



**GROUP ROOMS & FUNCTIONS AGREEMENT**

November 21, 2022

THIS GROUP AGREEMENT ("Agreement") is entered into between The Able Trust, ("Group") and Horizon Hotels Owner LLC, ("Owner") with respect to the Resort commonly known as Margaritaville Resort Orlando located at 8000 Fins Up Circle, Kissimmee, FL 34747 (the "Resort").

**GROUP CONTACT & FUNCTION INFORMATION**

**ORGANIZATION:** The Able Trust  
**NAME OF FUNCTION:** The Able Trust  
**CONTACT:** Arnaldo Ramos  
**ADDRESS:** 106 East College Avenue  
 Suite 820  
 Tallahassee, FL 32301  
**PHONE NUMBER:** (850) 290-2004  
**EMAIL:** arnaldo@abletrust.org

**GUEST ROOM COMMITMENT/GROUP ROOM RATES**

The Resort agrees that it will provide and Group agrees that it will be responsible for utilizing 148 room nights in 2023 in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

	<i>The Able Trust</i>			
	Sun 2/26/23	Mon 2/27/23	Tue 2/28/23	Wed 3/01/23
Run of the house	3	60	85	C/O

	<i>The Able Trust</i>			
	Sun 2/26/23	Mon 2/27/23	Tue 2/28/23	Wed 3/01/23
Run of the house	209.00	209.00	209.00	C/O

Resort's room rates are subject to applicable state and local taxes 13.5% in effect at the time of check-in.

Room rates are based on single or double occupancy only. There is an additional charge of \$20 per person, per night, for each additional guest over the age of 18 staying in the room.

**PRE & POST DATES**

Rates are available to the Group three (3) days before and after the contracted room block dates, subject to Resort availability.

**CONCESSIONS**

The Resort is pleased to extend the following concessions toward this group. All concessions listed are contingent of group achieving a minimum pick of 80% of the outlined room block above. If pick up falls below 80%, Resort reserves the right to re-negotiate these special concessions.

- Complimentary meeting space with achieved Food and Beverage minimum \$15,000++
- 80% Attrition policy of cumulative room nights (20% slippage permitted)

- Complimentary self-parking
- 15% off spa Services at Saint Somewhere Spa
- 15% off Margaritaville Resort Store
- Complimentary Wi-Fi in meeting space and rooms
- Group rate offered 3 days prior and post depending on availability

### **RESORT FEE**

Rates are subject to a \$36.00 taxable Resort fee per room, per night. The Resort fee includes unlimited local and toll-free calls, in room coffee, Welcome arrival cocktail, Transportation to Walt Disney World Resort, Universal Orlando & Sea World Orlando. Access to Resort Pools with pool towels provided. In room bottled water, complimentary Wi-Fi, Access to Business Center, Shuttle service around the Resort (Cottages, The Promenade at Sunset Walk and Island H2O Live), Daily & Nightly Entertainment, 24-hour access to our Fins Up state-of-the-Art Fitness Center, Lobby Concierge Services, Poolside Activities & Daily Self Overnight Parking.

### **COMMISSION**

The group room rates listed above are net non-commissionable.

### **RESERVATIONS, CUT-OFF AND CHECK-IN**

It is the Resort's understanding that guestroom reservations will be made by individual call-ins. All reservations must be made by **January 27, 2023**. In order to receive the preferred rates, for which Group is contracted, individuals with telephone requests must identify themselves with **The Able Trust**. Individuals need to call **855-995-9099**. Please inquire with Group's Event Manager should Group wish to utilize an online booking link. Rates cannot be changed upon check-in or at checkout times for guests who fail to identify their affiliation at the time the reservation is requested. After the cut-off date, any unreserved rooms will be released back into general inventory, and reservations will be accepted on a space available and rate available basis.

**RESERVATIONS:** In order to expedite check-in, the Resort requests all reservations include the following information:

- Arrival and Departure Dates
- Estimated time of arrival
- Room preference (single or double/double)
- Credit card type to be used for payment including number and expiration date.
- Please note that the Resort is 100% non-smoking.

Please select by circling the responsible party for each category:

<b>Room, Resort Fee &amp; Tax:</b>	Individual
<b>Incidentals:</b>	Individual
<b>Banquet Charges:</b>	Master Account

### **ROOM RESERVATION GUARANTEE**

All reservations must be guaranteed by a **major credit card or a first night's room deposit plus tax**. All Reservations that are not cancelled **(5) Five** days prior to the arrival date will be charged as a no show to the Group.

### **CHECK-IN AND CHECK-OUT TIMES**

The Resort's check-in time is **4:00PM**, checkout time is **11:00AM**. All guests arriving before check-in time will be accommodated as rooms become available. Our Front Desk can arrange to check luggage for those arriving early when guestrooms are unavailable and for guests attending functions on departure day.

Should a guest require a late check out, they will need to notify the Front Desk for availability and applicable charges will apply.

**GUEST ROOM BLOCK ATTRITION**

Under the terms of this Agreement, and in accordance with the information Group has provided to us regarding Group’s needs, Hotel had now taken out of Resort’s inventory the sleeping rooms outlined herein.

The Resort requires at least **80%** utilization of Group’s total blocked room nights. If room nights fall below an attrition of **80%** at time of cutoff, Group will be responsible for rooms unsold from original block, less allowed attrition. Attrition will be calculated by multiplying the number of remaining sleeping room nights by the Group rate, excluding taxes.

In addition, should Group have meeting space at the Resort, the Resort reserves the right to review the meeting space that has been held and make the appropriate changes in the ratio from guest rooms reserved versus meeting space needed.

**FUNCTION AGENDA**

Date	Time	Function Class	Room	Setup	AGR	Room Rental
Mon, February 27, 2023	1:00 PM - 5:00 PM	Meeting	On Vacation	Rounds of 6	50	\$
Tue, February 28, 2023	8:00 AM - 9:00 AM	Breakfast	On Vacation	Rounds of 6	50	\$
Tue, February 28, 2023	8:00 AM - 5:00 PM	Meeting	On Vacation	Rounds of 6	50	\$
Tue, February 28, 2023	12:00 PM - 1:00 PM	Lunch	On Vacation	Rounds of 6	50	\$
Tue, February 28, 2023	4:30 PM - 6:30 PM	Reception	On Vacation/Terrace	Cabaret & Cocktail Tables	65	\$
Wed, March 01, 2023	8:00 AM - 9:00 AM	Breakfast	Compass North	Buffet Table	150	\$
Wed, March 01, 2023	8:00 AM - 12:00 PM	Meeting	Compass North	Rounds of 10	150	\$
Wed, March 01, 2023	11:30 AM - 4:00 PM	Meeting	Continental Drifter	U-Shape	20	\$
Wed, March 01, 2023	12:00 PM - 1:00 PM	Lunch	Continental Drifter	U-Shape	20	\$
Wed, March 01, 2023	11:30 AM – 2:00 PM	Meeting	On Vacation	Rounds of 6	50	\$
Wed, March 01, 2023	12:00 PM – 1:00 PM	Lunch	On Vacation	Rounds of 6	50	\$

**BANQUET CHARGES**

++All function room, food and beverage, and related services are subject to applicable taxes and Administrative Charges in effect on the date(s) of the function(s). Currently, the tax is 7.5% and taxable Administrative Charge is 26%.

**ADMINISTRATIVE CHARGE DISCLOSURE**

All food, beverage, catering, audio-visual services and any other services for Group’s event are subject to a 26% administrative charge (“administrative charge”). this administrative charge will be automatically added to Group’s bill. as required by law, state sales and other applicable transactional taxes will be collected on the administrative charge.

Under Federal Law, a Administrative Charge cannot be a tip and under State Law the Resort is required to disclose that the Administrative Charge is not a tip and will be retained by the Resort. Because of this, the employees participating in Group’s Function are generally compensated at rates well above minimum wage, so tipping of these employees is not necessary.

However, in the case of exceptional service, please feel free to add a tip and 100% of such tip will be distributed to the employees on an established pooled tip basis or as directed by Group. Tips are not subject to sales tax.

**FOOD & BEVERAGE MINIMUM & GUARANTEES**

A Guarantee is required on all meal functions. A Guarantee is the exact number of guests to be served at a given event. Based on this number of guests, a minimum of **\$15,000.00** in banquet food & beverage must be spent at Group's function, in function space. This minimum does not include Administrative Charges, tax, labor fees, audio-visual, parking, or any other miscellaneous charges incurred.

The Event Manager must be notified, in writing, of the exact number of guests at least and no later than **(7) seven** business days prior to the function. All charges will be based upon guarantee, or the actual number of guests served if greater than the guarantee. In the event a Guarantee is not received, the estimated attendance count will be prepared for and billed. The Resort cannot allow for a drop in the Guarantee in the **(7) seven** business day period prior to Group's function.

**FOOD AND BEVERAGE ATTRITION**

The Resort is relying on the Food and Beverage functions and covers as outlined on the Function Agenda/Schedule of Events section of this agreement. The Resort is also holding specific space out of inventory for the Group which does not allow other Groups to book for additional revenue. Group agrees that a loss will be incurred by the Resort should there be a reduction in the number of Food and Beverage functions and the number of Food and Beverage covers. Should the projected revenue for a function decrease by the following percentage, or event space canceled within 90 days prior to event start date, the coinciding additional daily room rental will apply to that function.

11% - 20%	Or Event Space Cancellation	\$250.00
21%- 30%		\$500.00
31% - 40%		\$750.00
41% - 50%		\$1000.00
51% or below		\$1250.00

**MENU ARRANGEMENTS**

Menus must be finalized no later than two (2) weeks prior to Group's function. An accurate Breakdown of the Entrée selections must be provided to the Resort **(7) seven** business days in advance of the function and such selections must be listed on place cards provided by the Group. Menu pricing shall remain subject to change and will not be fixed prior to that date which is ninety (90) days prior to the function.

**OUTSIDE FOOD & BEVERAGE**

All food and beverage items consumed in function rooms and outlets must be purchased at the Resort. This includes all hospitality suites. Removal of food and beverage from the Resort's function rooms will not be permitted, nor will the Resort allow food and beverage from other sources to be provided and/or served in the function rooms.

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**BEVERAGE LIABILITY**

All alcoholic beverages to be served on the Resort premises for the function must be dispensed by the Resort servers or bartenders. Proper identification will be required to verify age. Resort reserves the right to refuse service to any persons who do not display proper identification or may appear intoxicated. **Group Initial:** AC

**FUNCTION ROOMS**

The Resort reserves the right to change allocated Function space should the final number of guests exceed the maximum capacity of a room or not meet the minimum requirements for the room. An additional room rental charge may apply. Function space is booked only for the time as indicated in the Function Agenda. Any set-up changes of a function room the day of the Function may incur a labor charge.

Group attendees will be admitted into the function rooms and expected to depart at the times stated on the Function Agenda of this Agreement unless times are changed in writing to the Event Manager assigned to Group's group. The group may incur a per hour fee if the group remains in a function room more than fifteen (15) minutes past the contracted time.

**USE OF EVENT AND FUNCTION SPACE:**

To protect the safety and security of all Resort guests and property, Group will obtain Resort's written approval before using items in the function space that could create excessive noise, noxious odors or hazardous effects (e.g., loud music, smoke or fog machines, dry ice, confetti cannons, candles, or incense) and before engaging in any activities outside of the reserved function space (e.g., registration table). Group will obtain any required Fire Marshall or other safety approvals and permits, and will pay any expenses incurred by Resort as a result of such activity, such as resetting smoke or fire alarms or unusual clean-up costs.

**BANNERS, SIGNS, & DISPLAYS**

The Resort will not permit the affixing of anything to walls, floors or ceilings in the function rooms, foyer, or other Resort space by use of nails, staples, pins, tape or any other substance unless approval is given by the Resort's Engineering Department. All banners to be hung will be handled by the Resort and may incur a charge per banner. Any signs provided by our guests must be of professional quality and must be approved for their quality and placement by Resort management. Banners and signs are prohibited in the lobby area, elevators, and guest levels. The Resort will charge the Group for any damage caused accordingly.

**FUNCTION ROOM SET UP/ TEARDOWN**

The Resort does not guarantee early set-up times or teardown times for outside vendors or auction items. This includes but is not limited to florists, decorators, musicians, etc. Any extensive set-up or teardown must be discussed with the Event Manager, in advance. The Resort may require an additional room rental fee to cover the usage of a room for this service.

**AUDIO-VISUAL**

The Resort must approve any audio-visual equipment for a Function. The Resort is pleased to refer our in-house audio-visual service provider. Storage fees may apply. The Group must contact the Resort in order to receive instructions on entering the Resort, delivery, pick-up, and setup procedures. All audio-visual equipment ordered from our in-house provider is subject to tax and Administrative Charge. Any audiovisual equipment ordered must be cancelled within twenty-four (24) hours or the Group will be charged for full rental. The group may incur a charge for any audio-visual equipment brought into the Resort requiring on-site technician assistance including equipment setup, troubleshooting, or repair work.

**All audio-visual equipment ordered from our in-house provider is subject to applicable state tax and 26% administrative charge. State Taxes will be applied by the Audio-Visual company and administrative charge will be applied by the Resort on your final event order and check.**

**OUTDOOR FUNCTIONS**

**The Hotel reserves the right to make the final decision regarding outdoor events. The Hotel will decide whether the event will be held outdoors or indoors no less than four hours prior to the event start time. Once the Hotel makes such decision, it is final.** Any changes or disputes made against Hotel's final decision will result in an automatic \$250 staffing fee. All other charges will be added to the final bill for additional linens, décor or staff needed to move the function in the event of inclement weather. Hotel will not be liable for any damage done to guests, linens, décor, or any other items used during the function and will be the sole responsibility of the client. Hotel reserves the right to discontinue service for the duration of the ceremony, cocktail hour or reception. Curfew on all music and entertainment scheduled in the outdoor area must end promptly at 11PM. All outdoor events are subject to maximum and minimum numbers of guests. Outdoor events are subject to music restrictions and designated start/ending times. Any items ordered by the Group (tents, linens, music, grills etc.) will continue to be charged to the Group if the event is moved indoors.

**AMENITY BAGS**

Amenity bags or gift bags are to be delivered by Resort staff, after the guest checks into their room, usually in the evening. These items are to be labeled with the guest's name. The Group will be charged a fee of \$5.00 per bag per room.

**DELIVERIES & STORAGE**

Boxes will be received no earlier than four (4) days prior to Groups function. To ensure proper delivery, the following information must be included on all boxes shipped to the Resort:

- Name of Event Manager
- Title of Function
- Date of Function
- Resort guest name/arrival date if applicable

All boxes in excess of five (5) may incur a box handling fee. Any materials shipped upon the conclusion of the Function are the responsibility of the client. These materials must be properly packaged and labeled appropriately and include all proper destination information including shipping account numbers. The Resort is not responsible for any damage or loss of any items left on premise prior to, during or following a Function.

**OUTSIDE PROFESSIONALS/ SPECIAL SERVICES**

Arrangements must be made in advance with the Resort for any type services provided by an outside vendor, including but not limited to, music, entertainment, and photography services. Not less than seven (7) days prior to the function, Group must provide to the Resort, a copy of the Certificate of Insurance Agreement signed by any and all outside vendor's who will be providing services for the function, along with a certificate of insurance from each outside vendor evidencing such vendors compliance with the Certificate of Insurance Agreement. The Resort is not responsible for the safety or security of any personal property and/or equipment brought to the Resort and the Group shall be solely responsible for any and all damages or injury caused by any vendors in connection with the function. All vendors hired by the Group must comply with all federal, state and local laws applicable to the Resort. Vendors will be required to properly load and unload their own equipment.

The Resort may assist the Group with recommendations for services not handled by the Resort. However, the Group is responsible for contacting and making any and all arrangements directly with the vendors for services not specifically outlined in this Agreement.

**LIABILITY**

The Resort and Group agree to adhere to all local, state and federal laws which may apply to the group and its activities. The Resort reserves the right to control and inspect all private functions. Liability for damages to the premises will be charged accordingly. The Resort reserves the right to charge a clean-up fee if excessive cleaning is needed. Resort will not assume responsibility for the damage or loss of any items left in the Resort by Group or any persons associated with Group's function.

**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.

**SECURITY**

Should Group require security support, the Resort will assist in securing these arrangements. The Resort will not be held responsible for any items left in the function rooms. If function rooms need to be secured, a key will be issued to the on-site contact and will need to be returned at the close of the conference. If keys are not returned a re-keying charge will be billed to the master account. No function room is completely securable unless a security guard is hired, and the Resort will not be held responsible for any lost or stolen items. Group will assume all risk and responsibility for any personal property and/or items that Group bring into the Resort that may be damaged, lost or stolen during Group's function, and will not hold the Resort responsible for any such loss or damage. Security personal must be preapproved by Resort and are not authorized to carry firearms without Resorts advanced written approval.

**FAX/SCANNED TRANSMITTAL**

If either party uses a fax or scanned transmittal, the fax or scanned copy shall serve as an original unless an actual original is executed and received by both parties within ten (10) days. Each page must be initialed at the bottom and the acceptance must be signed in order for this to become a valid Agreement.

**PUBLICATION**

The Resort reserves the right to review any published material regarding the Resort and its services. Please provide a copy of any material for review before it is distributed to Group’s attendees. The Resort will not be responsible for any incorrect information published that has not been pre-approved.

**CHANGES, ADDITIONS, MODIFICATIONS**

All changes, additions, deletions, or stipulations including corrective lining out by either the Resort or Group will not be considered agreed to or binding to the other unless such modifications have been initialed or otherwise approved in writing by the other.

**PAYMENT:**

Group’s event is not considered definite unless (a) Resort receives the non-refundable initial deposit specified below, and (b) Group establishes an approved method of payment with Resort.

1. **Direct Billing:** If Group wishes to establish credit with Resort for the purpose of direct billing Group’s account through the use of a Master Account for the event, Group agrees that Resort may review Group’s credit history with any available credit reporting services and will attempt to confirm Group’s credit based on such sources. Group must complete Resort’s credit application and provide a minimum of two Resort References. **Payment of Direct Billing:** If Resort approves Group’s request for direct billing, Group agrees to pay each Resort invoice in full within 30 days from the invoice date. For any charges that remain unpaid after 30 days from the date of the invoice, a late payment charge equal to the lesser of 1 ½% per month, or the highest rate permitted by law, will be applied on the remaining balance until paid in full. Resort requests that Group review Group’s Master Account with the Resort Accounting Department prior to departure.
2. **Credit Card Payment:** A valid credit card authorization form may be submitted in lieu of Direct Billing. This card will be charged for all deposits and for the final estimated balance (7) seven days prior to arrival if full payment has not already been received. In the unlikely event the card is declined, another method of payment must be received at that time. Group gives Resort permission to charge Group’s credit card used for previous deposit(s) or payment(s) to fulfill future contracted deposit and payment obligations if an alternative method of payment is not received by the contracted due date.

If the “Guests” payment option is selected above, each individual guest will be required to provide a valid credit card or one night’s advance deposit to secure a room in the Room Block.

The initial deposits must be paid in advance. The second deposit and remaining estimate of the master account must be paid in advance unless direct billing is established. With any payments (partial or full) made via credit card, a 3% credit card processing fee will apply. All deposit payments are non-refundable and non-transferrable.

\*Please initial here \_\_\_\_\_ that you understand the above deposit information and the due dates. Credit Card Authorization is required for any overages the night of the event.

*Wine Transfer*

3. **Deposit Schedule:** Full prepayment of all estimated charges must be made no less than (7) seven days prior to arrival. If Resort does not receive such prepayment, Resort shall have the option of releasing Group’s Room Block and function space by providing Group with written notice, and Group will remain liable for any cancellation damages and other charges provided in this Agreement.

**DEPOSIT PROCEDURE AND TIMELINE**

The initial deposit listed below will be required with the return of this signed agreement for the Resort to hold Group’s arrangements on a definite basis. This advance deposit is due payable to the Resort no later than **Monday, December 05, 2022**. Deposits can be made by check or credit card. The Resort reserves the right to cancel this group Agreement or withhold

services should the deposit schedule not be met. All deposits are non-refundable, non-negotiable, and non-transferrable once received.

Transaction Type	Date	Amount
Initial Deposit	Friday, November 25, 2022	\$5,000.00
Second Deposit	Friday, December 16, 2022	\$5,000.00
Third Deposit	Friday, January 20, 2023	\$5,000.00
Balance Due seven (7) days prior to event		\$TBD

**TAX EXEMPTION**

To be considered tax exempt in the state of FL for a Group’s master account, Group must present a FL state issued tax exempt certificate, and pay the final bill with a method of payment issued by that tax exempt organization.

If each individual is paying for his/her individual room and tax, each person must present his/her individual form and pay with a government issued method of payment issued by that tax exempt organization.

**FULL CANCELLATION**

Group agrees to provide Resort with written notice of any decision to cancel or to otherwise essentially abandon its use of the Total Room Nights and Catered Meal Functions (a “Cancellation”) within seven (7) business days of such a decision. Group acknowledges that a Cancellation would constitute a breach of Group’s obligation to Resort and Resort would be harmed. If a Cancellation occurs, the parties agree that:

- a. It would be difficult to determine Resort’s actual harm;
- b. The sooner the Resort receives notice of the Cancellation, the lower its actual harm is likely to be, because the probability of mitigating the harm by reselling space and functions is higher; and
- c. The highest dollar amount in the chart (the “Chart”) set forth below reasonably estimates Resort’s harm for a last-minute Cancellation and, through its use of a sliding scale that reduces damages for earlier Cancellations, the Chart also reasonably estimates Resort’s ability to lessen its harm by reselling Group space and functions.

Group, therefore, agrees to pay Resort, within thirty (30) days after written notification to the Resort, as liquidated damages and not as a penalty, the amount listed in the Chart below.

**Date Cancellation Notice**

Received Prior to First Program Dates	Amount of Liquidated Damage Due
From 180 days to 91 days prior	50% of expected total revenue = \$ 22,966.00
From 90 days to 31 days prior	85% of expected total revenue = \$ 39,042.20
From 30 days or less	100% of expected total revenue = \$ 45,932.00

Provided that Group timely notifies Resort of the Cancellation and timely pays the above liquidated damages, Resort agrees not to seek additional damages from Group relating to the Cancellation.

**RELOCATION PROCEDURE**

It is never the Resort’s intent to relocate a guest, however, in the event the Resort is unable to provide a sleeping room to an attendee holding confirmed reservations, the Resort will provide:

- A) Arrangements for accommodations at a nearby Resort and payment for one night of accommodations
- B) Complimentary transportation for the attendee to and from the said Resort
- C) Priority reservation for the first available room at the Resort for the next night

Group Initial: 



D) One long distant telephone call for notification of the relocation

**IMPOSSIBILITY**

The Resort reserves the right to terminate this Agreement if management decides that there has been a misjudgment or misrepresentation in the booking, or if the group intentions appear to be controversial or destructive to the Resort. The Resort may also terminate the Agreement if circumstances are encountered that make it inadvisable to provide facilities and/or hold the function. If the Resort comes upon an inescapable situation and all possible remedies have been exhausted, the Resort may terminate the Agreement with a full refund of the client's deposit. The Resort will do everything possible, but not guarantee to relocate the group. The Resort cannot guarantee the same prices, terms, or conditions at the new location.

The Resort and Group may cancel the Agreement without penalty or liability of any kind due to delays or failure of performance resulting from: Acts of God, Strikes, Lock Outs, Riots, Avalanches, Acts of War, Epidemics, Pandemics, Fire, Earthquakes, or other such man-made or natural disasters.

**AFFIRMATIVE ACTION**

Davidson Resort Company is an equal opportunity employer. All federal EEO and affirmative action requirements with respect to race, sex, religion, national origin, handicap and Veteran status, veterans or disabled veterans' status as found in 41CFR 60-1.4, 60-250.4 and 60-741.4 are herein incorporated by reference

**PRIVACY**

Resort is committed to complying with obligations applicable to Resort under applicable privacy and data protection laws, as further stated in Resort's privacy policy. Group will obtain all necessary rights and permissions prior to providing any personal data to Resort, including all rights and permissions required for Resort and its affiliates, agents and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Resort's privacy policy and applicable law. Notwithstanding any other provision, Resort may use an individual's own personal data to the extent directed by, consented to or requested by such individual.

**MUTUAL INDEMNIFICATION**

The Resort and Group agree to indemnify and hold harmless against any and all losses, claims, expenses or damages on account of any injury to the persons or property of any registrant, guest or employee of the Group or the Resort arising out of the gross negligence or willful misconduct of either party, its agents, or employees.

**NO CONSEQUENTIAL DAMAGES**

Neither party will be liable for indirect, incidental, special, punitive or consequential damages, including lost profits and revenues, incurred by either party or any third party, whether in an action in contract or tort, even if advised of the possibility of such damages. This section will not relieve a party from an obligation to pay liquidated damages as set forth in this Agreement.

**DISPUTE RESOLUTION**

The parties will resolve any claim or dispute arising out of or relating to this Agreement through binding arbitration before one arbitrator conducted under the rules of the American Arbitration Association or JAMS in the state and city in which Resort is located. The law of the state in which Resort is located will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or litigation arising out of or relating to this Agreement or the enforcement of any arbitration award, the prevailing party will be entitled to recover reasonable attorneys' fees and costs, including expert witness and arbitration fees and pre-and post-judgment interest. Each party will be responsible for reasonable attorneys' fees, costs and interest associated with the other party's efforts to collect monies owed under this Agreement, whether or not an arbitration or court action is filed.

**NOTICE**

Any notice required or permitted by the terms of this Agreement must be in writing. Notice must be sent to the recipient's fax number or email address set forth on page 1, and will be considered effective as of the date and time of confirmed receipt.

**ASSIGNMENT**

Group may not assign or delegate its rights or duties under this Agreement without Resort’s prior written approval.

**SEVERABILITY**

If any provision of this Agreement is held to be invalid or unenforceable that provision will be eliminated or limited to the minimum extent possible, and the remainder of the Agreement will have full force and effect.

**WAIVER**

If either party agrees to waive its right to enforce any term of this Agreement, it does not waive its right to enforce any other terms of this Agreement.

**SURVIVAL**

Payment, indemnification and other obligations under this Agreement which by their nature should continue beyond expiration or termination of the Agreement will survive expiration or termination.

**ACCEPTANCE**

Please sign and return a copy of this Agreement by **Monday, December 05, 2022**.

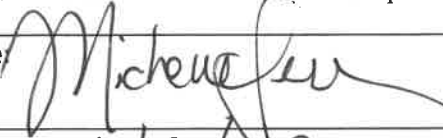
Group is advised and acknowledge, by receipt and consideration hereof, that until this Agreement is signed by all parties that the Owner may consider alternate requests for bookings of the rooms and services described in this Agreement. If such an alternate request is made before Group signs this contract, Owner will notify Group and Group will have forty-eight (48) hours to accept and return this Agreement fully executed by the Group.

If this Agreement is not received by **Monday, December 05, 2022**, all rooms, and space referred to herein will be released and neither party will have any further obligations under this Agreement and this Agreement will be deemed withdrawn and the offer and negotiations evidenced by this unsigned Agreement will be deemed cancelled, void in all respects and of no further effect.

When fully executed, this Agreement will constitute a binding and irrevocable contract between Group and the Resort, except as otherwise provided herein. The individuals signing below represent that each is authorized to bind his or her party to this Agreement.

Thank Group for Group’s valuable business and rest assured every effort will be made to ensure Group’s program is most successful.

Group: <b>The Able Trust</b>	Owner: <b>Horizon Hotels Owner LLCd/b/a Margaritaville Resort Orlando</b>
Name: <b>Allison Chase</b>	Name: <b>Kelsey O'Connor</b>
Title: <b>President &amp; CEO</b>	Title: <b>Group Sales Manager</b>
Signature: <i>Allison S. Chase</i>	Signature: 
Date: 11/30/2022	Date: <del>11/30/22</del> 11/30/22
	Name: <b>Michelle Serra</b>
	Title: <b>Director of Sales</b>

Signature:	
Date:	11/30/22