

OMNI HOTELS & RESORTS

championsgate | orlando

This Agreement is made this 26 day of March, 2018, between The Able Trust ("Group") and Omni Hotel Management Corporation as agent for the owner of Omni Orlando Resort at ChampionsGate ("Omni").

GENERAL INFORMATION:			
Especially Prepared for:	The Able Trust		
Function:	Able Trust June 28, 2018 - July 1, 2018	Hotel:	Omni Orlando Resort at ChampionsGate
Contact:	Susanne Homant, President / CEO 3320 Thomasville Rd, Ste 200 Tallahassee, FL 32303 Phone Number: (850) 224-4493 Email: susanne@abletrust.org	Hotel Contact Information:	Deborah Mele Sales Manager 1500 Masters Boulevard ChampionsGate, FL 33896 Phone Number: 407-238-6533 Email: dmele@omnihotels.com

GUEST ROOM BLOCK: Omni is pleased to offer the following accommodations for your event:

Day	Thursday	Friday	Saturday
Date	6/28/18	6/29/18	6/30/18
Run of House	1	20	2
Daily Total	1	20	2

TOTAL ROOM BLOCK RESERVED: 23

GUEST ROOM RATES: Omni is pleased to confirm the following group rates for your event.

Room Type	Single Rate	Double Rate	Triple Rate	Quad Rate
Run of House	\$135.00	\$135.00	\$155.00	\$175.00

All room rates are quoted exclusive of appropriate state and local taxes, fees and assessments, currently 14.5% and are subject to change without notice.

ROOM/SUITE UPGRADE PRICING

The following is our current Guestroom and Suite upgrade pricing. The following upgrade cost is added to the above Run of House room rate. Any additional upgrades requested will be based on availability and negotiated based on the prices listed below.

Room Type Description	Single/Double Upgrade Pricing
Deluxe King Balcony/Premium King/Sunset Lodge King Balcony	\$20
Deluxe QQ Balcony/Premium QQ	\$25
Premium King Balcony	\$30
Premium QQ Balcony	\$40
Deluxe Executive Guestroom	\$50
Sunset Lodge Studio Suite	\$60
Executive Suite	\$150
ChampionsGate Suite	\$200
Florida Suite	\$250

Letter of Agreement between Omni Orlando Resort at ChampionsGate and Able Trust
Program Dates: June 28, 2018- July 01, 2018
Date of Issuance: March 15, 2018

RESERVATION METHOD: All reservations will be made through the method indicated below and will be submitted to Omni on or before the cut-off date.

Rooming List *	Individual Call-In <input type="checkbox"/>	Customized Landing Page <input type="checkbox"/>
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All reservations guaranteed that fail to arrive on the scheduled arrival date will be considered No-Shows and a charge of one night's room and tax will apply.

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 night's room and tax will be posted to the Master account or to the individual Attendee's credit card on file.

CUT-OFF DATE: The cut-off date for accepting reservations into this room block is **Monday, May 14, 2018**. Reservation requests received after 5:00PM local time at the Hotel on the cut-off date will be accepted based on guest room availability at the prevailing transient rates. At time of cut-off, all unused rooms and suites will be automatically released for general sale.

CHECK-IN/OUT TIME: Our check-in time is 3:00 pm; check-out time is 11:00 am. 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.

EARLY DEPARTURE FEE: An early departure fee of one night's room and tax will apply if an attendee checks out prior to their checkout date.

RESORT SERVICE CHARGE

The prevailing resort service charge will apply to all group rooms. Currently the resort service charge reduced from **\$30.00** per night (taxable) to **\$15.00**, which includes; In room high-speed and wireless Internet access, 2 bottles of water per room, complimentary use of the health club, transportation to Disney theme parks (24 hour advanced reservations are required), newspaper available Monday-Friday, complimentary local and 800# calls, in-room coffee, evening turndown service (upon individual guest request) and use of all recreation activities including the lazy river, resort pools, basketball and tennis courts. (Specific items are subject to change.)

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

Current overnight parking rate

Overnight Self parking - \$22.00 plus tax
Overnight Valet parking - \$30.00 plus tax

Current day (only) parking rate

Self parking day rate - \$16.00 inclusive of tax
Valet parking day rate - \$30.00 inclusive of tax

CONCESSIONS: Hotel will provide the following concessions if at least 0% of the Room Block is consumed:

- Group rate offered 3 days pre and post of event dates, subject to availability
- Discount overnight self-parking from \$22.00 to \$10.00
- Complimentary meeting space with \$3,500.00 minimum Food & Beverage spend

FUNCTION SPACE AND FOOD AND BEVERAGE: Omni has reserved meeting and function space for your program as outlined on the attached schedule of events below. Due to licensing requirements and for quality control, all food and beverage served at the hotel must be supplied and prepared by Omni.

Group will spend a minimum of **\$3,500.00** on food and beverage for the event. Menu prices will be confirmed on Banquet Event Orders (BEOs). If a BEO is not signed, Omni's prevailing rates will apply. A service charge, currently

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25% of the total banquet food & beverage and rental charges (plus all applicable taxes) will be added to all banquet food & beverage and rental charges. No other fee or charge, including administrative fees, set up fees, labor fees, or bartender or food station fees, is a tip, gratuity, or service charge for any employee.

SCHEDULE OF EVENTS:

Time	Event	Room	Setup	AGR
Fri, 06/29/18				
6:00 PM - 8:00 PM	Dinner Buffet	Augusta A	Rounds	22
Sat, 06/30/18				
8:00 AM - 9:00 AM	Breakfast Buffet	Augusta A	Rounds	22
8:00 AM - 4:00 PM	General Session	Augusta A	Rounds	22
12:00 PM - 1:00 PM	Lunch Buffet	Augusta A	Rounds	22

Omni reserves the right to reassign the space listed on the Schedule of Events to accommodate both the Group and all other groups using the hotel's facilities during over the Group's meeting dates.

AUDIO VISUAL: Omni has a preferred in-house audio visual department relationship with Encore Event Technologies ("Encore"). 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 reserves the right to approve all outside contractor(s). At a minimum, certificates of insurance and liability release will be required. All outside contractors must adhere to Omni's published Audio Visual Services Standards/Production Guidelines requirements. Encore is the exclusive provider of all audio support whenever the use of the in-house sound systems is utilized, all wireless microphones to ensure all utilized frequencies are managed appropriately, all rigging and power requirements, and all high-speed internet and networking requirements within the meeting and hotel public space. All rigging performed within the meeting space will be designed per specification, installed and removed exclusively by Encore.

PAYMENT OPTIONS: Payment will be made by the party indicated below: *Please check applicable option.*

Guest rooms (including taxes, and no-show and early departure fees):	*Group	<input type="checkbox"/> Guests
Event Food & Beverage (including taxes, service charges, and administrative charges):	*Group	<input type="checkbox"/> Guests
Incidental charges:	<input type="checkbox"/> Group	*Guests

DEPOSIT SCHEDULE: A deposit of \$3,302.50 is due by 04/28/2018. The remaining estimated amount is due by 05/28/2018

PAYMENT: Group will advise Omni of its expected method of payment at least 30 days in advance of 2018-06-28. If Group requests paying using a credit card honored by Omni, a valid credit card must be provided to Omni no later than 05/28/2018, and all charges that Group is responsible for will be charged to such credit card at departure. Upon application and review by Omni, Omni may elect to extend direct billing privileges for a portion of the master account to Group. If direct billing has been established, payment of all undisputed outstanding balance of Group's master account is due within thirty (30) days of Group's receipt of invoice from Omni.

GUESTROOM PERFORMANCE CLAUSE: The Property 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 23 room nights. The Group is responsible for 90% of the total room block per day.

Should your actual Room Block pick-up fall short of 90% of the total room block per day, Group agrees to pay the Property 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

Letter of Agreement between Omni Orlando Resort at ChampionsGate and Able Trust

Program Dates: June 28, 2018- July 01, 2018

Date of Issuance: March 15, 2018

a penalty and represent a reasonable effort on behalf of the Property to establish its loss prospectively and represent liquidated damages. These charges will be posted to the Group Master Account.

Property 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 Property to resell the rooms, against the Property'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.

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

SEE ADDENDUM

These payments may be subject to the applicable taxes.

Property 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.

It is understood that a date change is considered a cancellation.

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.

CANCELLATION BY HOTEL: In the event the Hotel cancels this agreement without the written consent of the Group, the Hotel shall be liable to the Group for all damages reasonably and necessarily incurred in connection with the cancellation or rescheduling of the conference. Such costs may include expenses of the Group's staff to research alternate facilities, increases in costs at the alternate facility, additional administrative and operational costs, program printing, attendee notification, and other increased costs and expenses associated with rescheduling the conference.

LAWS AND POLICIES: Group will comply with all applicable laws and Omni rules and policies.

INSURANCE: Each party will maintain insurance sufficient to cover any claims or liabilities which may reasonably arise out of or relate to its obligations under this Agreement and will provide evidence of such insurance upon request.

INDEMNIFICATIONS: Each party will indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims resulting from its breach of this Agreement or the negligence, gross negligence or intentional misconduct of such party or its officers, directors, employees, agents, contractors, members, or participants. Neither party will be liable for punitive damages.

FORCE MAJEURE: If acts of God or government authorities, natural disasters, or other emergencies beyond a party's reasonable control make it illegal or impossible for such party to perform its obligations under this Agreement, such party may terminate this Agreement upon written notice to the other party without liability.

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The sleeping rooms, function space, and food & beverage events listed in this Agreement will be considered definite commitments upon signing of this agreement by both parties, and will be subject to all terms and conditions set forth. You will be asked to sign Event Orders confirming the details of your events. Faxed or scanned signatures will be accepted. The persons signing below agree that they are authorized representatives of the above indicated Group and Omni who have authority to enter this contract. This agreement and the terms and conditions may not be changed or amended unless done so in writing and signed by both parties. To accept this agreement, please sign and return the enclosed copy by 03/28/2018.

The Able Trust

Omni-ChampionsGate Resort Hotel, LP
d/b/a Omni Orlando Resort at ChampionsGate

Omni Hotels Management Corporation, its agent

By: Susanne F. Homant
Susanne Homant
President / CEO

By: Deborah Mele 3/29/18
Deborah Mele
Sales Manager

Date: 3/27/18

Date: _____
By: Don Luteran
Don Luteran
Director of Sales

Date: 3/29/18