



HYATT REGENCY JACKSONVILLE
 225 E COASTLINE DRIVE
 JACKSONVILLE, FL, 32202-, US
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GROUP SALES AGREEMENT

Date Prepared: June 18, 2023
 Group Contact: Quin Coxetter
 Title: Group Contact
 Organization: Florida Housing Finance Corp.
 Address: 227 N BRONOUGH ST STE 5000
 TALLAHASSEE FL
 US 32301-1367
 Telephone: 850-391-8699 Fax: Email: quin.coxetter@floridahousing.org
 Event Name: Florida Housing Finance Corporation
 Official Event Dates: 07-Sep-2023/08-Sep-2023
 Hotel Sales Manager: Naim Yisrael
 Title: Sales Manager-Group
 Telephone: 904-360-8647 Fax: (904) 633-9988 Email: naim.yisrael@hyatt.com

Florida Housing Finance Corp. ("Group") and Hyatt Corporation as agent of MSCW JAC Hospitality LLC., d/b/a HYATT REGENCY JACKSONVILLE-RIVERFRONT ("Hotel") agree as follows:

GROUP'S FIRST OPTION DUE DATE

Hotel agrees to hold the guest rooms and meeting and event space listed in this Group Sales Agreement (the "Agreement") for the Event named above on a tentative basis until **22 Jun 2023**. If this Agreement is not fully executed by Group and returned to Hotel, together with any required deposit, credit application or other materials, by **22 Jun 2023**, Hotel may release the guest rooms and/or meeting and event space. If, prior to Group's execution and return of this Agreement together with any other required materials, Hotel receives an alternate request for the Event guest rooms and/or meeting and event space, Hotel will notify Group and Group will have forty-eight (48) hours from Hotel's notification to return this signed Agreement together with any other required materials to Hotel.

GUEST ROOM BLOCK AND CONTRACTED GUEST ROOM REVENUE COMMITMENT

The table below sets forth the total number of guest rooms set aside by Hotel for Group's use during the Official Event Dates ("Guest Room Block") together with the associated daily contracted guest room revenue ("Contracted Guest Room Revenue Commitment"), and Group's daily Guest Room Revenue Minimum (as defined herein).

Date	Day	QUEEN/QUEEN CITY VIEW	Daily Contracted Guest Room Block	Daily Contracted Guest Room Revenue Commitment	Daily Contracted Guest Room Revenue Minimum
07 Sep 2023	Thursday	30	30	\$4,470.00	\$4,023.00

Total Contracted Guest Room Block: 30
Total Guest Room Revenue Commitment: \$4,470.00
Total Guest Room Revenue Minimum: \$4,023.00

Bkng#: 30866369

GUEST ROOM RATES

Hotel confirms the following Guest Room Rates:

Room Type	Block Type	Single Rate	Double Rate	Triple Rate	Quad Rate
QUEEN/QUEEN CITY VIEW	Group	\$149.00	\$149.00	\$174.00	\$199.00

STANDARD UPGRADE RATES

- Deluxe King: \$20.00 Additional per room, per Night
- River View Queen: \$30.00 Additional per room, per Night
- River View King: \$40.00 Additional per room, per Night
- Studio Queen: \$85.00 Additional per room, per Night
- Studio King: \$100.00 Additional per room, per Night
- Regency Club: \$50.00 Additional per room, per Night
- Executive Suite: \$150.00 Additional per room, per Night
- Junior Suite: \$150.00 Additional per room, per night
- St. Johns Suite: \$650.00 Additional per room, per night
- Presidential Suite: \$1,200.00 Additional per room, per night
- Suite Pricing: All suite prices are quoted with one bedroom

HOTEL AMENITIES:

- Complimentary standard guestroom wireless internet access
- Complimentary standard wireless internet access in our Main Lobby
- Complimentary 24-hour Stay-Fit™ Fitness facility
- Rooftop Outdoor Seasonal pool (heated)

The Guest Room Rates are quoted exclusive of any applicable taxes (which are currently 14.6400%), applicable service fees, and/or Hotel-specific fees in effect at the time of the Event.

RELOCATION

In the event Hotel does not provide a guest room to an Event attendee with a confirmed reservation, and the Event attendee is in need of the guest room, Hotel shall use commercially reasonable efforts to: (i) relocate the displaced Event attendee to the closest comparable hotel (the "Alternate Hotel") for the nights Hotel is not able to provide the Event attendee a guest room; (ii) provide transportation to and from such Alternative Hotel for each night Hotel is not able to provide the Event attendee a guest room; and (iii) provide two (2) long distance telephone calls (not to exceed 10 minutes) for the Event attendee for each day Hotel is not able to provide the Event attendee a guest room, all in accordance with Hotel's relocation policy.

Any guest rooms relocated to an Alternate Hotel as set forth above will be credited to Group's Contracted Guest Room Revenue Commitment and complimentary guest room count, for such period as Hotel is unable to provide guest rooms to Event attendees. Relocated guest rooms will not be commissionable.

RESERVATION METHOD

Hotel recommends using a web-based reservation system to make room reservations. Reservations may be made, modified or cancelled by attendees via a URL provided by Hotel and published by Group to potential attendees (user names or passwords provided to Group to access the web-based reservation system are confidential and their misuse is Group's responsibility), and the privacy policy of the host of such URL shall apply. Reservations for rooms accessible to guests with disabilities may be made in the same manner. Reservations must be made on or before the Cut-Off Date specified below.

CUT-OFF DATE

The "Cut-Off Date" is 17-Aug-2023. After the Cut-Off Date, all rooms within Group's contracted Guest Room Block that have not been reserved will be returned to Hotel's general inventory. Reservation requests for rooms within the Guest Room Block received after the Cut-Off Date will be based on availability at Hotel's prevailing rates and will be credited to achieving Group's Contracted Guest Room Revenue Commitment. Only actual reservations for Event attendees will be considered valid room reservations. After the Cut-Off Date, cancelled guest rooms will be returned to Hotel's inventory. Name changes on, or other transfers of, room reservations will not be accepted after the Cut-Off Date.

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NON-COMMISSIONABLE

The Guest Room Rates set forth above are confirmed on a net, non-commissionable basis.

CONTRACTED GUEST ROOM REVENUE COMMITMENT

By entering into this Agreement, it is understood that Hotel is relying on, and Group is agreeing to provide, the Daily Contracted Guest Room Revenue Commitment and Group is responsible to achieve the Daily Guest Room Revenue Minimum (as defined herein), during each date of the Event, as set forth in the Guest Room Block (plus any applicable taxes, service charges and other fees). Hotel agrees to allow Group to reduce its Daily Contracted Guest Room Revenue by 10 percent per day (referred to as the "Daily Guest Room Revenue Minimum"). Should Group's actualized guest room revenue fall below the Daily Guest Room Revenue Minimum, Group shall pay as liquidated damages the difference between the Daily Guest Room Revenue Minimum and the daily actualized guest room revenue, plus any applicable taxes and service charges, as calculated on a daily basis ("Attrition Charges"). However, on any date Group does not meet its Daily Guest Room Revenue Minimum and Hotel achieves one hundred percent 100% occupancy for that date, the Daily Guest Room Revenue Minimum will be considered fulfilled for that date and no Attrition Charges will be due for that date. Overachievement of the Daily Contracted Guest Room Revenue or the Daily Guest Room Revenue Minimum for any date during the Event may not be applied to any other date during the Event. Attrition Charges owed to the Hotel under this Section, if any, will be posted to Group's Master Account together with any applicable taxes and service charges.

Group may not transfer or resell its rights under this Agreement to any third party for purposes of reselling unused portions of its Guest Room Block or fulfilling the Daily Contracted Guest Room Revenue Minimum.

Hotel and Group intend to liquidate the damages suffered by Hotel in the event that Group fails to meet the Daily Contracted Guest Room Revenue Commitment set forth in this Section. Therefore, Group and Hotel agree that: (a) the damages suffered by Hotel in the event that the Contracted Guest Room Revenue Commitment is not met are difficult to calculate; (b) the above formula is a reasonable estimate of such damages; and (c) the Attrition Charges do not constitute a penalty.

Group's obligations under this Section shall survive completion of this Agreement.

MEETING AND EVENT SPACE COMMITMENT

Group's program of events must be signed and initialed by Group and returned to Hotel with this signed Agreement (the "Program of Events"). Hotel will hold the meeting and event space as set forth on the signed and initialed Program of Events, which shall be attached to and made a part of this Agreement. This is considered to be a firm commitment by Group and any increase or decrease to that commitment or Group's Food and Beverage Revenue Commitment (as defined below) may result in a modification of Group's Meeting and Event Space Rental Fee (as defined below), if any, by Hotel. All meeting and event space is assigned by Hotel according to the number of persons guaranteed to attend the Event. Hotel may reassign the meeting or event space listed on the Program of Events at Hotel's sole discretion. Failure to submit a finalized Program of Events to Hotel by 17-Aug-2023 may result in a release or reassignment by Hotel of the meeting or event space being held for Group. Group agrees to promptly notify Hotel of any changes in its meeting or event space requirements.

Meeting and event space rental for this Event is waived (the "Meeting and Event Space Rental Fee"). The Meeting Event Space Rental Fee is subject to taxes and service charges in effect at the time of the Event. The current tax rate for meeting rooms is 7.5000%. The service charge is 25.000%, of which 59.520% is allocated to service personnel who provide services for the Event and 40.480% is retained (and not distributed to service personnel) by Hotel.

<u>Event Name</u>	<u>Event Type</u>	<u>Event Time</u>	<u>Attendance</u>	<u>Setup</u>	<u>Room</u>
<u>Event Date: Thursday, 07-Sep-2023</u>					
Audit Meeting	MEETING	03:30 PM - 05:00 PM	30	CONFERENCE	DAYTONA
<u>Event Date: Friday, 08-Sep-2023</u>					
Meeting	MEETING	08:30 AM - 12:00 PM	175	THEATER	DAYTONA
AM Coffee Break	COFFEE BREAK	10:00 AM - 10:30 AM	175	EXISTING	DAYTONA

FOOD AND BEVERAGE REVENUE COMMITMENT

By entering into this Agreement, Group agrees to provide a minimum of \$2,500.00 in meeting and event food and beverage revenue (the "Food and Beverage Revenue Commitment"). The Food and Beverage Revenue Commitment excludes service charges, taxes, audio visual, parking or other associated expenses applicable at the time of the Event.

Should Group's actual meeting and event food and beverage revenue fall below the Food and Beverage Revenue Commitment, Group shall pay as liquidated damages the difference between the Food and Beverage Revenue Commitment (after deducting any permissible reduction) and the actualized meeting and event food and beverage revenue, plus any applicable taxes and service charges (also referred to as "Attrition Charges"). Attrition Charges owed to Hotel under this Section, if any, will be posted as a charge on Group's Master Account together with applicable taxes and service charges.

Hotel and Group intend to liquidate the damages suffered by Hotel in the event that Group fails to meet its Food and Beverage Revenue Commitment set forth in this Section. Therefore, Hotel and Group agree that: (a) the damages suffered by Hotel in the event that the Food and Beverage Commitment is not met are difficult to calculate; (b) the above formula is a reasonable estimate of such damages; and (c) the Attrition Charges do not constitute a penalty.

Group's obligations under this Section shall survive completion of this Agreement.

All banquet food and beverage arrangements must be made through Hotel. Only food and beverage purchased from Hotel may be served on Hotel property. Hotel reserves the right to cease service of alcoholic beverages in the event that persons under the age limit mandated by applicable law are present at the Event and attempt to receive service of alcoholic beverages. Hotel reserves the right to deny alcoholic beverage service to guests who appear to be intoxicated.

SERVICE CHARGES-FOOD AND BEVERAGE

A service charge and applicable taxes that are in effect at the time of the Event shall be added to all food and beverage charges. The current service charge is 25.00%, of which 59.52% is allocated to service personnel who provide services for the Event and 40.48% is retained (and not distributed to service personnel) by Hotel.

Service charges may be subject to sales or other taxes in effect at the time of the Event. Group and its attendees may provide an additional tip to Hotel's staff. All service charges will be posted to Group's Master Account.

HOUSEKEEPING GRATUITIES

Housekeeping gratuities are up to the individual's discretion. All housekeeping gratuities are distributed to those members of Hotel's staff servicing Group's attendees.

Please check one and initial:

- Housekeeping gratuities to be posted to Master Account.
- Housekeeping gratuities will be up to the individual's discretion.

SPECIAL CONSIDERATIONS

In the event that Group actualizes a minimum of ninety percent (90%) of its Contracted Guest Room Revenue Commitment, Hotel, as a special consideration to Group, will provide:

- Discounted self-parking of \$20.00 per vehicle, per night for attendees staying overnight.
- World of Hyatt Points to Organization

If Group fails to meet the minimum of ninety percent (90%) of its Total Guest Room Revenue Commitment, all concessions are subject to re-negotiation.

Special considerations must be assigned as outlined, otherwise they have no value and if not utilized, have no monetary value and cannot be applied as credit to master account.

BILLING ARRANGEMENTS

Individuals shall be responsible for their own guest room, tax, incidental charges and any other charges not authorized by Group to be billed to the Master Account. All charges incurred are to be paid upon checkout. The Master Account is limited to charges for the Meeting and Event Space Rental Fee, food and beverage events and other services requested by Group.

Credit procedures will be provided to Group by Hotel upon the request for a credit application.

If Group wishes to set up direct billing for the Master Account, this signed Agreement must be returned to the Hotel and a credit application must be completed at least three (3) months prior to arrival and returned to Hotel for approval. In the event credit is approved: (i) all charges (up to the authorized credit amount) shall be due and payable to Hotel no later than thirty (30) days after Group's receipt of the Master Account invoice; and (ii) Hotel reserves the right to rescind its approval if there is a material change in Group's creditworthiness or material increase in anticipated charges.

In the event that credit is not requested, not approved or subsequently rescinded, payment of Group's total estimated Master Account will be due to Hotel prior to Group's arrival in accordance with the deposit schedule below. Failure to remit such payment(s) when due will be deemed to be a cancellation of this Agreement by Group, and Group shall be liable for the Cancellation Charges as set forth herein.

Invoice disputes and/or billing errors must be communicated to Hotel no later than fourteen (14) days before the date payment is due.

Please note that Hotel never requests billing information or requests changes to billing information via email. Should Group receive any billing notice or inquiry via email, please contact the Hotel Sales Manager at the phone number set forth above.

DEPOSITS

Group shall provide a non-refundable (except as specifically provided herein) deposit in the total amount of \$625.00. All deposits will be credited towards any Attrition Charges (defined below) or Cancellation Charges (defined below) due to Hotel. Payment may be made by check, credit card, wire transfer or ACH. Hotel will provide a Credit Card Authorization form for scheduled payments made by credit card or ACH.

CANCELLATION OPTION

Either Hotel or Group may cancel this Agreement without cause upon written notice to the other party at any time prior to the Event. In the event Group cancels without cause, Group shall pay Hotel liquidated damages in an amount calculated according to the table below (the "Cancellation Charges"), plus applicable taxes. Applicable Services Charges will be added to the Cancellation Charges when cancellation occurs sixty (60) days or less prior to the first date of the Event.

From agreement signing through the first day of the Event	\$5,273.00 (90% of the aggregate Contracted Guest Room Revenue Commitment, 50% of Food and Beverage Revenue Commitment)
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Payment of the Cancellation Charges shall be made by Group to Hotel at the time this Agreement is canceled by written notice. Hotel and Group agree that: (a) the damages suffered by Hotel in the event that Group cancels without cause are difficult to calculate, for reasons, including, but not limited to, the uncertainty, at the time of contracting, of the business that can be rebooked and the associated rates; (b) the above formula is a reasonable estimate of such damages; and (c) the Cancellation Charges do not constitute a penalty.

In the event Hotel cancels this Agreement without cause, Hotel shall pay Group any direct damages suffered as a result of the cancellation, which damages shall not exceed the amount calculated according to above scale.

The parties' obligations under this Section shall survive termination of this Agreement.

RIGHTS OF TERMINATION FOR CAUSE

This Agreement may be terminated by either party without liability upon written notice under the following circumstances:

- (i) if a party's performance under this Agreement is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, a pandemic, a travel restriction on members of the general public issued by a governmental agency, curtailment of public transportation facilities, or any other unexpected emergency of a comparable nature beyond the party's control that in each case makes it illegal or impossible to perform its obligations under this Agreement. In such event, the terminating party shall give written notice of termination to the other party within five (5) days of such occurrence; or
- (ii) if either party makes a voluntary or involuntary assignment for the benefit of creditors or enters into bankruptcy proceedings prior to the date of the Event. In such event, the party who is not making an assignment or entering into bankruptcy proceedings shall have the right to terminate this Agreement upon written notice to the other party; or
- (iii) if at the time of the Event, the hotel will no longer be operated under a Hyatt brand. In such event, Hotel shall notify Group in writing of such change, and Group shall have the right to terminate this Agreement without liability upon written notice to Hotel within thirty (30) days of the date of Hotel's notice of change of brand.

In the event of termination by either party under this Section, Hotel shall refund all deposits and/or prepayments made by Group within thirty (30) days of receipt of the notice of termination.

Except as otherwise specifically provided in this Agreement, neither party shall have the right to terminate this Agreement for any other cause.

INDEMNIFICATION AND HOLD HARMLESS

Hotel agrees to defend, indemnify and hold Group harmless from and against all claims, costs, losses, expenses, damages, actions, causes of action, and/or liabilities, including reasonable attorneys' fees, arising out of or resulting from: (i) any negligent act undertaken or committed by Hotel pursuant to the performance of its obligations under this Agreement except to the extent such actions or liabilities are due to the misconduct or negligence of Group or its employees, attendees, agents or contractors; or (ii) any breach by Hotel of its obligations under the Sections of this Agreement titled "Compliance with Laws" or "Privacy of Personal Information."

Group agrees to defend, indemnify, and hold Hotel, the entity that owns the hotel, the entity that manages the hotel and their affiliates and each of their respective shareholders, members, directors, officers, managers, employees and representatives harmless from and against all claims, costs, losses, expenses, damages, actions, causes of action, and/or liabilities, including reasonable attorneys' fees, arising out of or resulting from: (i) any negligent act undertaken or committed by Group, its employees, invitees, attendees or any contractors hired or engaged by Group in connection with the performance of Group's obligations under this Agreement, except to the extent such actions or liabilities are due to the misconduct or negligence of Hotel; or (ii) any breach by Group of its obligations under the Sections of this Agreement titled "Compliance with Laws," "Privacy of Personal Information" or "Permits and Licenses."

The parties' obligations under this Section shall survive completion or earlier termination of this Agreement.

INSURANCE

Group and Hotel shall each maintain sufficient insurance to insure their obligations set forth in the Section of this Agreement titled "Indemnification and Hold Harmless," and each shall provide evidence of such insurance upon request.

CONTRACTORS

For any activity introduced onto Hotel's premises by an outside provider engaged by Group, Group will ensure that such providers comply with the terms of this Agreement and with any requirements for such providers as provided to Group by Hotel. Group will be fully responsible for such providers' actions or inactions and agrees to remove from Hotel's premises any outside provider that Hotel deems objectionable or whose activities cause reasonable concern. Upon request, Group will provide a certificate of insurance from such outside providers covering their actions and naming Hotel, the entity that owns the hotel, the entity that manages the hotel and their affiliates as additional insureds with regard to their activities.

PUBLIC ACCESS LAWS

Hotel acknowledges its obligation to comply with the public accommodations requirements of the Americans with Disabilities Act or similar local laws regarding access and public accommodation ("Public Access Laws") except those of Group including Group's obligation to (i) remove "readily achievable" physical barriers within the meeting rooms utilized by Group that Group created (e.g., set-up of exhibits in an accessible manner) and that are not controlled or mandated by Hotel; (ii) provide auxiliary aids and services where necessary to ensure effective communication of the Event to disabled participants (e.g., Braille or enlarged print handouts, interpreter or simultaneous videotext display); and (iii) modify Group's policies, practices and procedures applicable to attendees as required to enable disabled individuals to participate equally in the Event. Group shall identify in advance any special needs of disabled Event attendees requiring accommodation by Hotel and will notify Hotel of such needs for accommodation in writing as soon as they are identified to Group. Whenever possible, Group shall copy Hotel on correspondence with attendees who indicate special needs requiring accommodation under such Public Access Laws. Hotel shall notify Group of requests for accommodation that it may receive otherwise than through Group to facilitate identification by Group of its own accommodation obligations or needs as required by such Public Access Laws. Any extraordinary costs for special auxiliary aids requested by Group shall be borne by Group.

COMPLIANCE WITH LAWS

Each party hereby represents, warrants and covenants that it shall comply with all laws, rules, orders and regulations applicable to its performance under this Agreement.

CHANGES; NOTICE

Any changes to this Agreement must be made in writing and signed by both parties to be effective. Any modifications, additions or corrective lining out made on this Agreement will not be binding unless such modifications have been signed or initialed by both parties. Any notice hereunder shall be given to the individuals listed on the first page of this Agreement at the addresses set forth herein. Notice must be given by: (i) certified or registered mail, return receipt requested; (ii) commercial courier for overnight delivery, with a signature signifying receipt; (iii) facsimile evidenced by a machine-generated receipt; or (iv) email, provided that for notices given by facsimile or email, a confirmation copy must also be sent that same day by commercial courier for overnight delivery as provided herein. All notices shall be deemed delivered upon receipt.

DAMAGE TO HOTEL PREMISES

Group shall be responsible for all damage to hotel premises caused by Group or its agents or contractors. Upon completion of the Event, Group will leave the premises in the same condition as received, reasonable wear and tear excepted.

Group's obligations under this Section shall survive completion or earlier termination of this Agreement.

LIMITATION OF LIABILITY

Except for damages covered by the indemnifying party's indemnification obligations as set forth in the Section titled "Indemnification and Hold Harmless," neither party shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages even if such party has knowledge of the possibility of such damages, provided that in no event shall either party be liable to the other for any lost profits. Under no circumstances shall this limitation of liability limit or waive Group's obligations to pay liquidated damages, including without limitation, Attrition Charges or Cancellation Charges that may be owed.

This Section shall survive completion or earlier termination of this Agreement.

PRIVACY OF PERSONAL INFORMATION

Hotel complies with the Global Privacy Policy, which is available at <http://privacy.hyatt.com> (the "Privacy Policy"). If applicable, Group agrees to inform guests and Event attendees ("Guests") where they may access the Privacy Policy. To the extent that Group transfers information related to any person to Hotel, Group confirms and warrants that it will do so in a manner ensuring appropriate security measures and in compliance with all applicable requirements of data protection and privacy laws and regulations. Group affirms that it (and its Agent, if applicable) is authorized to provide, request, and receive information pertaining to Guests as is necessary pursuant to the Guests' hotel stay, Event attendance or under this Agreement. Hotel will protect and use personal data about Guests that Hotel receives in connection with its performance of this Agreement and as set forth in the Privacy Policy, provided that Group acknowledges and agrees that certain services (e.g., a web-based reservation system) may be provided by a third party and that use of such services may be subject to terms and conditions (including those regarding the access and use of Guest information) of that third party and may be different than those in this Agreement.

HUMAN RIGHTS/COMBATING HUMAN TRAFFICKING

Hyatt has taken an aggressive stance on identifying and working to prevent human trafficking, including sex and labor trafficking of adults and children, within our sphere of influence. Hyatt's statement relating to Human Rights and Combating Human Trafficking is available at <https://about.hyatt.com/en/world-of-care/caring-for-people/human-rights-trafficking.html>.

HYATT'S GLOBAL CARE & CLEANLINESS COMMITMENT

Hyatt's priority is guest and colleague safety and wellbeing. Guided by our purpose of care, Hyatt has established a multi-layered Global Care & Cleanliness Commitment that builds on our existing rigorous protocols and includes an accreditation process, colleague training and support resources and a cross-functional working group of medical experts and industry professionals. Hyatt's Global Care & Cleanliness Commitment is available at: <https://www.hyatt.com/info/global-care-and-cleanliness-commitment>.

PERMITS, LICENSES AND APPROVALS

Group shall, at its sole cost and expense, obtain all licenses, permits and approvals that are: (i) required for the Event; or (ii) required and/or necessary for Group to perform its obligations under this Agreement. Such licenses or permits include, but are not limited to licenses and permits: (a) from any applicable governing body; and (b) for the use of a third party's intellectual property, including but not limited to any music, videos, performances, and/or images.

GOVERNING LAW; JURISDICTION

This Agreement shall be governed by and construed under the laws of the State or Province in which Hotel's premises are located (excluding its conflicts of law rules). Any controversy, claim or dispute arising out of or relating to this Agreement shall be brought in any court of competent jurisdiction in the State or Province in which Hotel's premises are located for trial and determination without a jury.

WAIVER OF JURY TRIAL

To the extent permitted by law, the parties hereby expressly waive the right to a trial by jury.

ATTORNEYS FEES

In the event any legal action is taken by either party against the other party to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful party to such action shall pay to the prevailing party therein all court costs, reasonable attorneys' fees, and expenses incurred by the prevailing party. In addition, the party against whom collection is sought by non-judicial means shall be responsible for all reasonable costs (including reasonable attorneys' fees) incurred by the party that is successful in seeking collection of monies due pursuant to this Agreement.

WAIVER

If one party agrees to waive its right to enforce any term of this Agreement, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Agreement.

ENFORCEABILITY

If any provision of the Agreement is unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

COUNTERPARTS/ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts with an original signature or with a Hotel-approved electronic signature, each of which shall be deemed an original and all of which shall constitute the same instrument. Further, if a signed Agreement is provided to Hotel as a photocopy, fax, PDF or other format through a Hotel-approved electronic software system, then such Agreement shall be treated and shall have the same binding effect as an original and shall be acceptable to Hotel to hold the Guest Room Block and/or meeting space as set forth herein.

ENTIRE AGREEMENT

This Agreement, along with the attached Program of Events, contains all of the terms agreed to by the parties. All prior agreements, verbal or written, are no longer effective once this Agreement is signed by the parties. Should there be any conflict between this Agreement and any addenda, exhibits, or attachments, the language of this Agreement shall control.

When signed by each party's authorized representative, this Agreement shall constitute a binding agreement between Group and Hotel.

By Hotel's
Authorized Representative

By Group's
Authorized Representative

By: 
Name: Naim Yisrael
Title: Sales Manager-Group
Date: 06/22/2023

By: Michael DiNapoli
Name: Michael DiNapoli
Title: Authorized Signer
Date: 6/22/23



HOTEL INFORMATION SHEET

CHECK-IN AND CHECK-OUT

Check-in time is 4:00pm. Checkout time is 11:00am. We will make every effort to accommodate any requests for early arrival and late departure, based on availability. Luggage storage arrangements can be made with our Guest Services Manager.

INDIVIDUAL RESERVATION CANCELLATION POLICY

Reservations must be cancelled at least 24 hours prior to the scheduled arrival date unless otherwise outlined in the signed Group Sales Agreement. Any cancellations received after that date would be charged one night's room and tax.

EARLY DEPARTURE FEE

An early departure fee equal to one night room and tax will apply unless otherwise outlined in the signed Group Sales Agreement. Departure dates are reconfirmed at check-in and are subject to a fee if changed after the check-in process is completed.

PAYMENT

Pending approval, the Hotel direct bill charges to a Master Account provided estimated charges total a minimum of \$10,000. To ensure ample time for processing, your request for direct billing must be received 120 days prior to arrival. If direct billing is not approved, a contingency deposit for additional items or services requested and provided during the Event, equal to 20% of final estimate will be required.

TAX EXEMPTION

Group must present Hotel with a valid Florida sales tax exemption letter and completed attestation form. Individuals must present tax exemption certification prior to check-in, complete an attestation form, and settle their account with corresponding government issued funds.

AUDIO VISUAL

A complete line of audio/visual equipment and technical assistance is available through the Hotel. To ensure availability of equipment, all orders must be received seven (7) days prior to each function. A service charge of twenty-five percent (25%) will be added to all orders, as well as 7.5% sales tax. Hotel also offers a full time A/V staff on site as well as providing operating labor. Arrangements will be made with third parties for items that the Hotel cannot supply. In the event you choose to utilize an outside Audio/Visual company, there will be a house sound system usage charge of \$50.00 per section, per day if house sound is utilized. Rigging, internet services, and power must be arranged through Encore Event Technologies, the hotel's in house audio visual provider.

MUSICAL ENTERTAINMENT

Cut off time is 12:00am for inside events and 10:00pm for outside events. The hotel reserves the right to reduce the volume if excessive. Entertainment electrical needs will be provided by Encore Event Technology. Electrical charges vary depending on requirements. To ensure that all guests of the hotel can enjoy their stay, we require that any amplified sound does not measure higher than 90 decibels when measured 50 feet from the source and subwoofers are limited to no more than (2) 18" models. Decibel levels will be measured at sound-check and at any time during the event if we receive guest complaints. If your band or DJ requirements are outside of these limitations, please contact your Event Manager to discuss alternatives.

DAMAGE

Group will be responsible for any damage to the function room by the group, guests or outside suppliers. Please note that all outside suppliers need to be approved by the Hotel prior to your event. Use of confetti devices, fog machines, and indoor fireworks must be submitted in advance in writing to the hotel for approval and may incur additional clean-up and/or staffing charges if approved.

EXHIBITS

Bkng#: 30866369

Exhibit floor plans may need to be approved by the City of Jacksonville Fire Prevention Division. Your Event Manager can advise if that will be necessary along with the suggested timeline for submission. A fee will be applicable for floor plan review. A check (addressed to City of Jacksonville) and copy of the floor plan diagram should be submitted to:

City of Jacksonville
Fire Prevention Division
220 East Bay Street, Room 100
Jacksonville, FL 32202

BAGGAGE HANDLING

For pre-arranged group baggage delivery and pick-up, a charge of \$8.00 per person round-trip will be charged to the group's master bill should the group request this service.

ROOM DROPS

All delivery inquiries should be made through your Events Manager. The following charges would apply:

- Items slid under the door: \$2.50
- Small items placed in the guestroom: \$3.50
- Large or multiple items placed in the guestroom: Fees can be quoted by your Event Manager.

CLEANING FEE

A \$250.00 cleaning fee will be charged to any individual smoking in a non-smoking room.

PARKING

Current parking charges for overnight hotel guests are \$29.00 per car, per day for self-parking and \$45.00 per car, per day for valet parking. Parking is on a space availability basis and allow for in and out privileges. Rates may vary for special events.

FOOD AND BEVERAGE EVENTS

Guaranteed numbers for Food and Beverage Events are due seven (7) calendar-days prior to the Event. We will be prepared to serve three percent (3%) over the guaranteed number. The maximum overset will be five percent (5%). There will be an additional labor charge for meal functions with thirty (30) people or less.

SHIPPING / PACKAGING

Due to limited storage space, we request your notification of any materials to be shipped to the Hotel prior to your arrival. All shipments should be received no sooner than 3 days prior to the conference. To ensure prompt delivery, all materials should be addressed as follows:

HYATT REGENCY JACKSONVILLE RIVERFRONT
Your Organization's On-Site Contact OR Attendees Name
Convention/Event Name, Date of Event
225 East Coastline Drive
Jacksonville, FL 32202

Please refrain from addressing packages to a hotel staff member's name. The Hotel is not responsible for perishable items. A labor charge will be assessed if the Hotel's assistance is required in unloading vehicles and/or moving items to storage areas. The Hotel must be advised if there are any items weighing over 100 lbs. that will be displayed in any function room or area. Arrangements for the storage of large deliveries may be made in advance through your Event Manager.

Handling fees are as follows:

- Letter, package or envelope (next day) FREE
- Small Box (10 lbs. or less) \$10.00
- Medium Box (11-25 lbs.) \$12.00
- Large Box (26 – 50 lbs.) \$14.00
- Extra Large Box (50 lbs. or more) \$30.00
- Display cases/hard cases w/wheel \$50.00
- Pallets are \$150.00

The Hotel accepts no responsibility for the return of packages or shipments at the conclusion of your function. These arrangements can also be made through the FedEx Business Center.

SIGNAGE

Organizational signage to be used in the public space areas of the Hotel must be professionally printed and approved by the Events Department in advance of your event. All signage not authorized by the Hotel will be removed. Signage may be purchased through the FedEx Business Center. Hanging of banners can be coordinated through Encore Event Technologies with advance notice. Fees vary depending on size of banner and location for handling.

PROMOTION MATERIALS

Nothing shall be posted, nailed, screwed, or otherwise attached to columns, walls, floors, or other parts of the building or furniture. Distribution of promotional stickers or labels is prohibited.

LIABILITY / SECURITY

The hotel cannot be responsible for the safe keeping of equipment, displays, written materials or other valuable items left in meeting rooms, registration areas, lobby and public areas, etc. The Group is responsible for the security of such materials.

The above Policies and Procedures are subject to change by the Hotel without notice. (P&P) 4/2022