

Group Sales Agreement

Date Prepared: March 31, 2025
Group Contact: Sylvia Cyrus
Title: Executive Director
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Event Name: ASALH Annual Convention
Official Event Dates: 17-Sep-2028/ 25-Sep-2028
Hotel Sales Manager: Janice Middlestadt
Title: Senior Sales Manager
Telephone: 904-360-8707 **Email:** janice.middlestadt@hyatt.com

ASALH ("Group") and Hyatt Corporation, as agent of MCSW JAC Hospitality LLC, a Delaware 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 **31 March 2025**. If this Agreement is not fully executed by Group and returned to hotel, together with any required deposit, credit application or other materials, by **31 March 2025**, 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.

This program is a rebook from ASALH Annual Convention 2021 booking. In the event of cancellation, the group forfeits any right to rebook.



Guest Room Block & 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 ("Total Guest Room Block") together with the expected total guest room revenue (the "Total Guest Room Revenue Commitment") and where applicable, the expected guest room revenue for each day of the Event ("Daily Guest Room Revenue Commitment," and together with the Total Guest Room Revenue Commitment, the "Guest Room Revenue Commitments").

Date	Day	City View Queen/Queen	One-bedroom St. Johns Suite	Presidential Suite	City View Queen/Queen (Staff)	Daily Contracted Guest Room Block	Daily Contracted Guest Room Revenue Commitment
17 Sep 2028	Sun	1	1	-	1	3	\$ 333.00
18 Sep 2028	Mon	2	1	-	1	4	\$ 522.00
19 Sep 2028	Tue	55	1	1	5	62	\$ 10,926.00
20 Sep 2028	Wed	225	1	1	12	239	\$ 43,308.00
21 Sep 2028	Thu	236	1	1	12	250	\$ 45,198.00
22 Sep 2028	Fri	236	1	1	12	250	\$ 45,198.00
23 Sep 2028	Sat	236	1	1	12	250	\$ 45,387.00
24 Sep 2028	Sun	1	-	-	-	1	\$ 189.00

Total Guest Room Block: 1,059

Total Guest Room Revenue Commitment: \$191,061.00

Total Revenue Commitment: \$246,061.00 This amount is the sum of Group's Total Guest Room Revenue Commitment, Food and Beverage Revenue Commitment (as defined herein).

The following suite accommodations are included in the Total Guest Room Block:

Suites: One (1) Bedroom Presidential Suite, One (1) Bedroom St. Johns Suite,

Arrival/Departure Dates: 19-Sep-2028/ 24-Sep-2028

Guest Room Rates

Hotel confirms the following Guest Room Rates:

Room Type	Block Type	Single Rate	Double Rate	Triple Rate	Quad Rate
2 QUEEN BEDS	Group	\$189.00	\$189.00	\$214.00	\$239.00
2 QUEEN STAFF ROOMS	Staff	\$144.00	\$144.00	\$169.00	\$194.00
ST JOHNS SUITE	Group	\$564.00	\$564.00	\$589.00	\$614.00
PRESIDENTIAL SUITE	Group	\$1,389.00	\$1,389.00	\$1414.00	\$1439.00

The Guest Room Rates are quoted exclusive of any applicable taxes and other governmental-imposed fees (collectively referred to herein as "**Taxes**") (which are currently 14.64%) applicable service charges, and/or mandatory fees (e.g., resort or destination fees) in effect at the time of the Event.

STANDARD UPGRADE RATES

- **City View 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**

Lowest Group Rate

During the peak Event Dates of **September 20, 21, 22, 23** the Guest Room Rates provided to Group will be no higher than the room rates for standard rooms provided to any other Comparable Group Business over the same peak dates of the Event for similar size and pattern groups. For purposes of this Agreement, “Comparable Group Business” means group business that when compared to the Event (a) is of equal anticipated revenue (both from rooms and food and beverage); (b) has a similar room night pattern; and (c) is booked a similar amount of time in advance. Comparable Group Business does not include group business that involves significantly different special terms or conditions, groups whose room rates are based in part on a long-term business agreement (including volume corporate business, government accounts, crew rooms, multi-year contracts or similar agreements), or any short-term bookings including business booked to fill short-term cancellations.

Pick-Up Credit

In the event that Group does not meet its Guest Room Revenue Commitments as set forth herein, Hotel and Group agree that a reconciliation will be conducted as follows:

Group will provide its registration list to the Hotel Sales Manager. The Hotel Sales Manager will compare Group’s registration list against Hotel’s list of rooms coded to Group during the Event dates (the “**Hotel List**”). If there are individuals on Group’s registration list that Hotel does not have on the Hotel List that the Hotel determines in its sole discretion should be included in the calculation of the Guest Room Revenue Commitments, in accordance with the rate and method of booking, Hotel will:

- credit the guest room to Group’s Guest Room Revenue Commitments for the relevant dates, and
- include the guest room in the calculation of the complimentary room count, but such guest rooms will not be commissionable.

Room and Space Block Review

Group and Hotel agree to review the Total Guest Room Block and meeting and event space commitments on or before the following dates:

Review Date - From Agreement signing through October 20, 2026

On these review dates the parties will evaluate the Total Guest Room Block and meeting and event space based on review of Group’s previous usage, current pick-up to date and other relevant factors.

On or before **Review Date** October 20, 2026 Group shall be permitted to: (i) reduce its Total Guest Room Block by no more than 5% of the Total Guest Room Block, which equals 53 total guest rooms, and (ii) reduce its applicable Guest Room Revenue Commitments by no more than \$9,553.05.00. Any agreed upon reductions to the Total Guest Room Block will require a proportionate reduction to the meeting and event space that Hotel is holding for the Event.

In the event the Group does not execute a room and space block review by the identified cut-off date, this clause is null and void.

Review Date – From October 20, 2027

On these review dates the parties will evaluate the Total Guest Room Block and meeting and event space based on review of Group’s previous usage, current pick-up to date and other relevant factors.

*On or before **Review Date** October 27, 2027 Group shall be permitted to: (i) reduce its Total Guest Room Block by no more than 5% of the Total Guest Room Block, which equals 53 total guest rooms, and (ii) reduce its applicable Guest Room Revenue Commitments by no more than \$9,553.05.00. Any agreed upon reductions to the Total*



Guest Room Block will require a proportionate reduction to the meeting and event space that Hotel is holding for the Event.

In the event the Group does not execute a room and space block review by the identified cut-off date, this clause is null and void.

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; and (ii) provide transportation to and from such Alternative Hotel for each night 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 Guest Room Revenue Commitments 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 canceled by attendees via a URL provided by Hotel and published by Group to potential Event attendees (usernames 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 **25 Aug 2028**. After the Cut-Off Date, all rooms within the Total Guest Room Block that have not been reserved will be returned to Hotel's general inventory. Reservation requests for rooms within the Total 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 the Guest Room Revenue Commitments. Only actual reservations for Event attendees will be considered valid room reservations. After the Cut-Off Date, canceled 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.

Complimentary Rooms

Hotel will provide Group with one (1) complimentary room for every forty-five (45) revenue-producing guest rooms occupied by Group on a cumulative basis over the Official Event Dates, including up to 2 days pre and post night stays for the scheduled convention tours as noted in the room block grid on page 1. The number of complimentary rooms provided to Group shall be determined by adding together the total actualized room nights per night of consecutive night stays over the Official Event Dates and dividing the total by forty-five (45). The number of actualized room nights credited toward Group's complimentary rooms shall be determined in accordance with the following table:

Room type	Number of Actualized Rooms Credited Toward Complimentary Room Count
City View Queen/Queen	25

Complimentary rooms, discounted guest rooms and suites, and pre-and post-Event rooms, if any, are considered concessions and shall not be included in the calculation of revenue-producing guest rooms to determine the number of complimentary rooms. Complimentary rooms will be credit to the master account.

Placement Fee



The group room rates listed above include a commission of seven (7%) percent on all utilized room nights registered in or outside of the hotel Market Code, payable to William O'Laughlin, with the IATA number listed below. Rooms to include those made before and after the conference. An audit will be offered to compare Hotel's arrival list to the Group's registration list, complimentary, to ensure proper financial and historical documentation of all sleeping rooms utilized by ASALH. Placement fee in non-cancelable nor transferable to any other company. Placement fee will be paid once the Master Account is settled in full within two weeks of departure.

IATA #: 34714584

William O'Laughlin - CMP
PO Box 607,
Holly Springs, NC, 27540

Agency

Group is being represented by **ASSOCIATION FOR THE STUDY OF AFRICAN AMERICAN LIFE AND HISTORY** who Group's sole agent for the Event. Group acknowledges that Agent has complete authority to represent Group in all matters arising under this Agreement. Group acknowledges and agrees that Hotel may act in accordance with the directions given by Agent consistent with this Agreement and that Group will be bound by the agreements made by Agent and will pay all fees, charges, costs and expenses due and owing Hotel in accordance with any such agreements. Agent is the agent of Group and not of hotel. In the event questions arise over amounts paid or payable to Agent under this Agreement, Hotel will abide by the requests or decisions of Group (including, without limitation, providing Group copies of this Agreement and other Event materials). In no event shall Hotel be liable to Agent, if Group terminates Agent, as its agent. Group hereby agrees to defend, indemnify and hold harmless Hotel from any liability arising out of Group's appointment or termination of Agent as its agent or Hotel's payment of amounts owed to Agent.

Guest Room Revenue Commitment - Attrition Policy

By entering into this Agreement, it is understood that Hotel is relying on, and Group is agreeing to provide, the Total Guest Room Revenue Commitment and Group is, therefore, responsible to achieve the Total Guest Room Revenue Commitment during the Event (plus any applicable taxes, service charges and other fees). Hotel agrees to allow Group to reduce its Total Guest Room Revenue Commitment by **20 percent cumulatively** ("Total Guest Room Revenue Minimum"). Should Group's actualized guest room revenue fall below the Total Guest Room Revenue Minimum, Group shall pay as liquidated damages the difference between the Total Guest Room Revenue Minimum and the actualized guest room revenue for the Event, plus any applicable Taxes, service charges, and other mandatory and optional fees, as calculated on a cumulative basis ("Attrition Charges"). Attrition Charges owed to the Hotel under this Section, if any, will be posted to Group's Master Account.

Hotel and Group intend to liquidate the damages suffered by hotel in the event that Group fails to meet the Total Guest Room Revenue Minimum set forth in this Section. Therefore, Group and Hotel agree that: (a) the damages suffered by Hotel in the event that the Total Guest Room Revenue Commitment Minimum 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.

Resale (Attrition)

In the event that Group is unable to pick up enough guest rooms by the Cut-Off Date to meet the Daily Guest Room Revenue Minimums set forth herein and would be liable for payment of Attrition Charges, Hotel shall make commercially reasonable efforts to resell Group's unused guest rooms. Group understands that Hotel sells its remaining inventory first before selling rooms in the Total Guest Room Block that have not been picked up. Any guest room within the Total Guest Room Block that is resold will be considered as being a qualifying resold room if Hotel first sells all its guest rooms outside the Total Guest Room Block. However, on any date Group does not meet its Daily Guest Room Revenue Minimum and Hotel achieves 100% occupancy for that date, the Daily Guest



Room Revenue Minimum for that date will be considered fulfilled and no Attrition Charges will be due for that date. Revenues received by Hotel from any qualifying resold rooms will be credited to the Attrition Charges owed by Group.

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 tentative commitment by Group and any alteration to Group's Guest Room Revenue Commitments or 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. Firm commitment will be honored on space needs 10 months prior to arrival. 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 **January 20, 2028** 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 \$0 (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 26.000% (2028).

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

Program of Events

Event Name	Event Type	Event Time	Attendance	Setup	Room
<u>Event Date: Monday, 18-Sep-2028</u>					
Staff Office	OFFICE	07:00 AM - 11:00 PM	15	OTHER	DAYTONA
Storage	STORAGE	07:00 AM - 11:00 PM	5	OTHER	BOARDROOM 4
Registration	REGISTRATION	04:00 PM - 11:00 PM	1	REGISTRATION	REGISTRATION OFFICE
AV Storage	STORAGE	04:00 PM - 11:59 PM	0	OTHER	CLIENT OFFICE 2
<u>Event Date: Tuesday, 19-Sep-2028</u>					
Staff Office	OFFICE	07:00 AM - 11:00 PM	15	OTHER	DAYTONA
Storage	STORAGE	07:00 AM - 11:00 PM	5	OTHER	BOARDROOM 4
Help Desk	OFFICE	07:00 AM - 08:00 PM	10	OTHER	CLIENT OFFICE 4
Registration	REGISTRATION	04:00 PM - 11:00 PM	1	REGISTRATION	REGISTRATION OFFICE
AV Storage	STORAGE	04:00 PM - 11:59 PM	0	OTHER	CLIENT OFFICE 2
<u>Event Date: Wednesday, 20-Sep-2028</u>					
Meal Room	LUNCH / MEETING	06:00 AM - 11:59 PM	300	BANQT RNDS 10	GRAND 1, 2 & 3
Staff Office	OFFICE	07:00 AM - 11:00 PM	15	OTHER	DAYTONA
Storage	STORAGE	07:00 AM - 11:00 PM	5	OTHER	BOARDROOM 4
Help Desk	OFFICE	07:00 AM - 08:00 PM	10	OTHER	CLIENT OFFICE 4
Exhibits	EXHIBIT	08:00 AM - 05:00 PM	10	10X10 EXHIBITS	SKY BRIDGE - 3RD FLOOR
Meeting	MEETING	08:00 AM - 05:00 PM	500	CRESCENT ROUNDS	CLEARWATER
Meeting	MEETING	08:00 AM - 05:00 PM	40	CRESCENT RNDS 6	ST. JOHNS



Event Name	Event Type	Event Time	Attendance	Setup	Room
Exhibits	EXHIBIT	08:00 AM - 05:00 PM	10	OTHER	ORLANDO
Breakout	BREAK OUT	08:00 AM - 05:00 PM	80	THEATER	CITY TERRACE 12
Breakout	BREAK OUT	08:00 AM - 05:00 PM	70	THEATER	CITY TERRACE 11
Breakout	BREAK OUT	08:00 AM - 05:00 PM	70	THEATER	CITY TERRACE 10
Breakout	BREAK OUT	08:00 AM - 05:00 PM	80	THEATER	CITY TERRACE 9
Breakout	BREAK OUT	08:00 AM - 05:00 PM	75	THEATER	CITY TERRACE 8
Breakout	BREAK OUT	08:00 AM - 05:00 PM	70	THEATER	CITY TERRACE 7
Breakout	BREAK OUT	08:00 AM - 05:00 PM	70	THEATER	CITY TERRACE 6
Breakout	BREAK OUT	08:00 AM - 05:00 PM	70	THEATER	CITY TERRACE 5
Breakout	BOXED LUNCH	08:00 AM - 05:00 PM	80	THEATER	CITY TERRACE 4
Plenary	GENERAL SESSION	08:30 AM - 11:00 PM	200	OTHER	GRAND 4
Registration	REGISTRATION	04:00 PM - 11:00 PM	1	REGISTRATION	REGISTRATION OFFICE
AV Storage	STORAGE	04:00 PM - 11:59 PM	0	OTHER	CLIENT OFFICE 2

Event Date: Thursday, 21-Sep-2028

Meal Room	LUNCH / MEETING	06:00 AM - 11:59 PM	300	BANQT RND5 10	GRAND 1, 2 & 3
Staff Office	OFFICE	07:00 AM - 11:00 PM	15	OTHER	DAYTONA
Storage	STORAGE	07:00 AM - 11:00 PM	5	OTHER	BOARDROOM 4
Help Desk	OFFICE	07:00 AM - 08:00 PM	10	OTHER	CLIENT OFFICE 4

Event Name	Event Type	Event Time	Attendance	Setup	Room
Exhibits	EXHIBIT	08:00 AM - 05:00 PM	10	10X10 EXHIBITS	SKY BRIDGE - 3RD FLOOR
Meeting	MEETING	08:00 AM - 05:00 PM	500	CRESCENT ROUNDS	CLEARWATER
Meeting	MEETING	08:00 AM - 05:00 PM	40	CRESCENT RND5 6	ST. JOHNS
Exhibits	EXHIBIT	08:00 AM - 05:00 PM	10	OTHER	ORLANDO
Breakout	BREAK OUT	08:00 AM - 05:00 PM	80	THEATER	CITY TERRACE 12
Breakout	BREAK OUT	08:00 AM - 05:00 PM	70	THEATER	CITY TERRACE 11
Breakout	BREAK OUT	08:00 AM - 05:00 PM	70	THEATER	CITY TERRACE 10
Breakout	BREAK OUT	08:00 AM - 05:00 PM	80	THEATER	CITY TERRACE 9
Breakout	BREAK OUT	08:00 AM - 05:00 PM	75	THEATER	CITY TERRACE 8
Breakout	BREAK OUT	08:00 AM - 05:00 PM	70	THEATER	CITY TERRACE 7
Breakout	BREAK OUT	08:00 AM - 05:00 PM	70	THEATER	CITY TERRACE 6
Breakout	BREAK OUT	08:00 AM - 05:00 PM	70	THEATER	CITY TERRACE 5
Breakout	BOXED LUNCH	08:00 AM - 05:00 PM	80	THEATER	CITY TERRACE 4
Plenary	GENERAL SESSION	08:30 AM - 11:00 PM	200	OTHER	GRAND 4
Registration	REGISTRATION	04:00 PM - 11:00 PM	1	REGISTRATION	REGISTRATION OFFICE
AV Storage	STORAGE	04:00 PM - 11:59 PM	0	OTHER	CLIENT OFFICE 2
Registration	REGISTRATION	04:00 PM - 11:00 PM	1	REGISTRATION	REGISTRATION OFFICE

Event Date: Friday, 22-Sep-2028



Event Name	Event Type	Event Time	Attendance	Setup	Room
Meal Room	LUNCH / MEETING	06:00 AM - 11:59 PM	300	BANQT RNDS 10	GRAND 1, 2 & 3
Staff Office	OFFICE	07:00 AM - 11:00 PM	15	OTHER	DAYTONA
Storage	STORAGE	07:00 AM - 11:00 PM	5	OTHER	BOARDROOM 4
Help Desk	OFFICE	07:00 AM - 08:00 PM	10	OTHER	CLIENT OFFICE 4
Exhibits	EXHIBIT	08:00 AM - 05:00 PM	10	10X10 EXHIBITS	SKY BRIDGE - 3RD FLOOR
Meeting	MEETING	08:00 AM - 05:00 PM	500	CRESCENT ROUNDS	CLEARWATER
Meeting	MEETING	08:00 AM - 05:00 PM	40	CRESCENT RNDS 6	ST. JOHNS
Exhibits	EXHIBIT	08:00 AM - 05:00 PM	10	OTHER	ORLANDO
Breakout	BREAK OUT	08:00 AM - 05:00 PM	80	THEATER	CITY TERRACE 12
Breakout	BREAK OUT	08:00 AM - 05:00 PM	70	THEATER	CITY TERRACE 11
Breakout	BREAK OUT	08:00 AM - 05:00 PM	70	THEATER	CITY TERRACE 10
Breakout	BREAK OUT	08:00 AM - 05:00 PM	80	THEATER	CITY TERRACE 9
Breakout	BREAK OUT	08:00 AM - 05:00 PM	75	THEATER	CITY TERRACE 8
Breakout	BREAK OUT	08:00 AM - 05:00 PM	70	THEATER	CITY TERRACE 7
Breakout	BREAK OUT	08:00 AM - 05:00 PM	70	THEATER	CITY TERRACE 6
Breakout	BREAK OUT	08:00 AM - 05:00 PM	70	THEATER	CITY TERRACE 5
Breakout	BOXED LUNCH	08:00 AM - 05:00 PM	80	THEATER	CITY TERRACE 4
Plenary	GENERAL SESSION	08:30 AM - 11:00 PM	200	OTHER	GRAND 4

Event Name	Event Type	Event Time	Attendance	Setup	Room
Registration	REGISTRATION	04:00 PM - 11:00 PM	1	REGISTRATION	REGISTRATION OFFICE
AV Storage	STORAGE	04:00 PM - 11:59 PM	0	OTHER	CLIENT OFFICE 2
Registration	REGISTRATION	04:00 PM - 11:00 PM	1	REGISTRATION	REGISTRATION OFFICE

Event Date: Saturday, 23-Sep-2028

Meal Room	LUNCH / MEETING	06:00 AM - 11:59 PM	300	BANQT RNDS 10	GRAND 1, 2 & 3
Staff Office	OFFICE	07:00 AM - 11:00 PM	15	OTHER	DAYTONA
Storage	STORAGE	07:00 AM - 11:00 PM	5	OTHER	BOARDROOM 4
Help Desk	OFFICE	07:00 AM - 08:00 PM	10	OTHER	CLIENT OFFICE 4
Exhibits	EXHIBIT	08:00 AM - 05:00 PM	10	10X10 EXHIBITS	SKY BRIDGE - 3RD FLOOR
Meeting	MEETING	08:00 AM - 05:00 PM	500	CRESCENT ROUNDS	CLEARWATER
Meeting	MEETING	08:00 AM - 05:00 PM	40	CRESCENT RNDS 6	ST. JOHNS
Exhibits	EXHIBIT	08:00 AM - 05:00 PM	10	OTHER	ORLANDO
Breakout	BREAK OUT	08:00 AM - 05:00 PM	80	THEATER	CITY TERRACE 12
Breakout	BREAK OUT	08:00 AM - 05:00 PM	70	THEATER	CITY TERRACE 11
Breakout	BREAK OUT	08:00 AM - 05:00 PM	70	THEATER	CITY TERRACE 10
Breakout	BREAK OUT	08:00 AM - 05:00 PM	80	THEATER	CITY TERRACE 9
Breakout	BREAK OUT	08:00 AM - 05:00 PM	75	THEATER	CITY TERRACE 8
Breakout	BREAK OUT	08:00 AM - 05:00 PM	70	THEATER	CITY TERRACE 7



Event Name	Event Type	Event Time	Attendance	Setup	Room
Breakout	BREAK OUT	08:00 AM - 05:00 PM	70	THEATER	CITY TERRACE 6
Breakout	BREAK OUT	08:00 AM - 05:00 PM	70	THEATER	CITY TERRACE 5
Breakout	BOXED LUNCH	08:00 AM - 05:00 PM	80	THEATER	CITY TERRACE 4
Plenary	GENERAL SESSION	08:30 AM - 11:00 PM	200	OTHER	GRAND 4
Registration	REGISTRATION	04:00 PM - 11:00 PM	1	REGISTRATION	REGISTRATION OFFICE
AV Storage	STORAGE	04:00 PM - 11:59 PM	0	OTHER	CLIENT OFFICE 2
Registration	REGISTRATION	04:00 PM - 11:00 PM	1	REGISTRATION	REGISTRATION OFFICE
Event Date: Sunday, 24-Sep-2028					
Staff Office	OFFICE	07:00 AM - 11:00 PM	15	OTHER	DAYTONA
Registration	REGISTRATION	04:00 PM - 11:00 PM	1	REGISTRATION	REGISTRATION OFFICE
AV Storage	STORAGE	04:00 PM - 11:59 PM	0	OTHER	CLIENT OFFICE 2
Event Date: Monday, 25-Sep-2028					
Staff Office	OFFICE	07:00 AM - 05:00 PM	15	OTHER	DAYTONA

Food and Beverage Revenue Commitment

By entering into this Agreement, Group agrees to provide a minimum of **\$55,000.00** in meeting and event food and beverage revenue (the "Food and Beverage Revenue Commitment"). The Food and Beverage Revenue Commitment **excludes** services charges, taxes, audio visual, parking or other associated expenses applicable at the time of the Event.

Should Group's actual 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 applying any permissible reduction) and the actualized 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.

In order for the Hotel to prepare appropriately for food and beverage events, Group agrees to provide menu choices and number of attendees at least fourteen (14) days prior to the first day of the Event. A surcharge of up to five percent (5%) will be assessed for menu selections or changes that are received less than fourteen (14) days prior to the first day of the Event. Group agrees to provide the guaranteed final number of attendees at least seven (7) days prior to the first day of the Event.

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.

All banquet food and beverage arrangements must be made through hotel. Only food and beverages 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.

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

Service Charges and Administrative Fees

A mandatory taxable charge equal to 15.00% of the Food and Beverage Revenue, which is not included in the Food and Beverage Revenue Commitment amount, will be distributed to the service staff banquet servers, captains, set-up, and stewarding personnel as a gratuity.



Group also agrees to pay a separate charge of 11% of the Food and Beverage Revenue, which is not included in the Food and Beverage Revenue Commitment, as an administrative fee, which will be retained by the Hotel to cover administration of the banquet, special function, or package deal, is not a tip or gratuity, and will not be distributed as a tip or gratuity to the employees who provided service at your Event.

Any additional fees imposed for optional services that Group may separately request for the Event (for example bars, culinary stations, audio visual, parking or other optional services) are not a tip, gratuity or service charge for hotel service personnel (e.g., wait staff, service bartenders or service employees).

Except as otherwise specifically identified in this agreement, no other charges in this contract are purported or intended to be a gratuity for the service staff and no other charges will be distributed to the service staff as a gratuity.

The service charges and administrative fees, if applicable, may be subject to sales or other Taxes in effect at the time of the Event. Group and its attendees may provide a tip to Hotel's staff in addition to the service charge. All service charges and administrative fees will be posted to Group's Master Account.

Special Considerations

Based on Eighty percent pick up of guest room block, group will be offered the following special considerations:

- One (1) complimentary One-Bedroom St. Johns Suite arriving 9/17/2028 and Departing 9/24/2028.
- One (1) complimentary One-Bedroom Presidential Suite arriving 9/19/2028 and Departing 9/24/2028.
- Twelve (12) Staff rooms per night at a deeper discounted rate of \$144.00, arriving 9/17/2028 and departing 9/24/2028. With access to concierge level. (Note lounge is not open on weekends)
- One (1) complimentary guestroom per forty-five (45) guestrooms booked and paid for by Group on a cumulative basis and credited to the Master Account.
- Hotel to offer a three-week cut-off date for hotel reservations and extend this date, should there be availability without displacing other business. Hotel to offer a web-based website or booking link to process attendee hotel reservations.
- Complimentary internet access in all of the sleeping rooms during the conference.
- Up to ten (10) complimentary guest room nights for to be used for planning site visits, must be used before September 10, 2028.
- Ten (10) Government rated sleeping rooms over their conference dates at prevailing per diem, arriving 9/21/2028 and departing 9/24/2028.
- Up to 8mbps complimentary internet in meeting and exhibit spaces assigned.
- 15% discount on AV equipment rental if in-house AV provider is utilized exclusively (excludes: rigging, power, and labor).
- One (1) complimentary microphone for General Session with house sound.
- One (1) complimentary microphone for Meal room with house sound.
- Complimentary handling of two (2) banners, provided by the Group.
- Group to provide floor plan of exhibit space to Event Planning Manager to be submitted to Jacksonville Fire Marshall as outlined in Hotel Information Sheet; One (1) review complimentary. Additional reviews subject to fees.
- Executive Chef to create custom menus at the following price points based on 2025 pricing plus service fee and tax.
- Catering menu pricing is as follows:
 - \$57.00++ (26% service charge, plus 7.5% state sales tax) for lunch buffet - menu to have (2) entrée's, three vegetables, starch, salad, C/T/D and desserts. This price covers ASALH Board Meeting on Wednesday and Luncheons on Thursday – Saturday.
 - \$69.00++ (26% service charge, plus 7.5% state sales tax) for plated dinner (Saturday) entrée, vegetable, starch, salad, C/T/D and dessert

- \$42.00++ (26% service charge, plus 7.5% state sales tax) for full breakfast buffet (Sunday) A separate vegan option needs be provided. Hotel to offer specific menus suggestions for ASALH to review.
- Coffee per gallon not to cost more than \$96.75 (26% service charge, plus 7.5% state sales tax)
- \$37.00++(26% service charge, plus 7.5% state sales tax) for continental breakfast (Menus May Vary)
- 2028 Bartender fees: Bartenders each, up to three hours: \$200.00
- 2028 Hosted, Cash and Consumption bars have a beverage minimum of \$500 per bar spend. All prices subject to 26% service charge and 7.5% State Sales Tax, subject to change.
- If group decides to add additional catering functions, in addition to the above listed Events, Hotel agrees to work with Group on creating custom discounted menus for this new Event.
- Discounted self parking of \$15.00 per vehicle, per day. (5) self Complimentary passess for Local Arrangements Committee.
- Up to (25) complimentary easels and (25) podiums during the conference, not to exceed available inventory.
- Group rooms rates will be honored three (3) days pre and three (3) days post event, based on availability of contracted room type and Group rate and approved at Hotel's sole discretion with ASALH planners.
- Complimentary handling/ receiving for up to 40 boxes, no earlier than 2 business days or September 15, 2028 prior to conference date.
- Complimentary meeting room signage (electronic readerboards).
- All meeting room, registration tables, linens, easels, skirts, water, pads, pens, candies, risers, will be offered complimentary; not to exceed hotel inventory.
- Hotel will be fully ADA compliant.
- Group will need 20% single occupancy and 80% double occupancy.
- Hotel to provide the ASALH Market Code (ASALH), or booking link when block is available for booking. Reservation site must include information on parking, shuttle service to the hotel, must have the room rate in text so that you can see if before making the reservation, etc.
- Hotel will offer a permanent, lock-able registration counter and pre function area will be made available throughout the ASALH Conference with complimentary internet starting on Tuesday.
- No set-up or breakdown AV charges throughout the conference. Daily rental fee only. TBD by Encore Audio Visual
- Hotel to offer the group complimentary meeting room, banquet and exhibit hall rental for the conference, based on sleeping room and catering minimums met. Encore Event Technologies to work with Group directly for AV quote.
- All meeting and exhibit space will be held on a 24-hour basis until *(60) days *prior to arrival. Should there be a request from the hotel to sell this space to other groups, hotel to place this request in writing for ASALH to deny or release back to the hotel.
- After the contract is signed, any minor or major changes or space requests from the hotel to ASALH will need to be in writing in a form of an "addendum" in order for space to released back to the hotel to sell to "other" groups.
- Contract catering contribution of \$55,000.00++based on what is in their program.
- Concierge access for 25 guests–Sept 17 to 24th, 2028. (not available on weekends)
- Complimentary meeting, exhibit and banquet space with \$55,000.00 in catering and 80% of sleeping rooms occupied on a cumulative basis, to include all ASALH made reservations because of this convention.
- All meeting room, registration tables, linens, easels, skirts, water, pads, pens, candies, risers, will be offered complimentary; not to exceed hotel inventory.
- Hotel to offer a pre and post con for this conference.
- No charge to the group for allowing a videographer to be in the hotel during their conference.
- Hotel to provide one complimentary piano for use on Friday - Sunday morning, day of departure in the morning; based on availability. Group will be responsible for tuning the piano. Upon request, Event Planning Manager to send Group with piano tuning recommendations based on local options available in 2028.
- To the best of the Hotel's ability, Hotel to offer any public parking areas within a 1 block radius and provide the current parking rates; Visit Jax to assist.
- Hotel to offer a post-conference report with impact on hotel outlets, and other information within 30 business days following the conference
 - Hyatt Points for both the ASALH Executive Director and third party



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.

 X Housekeeping gratuities will be up to the individual's discretion.

Payment

If Group requests direct billing to a Master Account (as defined below), a completed credit application (which will be provided to Group by Hotel upon request) must be returned to Hotel for approval at least sixty (60) days prior to arrival. 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. A "Master Account" is a record of all charges and transactions made during the Event to be paid for directly by Group.

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 **\$10,000.00 payable one year prior to event start date** payable as set forth in the table below. All deposits will be credited towards any Attrition Charges or Cancellation Charges 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.

Group shall also provide a contingency deposit for additional items or services requested and provided during the Event, equal to 20% of the estimated Master Account charges ("Contingency Deposit"), due on same date as the final deposit below. The Contingency Deposit will be credited toward any additional amounts charged for additional items or services requested and provided during the Event, and, if applicable, any other outstanding amounts owed by Group to Hotel. Any portion of the Contingency Deposit remaining after payment of such additional items and outstanding amounts will be refunded to Group.

Billing Arrangements

Group shall be responsible for room, tax, charges for the Meeting and Event Space Rental Fee, incidentals and all other service charges. These charges will be billed to the Master Account only if credit approval is granted in accordance with Hotel's credit approval process. Group appoints **ASALH – Executive Director** to review and approve all charges billed to the Master Account.

Construction or Renovation

In the event Hotel's facilities will be undergoing any material non-emergency construction or renovation during the Official Event Dates, Hotel shall promptly notify Group, and discuss the circumstances surrounding such construction or renovation. If Hotel and Group determine that Hotel's planned construction or renovation will



materially interfere with Group’s access and use of Hotel’s facilities needed to host the Event, Group shall have the right to cancel this Agreement without liability within five (5) days following its receipt of notice from Hotel of such construction or renovation upon written notice to Hotel. In such event, Hotel will refund any deposits or pre-payments made by Group and will use commercially reasonable efforts to assist Group in finding suitable alternative accommodations.

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 19-Jun-2028 through the first day of the Event	\$174,848.80 (80% of the Total Guest Room Revenue Commitment, 40% of Food and Beverage Revenue Commitment)
From 21-Mar-2028 through 18-Jun-2028	\$150,242.70 (70% of the Total Guest Room Revenue Commitment, 30% of Food and Beverage Revenue Commitment)
From 18-Sep-2027 through 20-Mar-2028	\$109,330.00 (50% of the Total Guest Room Revenue Commitment, 25% of Food and Beverage Revenue Commitment)
Agreement signing through 17-Sep-2027	\$84,714.00 (40% of the Total Guest Room Revenue Commitment, 15% of Food and Beverage Revenue Commitment)

Payment of the Cancellation Charges shall be made by Group to Hotel at the time this Agreement is canceled. 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 table.

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 any costs, losses, expenses, damages, and/or liabilities, including reasonable attorneys' fees, resulting from any third-party claim, action, or cause of action arising out of: (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, attendees, invitees, and representatives harmless from and against all costs, losses, expenses, damages, and/or liabilities, including reasonable attorneys' fees, arising out of or resulting from any third-party claim, action, or cause of action alleging: (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.

Limitation of Liability

Except for damages covered by the indemnifying party's indemnification obligations under this Agreement, 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. 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.

Insurance

Group and Hotel shall each maintain sufficient insurance to insure their respective indemnification obligations set forth in this Agreement, 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. 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.

Damage to Hotel Premises

Group shall be responsible for all damage to the hotel premises caused by Group, its agents, contractors, attendees or invitees. 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.

Public Access Laws

Hotel acknowledges its obligation to comply with the public accommodations requirements of the Americans with Disabilities Act or any equivalent applicable 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.

Assignment

Under no circumstances may Group, Agent or anyone else acting on behalf of Group, assign, transfer or resell to a third party its rights or obligations under this Agreement, including, without limitation, Group's reservation or commitments regarding guest rooms, meeting and event space, food and beverage events or other contracted facilities or services under this Agreement. Nothing herein shall be construed as prohibiting or limiting Hotel's right to assign the Agreement or any of its rights or obligations hereunder. Subject to the foregoing, this Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assigns.

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; or (iii) 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.

Confidentiality

Each party hereby agrees that all information gathered or learned about the other party resulting from or otherwise arising out of this Agreement (excluding personal data, which is addressed exclusively in the following Section ("Privacy of Personal Information"), collectively "Confidential Information") shall remain confidential at all times and each party will use commercially reasonable efforts to limit disclosure to those necessary for performance of the Agreement. Group, and not Hotel, is solely responsible for safeguarding, collecting, or destroying its Confidential Information distributed or circulated by Group to Event attendees during any portion of the Event.

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.

Hotel Name and Trademark

Except for using the name and address of the hotel for the limited purpose of identifying the location of the Event, Group shall not use the name, trademark or logo or any other proprietary designation of Hotel in any advertising or promotional material without the prior written permission of Hotel. Group shall comply with the terms and conditions required by Hotel for such use.

Human Rights/Combating Human Trafficking

At Hyatt, we respect the fundamental human rights of all people and have taken an aggressive approach to prevent human trafficking both at Hyatt properties and more broadly in the hospitality industry. For more information about our human trafficking prevention efforts, please visit the World of Care website 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.

Arbitration

The parties agree that any and all claims, controversies or disputes between the parties arising out of Group's failure to achieve applicable revenue commitments or Group's or Hotel's cancellation or termination of this Agreement ("Attrition and Cancellation Claims") shall be submitted to arbitration before a single arbitrator in the city or county in which Hotel's premises are located. The arbitration proceedings shall be conducted in accordance with: (i) for U.S. hotels, the Commercial Arbitration Rules of the American Arbitration Association; or (ii) for all non-U.S. hotels, the applicable rules of the International Centre for Dispute Resolution, or such other dispute resolution provider as otherwise agreed to by the parties. The arbitration proceedings shall be completed as soon as possible but not more than sixty (60) days after the appointment of an arbitrator. The parties agree to produce and exchange documents within ten (10) days of appointment of an arbitrator, unless otherwise agreed. The parties expressly agree that the arbitration shall be final and binding on the parties and judgment may be entered upon the award and may be enforced by appropriate judicial action in any state or federal court having jurisdiction thereof. The



parties agree that the arbitrator shall adhere faithfully to the laws of the State or Province in which Hotel's premises are located and that the arbitrator shall award to the prevailing party in arbitration the reasonable attorneys' fees and costs expended in connection with any arbitration conducted under this provision.

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). Except for Attrition and Cancellation Claims, which shall be resolved pursuant to arbitration as described in this Agreement, 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.

Attorney's 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 Total Guest Room Block and/or meeting and event 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.

Each party represents and warrants that the individual below is authorized to sign this Agreement on the party's behalf, and when executed, this Agreement shall constitute a binding agreement between Group and Hotel.

By Hotel's
Authorized Representative

By:

By Group's
Authorized Representative

By:



Name: Janice Middlestadt

Name: Sylvia Cyrus

Title: Senior Sales Manager

Title: Executive Director

Date: 03/31/2025

Date: March 31, 2025

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 \$15,000. To ensure ample time for processing, your request for direct billing must be received 30 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-six percent (26%) 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 system usage charge and hotel liaison fees will apply. Rigging, internet services, and power must be arranged through Encore Event Technologies, the hotels 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

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 \$34.00 per car, per day for self-parking and \$44.00 per car, per day for valet parking. Applicable sales tax applies. Parking is on a space availability basis and allow for in and out privileges. Rates may vary for special events.

FOOD AND BEVERAGE EVENTS

Menu choices are due twenty-one (21) calendar-days prior to the first day of the events. Guaranteed numbers for Food and Beverage Events are due fourteen (14) calendar-days prior to the first day of the event. Guarantees may be adjusted up to seven (7) calendar-days prior to the first day of 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) \$12.00
- Medium Box (11-25 lbs.) \$16.00
- Large Box (26 – 50 lbs) \$18.00
- Extra Large Box (50 lbs. or more) \$40.00
- Display cases/hard cases w/wheel \$65.00
- Pallets are \$200.00

The Hotel accepts no responsibility for the return of packages or shipments at the conclusion of your function. Guest need to provide their own pre-paid label and pre-schedule their package pick up during normal business hours.

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. 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) 8/2024