

# OMNI HOTELS & RESORTS

## LETTER OF AGREEMENT

This is a Letter of Agreement ("Agreement") between The Able Trust ("Group") and Omni Hotels Management Corporation as agent for the owner of Omni Jacksonville Hotel ("Hotel"), dated Friday, November 17, 2017.

### GENERAL INFORMATION:

<b>Especially Prepared for:</b>	The Able Trust	<b>Contract Signor:</b>	Dr. Sue Homant President & CEO
<b>Function:</b>	The Able Trust March Board Meeting	<b>Hotel:</b>	Omni Jacksonville Hotel
<b>Contact:</b>	Rachael Moulton 3320 Thomasville Rd. Suite 200, Tallahassee, FL 32308 Phone Number: (850)224-4493 Email: <a href="mailto:rachael@abletrust.org">rachael@abletrust.org</a>	<b>Hotel Contact Information:</b>	Catherine Keiter Sales Manager 245 Water Street Jacksonville, FL 32202 Phone Number: 904-791-4837 Email: <a href="mailto:ckeiter@omnihotels.com">ckeiter@omnihotels.com</a>

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

If Hotel does not receive this Agreement executed by The Able Trust on or before 5:00 p.m. local Hotel time, ~~Monday, November 27, 2017~~ this option shall terminate and the Hotel shall have the right to contract with other parties for the use of all or part of the room block and other facilities described in this Agreement, without any further notice or obligation to The Able Trust.

This contract will become a binding commitment once it has been signed by both The Able Trust and Omni Jacksonville Hotel.

### ROOM ARRIVAL and DEPARTURE PATTERN

We are pleased to confirm the following special meeting/convention guestrooms and rates:

	Wed 3/14/2018	Thu 3/15/2018	Fri 3/16/2018	Sat 3/17/2018
Deluxe King	5	26	2	0
Executive King Room	1	1	1	1
Deluxe Accessible Roll In	2	2	2	0

TOTAL SLEEPING ROOM NIGHTS RESERVED: 43

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### **GUEST ROOM RATES**

We are pleased to confirm the following special meeting/convention rates:

	Single Rate	Double Rate	Triple Rate	Quad Rate
Deluxe Rooms	129.00	129.00	139.00	149.00
Executive King	129.00	129.00	-	-
Deluxe Accessible Roll In	129.00	129.00	139.00	149.00

All special room rates are quoted exclusive of appropriate state and local taxes, fees and assessments, currently 13% and are subject to change without notice. **Taxes will be exempted with receipt by hotel of valid Florida Certificate of Tax Exemption.**

### **SAY GOODNIGHT TO HUNGER**

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

### **CUT-OFF DATE**

The cut-off date for accepting reservations into this room block is **Wednesday, February 21, 2018**. Reservation requests received after 5:00 PM local Hotel time on the cut-off date will be accepted based on guest room availability at the prevailing transient rates. It is understood by the Group that the group rate may not be available after the cut-off date. At time of cut off, all unused rooms and suites will be automatically released for general sale.

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

### **CHECK-IN/OUT TIME**

Our check-in time is 3:00 pm; check-out time is 12:00 noon. All guests arriving before 3:00 pm will be accommodated as rooms become available. Our Guest Service staff can arrange to check baggage for those arriving early when rooms are unavailable and for guests attending functions on departure day.

### **RESERVATION METHOD**

#### **Rooming List:**

The Hotel understands that all reservations will be made by **Rooming List** and will be submitted to the hotel on or before the cut off date. **Room and tax charges will be posted to the Group master account.** Individual attendees will be responsible for their own incidental charges. **Taxes will be exempted with receipt by hotel of valid Florida Certificate of Tax Exemption.**

### **RESERVATION GUARANTEE**

All reservations must be guaranteed by a valid major credit card, which will be supplied at the time of reservation. Any guaranteed reservation not cancelled 72 hours prior to arrival will be subject to one night room and tax cancellation fee. Group may also direct the Hotel to utilize the Master Account as collateral to guarantee reservations in lieu of obtaining individual credit card information. Regardless of how reservations are made, any reservations that fail to arrive on the scheduled arrival date will be considered No-Shows and a charge of one nights room and tax will be posted to the Master account or to the individual Attendee's credit card on file.

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**GUESTROOM PERFORMANCE CLAUSE**

The Hotel is reserving the Room Block in reliance upon receiving a certain level of guestrooms revenue, exclusive of food and beverage charges, meeting room rental, and other non-room charges. This Agreement is based in part on Group's use of 43 room nights. The Group is responsible for 90% of the total cumulative room block, which is **39 total room nights**.

Should your actual Room Block pick-up fall short of 90% of the total cumulative room block, Group agrees to pay the Hotel the group's average rate, (calculated on the entire actualized groups block, excluding contracted complimentary and discounted staff rooms), set forth in this Agreement, per day, plus applicable taxes, resort fees, for each room below the allowed reduction that is not utilized by Group. The Parties agree that these sums are not a penalty and represent a reasonable effort on behalf of the Hotel to establish its loss prospectively and represent liquidated damages. These charges will be posted to the Group Master Account.

Hotel agrees to use reasonable efforts to resell the Group rooms not used in the room block and credit the revenue, less the reasonable costs incurred by the Hotel to resell the rooms, against the Hotel's damages set forth above, in an amount not to exceed the full amount of such damages. All resold rooms will be calculated on the difference between the contracted rate and the actual resold rate.

**ADDITIONAL CONCESSIONS**

The Hotel is pleased to provide the group with the following special concessions over your meeting dates.

- One upgrade to an Executive King room at the group rate of \$129.00 for March 14 – 18, 2018, includes complimentary welcome amenity.
- Discounted parking. See parking clause below for details.
- Juliette's Dinner reservation for Board on 3/15/18 is offered with no rental fee or minimum spend requirement. Guests will order from Juliette's "Group Menu". Charges billed to group master account.

**OMNI SELECT GUEST**

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

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

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

**BILLING ARRANGEMENT**

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

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must be received by a date specified by the hotel, prior to arrival, by Hotel-approved method, which includes major charge and credit cards.

**MASTER ACCOUNT**

It is our understanding you want to establish credit with us for this event. **Please complete the enclosed credit application and return it to our assigned Conference Service Manager.** If the application is not received by December 15, 2017, or not approved, you agree that the estimated bill is to be paid in full by company check or certified check for the entire estimated charges 30 days in advance of arrival.

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

**PAYMENT OF MASTER ACCOUNT**

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

**MEETING & FUNCTION REQUIREMENTS**

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

**Schedule of Events**

Date	Start Time	End Time	Function	Room	Setup	Agmt
Thur, 3/15/18	5:00 PM	7:00 PM	Reception	Florida Salons AB	Reception Seating	100
	7:00 PM	9:00 PM	Juliette's Dinner	Juliette's Restaurant	Existing	30
Fri, 3/16/18	7:00 AM	8:00 AM	Breakfast Buffet	Florida Salons AB	U Shape	30
	7:00 AM	1:00 PM	Meeting	Florida Salons AB	U Shape	30
	<del>12:00 PM</del>	<del>1:00 PM</del>	<del>Luncheon</del>	<del>Florida Salons AB</del>	<del>U Shape</del>	<del>30</del>

50  
 LUNCHEON IN RESTAURANT - CASUAL SCHEDULE  
 OK 12/11/17

Meeting room rental charges are based on your Guest Room Commitment, Program Functions and scheduled Banquet Functions. Listed below is the meeting room rental sliding scale based on your program. Changes to the Program agenda may result in the additional meeting room charges.

Total Room Nights Utilized	Meeting Room Rental Charges
90% - 100%	Complimentary
80% - 89%	<\$500.00>
70% - 79%	<\$1,000.00>
Below 69%	<\$1,500.00>

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You will be asked to sign Event Orders confirming the specific room set up details before your event. Should extensive meeting room set-ups or elaborate staging be required, there will be a set-up charge to cover Omni Jacksonville Hotel's cost and additional labor. If equipment is necessary that exceeds Omni Jacksonville Hotel's inventory, then The Able Trust agrees to pay for the cost of renting of additional equipment. In addition, if significant changes are made to the room set up details after receipt of the signed Event Orders (including on-site changes), a re-set fee of \$150.00 per meeting room or change will be assessed. The quotations listed do not include taxes and service charges, which are currently 7% tax, 23% service charge.

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

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

#### **BANQUET SERVICES**

You have agreed to hold the banquet food and beverage events set forth in the attached program schedule and guarantee a minimum of **\$4,500.00** food and beverage banquet revenue. This F&B Minimum does not include meeting room rental, food & beverage outlet revenue, room service, service charges, tax, labor charges, audio visual, parking, or any other miscellaneous charges incurred. Should your final actual banquet revenue drop below your contracted minimum the Parties agree that the difference between the F&B guarantee and the actual food and beverage expenditure will be assessed to your Master Account. You will be asked to sign Event Orders confirming menus and other details for each of your events. The Parties agree that these sums are not a penalty and represent a reasonable effort on behalf of the Hotel to establish its loss prospectively and represent liquidated damages.

Upon request, copies of proposed menus will be provided. The quotations listed do not include gratuities, taxes, and service charges, which are currently 7% tax, 23% service charge. All food and beverage taxes and service charge fees are subject to change without notice. **Taxes will be exempted with receipt by hotel of valid Florida Certificate of Tax Exemption.**

Hotel menu prices will be guaranteed six (6) months prior to group's arrival.

Due to licensing requirements and quality control issues, all food and beverage to be served on Hotel property must be supplied and prepared by the Hotel. The Hotel reserves the right to cease service of alcoholic beverages.

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

The Hotel must receive the final written program by Wednesday, February 21, 2018. Should the Hotel not receive the final written program by the date indicated above, the Hotel will reserve the right to release space. Should additional meeting space be required that is not included in the program outlined above, the Hotel will make every effort to accommodate such requests. Additional costs will be assessed to the Group for additional space requests. In addition, the Hotel does reserve the exclusive right to assign all public space. Approval must be received from Hotel before any meeting room names may be assigned or published by Group.

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### **PARKING**

There is a charge for both self and overnight valet parking.

- The group DISCOUNTED overnight valet rate is \$15.00.
- Discounted self-parking, day valet tickets, for the LAZ Enterprise Garage are offered to Group at \$5.00 per validation ticket, and will be issued to the group contact. Charges will be billed to the master account based on the number of tickets used. Un-used tickets may be returned to the hotel for a credit.

### **AUDIO VISUAL**

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

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

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

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

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

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

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

### **PACKAGES**

Packages may be delivered to the Hotel within 48 hours of the date of the function. Packages or materials of excessive weight or value must be approved for receipt by the Hotel prior to shipping. Shipping and receiving hours are 7:00am-4:30pm Monday through Friday. Any Boxes received or shipped on Saturday or Sunday will incur an incoming and outgoing, \$50.00 per box handling fee. Should special arrangements for delivery be necessary, please contact your Conference Services Manager. The following information must be on all packages to ensure proper delivery:

ATTENTION: Rachael Moulton,
Contact Phone: (850)224-4493
Group: The Able Trust, The Able Trust March Board Meeting
Arrival: 2018-03-14
Property Address: Omni Jacksonville Hotel 245 Water Street, Jacksonville, FL 32202
Conference Manager: Bryan Ayer
Conference Manager Phone/Email: 904-791-4832, bayer@omnihotels.com
Number of Boxes:

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A storage fee of \$5.00 per box per day will apply for any boxes received prior to 48 hours of the first function. This storage fee will also apply to each empty packing container stored during the function. The Omni Jacksonville Hotel is not in any way liable for the contents of these packages.

#### **CANCELLATION**

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

Cancellation after contract signature through January 15, 2018 (50% of total room nights @ \$129.00)	\$2,773.50
Cancellation on January 16, 2018 through February 14, 2018 (75% of total room nights @ \$129.00 + 75% of food & beverage guarantee)	\$7,535.25
Cancellation after February 15, 2018 (100% of total room nights @ \$129.00 + 100% of food & beverage guarantee)	\$10,047.00

These payments may be subject to the applicable taxes.

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

#### **FORCE MAJEURE**

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

#### **INSURANCE**

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

#### **INDEMNIFICATION**

To the extent permitted by law, you agree to protect, indemnify, defend and hold harmless Omni Jacksonville Hotel and Omni Hotels Management Corporation, and their respective officers, directors, owners, parents, subsidiaries, affiliates, employees and agents against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out of or connected with your function, except that nothing in this indemnification shall require you to indemnify the Hotel for that portion of any claim that is finally determined to arise out of the negligence or willful misconduct of the Hotel.

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

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**AMERICANS WITH DISABILITIES ACT**

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

**EFFECTIVE DATE OF COMMUNICATIONS / SIGNATURES SENT BY FACSIMILE**

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

This contract, with exhibits attached hereto (if any), upon signature by both parties below constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by The Able Trust and Omni Jacksonville Hotel.

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

**ACCEPTED AND AGREED TO:**

The Able Trust

By: Susanne F. Homant  
Principal Member SUSANNE F. HOMANT

Date: 12/8/17

Catherine Keiter as agent for Omni Hotels Management Corporation.

By: Catherine Keiter  
Catherine Keiter  
Sales Manager

Date: 12.11.17

By: Mike Islava  
Mike Islava  
Director, Sales & Marketing

Date: 12/13/17