

SOUTHGATE CAMPUS CENTRE CONFERENCE/CAMP CONTRACT SUMMER 2017

OVERVIEW

SouthGate Campus Centre (SouthGate) agrees to provide lodging and meals for 105 total participants to The Able Trust (Client). Client hereby contracts and agrees to pay SouthGate for referenced lodging and meals to occur in 1 session(s) during Summer 2017 as described "**Addendum A: Preliminary Guaranteed Minimum and Notes**".

The "**Preliminary Guaranteed Minimum Amount**" contracted and due for lodging, meals and services for all participants in all sessions anticipated at time of this contract execution is \$ 12,831.00; This is the minimum dollar amount contracted and agreed to be paid to SouthGate by Client under any circumstances. More timely and specific participation guarantees are required in advance of each Client session as set forth in "**Session Guaranteed Minimum**" section below and "**Addendum D**". Said timely and specific participation guarantees shall contractually raise the minimum dollar amount guaranteed and agreed to be paid to SouthGate by Client with the approach of each specific session.

Actual charge and payment structures under this contract are set forth throughout and are to be reconciled in a **Final Billing** to be delivered to Client not more than 10 days after departure of final session.

LODGING ROOM CONDITIONS

SouthGate is student residence hall (dormitory), generally featuring sleeping rooms with a private bath, furniture and an individual heating and air-conditioning unit. Rooms may be set up as **single, double, triple or quadruple** occupancy as agreed. Linens X will / will-not be provided to Client's participant. (See "**Addendum B: Room Set-Up**").

MEALS CONDITIONS

SouthGate will provide cafeteria style meals in its dining room to all agreed client participants on a schedule identified in "**Addendum C: Meals**".

Participants may be restricted to a designated seating area in the dining room. Participants must *bring* their own trays and service-ware to the dish return area. Food and beverages may not be removed from the dining room (participants may not fill drink containers).

Any special meal services (chilled drink coolers for the practice fields, banquets, "Sundae Socials", etc.) are at an additional cost. Special meal services must be arranged a minimum of seven days in advance of the event.

RATES & CHARGES

The discounted package cost for each participant under the conditions stated above, and in the referenced addenda, will be:

Package Cost per Participant:

4 Nights @ 13.50 night = 54.00

9 Meals (B L D) = 68.20

Total Cost = 122.20

Lodging for early arrivals and stay-overs will be priced at:

\$ 13.50 / night for regular participants, quad occupancy

\$ N/A / night for loft participants, triple occupancy;

\$ N/A / night for staff participants, single occupancy.

Early arrivals and Stay-overs must be pre-arranged and are based on space available.

Additional meals: Client will be given 0 numbered "Two-Meal Passes" for use with Day-Campers, Day Staff and Stay-overs. These discount passes have a value of \$ 0 each. At the close of the final session, Client will return unused Passes to SouthGate for reconciliation. The **Final Billing** will include charges for all passes not returned unused to SouthGate. Additional meals are **as available**.

Any other meals, as available, may be purchased for cash at the SouthGate front desk for:

\$ 5 Continental Breakfast

\$ 6 Lunch

\$ 6 Hot Breakfast/Brunch

\$ 6 Dinner

All room rates are subject to prevailing state and local occupancy taxes currently at 10%. **If Client is tax exempt, a certificate of exemption must be presented to SouthGate 30 days before any services are rendered or group will be billed for tax.**

PAYMENTS

Deposit: Client is required to pay a non-refundable reservation deposit of \$ 0 upon signature of this contract. The deposit will be reconciled in the **Final Billing**, and may be applied to any contract related charge including, but not limited to: lodging and meals of participants, payment of charges to meet guaranteed minimums, or additional services, missing items, excessive clean-up, or damages. In the event of cancellation, the Deposit will be applied to the balance due against the Preliminary Guaranteed Minimum or Session Guaranteed minimum(s)--whichever is greater; meanwhile, the remainder of the Guaranteed minimum(s) shall still be due and payable.

Pre-payment: Client is required to pre-pay the following amounts no later than 5 business days before the start of each session:

| | | <u>Due Date</u> |
|--------------|----------------------|-----------------|
| Session #___ | Pre-payment \$ _____ | _____ |
| Session #___ | Pre-payment \$ _____ | _____ |
| Session #___ | Pre-payment \$ _____ | _____ |
| Session #___ | Pre-payment \$ _____ | _____ |
| Session #___ | Pre-payment \$ _____ | _____ |

Final Billing: All charges and payments will be applied to the Client's Master Account. They shall include, but are not limited to: Any deposit(s), pre-payments, payments, credits, participant charges, charges to meet contracted Guaranteed Minimums, additional lodging, meals or services, missing items, excessive clean-up, damages, etc. All of the above will be itemized on the **Final Billing** and delivered to Client no later than 10 days after close of the final session. The **Final Billing** balance is to be paid no later than 15 days from the date of delivery to Client. Any questions regarding the **Final Billing** must be reported to the Summer Camp Coordinator at SouthGate no later than 5 days after the delivery to Client.

Any amounts due will be assessed an interest charge of 1 1/2% per month beginning the 16th day after delivery of the Final Billing to Client.

GUARANTEE

A **Preliminary Guaranteed Minimum Amount** contracted and due for lodging and meals for all anticipated Client participants in all sessions set forth above is \$ 12,831.00. This is the minimum dollar amount to be paid to SouthGate by Client under any circumstances.

To plan effectively for service and to minimize unrealistic "low-balling" there will be an additional 10% gross surcharge on any session, which has an actual participation Q greater than 30% over the Preliminary Guaranteed Q.

No later than twenty (20) days before each session, Client will Provide a "**Session Guaranteed Minimum**" to SouthGate for reservation of services and facilities; This number will supersede the **Preliminary Guaranteed Minimum Amount**, but may not be less than the Preliminary Guaranteed Minimum Amount; The **Session Guaranteed Minimum Amount** shall be Calculated in "**Addendum D: Session Guaranteed Minimum(s)**" which shall follow the form:

Additionally, should Client wish to contract special services (banquets, etc.), separate terms and Guarantees may apply (See "**Addendum E: Special Services Agreement**")

In general of all Guarantees: The agreed guaranteed participation numbers and dollar figures represent the minimum client shall be charged for. In the event that the actual number exceeds the guaranteed number, Client will be charged for the actual number of participants in attendance based on the above-specified rates up to 20% over-participation beyond the guaranteed minimums. Beyond 20% over-participation there will be a 10% gross surcharge for that session. Space and services above any Guaranteed minimums are based solely upon the availability of resources to SouthGate (i.e.: labor, lodging space, and food inventory), and SouthGate reserves the right to limit or refuse service--without contractual or financial penalty--to any session which is enrolled beyond any specified Guaranteed Minimums.

MISCELLANEOUS

Client shall provide SouthGate with advance copies of its promotional literature, allowing SouthGate to approve, prior to distribution, any information pertaining to SouthGate Campus Centre and/or housing representations made therein.

Rules and Regulations: Client acknowledges that it has been furnished with a copy of the **Rules and Regulations** of SouthGate Campus Centre and agrees on behalf of itself, its employees, staff, contractors, guests and participants, to comply with the same. Client agrees to make the foregoing list of persons aware of said Rules and Regulation and to provide copies to supervisors, chaperones, team leaders, etc. Client further agrees to provide and supervise adequate and appropriate supervision 24-hours-per-day during any and all Client participant occupancies per the attached "**Addendum F: Supervision Parameters**".

Damages or Injury to Property: Client shall be responsible for all damages or injury to, or loss of any property resulting from the negligent and/or intentional act of persons associated with this conference or camp.

This Agreement shall be construed under and in accordance with the laws of the State of Florida, and all obligations of the parties created hereunder are performable in Leon County, Florida.

This Agreement is not transferable or assignable except upon written approval of SouthGate Campus Centre and the The Able Trust.

In case any one or more of the provisions contained in this Agreement shall for any reason be held to invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

INDEMNIFICATION AND HOLD HARMLESS: To the extent authorized by the constitution and laws of the state of Florida, Client, its employees, staff, contractors, guests and participants shall indemnify, defend and hold harmless SouthGate Campus Centre and Asset Campus Housing (SouthGate) Inc., its officers, directors, partners, agents and employees from and against any and all demands, claims damages to persons or property, losses and liabilities, including reasonable attorneys fees arising out of or caused by the Client or its employees, staff, contractors, guests or participants negligence or intentional acts in connection with the use of SouthGate Campus Centre's facilities or the Client's failure to comply with its responsibilities set forth in the Americans with Disabilities Act, except to the extent and percentage attributable to SouthGate Campus Center's gross negligence or noncompliance.

INSURANCE: The client will provide to SouthGate Campus Centre a Certificate of Liability Insurance with SouthGate Campus Centre and Asset Campus Housing (SouthGate) Inc., named as additionally insured.

IMPOSSIBILITY OF PERFORMANCE: The contract will terminate without liability to either party if substantial performance of either party's obligation is prevented by a cause beyond that of either party's control. Such causes include, but are not limited to, Acts of God; fire, flood, explosion; war, energy shortage, or vendor or contractor failure to deliver.

This contract is entered into this 30th day of June 2017, between SouthGate Campus Centre and the The Able Trust, Client.

CLIENT REPRESENTATIVE

Susanne F. Homant
Susanne Homant

6/30/2017
Date

SOUTHGATE CAMPUS CENTRE

MD
Michael DeFeudis

7/17/17
Date

Addendum A: Preliminary Guaranteed Minimum and Notes

Client: The Able Trust

| | | |
|-----------------------|---------------------------------------|--|
| Session # <u>1</u> | Preliminary Guaranteed Q= <u>105</u> | Preliminary Guaranteed \$ <u>12,831.00</u> |
| Session # <u> </u> | Preliminary Guaranteed Q= <u> </u> | Preliminary Guaranteed \$ <u> </u> |
| Session # <u> </u> | Preliminary Guaranteed Q= <u> </u> | Preliminary Guaranteed \$ <u> </u> |
| Session # <u> </u> | Preliminary Guaranteed Q= <u> </u> | Preliminary Guaranteed \$ <u> </u> |
| Session # <u> </u> | Preliminary Guaranteed Q= <u> </u> | Preliminary Guaranteed \$ <u> </u> |

Ttl. Pre-guaranteed Sessions 1 Ttl. Pre-guaranteed Q= 105 Ttl. Pre-guaranteed \$ 12,831.00

To plan effectively for service and to minimize unrealistic "low-balling" there will be an additional 10% gross surcharge on any session, which has an actual participation Q greater, the 30% over the Preliminary Guaranteed Q.

Session # 1 **Q = 105**
 Arrival date & time: 12:00 pm July 19, 2017 How? (Car, bus, etc.) Car, bus
 Departure date & time: (Noon) July 23, 2017
 Estimated Billing: \$12,831.00 (Tax Exempt)
 Notes (early arrivals, staff, stay-overs, etc.):

Addendum B: Room Set-Up

Client: The Able Trust

Each room will come equipped with 2 desks and 2 Armoires.

Each participant will be given:

2 Bath Towels, Hand Towels, Face Clothes,
1 Flat and Fitted Sheets, Blankets, Pillows and Pillowcases

Linens will be changed twice per week.

Session #1

 Quads
50 Doubles
 Triples
 Singles
 Staff Doubles

Session #2

 Quads
 Doubles
 Staff Doubles
 Singles
 Staff Doubles

Session #3

 Quads
 Doubles
 Staff Doubles
 Singles
 Staff Doubles

Addendum C: Meals

Client: The Able Trust

DINING SCHEDULE

| | |
|------------------|--------------|
| Breakfast | 7:00 - 9:00 |
| Lunch | 11:30 - 2:00 |
| Dinner | 4:30 - 6:30 |

*The meal schedule may be adjusted to suit the conferences needs. Any changes from the times listed above must be made through the Managing Director, Mike DeFeudis 850-521-5375.

*Additional bagged lunch meals will be charged a rate of \$5 per bagged lunch.

Addendum D: Session Guaranteed Minimums

Client: The Able Trust

Session # 1 Session Start Date July 19, 2017

Session Guarantee Date July 23, 2017

Session Guaranteed Q= 105 Session Guaranteed \$ 12,831.00 (Tax Exempt)

Client Representative Ray Ford Jr.

SouthGate Representative Mike DeFeudis

Addendum E: Special Services Agreement

Client: The Able Trust

NONE

Addendum F: Supervision Parameters

Client: The Able Trust

See Rules and Regulations

**SOUTHGATE
RULES AND REGULATIONS
SUMMER CAMPS/CONFERENCES 2017**

1. For youth camps there will be a counselor/chaperone or adult supervisor on site at all times.
2. The campers are expected to conduct themselves as ladies and gentlemen at all times.
3. The use of alcohol, drugs and tobacco by campers is expressly prohibited.
4. All campers will be expected to dress appropriately at all times including shoes in the dining hall.
5. Each school will have a counselor who will do room checks after 11:00 P.M.
6. Any misuse of the elevators will result in the loss of privileges by the entire camp. This includes overloading, jumping up and down on the elevators, or pushing all the floor buttons. If necessary we may designate one elevator for non-camper resident use only.
7. All messages will be put on the message board at the front desk. One counselor from each camp will be responsible for asking for messages from the front desk.
8. Campers are not allowed on the resident floor.