses caused by underutilization (attrition) or cancellation of the program. The parties agree that prospectively calculating the damages Hotel would suffer as the result of cancellation or attrition would be exceptionally difficult. The amounts due for underutilization or cancellation set forth herein are intended as liquidated damages.

A. ATTRITION / UNDERUTILIZATION POLICY

You may reduce the Minimum Anticipated Food and Beverage Revenue amount by 5% at any time between the date of the contract and thirty days prior to the date of the event. Should your event generate less Food and Beverage Revenue (excluding taxes or service, labor or audio/visual charges, or any other miscellaneous charges incurred for your event) than 95% of the Minimum Anticipated Food and Beverage Revenue, a charge in the amount of 100% of any deficit (plus taxes and applicable service charges) will be charged to you.

B. CANCELLATION POLICY

If you should cancel your reservation or function, the Hotel shall be entitled to collect, as liquidated damages sixty percent (60%) of the sum of the Minimum Anticipated Food and Beverage Revenue and meeting room rental, if canceled from the date of contract to ninety (90) days before the date of your function; and ninety percent (90%) of the sum of the Minimum Anticipated Food and Beverage Revenue and the meeting room rental, if canceled within ninety (90) days to ten (10) days before the date of your function, and one hundred percent (100%) of Minimum Anticipated Food and Beverage Revenue plus meeting room rental to be charged if canceled within ten (10) days. Taxes and applicable service charges will be added to all amounts.

Liquidated damages resulting from cancellation shall be due and payable at the time of cancellation.

2. Though this number will not affect the Minimum Anticipated Food and Beverage Revenue figure noted above, the final attendance for your function must be received in writing by the catering/conference services office NO LATER THAN 12:00PM, three (3) working days before the date of the function. This will be the number for whom the Hotel will prepare food for the function. The Hotel cannot be responsible for service, accommodations or guaranteeing the same menu items for more than five percent over guarantee for events with an attendance of less than 500 people and three percent over guarantee for events with an attendance of more than 500 people. If a guarantee is not given to the Hotel by the specified time and date, the original estimated attendance would be considered the final guarantee. Your final menu selections must be made no later than 30 days prior to your arrival.
3. All federal and local taxes are charges related to the services rendered by the Hotel for your function in addition to the prices herein agreed upon, and you agree to pay them in accordance with the payment terms set forth herein.
4. No food or beverages of any kind can be brought into the Hotel by you or any of your guests, invitees or attendees.
5. No damages shall be due for a failure of performance due to Acts of God, war, terrorist act, government regulation, riots, disaster or strikes, any one of which make performance impossible, or due to restrictions on commodities or supplies. If, for any reason, the space reserved hereunder is not available for the Event, Hotel may substitute other space, and Group agrees to accept such

substitutions. In no event will Hotel be liable for consequential damages of any nature for any reason. Further, if in the event the Hotel shall have any liability to you (whether under this contract or otherwise), the amount of such liability shall not exceed the amount of your deposit, plus fifty percent (50%) of the Minimum Charge.

6. A first deposit of **\$350.00**, is due when Group signs the contract. Unless credit has been established in advance by Group with Hotel, payment of an additional amount which, when added to the first deposit, will equal 50% of the Minimum Anticipated Food and Beverage Revenue, is to be made 2 weeks prior to Event and any remaining balance is to be made in cash or by certified or bank check, at least two days prior to the Event. If any such payment is not made, Hotel may, at its option, deem the Event to be canceled, in which case cancellation charges will apply as noted above and the Hotel will retain any deposits on hand and apply them to the cancellation charges. If credit has been established, payment will be due in accordance with the terms therefore agreed upon between the parties hereto, but in any event, no later than 20 days following Event. Interest will accrue on any unpaid balance or deposit paid late at the rate of 1.5% per month or 18% per annum. All Social Affairs are to be fully prepaid one week prior to the Event. For your convenience, we enclose a credit authorization form. If you desire to seek credit, please sign and return the form immediately. If you wish to pay by credit card, please complete the enclosed form and return it to us with a clear, legible copy of both sides of your credit card.
7. A service charge of 12.25% of the total food and beverage revenue will be added, which will be provided to wait staff employee, service employees and/or service bartenders. An administrative fee of 10.75% of the total Food and Beverage revenue and applicable taxes will be added. This administrative fee is retained by the Hotel and is not a tip, gratuity or service charge for any employee and is not the property of the employee(s) providing service to you.

An administrative fee of 23% of the total Audio Visual revenue plus applicable taxes will be added. This administrative fee is retained by the Hotel and is not a tip, gratuity or service charge for any employee and is not the property of the employee(s) providing service to you.

On any event where the guaranteed number is less than 25 persons, a **\$50.00** labor charge will be added to the Event.

8. The Hotel reserves the right to assign another room for your function in the event the room originally designated for your function shall be unavailable or inappropriate, in the Hotel's sole opinion. In the event of increased costs of commodities or menu items, the Hotel may, at its option, make reasonable substitutions in menu items.
9. This contract is made and to be performed in Orlando, Florida, and shall be governed by and construed in accordance with Florida law. By executing this agreement, consents to the exercise of personal jurisdiction over it by the courts of the State of Florida, and agrees that all litigation regarding this contract shall be brought and maintained only in the courts of Orlando, Florida. In the event of litigation arising from or associated with this contract, the parties agree that the prevailing party therein shall recover its attorneys' fees and costs incurred therein. This contract is the entire agreement between the parties, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications between the parties, and may only be supplemented or changed in writing, signed by a representative of the group and the Hotel's General Manager. No representative of the Hotel has been or is authorized to make any representation, which varies from the express terms of this contract, though this contract may be supplemented or amended in writing. Group may not assign any benefits arising under or associated in any way with this

attorneys' fees, costs, shall be paid by Group.

10. All displays and/or decorations proposed by Group will be subject to the prior written approval of Hotel in each instance. Any personal property of Group or Group's guests or invitees brought onto Hotel premises and left thereon, either prior to or following the Event, will be at sole risk of the Group and Hotel will not be liable for any loss of or damage to this property for any reason. Group acknowledges that the Hotel does not maintain insurance covering Group's property and that it is the sole responsibility of Group to obtain business interruption, and property damage, and other potentially applicable, insurance covering such losses by Group.
11. If required, at the sole judgment of Hotel, in order to maintain adequate security measures in light of the size and nature of the Event, Group shall provide, at its expense, security personnel for the Event supplied by a reputable licensed guard or security agency doing business in the city or county in which the Hotel is located, which agency shall be subject to the prior approval of Hotel. Security personnel provided by Group shall not carry weapons and are to coordinate with Hotel's regular security force and will concern themselves only with access to the space reserved hereunder (or substituted therefore), restricting their presence to those areas of the Hotel premises.
12. Group agrees to conduct the Event in an orderly manner in full compliance with applicable laws, regulations, and Hotel rules, copies of which are available from the Catering Department. Group assumes full responsibility for the conduct of all persons in attendance at the Event and for any damage done to any part of Hotel's premises during any time the premises are under control of Group.
13. Hotel's on-site Audio-Visual Company offers state-of-the-art equipment and technical support staff for all conference needs. Use of any audio-visual/production companies other than Hotel is prohibited without consent. Where consent is authorized, no fees will be charged to client for outside audio-visual companies.
14. The Hotel offers all services necessary for a successful meeting. However, if Group finds it necessary to use outside services, any companies, firms, agencies, individuals and groups hired by or on behalf of Group shall be subject to prior written approval of the Hotel. Upon prior reasonable notice to the Hotel from Group, Hotel shall cooperate with such contractors and provide them with facilities at the premises to the extent that the use and occupancy of the facilities by the contractor does not interfere with the use and enjoyment of the Hotel premises by other guests and members of the Hotel. Group's contracts with its contractors will all specify that contractor and the group will indemnify and hold Hotel harmless from any and all damages or liabilities which may arise by such Contractors or through their use. Any contracted company working at Hotel is required to carry and maintain workers' compensation insurance in statutory amounts; comprehensive general public liability insurance covering automobile, personal injury and property damage with single limits of not less than one million dollars per person per occurrence. All such policies (except workers' compensation) shall specifically state Hotel is named as an additional insured under the above policy. Such insurance shall be primary and not contributory with Hotel.

Group bears all responsibility for the payment of any charges incurred at the Hotel by its contractors.

15. Group agrees to carry and maintain and provide evidence of liability and other insurances in amounts sufficient to provide coverage against any claims arising from any activities arising out of or resulting from the obligations which may arise or be incurred pursuant to or associated with this contract, and not less than the amounts set forth in the preceding section. A certificate of insurance shall be submitted to Hotel prior to the meeting, as noted above, showing that Group's insurance policy names Hotel as additional insured.

Damage to the Hotel premises by the Group or appointed contractors will be the Group's responsibility. Group will accept full responsibility for any damages resulting from any action or omission of their individual attendees in conjunction with organized group activities. The Hotel is not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal effects brought into the Hotel, and/or for the loss of equipment, exhibits or other materials left in meeting rooms.

The Hotel reserves the right to approve all outside contractors hired for use by the Group in the Hotel, and may have a list of approved contractors and vendors. The Hotel must be notified in advance of any proposed vendor. The Hotel reserves the right to advance approval of all specifications, including electrical requirements, form all outside contractors and to charge a fee for outside services brought into the Hotel. The Group and/or outside contractors must provide proof of worker's compensation insurance for employees who will work on Hotel premises and proof of adequate general liability coverage for the Group and/or outside contractors' activities while on Hotel's premises, and must comply with all other similar requirements the Hotel deems appropriate, in its sole discretion, regarding use of function space, facilities and use of Hotel services.

The Hotel shall indemnify, defend and hold harmless the Group and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "claims") arising out of or caused by the Hotel's negligence in connection with the provision of services or the use of the Hotel facilities. The Hotel shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

The Group shall indemnify, defend and hold harmless Hotel and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "claims") arising out of or caused by the Group's negligence and/or its members', agents', employees', independent contractors' or Exhibitors' negligence in connection with the use of the Hotel facilities. The Group shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

16. Signs and banners are not allowed in the Hotel's public areas. In regard to the group's meeting space, all signs must be professionally printed and their placement and posting be pre-approved by the Convention Services Department. Nothing shall be posted, nailed, screwed or otherwise attached to walls, floors, or other parts of the building or furniture. Distribution of gummed stickers or labels is strictly prohibited. If Group desires to hang or adhere posters, banners, flip chart paper or other material in meeting rooms, sleeping rooms or public space, your conference service manager must be notified of this request in advance, and will assist Group with the request in order to avoid damage to rooms, walls, etc. Any damage to Hotel as a result of not having prior approval will be billed to Group.

17. The persons signing the agreement on behalf of Hotel and The Able Trust each warrant that they are authorized to make agreements and to bind their principals to this agreement.
18. This contract shall be deemed accepted only after it has been signed by a representative of the group and thereafter signed by a representative of the Hotel by October 11, 2021. Acceptance may be made by facsimile transmission and this contract may be executed in one or more counterparts, each of which when fully executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement.

The Able Trust


Allison Chase,
President and CEO

10/11/2021
Date

DoubleTree by Hilton Orlando Downtown


Keena Patel,
Convention Services Manager

10/12/2021
Date


Eric Barnett
Director of Sales and Marketing

10/12/2021
Date