

QUICK CONFIRMATION AGREEMENT



EMBASSY SUITES by Hilton

Panama City Beach Resort

Embassy Suites by Hilton Panama City Beach Resort
16006 Front Beach Road
Panama City Beach, Florida 32413

This Quick Confirmation Agreement ("Agreement") is by and between Florida Sports Foundation ("Group") and The St. Joe Company ("Owner") d/b/a Embassy Suites by Hilton Panama City Beach Resort (the "Hotel").

Especially Prepared for:		Event & Hotel Information:	
Group Contact:	Joe Piotrowski	Name of "Event":	Florida Sports Summit
Title:	Director of Marketing Partnerships	Date(s) of Event:	May 19-23, 2024
Company Name:	Florida Sports Foundation		
Address:	1203 Governors Square Blvd Ste. 300	Hotel Contact:	Valerie Drake
City, State, Zip:	Tallahassee, FL 32301	Title:	Senior Sales Manager
Phone:	(850) 577-7214	Phone:	(850) 704-8864
Email:	jpiotrowski@playinflorida.com	Email:	valerie.drake@hilton.com

Room Block and Rates: Hotel is pleased to confirm the following negotiated group room rates

	Sunday May 19, 2024		Monday May 20, 2024		Tuesday May 21, 2024		Wednesday May 22, 2024	
	Rooms	Rate	Rooms	Rate	Rooms	Rate	Rooms	Rate
Run of House Suites	20	\$209.00	90	\$209.00	90	\$209.00	80	\$209.00

TOTAL SLEEPING ROOM NIGHTS RESERVED: 290

Group room rates are based on Single/Double Occupancy. For additional guests the fee is \$20.00 per guest / per room / per night

Group room rates as noted in the "Room Block" above are not, non-commissionable and are quoted *exclusive* of applicable state and local taxes, fees and assessments

For those attendees that book a room in the official Room Block over the peak Event dates, quoted sleeping room rates will be offered to Group's attendees, based on availability of contracted room type(s), 3 days before and 3 days after the above Event dates.

Taxes: Group agrees to pay any and all federal, state, municipal or other taxes, fees, or assessments applicable at time of check-in or on day of scheduled event(s). Currently, the sales tax rate is seven percent (7%), the hotel occupancy tax rate is five percent (5%) (subject to change without notice).

City Merchant Fee: A one percent (1%) fee will be assessed on any revenue charged by the Embassy Suites by Hilton Panama City Beach Resort including but not limited to guest sleeping rooms, resort fees, F&B charges, banquet service charges, valet fees, gift shop/sundry charges, room rental/site fees, late/early departure fees and fees for additional guests in room. City Merchant Fee is a fee, not a tax and will remain applicable to groups and/or individuals that may be eligible for tax exempt status.

Resort Fees: Group room rates are quoted *exclusive* of applicable resort fees. Therefore, in addition to the group room rates set forth in this Agreement, there will be a daily resort fee, currently \$22.00 per room, per night, plus applicable state and local tax, that will be posted to all guest rooms to cover the following items, services and/or amenities (which are subject to change without notice).

Daily Resort Fee includes basic guestroom internet access (up to two devices), 1-800/local calls; two bottles of water daily; two snacks daily; two Hour Bike Rental for two guests daily; Dive-In Movies and other Resort Activities.

Valet Parking Fee: Resort is a Valet only property and does not allow self-parking. Valet parking services are available for \$22 per vehicle per night or \$15 per vehicle for day only.

Group is responsible for informing Group's attendees of all applicable fees as such fees are separate and distinct from the negotiated group room rate(s) and applicable taxes. Should any attendee object to paying a mandatory daily fee (such as a daily resort fee and taxes (if any)) on the basis of inadequate notice of the fee by the Group, the fees to which such guest objects shall be posted to the Group's Master Account for payment by Group.

Schedule of Events and Function Space Charges:

Date	Start Time	End Time	Function	Room*	Setup	Ant	Room Rental
Sun. 05/19/24	8:00 AM	11:59 PM	Staff Office	Pier Conference Room	Special Setup Instructions	15	Waived
Mon. 05/20/24	6:00 AM	11:59 PM	Staff Office	Pier Conference Room	Special Setup Instructions	15	Waived
Mon. 05/20/24	9:00 AM	5:00 PM	Registration	Pier Foyer	Registration	80	Waived
Mon. 05/20/24	10:00 PM	11:59 PM	Overtime Networking On Own	Blu Bar & Grill	Existing Setup	50	Waived
Tue. 05/21/24	6:00 AM	11:59 PM	Staff Office	Pier Conference Room	Special Setup Instructions	15	Waived
Tue. 05/21/24	8:30 AM	9:30 AM	Breakfast	Vue55	Special Setup Instructions	120	Waived
Tue. 05/21/24	8:30 AM	5:00 PM	Registration	Pier Foyer	Registration	120	Waived
Tue. 05/21/24	9:30 AM	12:00 PM	B2B Appointments	Vue55	Special Setup Instructions	40	Waived
Tue. 05/21/24	12:00 PM	1:00 PM	TBD Lunch	Dunes Ballroom	Existing Setup	1	Waived
Tue. 05/21/24	4:00 PM	6:30 PM	Real Fun Meetings Networking at Pool	Pool	Special Setup Instructions	80	Waived
Tue. 05/21/24	6:30 PM	7:00 PM	Cocktail 1/2 Hour	Dunes Ballroom Foyer	Reception	120	Waived
Tue. 05/21/24	7:00 PM	8:30 PM	Larry Pennington Awards Dinner	Dunes Ballroom	Round Tables of 10	120	Waived
Tue. 05/21/24	10:00 PM	11:59 PM	Extra Innings Networking On Own	Blu Bar & Grill	Existing Setup	50	Waived
Wed. 05/22/24	6:00 AM	11:59 PM	Staff Office	Pier Conference Room	Special Setup Instructions	15	Waived
Wed. 05/22/24	8:30 AM	9:30 AM	Breakfast	Dunes Ballroom Foyer	Special Setup Instructions	120	Waived
Wed. 05/22/24	8:30 AM	4:00 PM	Registration	Pier Foyer	Registration	1	Waived
Wed. 05/22/24	9:30 AM	12:30 PM	Education & State of the State	Dunes Ballroom	Start in Breakouts then Open Air-Walls	120	Waived
Wed. 05/22/24	12:00 PM	1:00 PM	TBD Lunch	Dunes Ballroom	Existing Setup	1	Waived
Wed. 05/22/24	10:00 PM	11:59 PM	TBD Networking On Own	Blu Bar & Grill	Existing Setup	50	Waived
Thu. 05/23/24	6:00 AM	2:00 PM	Staff Office	Pier Conference Room	Special Setup Instructions	15	Waived

- *Subject to change without notice.
- Group agrees to confirm with Hotel the assigned function space before printing any materials listing specific meeting or function locations.
- Ant = Anticipated

Gratuity & Service Charge: The combined gratuity and service charge that is in effect on the day of Group's Event will be added to Group's Master Account. Currently, the combined charge is equal to 24% of the food and beverage total, plus any applicable state and/or local taxes.

GROUP CONCESSIONS:

- Complimentary basic wireless internet in meeting space for duration of events.
- Complimentary Meeting Space with a \$22,000.00 Food & Beverage Commitment.
- (10) Upgrades to Gulf View Suites at the Group Run of House Rate

Summary of Revenue Anticipated by Hotel from this Agreement: For Group's information and guidance, the following chart illustrates the total potential value of Group's Event. The Hotel has offered the negotiated group room rates, meeting room inventory and other concessions in this Agreement based upon the total revenue contracted, as well as additional revenue from providing additional services to Group and Group's attendees at additional charge. Any requests for additional sleeping rooms, meeting rooms, function space and/or food and beverage to be added after Agreement signing will be subject to availability, and agreed upon changes would be confirmed in a written amendment to this Agreement signed by both parties.

Summary of Revenue Anticipated by Hotel from this Agreement	
Total Anticipated Sleeping Room Revenue: <small>Total Anticipated Sleeping Room Revenue does not include applicable federal, state, or local taxes or any other fees.</small>	\$60,610.00
Total Anticipated Resort Fee Revenue: <small>Total Anticipated Resort Fee Revenue does not include applicable federal, state, or local taxes or any other fees.</small>	\$6,380.00
Total Anticipated Food and Beverage Revenue: <small>Total Anticipated Food and Beverage Revenue does not include gratuities, service charges, supplemental surcharges, applicable federal, state or local taxes or any other fees outside of food and beverage product sales.</small>	\$22,000.00
Total Anticipated Meeting Room Rental Fees: <small>Any discounts on Meeting Room Rental Fees are based on Group's achievement of performance requirements.</small>	\$0
"Total Anticipated Revenue":	\$88,990.00

Option Dates: These arrangements are being held on a first option basis until December 29, 2023 (the "Option Period"). However, should other business opportunities arise such that Hotel is in a position to confirm immediately, Group will be advised and given 72 hours, or until the end of Group's Option Period (whichever is shorter) to confirm this Agreement on a definite basis by returning a signed copy of this Agreement to Hotel, or to enable

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alternate dates to be researched and offered for Group's use. Please note that it is Group's responsibility to notify Hotel if Group needs to request an extension of Group's Option Period. If Hotel does not receive a signed copy of this Agreement by **December 29, 2023**, Hotel may, at Hotel's sole option and with no notice required, release this first option, or may continue to hold the arrangements, or may review and revise Hotel's rates. No cancellation fee shall apply if Hotel releases this first option.

Additional Terms and Conditions: By signing where indicated below, Group is agreeing that in addition to the terms and conditions of this Agreement as outlined herein, this Agreement is also comprised of all the general terms and conditions set forth in the Quick Confirmation Agreement – Additional Terms and Conditions (collectively, the "Additional Terms and Conditions") located on the following web site: <http://hiltondistribution.com/quick-confirmation/addterms.htm>.

Entire Agreement: This Agreement, together with the Standard Terms and Conditions (attached hereto and incorporated herein by reference), the above-referenced Additional Terms and Conditions, appendices, addenda and exhibits attached hereto (if any), upon signature by both parties below, constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by the parties. This Agreement will become a binding commitment upon signature by both Group and Hotel (even if signed after the Option Period). Hotel will use the Signify system for the Hotel to upload the Agreement for eSignature by the parties. If for any reason this Agreement is returned signed by Group but with changes, it shall not constitute an acceptance, but rather a counteroffer by Group that may be accepted or rejected by the Hotel in Hotel's sole discretion.

The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign

ACCEPTED AND AGREED TO:

GROUP: Florida Sports Summit	HOTEL: The St. Joe Company d/b/a Embassy Suites by Hilton Panama City Beach Resort
By: 	By: 
Name: <u>Edward D. Price</u>	Name: Valerie Drake
Title: <u>V.P. Finance and Administration</u>	Title: Senior Sales Manager
Dated: <u>12/21/2023</u>	Dated: <u>12/21/23</u>

STANDARD TERMS AND CONDITIONS

Method of Reservations: Reservations will be made:
 directly by the attendee. Staff and VIP reservations may also be made via Rooming List.

Cut-Off Date: In order to assign specific room types to Group's attendees, each sleeping room in the Room Block must be confirmed in the manner described below no later than April 19, 2024. This date will be known as the "Cut-Off Date." After the Cut-Off Date, the Hotel will continue to hold any rooms in Group's Room Block not assigned to a specific attendee for Group if Group guarantees payment of such rooms to the Master Account. If Group has not prepaid such rooms or guaranteed such rooms (but only if Group has established Master Account billing privileges), Group agrees that Hotel may offer unused sleeping rooms held in Group's Room Block to other customers to reduce Hotel's losses. Group agrees that the release of rooms will not affect the enforceability of this Agreement or Group's obligation to pay for unsold rooms in Group's Room Block. Advance payments will be refunded by the Hotel after Group's Event dates if rooms Group paid for in advance were later paid for by Group's attendees. Confirmation of rooms after the Cut-Off Date will only be accepted based on availability of contracted room type(s) and at the Hotel's prevailing rates.

Guest Payment Arrangements: Room, tax and Resort Fee will be
 paid by individuals, unless otherwise noted on Group Rooming List.

Incidental charges will be
 paid by individuals, in which case these charges must be paid in full prior to the guest's departure, with individual credit being established upon check-in.

Individual Guest Deposits/Confirmation: To confirm a sleeping room within the Room Block, the sleeping room must be secured with a valid credit card provided either by Group or the guest attending the Event, along with a first night's deposit, refundable up to 3 days in advance of arrival. Checks and major credit cards are acceptable to establish prepayment. All credit cards used to prepay the room deposit may be charged immediately. Should Group secure sleeping rooms on behalf of Group's guests with Group's credit card, Group's attendees may thereafter provide their own credit card information for their own sleeping rooms. Group's advance payments and deposits will either be refunded by Hotel to Group within 30 days after completion of Group's Event if sleeping rooms Group paid for in advance were later paid for by Group's attendees or, at Hotel's election, credited to Group's Master Account. The Hotel will deduct any collected nonrefundable prepayment fees from the amount Group may owe as sleeping room performance damages or cancellation damages (if applicable).

Check-In/Out Time: Currently, the Hotel's check-in time is 4 PM, and check-out time is 11 AM (subject to change without notice). All guests arriving before check-in time will be accommodated as rooms become available. The Hotel can arrange to check baggage for those arriving early when rooms are unavailable and for guests attending functions on departure day.

Early Departure Fee: If a guest who has requested a room within the Room Block checks out prior to the guest's reserved checkout date, the Hotel will add an early checkout fee to that guest's individual account (currently, one night's room and tax). Guests wishing to avoid an early checkout fee should advise the Hotel at or before check-in of any change in planned length of stay.

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The Hotel will deduct any collected early departure fees from the amount Group may owe as sleeping room performance damages.

Smoking Policy: The Embassy Suites by Hilton Panama City Beach Resort is a non-smoking resort. In accordance with Florida State law, smoking is permitted only outdoors in designated areas.

Pet Policy: We are a pet friendly resort. There is a one-time fee of **\$75.00** per stay (one-to-four-night stay) **\$125.00** per stay (over four (4) night stay) for up to thirty (30) days. Max of two (2) pets per suite is allowed. **Forty (40)** pound / per pet weight limit.

Dog Beach is located on the west side of the Russell-Fields City Pier in front of Pier Park. Dogs must be on a leash and under the command of the owner.

Event Planner Program: Group ("Event Planner") is eligible to earn an Event Planner Bonus for a qualifying event. For this Event, Event Planner is eligible to earn one Hilton Honors bonus point for every eligible dollar spent. Eligible revenue will include sleeping room and meeting room rental as well as food and beverage revenue up to a maximum of \$100,000 of eligible revenue. Full details and rules regarding the Event Planner Program are available by visiting www.hilton.com. Group agrees to take full responsibility for determining whether further disclosure of the Event Planner Bonus is required and for making such disclosure if it is required. Before the Event Planner Bonus can be issued, an acknowledgment form signed by an authorized representative of the Event Planner's employer must be submitted to Hotel, with such form merely confirming that the employer is aware of the courtesy being provided to the Event Planner, and that the issuance of the courtesy does not violate the employer's policies as of the date of issuance of the Event Planner Bonus. Hotel can provide an acknowledgement form acceptable to Hotel.

Supplemental Surcharges: For Group's information, supplemental surcharges are charges added to Group's Master Account to pay for costs incurred by the Hotel in connection with additional equipment, administration, and staffing necessary for the Event. These surcharges will be solely retained by the Hotel and are not distributed to hourly or tipped employees. Examples include, but are not limited to, early sets, set-up charges, late end times, outdoor venues, resets, refreshes, cleaning and other services that require staffing above normal levels and/or services outside of the normal scope contracted and paid products and services.

Banquet Services: In order for Hotel to deliver on Group's expectations for a successful Event, it is critical for Group to provide timely and complete information to the Hotel. So that the Hotel may make appropriate plans for purchasing and preparing product, as well as properly scheduling staff, the following mandatory timeline relates to final menus and program meal functions:

- 1) Given that food and beverage prices fluctuate in accordance with market conditions, menu prices for planned food and beverage functions will be established not earlier than six (6) months prior to the Event. At that time, Hotel will confirm in writing Group's menu prices for catered food and beverage functions.
- 2) In order to confirm meeting room assignments, no later than ninety (90) days prior to the start date of the Event, Hotel requires that Group re-confirm Group's programmed meetings and catered meal functions with *anticipated* number of attendees. At that time, Hotel will re-confirm in writing Group's Schedule of Events. After that date, the Hotel will release any meeting space in Group's Schedule of Events not assigned to a specific meeting or function for Group, except that Hotel may continue to hold such meeting room(s) if Group either prepays for such meeting room(s) or if Group advises Hotel in writing that Group will guarantee payment of such meeting room(s) to the Master Account (but only if Group has established Master Account billing privileges). If Group has not prepaid or guaranteed such meeting rooms (as applicable), Group agrees that the Hotel may offer unused meeting room(s) to other customers.
- 3) At approximately sixty (60) days prior to the start date of the Event, Hotel will review the number of requests for room assignments that have been made by Group's attendees in order to compare Group's obligations with Group's actual likely Room Block performance. Should it appear at that time that the actual number of attendees will fall below the attendance Hotel expects based upon Group's reserved Room Block, the Hotel reserves the right to assign alternate meeting space commensurate with Group's reduced space needs as indicated by the attendees' requests for room assignments. Hotel will notify Group of any such changes.
- 4) Forty-five (45) days prior to the first day of the Event will be known as the "F&B Cut-Off Date". No later than the F&B Cut-Off Date, Group must submit the final agenda with detailed daily room set specifications, final catered menu selections and the updated *anticipated* attendance for all scheduled catered food functions.
- 5) Upon review of Group's final menus and Event requirements, Event Orders will be sent by Hotel to Group to confirm all final arrangements and prices, which Event Orders will serve as a part of this Agreement. If Group does not advise Hotel of any changes on the Event Orders by the date requested by Hotel, Group agrees that the Event Orders will be considered accepted by Group as correct and Group will be billed accordingly.
- 6) Group must submit the *expected* number of attendees for each catered food function no later than Noon (local Hotel time), ten (10) business days prior to the first day of the Event. If for any reason Group's *expected* number of attendees are not submitted by the due date, Hotel will use the *anticipated* number of attendees listed in the Event Order as the basis to determine the *expected* number of attendees.
- 7) Group must inform Hotel of the *final guaranteed* number of attendees that will attend each of the catered food functions by contacting the Events/Catering Department by email or phone no later than Noon (local Hotel time), three (3) business days prior to the first day of the Event. Guarantees by text message cannot be accepted. Group may either reduce or increase the *expected* number of attendees when giving the *final guaranteed* number of attendees for each scheduled catered food function by up to 10% without incurring any liability to Hotel for additional costs or supplemental surcharges. The final guaranteed numbers cannot be further reduced without liability after this time.
- 8) If for any reason the notice of the *final guaranteed* number of attendees is *late*, then the *expected* number of attendees for the applicable catered food function will be used for billing purposes. Further, the menu offering for attendees in excess of the *expected* number of attendees may be based on availability of product and may be different from the selected menu. Group will be charged the *final guaranteed* attendance or the number of attendees served, whichever is greater. Hotel will only prepare food to the final guaranteed number of attendees, and will not guarantee setting the room for more than 3% above the final guaranteed number of attendees.

F&B Events Under 25 People – Extra Room Charge: A supplemental surcharge of \$350.00 will be added to Group's Master Account for each food and beverage function with a guaranteed number of less than twenty-five (25) guests in attendance.

The room rental charges listed in this chart above will be added in addition to the room rental charges (if any) listed in the Schedule of Events and Function Space Charges.

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Outdoor Events: Hotel reserves the right to make the decision to move any outdoor function to the available indoor backup space if any of the following conditions exist: high winds, temperatures below 60 degrees or higher than 100 degrees, and/or 60% or higher chance of precipitation in the area. Group will be advised of all options for Group's function at a minimum of six (6) hours in advance of the function. The Hotel's decision is final. All outdoor catered events subject to additional fees as negotiated.

Decor: Décor, gifts or equipment may be set-up during the contracted set-up time, subject to Hotel approval and must be removed immediately following the event. Appropriate labor charges and/or site fees will apply for events that require additional set-up or teardown time.

For any décor installation, no pins, staples, tape, nails, hot glue, etc. may be used to affix items to the walls or fixtures. Existing furniture may not be removed from any venue. Group is responsible for the damage and/or replacement of any venue feature or fixture. Additional labor fees will also be assessed to any functions where more than the standard cleanup is required.

It is the Group's responsibility to provide at the Group's expense, the tools/services or equipment necessary for all outside vendors. These include, but are not limited to electrical equipment, meals, labor, storage, security, staging, overnight accommodation and/or changing area.

The use of rice, confetti, glitter, sparklers, etc. is strictly prohibited in all areas.

Outside Vendors: Hotel can provide a list of preferred local vendors that are recognized for creating arrangements to complement your unique style by tailoring your specific request.

All outside vendors not on our preferred vendor list must be approved by the Hotel. These include, but are not limited to entertainment, wedding planners/coordinators, event design and photographers. All vendors must have proof of insurance and must adhere to Hotel guidelines regarding dress/grooming and professional conduct.

Audio Visual: Emerald Coast Audio Visual in cooperation with the Embassy Suites Panama City Beach Resort provides equipment for all functions. Arrangements can be made through the Conference Services/Catering Department. Charges will be based on the prevailing rates of Emerald Coast Audio Visual, and are subject current resort service charges and taxes.

Music and Entertainment: Our Conference Services/Catering Department will be pleased to assist you with making entertainment arrangements for your function. Should you choose to make your own entertainment arrangements, we require that a copy of the signed contract be provided to the Conference Services Manager in advance of the function. Should the volume from musical groups, entertainment or public address systems create disturbances, Hotel reserves the right to request that the volume be adjusted.

Electrical Requirements: Above average use of electricity (i.e. band lighting, large sound systems) may result in additional charges.

Use of Logo, Photography and Name: Group shall obtain written permission from Hotel prior to any and all use of the Embassy Suites by Hilton logo and shall comply with the terms and conditions required for such use. Group shall allow Hotel use of any photography/videography from the event for promotional purposes.

Package Procedures: Materials sent to the Hotel, the package should indicate HOLD FOR ARRIVAL with the name of the person responsible for claiming the package(s), the Group name, the event date and function. Embassy Suites by Hilton Panama City Beach Resort assumes no responsibility for freight or shipping charges or for loss or damage to the contents. The client is solely responsible for the cost of re-packing and arranging return shipments of materials and/or equipment. Handling charges will be assessed for the storage and movement of boxes.

Master Accounts:

Group must have a valid credit card on file at all times to guarantee this agreement and Group agrees to the following deposit schedule:

DEPOSIT SCHEDULE		
Based on total anticipated Master Account Revenue: \$22,000.00		
Excludes all taxes, fees and service charges		
Due Date	Percentage of Total Anticipated Revenue	Estimated Amount
With Signed Contract	25% of total Anticipated Revenue	\$5,500.00
Monday, February 12, 2024	50% of total Anticipated Revenue	\$5,500.00
Monday, March 18, 2024	75% of total Anticipated Revenue	\$5,500.00
Monday, April 22, 2024	100% of total Anticipated Revenue	\$5,500.00
Monday, May 6, 2024	Any remaining Balance	To Be Determined

Hotel reserves the right to increase the amount of deposits and/or pre-payments should there be a negative change in Group's financial status, even if credit had previously been approved.

If advance payments or deposits are not paid on a timely basis, the Hotel will have the right, at Hotel's option, to consider the Agreement cancelled and Hotel will be entitled to cancellation damages as provided in this Agreement.

If Group is paying by credit card, Hotel requests that Group provide Hotel with Group's credit card information at the time of Group's Event so that Hotel may charge the credit card account at departure. If any charges are disputed, Group must provide an itemized list of disputed charges to Hotel so that Hotel may charge the undisputed charges to the credit card account immediately and the remainder will be charged upon resolution.

If payment of all undisputed charges is not received within thirty (30) days after Group's receipt of the final invoice, a finance charge of 1.5% per month, or the maximum amount allowed by law, whichever is less, will accrue on the unpaid, undisputed amount, commencing on the date of receipt of the final invoice. Group must submit to Hotel an itemized list of any disputed charges within fifteen (15) days of receipt of the final invoice, or else all disputes are waived. If any charges are disputed, all undisputed amounts will be paid within thirty (30) days and the parties agree to work in good faith to resolve the disputed invoiced charges in a timely manner, and Group agree to pay the remainder immediately upon resolution of the dispute.

Sleeping Room Performance Policy: The Total Sleeping Room Nights Reserved under this Agreement will generate \$60,610.00 in revenue for Hotel ("Total Anticipated Sleeping Room Revenue"). If Group does not use all of the sleeping rooms in Group's Room Block, Group agrees that the Hotel will suffer damages because the Hotel will have lost the opportunity to offer Group's unused rooms to others either individually or as part of another block and the Hotel will incur additional costs in attempting to resell inventory that was already sold to Group. If the Event is held as scheduled, Hotel

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will not seek performance damages for sleeping rooms if Group achieves a minimum of 80% of the Total Anticipated Sleeping Room Revenue. Should Group achieve less than this amount, Group agrees to pay to Hotel, as reasonable liquidated damages and not a penalty, the difference between 80% of the Total Anticipated Sleeping Room Revenue and the actualized guest room revenue received by Hotel for rooms used and paid for as part of the official Room Block, plus any applicable state and local taxes as required by law, as a reasonable estimate of the Hotel's losses on sleeping rooms, ancillary revenue, costs of sale and other losses. All estimated sleeping room performance damages will be due and payable to the Hotel no later than seven (7) days prior to Group arrival date, regardless of Master Account credit status.

Hotel will deduct all collected non-refundable individual deposits, all collected early departure fees, and all advance payments and deposits previously paid by Group to Hotel from the amount Group owes Hotel as sleeping room performance damages.

Food and Beverage Performance Policy:

The guestroom rates and concessions outlined are based on Group's guaranteed expenditure of a minimum of \$22,000.00 in banquet food and beverage ("Total Anticipated Food and Beverage Revenue"). The Total Anticipated Food and Beverage Revenue amount does not include gratuities, service charges, supplemental surcharges, applicable federal, state or local taxes, or any other fees outside of food and beverage product sales.

Should Group fall short of this Total Anticipated Food and Beverage Revenue, whether due to reduction in size of Group's meeting, drop in attendance, change in food and beverage functions or otherwise, Group agrees that the Hotel will suffer damages that will be difficult to determine. Therefore, Group agrees that Group will pay the Hotel, as liquidated damages and not as a penalty, the amount equal to the difference between the guaranteed Total Anticipated Food and Beverage Revenue and the actual food and beverage revenue amount received by Hotel for Group's banquet food and beverage functions during Group's Event dates, plus any applicable state and local taxes as required by law. Group agrees that this charge is a reasonable estimate of the Hotel's losses on food and beverage.

Once food and beverage functions have been established under the Event Orders sent to Group by the Hotel, performance damages for food and beverage will be determined separately based on the terms of the Event Orders if the anticipated food and beverage revenue under the Event Orders is higher. At the time Event Orders are prepared, Hotel will advise Group if the food and beverage selections based on the Event Orders will achieve the Total Anticipated Food and Beverage Revenue. If not, the Hotel will provide Group with food and beverage options that would achieve the Total Anticipated Food and Beverage Revenue. Group will then have the option of either altering the Event Orders to achieve the Total Anticipated Food and Beverage Revenue, or paying the estimated food and beverage performance damages pursuant to this Food and Beverage Performance Policy.

All estimated food and beverage performance damages will be due and payable to the Hotel no later than seven (7) days prior to Group arrival date, regardless of Master Account credit status.

Liquidated Damages / Total Cancellation Policy: In the unlikely event Group cancels this program, the following liquidated damages will be assessed. Embassy Suites by Hilton Panama City Beach Resort will make every effort to re-sell the released rooms and lost food and beverage functions. Rooms and food and beverage re-sold will be credited towards any liquidated damages assessed to Group. This fee, including applicable Florida State General Excise Tax, is due to Resort fourteen (14) days following written notice of intent to cancel. If fee is not paid within stated time frame a compounded interest penalty will apply to eighteen percent (18%) annually for the total balance owed.

Written Notification of Cancellation Prior to Arrival	Percentage of Estimated Guestroom Revenue	Percentage of Estimated Event Revenue
From date of signature to 6 months prior to arrival	25%	25%
4 to 6 months prior to arrival	50%	50%
2 to 4 months prior to arrival	75%	75%
0 to 2 months prior to arrival	100%	100%

The parties hereby agree that the foregoing charges represent fair and reasonable estimates of the damages to Embassy Suites by Hilton Panama City Beach Resort in the event of cancellation by Group.

Impossibility: Neither party shall be responsible for failure to perform this Agreement if unanticipated circumstances beyond their control (including, but not limited to: acts of God; government regulation; terrorist attacks in the city in which Hotel is located; or declared war in the United States) make it illegal or impossible for Hotel to hold the Event. The affected party may terminate this Agreement without liability upon providing written notice to the other party within ten (10) days of the occurrence.

Indemnification: Group agrees to indemnify, defend and hold harmless the Hotel, Hotel's owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "Hotel Indemnified Parties"), from and against any and all third party claims, losses or damages to persons or property, governmental charges or fines, penalties, and costs (including reasonable attorney's fees) (collectively, "Claim(s)"), in any way arising out of or relating to the Event that is the subject of this Agreement but only to the extent any such Claim(s) arise out of the negligence, gross negligence or intentional misconduct of Group's employees, agents, contractors, exhibitors, or attendees. Nothing in this indemnification shall require Group to indemnify the Hotel Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the Hotel Indemnified Parties.

Hotel agrees to indemnify, defend and hold harmless Group, Group's owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "Group Indemnified Parties"), from and against any and all Claims (as such term is defined above) arising out of or relating to the Event that is the subject of this Agreement but only to the extent any such Claim(s) to the extent any such Claim(s) arise out of the negligence, gross negligence or intentional misconduct of Hotel's employees, agents, or contractors. Nothing in this indemnification shall require Hotel to indemnify any of the Group Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the Group Indemnified Parties.

This section shall not waive any statutory limitations of liability available to either party, including innkeeper's limitation of liability laws, nor shall it waive any defenses a party may have with respect to any Claim. This section shall survive any termination or expiration of this Agreement.

Insurance: Group agrees to maintain insurance reasonably commensurate with all activities arising from or connected with Group's Event, including, but not limited to, general liability insurance, with limits not less than \$2,000,000 per occurrence, covering personal injury, property damage, and other

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liability arising from Group's Event. Group further agrees to add Hotel and Hotel's Owner as additional insureds under all applicable policies for Group's Event.

Hotel agrees to maintain general liability insurance with limits not less than \$2,000,000 per occurrence, covering liability for personal injury, property damage, liquor liability, and automobile liability, as well as Workers Compensation insurance per applicable laws and Employers Liability insurance.

Upon written request, each party shall make evidence of coverage available to the other party. For hotels that participate in Hilton's general liability insurance program, proof of Hotel's insurance coverage is satisfied by Hilton's Memorandum of Insurance available at <http://www.marsh.com/moi?client=0291>. The Hotel can confirm whether the Hotel participates.

Governing Law: The Agreement will be governed by and interpreted pursuant to the laws of the state in which Hotel is located, excluding any laws regarding the choice or conflict of laws.

Dispute Resolution: The parties will use their commercially reasonable efforts to informally and timely resolve any dispute concerning any matter related to this Agreement by presenting the dispute to senior representatives of Hotel and Group for their discussion and possible resolution in the order set forth herein, provided, however, that a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, and/or infringement of intellectual property rights shall not be subject to this provision. All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If within a period of thirty (30) calendar days after submission of a disputed matter in accordance with this clause, the respective senior representatives are unable to agree upon a resolution of such dispute, then the dispute will be resolved by binding arbitration using one arbitrator before JAMS or the American Arbitration Association in the state and city in which the Hotel is located, or the closest available location. The parties further agree that in any arbitration proceeding, they may conduct reasonable discovery pursuant to the arbitration rules, and any arbitration award will be enforceable in State or Federal court.

Attorney's Fees/Costs: The parties agree that the prevailing party in any arbitration or court proceeding arising out of or related to this Agreement will be entitled to recover an award of its reasonable attorney's fees and expert witness fees, costs and pre and post judgment interest at the highest available legal rate. The parties further agree that if Hotel must retain counsel or initiate arbitration or legal action to collect any monies owed to Hotel by Group under this Agreement, whether or not an arbitration or court action is filed, Hotel will be entitled to recover its reasonable attorney's fees incurred in such efforts to collect.

Dear Business Associate,

Hilton values your business and our relationship, which we have worked hard to develop and nurture. We may provide to the Event Planner designated in the sales agreement certain **Hilton Honors bonus points** under the Hilton Honors "Event Planner Program" in connection with qualifying group events booked at Hilton portfolio of hotels which have agreed as part of the booking contract to award such bonus points to an Event Planner.

Currently, Hilton's **Event Planner Program** terms and conditions can be found [here](#).

While it is our pleasure to extend this opportunity to Event Planners, in this climate of heightened ethical awareness and increased scrutiny of business practices which we read about every day, we believe it is advisable to ask Event Planners receiving Hilton Honors points under the Event Planner Program, to have their supervisor or superior confirm that their acceptance of such bonus points will not violate their organization's code of conduct or similar ethical policies, and that appropriate disclosures have been made.

To help both of us satisfy this requirement, please have your supervisor or superior sign and return the attached acknowledgement form.

We look forward to our continued relationship and hope you embrace and understand the spirit behind this request.

Event Planner Bonus Acknowledgement Form

On behalf of Florida Sports Foundation I hereby acknowledge that Group may accept Hilton Honors bonus points from Hilton HHonors Worldwide, LLC under the Event Planner Program for booking a qualifying event at the **Embassy Suites by Hilton Panama City Beach Resort** for an event known as **Florida Sports Summit** and to be held on or about, **Sunday, May 19, 2024** and that such acceptance is in compliance with our internal policies.

Hilton Honors Member: _____

Hilton Honors Number: _____

Authorized signature*

Title

Date

*If returned by email, your supervisor's return email address will suffice as an authorized signature.

*Please return this form to: Valerie Drake at valerie.drake@hilton.com

CREDIT CARD AUTHORIZATION

Guest / Group Name: _____

Group Event Dates: _____

I, (Cardholder Name) _____ hereby authorize Embassy Suites by Hilton Panama City Beach Resort to charge my credit card for the charges listed below:

Please check all that apply:

- All Charges
- Room & Tax Only
- Function Charges
- Deposit(s)*
 - Deposit 1 _____
 - Deposit 2 _____
 - Deposit 2 _____
- Incidental Charges (ALL)
 - Cafe
 - Contracted Gratuities
 - Room Service
 - Parking
 - Spa
 - Phone/Internet
 - Other (please specify) _____

Other (Please specify) _____ Amount \$ _____ Date: _____
*If not specifically indicated, all deposits will be charged by the contracted Sales Agreement

Credit Card Type:



Credit Card Information: (As listed with Issuing bank)

Card holder name (please print): _____ CCV Code: _____

Card number: _____ Expiration date: _____

Credit Card billing address: _____

City: _____ State: _____ Zip Code: _____ Phone: _____

By signing this Credit Card Authorization Form the CARDHOLDER represents and warrants to Embassy Suites by Hilton Panama City Beach Resort that he/she is authorized to make purchases and that the information set forth above is accurate and complete. All credit card information will be verified with the issuing bank and the verification process requires 72-hours notice. Embassy Suites by Hilton Panama City Beach Resort reserves the right to request payment from the guest who utilized the services if any of the above information is unable to be verified by the bank.

Cardholder Signature _____

Accounting Use Only:

Received by:	Verified by:	Scanned by:
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**EMBASSY
SUITES**
by Hilton

Panama City Beach Resort

Deposit Invoice

16006 Front Beach Rd
Panama City Beach, FL 32413
Phone: (850) 328-5545

INVOICE #	DATE
ECPPP-VCD 12152023	12/15/2023

BILL TO

Joe Piotrowski
Director of Marketing Partnerships
Florida Sports Foundation
1203 Governors Square Blvd. Ste. 300
Tallahassee, FL 32301
(850) 577-7214

Due Date	AMOUNT
With Signed Contract	\$5,500.00
Monday, February 12, 2024	\$5,500.00
Monday, March, 18, 2024	\$5,500.00
Monday, April 22, 2024	\$5,500.00
Monday, May 6, 2024	To Be Determined