



**GROUP SALES AGREEMENT**

July 26, 2019

**DESCRIPTION OF GROUP AND EVENT**

The following represents an agreement between: Sawgrass Marriott Golf Resort & Spa, 1000 PGA TOUR Boulevard, Ponte Vedra Beach, FL, 32082-3036, (904) 285-7777 and American Association of Avian Pathologists and outlines specific conditions and services to be provided.

ORGANIZATION: American Association of Avian Pathologists

**CONTACT:**

Name: Bob Bevans-Kerr  
 Job Title: Executive Director  
 Street Address: 12627 San Jose Boulevard, Suite 202  
 City, State, Postal Code: Jacksonville, FL 32223  
 Phone Number: 904-425-5735  
 E-mail Address: aaap@aaap.info

NAME OF EVENT: American Association of Avian Pathologists Annual Convention

REFERENCE #: M-FO33CDY

OFFICIAL PROGRAM DATES: Friday, 7/30/2021 – Friday, 8/6/2021

ANTICIPATED ATTENDANCE: 500

**GUEST ROOM COMMITMENT**

The Hotel agrees that it will provide, and American Association of Avian Pathologists agrees that it will be responsible for utilizing, 1,920 room nights in the pattern set forth below (such number and such pattern, the “Room Night Commitment”):

Date	Day	Run of House Guestroom	One-Bedroom Executive Suite	One-Bedroom Villa Suite	Government Per Diem Guestroom	Staff	Total Rooms
7/30/2021	Fri	243	1	0	0	6	250
7/31/2021	Sat	257	1	11	25	6	300
8/1/2021	Sun	307	1	11	25	6	350
8/2/2021	Mon	307	1	11	25	6	350
8/3/2021	Tue	307	1	11	25	6	350
8/4/2021	Wed	282	1	11	0	6	300
8/5/2021	Thu	14	0	0	0	6	20

Hotel Initials:

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**GROUP ROOM RATES \***

<b>Start Date</b>	<b>End Date</b>	<b>Room Type</b>	<b>Single/Double</b>
7/30/2021	8/5/2021	Run of House Guestrooms	\$179.00
7/30/2021	8/4/2021	(1) One-Bedroom Executive Suite	Complimentary
7/31/2021	8/4/2021	(11) One-Bedroom Villa Suites	\$179.00
7/31/2021	8/3/2021	(25) Government Per Diem Guestrooms	Prevailing per diem
7/30/2021	8/5/2021	(6) Staff	\$125.00

\* Guestroom rate is inclusive of Resort Fee (discounted to \$20.00 per night)

“Standard Run of House” accommodations may be located either in the Main Tower Guest Rooms or located in our standard Double Bedded Villa Guest Rooms.

Extra person charge, \$20.00 per night. Children under 18 years of age may stay for free in their parents' room using existing bedding.

Hotel room rates are subject to applicable state and local taxes (currently 10.5%) in effect at the time of check-out.

**COMMISSION**

The group room rates listed above are net non-commissionable. American Association of Avian Pathologists will advise its designated agency (ies) of these rates and address any resulting agency compensation issues directly with the management of the appropriate agency.

**RESORT FEE (Included in Guestroom Rate)**

The Sawgrass Marriott Golf Resort & Spa created a Resort Fee to bundle resort services to make your stay more enjoyable. Room rates will be subject to a non-commissionable daily resort fee (discounted to **\$20.00** per room per night, plus 10.5% tax). The fee will cover several amenities; at this time includes:

- Enhanced high-speed internet access and faxes
- Two (2) drinks per stay in The Lobby Bar
- Spa fitness classes daily
- Miniature golf daily
- One (1) hour bicycle rental, based on availability, for up to four (4) bicycles
- Private access to the Cabana Beach Club, including exclusive beach shuttle service
- Shuttle service to TPC Clubhouse
- One (1) year Golf Digest subscription

Covered amenities, prices, administrative fee and taxes are subject to change.

Group shall be solely and fully responsible for informing its attendees of this charge and that it is separate and distinct from the room rate and from taxes. Group may not, in any printed materials regarding the meeting or in any other manner, lump this charge into any category such as tax or room rate. It shall be Group’s sole responsibility to disclose clearly and conspicuously to all attendees, in advance of booking and making reservations for rooms supplied by Hotel, the Resort Fee and any and all taxes specified by Hotel herein and any and all additional hotel charges specified herein. Should any attendee object to paying for an automatic charge (such as the Resort Fee) because of inadequate notice of the charge, the charges to which such attendee objects shall be posted to the Group’s master account.

**PARKING**

Hotel’s current daily parking rates are \$15.00 for self-parking and \$25.00 for valet. These rates are subject to change.

Hotel Initials:

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### **SPECIAL CONCESSIONS**

We are pleased to offer American Association of Avian Pathologists the below noted special concessions:

- One (1) complimentary room night per every forty (40) actualized room nights
- Guestroom rate of \$179.00 includes Resort Fee, discounted to \$20.00 per night
- One (1) complimentary One-Bedroom Executive Suite, July 30 – August 5, 2021-as indicated in the room block grid above
- (11) One-Bedroom Villa Suites at \$179.00, July 31, August 5, 2021-as indicated in the room block grid above
- (25) Government Per Diem guestrooms at prevailing per diem rate, as indicated in the room block grid above
- Six (6) Staff guestrooms at \$125.00, as indicated in the room block above
- (11) complimentary VIP welcome amenities, hotels' choice
- Group rate available three (3) days day prior to the event and three (3) days after the event based on guestroom and rate availability
- 15% guestroom attrition allowance
- Three-week cut-off for group reservations
- Ability to increase the block at the group rate prior to cut-off date, based on guestroom and rate availability
- Hotel will perform a room block audit and credit any guest rooms that reserve at our hotel pre/post conference dates towards the total group block
- Complimentary meeting space with a Banquet food and beverage minimum of \$40,000.00 (excluding taxes and service charges)
- 10% discount on 2021 published Banquet menu pricing if food and beverage minimum is met (excluding customized menus, taxes, service charges and alcohol)
- Marriott Bonvoy points (maximum of 50,000 per program)

### **COMPLIMENTARY ROOMS**

American Association of Avian Pathologists will be entitled to one (1) complimentary room night for (40) revenue-generating room nights occupied on a cumulative basis.

### **ADJUSTMENTS TO CONCESSIONS**

In the event of reductions in the Room Night Commitment of more than 15%, the Hotel may adjust any concessions previously offered in this Agreement, including those concessions offered on a complimentary basis, and may also adjust the Function Space in direct proportion to the reduction in the Room Night Commitment.

### **ROOMS ATTRITION**

Hotel is relying upon American Association of Avian Pathologists' nightly use of the Room Night Commitment and, if applicable, the Minimum Banquet Food and Beverage Revenue. American Association of Avian Pathologists agrees that a loss will be incurred by Hotel if American Association of Avian Pathologists' actual usage is less than eighty five percent (85%) of the Room Night Commitment on any night of the Event.

The attrition allowance applies to run of house guestrooms, upgrades at the group rate and staff guestrooms, but excludes any contracted Sawgrass Signature rooms.

Hotel Initials:

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Hotel agrees to allow for a fifteen percent (15%) reduction in the nightly Room Night Commitment. Each night during the Event, Hotel will subtract the actual room usage for that night and the amount of permissible attrition for that night from the Room Night Commitment for that night. The difference of room nights will be multiplied by the group's average room rate (excluding staff and or complimentary rooms) and the resulting amount will be posted as charges to American Association of Avian Pathologists' Master Account, plus applicable taxes, at the conclusion of the Event.

Additionally, at the conclusion of the Event, if the actual banquet food and beverage revenue is less than the Minimum Banquet Food and Beverage Revenue, forty percent (40%) of the difference will be posted to the Master Account.

These charges represent a reasonable effort on behalf of the Hotel to establish its loss prospectively and shall be due as liquidated damages.

#### **METHOD OF RESERVATIONS**

From the moment this contract is accepted, we will be holding your contracted guest room block for the use of your attendees.

In order to assign individuals to specific rooms, room reservations will be required. We understand that your guests will be making their own reservation by phoning in their reservation requests or securing online. For on-line reservation, please contact your Group Housing Coordinator for a personalized GroupMAX by Passkey booking link. For phone in reservations, guests should use the following number: 1-800-457-4653. For on line reservations, please contact your Group Housing Coordinator for a Group Reservation Code. It is important that each of your guests contact the hotel by the reservation due date, July 9, 2021 and identify themselves as part of your group, and provide us with guest name, requested type of room, requested bed type (i.e. king, double/double, queen, twin or suites), check-in and check-out dates, and VIP status. Any requests for special room arrangements must be made at the time of this call. It would be appreciated if the Hotel could be included on the attendee mailing list, to stay informed as to when reservations are likely to begin arriving. The Hotel does not confirm reservations in writing.

#### **GUARANTEED RESERVATIONS**

All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card or by American Association of Avian Pathologists. Hotel will not hold any reservations unless secured by one of the above methods.

#### **CUTOFF DATE**

Reservations by attendees must be received on or before July 9, 2021, (the "Cutoff Date"). At the Cutoff Date, Hotel will review the reservation pickup for the Event, release the unreserved rooms for general sale, and determine whether it can accept reservations based on a space- and rate-available basis at the American Association of Avian Pathologists group rate after this date.

Release of rooms for general sale following the Cutoff Date does not affect American Association of Avian Pathologists's obligation, as discussed elsewhere in this Agreement, to utilize guest rooms.

#### **NO ROOM TRANSFER BY GUEST**

American Association of Avian Pathologists agrees that neither American Association of Avian Pathologists nor attendees of the Event nor any intermediary shall be permitted to assign any rights or obligations under this Group Sales Agreement, or to resell or otherwise transfer to persons not associated with American Association of Avian Pathologists reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

#### **MASTER ACCOUNT**

Hotel must be notified in writing at least (30) days prior to arrival of the authorized signatories and the charges that are to be posted to the Master Account. Any cancellation or attrition fees will be billed to the Master Account.

Hotel Initials:

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**METHOD OF PAYMENT**

The method of payment of the Master Account will be established upon approval of American Association of Avian Pathologists’s credit. If credit is approved, the outstanding balance of American Association of Avian Pathologists Master Account (less any advance deposits and exclusive of disputed charges) will be due and payable upon receipt of invoice.

American Association of Avian Pathologists will raise any disputed charge(s) within seven (7) days after receipt of the invoice. The Hotel will work with American Association of Avian Pathologists in resolving any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute. If payment of any invoice is not received within thirty (30) days of the date on which it was due, Hotel will impose a finance charge at the rate of the lesser of 1-1/2% per month (18% annual rate) or the maximum allowed by law on the unpaid balance commencing on the invoice date.

American Association of Avian Pathologists has indicated that it has elected to use the following form of payment:

- Cash, money order, or other guaranteed form of payment
- Credit card (We accept all major credit cards)
- Company check or Electronic Funds Transfer
- \_\_\_\_\_[agreed alternative]

American Association of Avian Pathologists may not change this form of payment.

In the event that credit is not approved, American Association of Avian Pathologists agrees to pay an advance deposit in an amount to be determined by the Hotel in its reasonable discretion, with the full amount due prior to the start of the group’s event.

**DEPOSITS**

American Association of Avian Pathologists agrees to make the following advance payments:

<b>Date</b>	<b>Deposit Due</b>
December 11, 2019	\$10,000.00
June 15, 2020	\$10,000.00
June 11, 2021	\$20,000.00

The above payments will be applied to payment of the Master Account. In the event that the payments exceed the balance of the Master Account, including any liquidated damages associated with cancellation/attrition by American Association of Avian Pathologists, Hotel will refund the difference between the payments and the balance of the Master Account within thirty (30) days.

All deposit or prepayment checks should be made payable to **Sawgrass Marriott Golf Resort & Spa** and sent to the attention of the **Accounting Department** at:

Sawgrass Marriott Golf Resort & Spa  
**Accounting Department**  
1000 PGA TOUR Boulevard  
Ponte Vedra Beach, FL 32082

If any required deposits are not received by the due date, credit card guarantee/authorization on file will be charged 48 hours prior to arrival.

**BILLING ARRANGEMENTS**

The following billing arrangements apply:

- Staff: Room and Tax to Master, Individuals to Pay Incidentals
- Attendees: Individual to pay all charges

Hotel Initials:

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**FUNCTION INFORMATION AGENDA/EVENT AGENDA**

Based on the requirements outlined by American Association of Avian Pathologists, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

Day/Date	Start Time	End Time	Function	Set-Up	Exp	Proposed Location
Friday, July 30, 2021	3:00 PM	24 Hour Hold	AAAP Office	Office		Commissioners
	3:00 PM	24 Hour Hold	Storage	Office		Governors
	3:00 PM	24 Hour Hold	Speaker Ready Room	Conference		Patrons
	5:00 PM	8:00 PM	ACPV Exam Practice	Conference	45	Heritage ABC
Saturday, July 31, 2021	24 Hour Hold		Speaker Ready Room	Conference		Patrons
	7:00 AM	5:30 PM	ACPV Exam #1	Schoolroom	45	Tournament Hall A
	7:00 AM	5:30 PM	ACPV Exam #2	Schoolroom	45	Gallery AB
	7:00 AM	6:00 PM	AAAP Inc. and Foundation BOD meetings	Conference	15	Governors
	7:00 AM	10:00 PM	ACPV Exam Grading Room	Schoolroom	20	Stadium Room
	8:00 AM	3:00 PM	Association of Veterinarians in Turkey Production	Theatre	40	Players D
	8:00 AM	5:00 PM	Association of Veterinarians in Broiler Production	Schoolroom	50	Players BC
	12:00 PM	24 Hour Hold	Office/Storage	Office		Champions Office A & B
	12:00 PM	24 Hour Hold	Registration	Registration		Champions Desk
	12:00 PM	5:00 PM	(4) Poultry Assn. Meetings	Schoolroom	30- 50 ea	Masters AB – C - D - E
	12:00 PM	5:00 PM	Association of Veterinarians in Egg Production	Schoolroom	50	Heritage AB
	1:00 PM	5:00 PM	Histopathology/ Case Report Interest Group	Schoolroom	55	Heritage CDE
	1:00 PM	5:00 PM	Small Flocks Interest Group	Schoolroom	35	Players A
	1:00 PM	5:00 PM	Association of Poultry Consultants and Independent Consultants	U-Shape	25	Commissioners
	4:00 PM	24 Hour Hold	Set-Up (2) Concurrent Sessions	Theatre Special	500 300	Champions ABCD Champions EFGH
	6:00 PM	24 Hour Hold	Poster Room Set-up			Masters Ballroom
Sunday, Aug. 1, 2021	24 Hour Hold		Speaker Ready Room	Conference		Patrons
	24 Hour Hold		Office/Storage	Office		Champions Office A & B
	24 Hour Hold		Registration	Registration		Champions Desk
	24 Hour Hold		(2) Concurrent Sessions	Theatre Special	500 300	Champions ABCD Champions EFGH
	24 Hour Hold		Poster Room			Masters Ballroom
	7:00 AM	8:00 AM	Students and Alumni Breakfast	Rounds of 10	60	Gallery AB
	4:00 PM	5:00 PM	AAAP Auditing Committee	Conference	5	Players A
Monday,	24 Hour Hold		Speaker Ready Room	Conference		Patrons

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Day/Date	Start Time	End Time	Function	Set-Up	Exp	Proposed Location
Aug. 2, 2021						
	24 Hour Hold		Office/Storage	Office		Champions Office A & B
	24 Hour Hold		Registration	Registration		Champions Desk
	24 Hour Hold		(2) Concurrent Sessions	Theatre Special	500 300	Champions ABCD Champions EFGH
	24 Hour Hold		Poster Room			Masters Ballroom
	7:00 AM	8:00 AM	Mentor/ Mentee Breakfast	Rounds of 10	45	Gallery AB
	11:30 AM	1:30 PM	Association of Poultry Primary Breeder Veterinarians Lunch	Rounds of 10	35	Gallery AB
	12:15 PM	12:45 PM	BOD/Committee Chair Meeting Lunch	Rounds	50	Players BC
	12:45 PM	1:30 PM	Committee Roundtables	Special	200	Tournament Hall A
	1:30 PM	5:25 PM	Rotating Breakouts			Players A – BC – D Heritage AB – C – DE Tournament Hall A
	5:30 PM	6:30 PM	AAAP P Networking Reception	Rounds of 10	150	Arbor Ballroom
	6:30 PM	8:30 PM	AAAP Women's Network Dinner	Rounds of 10	100	Heritage Ballroom
Tuesday, Aug. 3, 2021	24 Hour Hold		Speaker Ready Room	Conference		Patrons
	24 Hour Hold		Office/Storage	Office		Champions Office A & B
	24 Hour Hold		Registration	Registration		Champions Desk
	24 Hour Hold		(2) Concurrent Sessions	Theatre Special	500 300	Champions ABCD Champions EFGH
	24 Hour Hold		Poster Room			Masters Ballroom
	6:30 AM	7:30 AM	Yoga		30	Heritage AB
	7:00 AM	8:00 AM	AAAP Foundation Scholarship Committee	Conference	10	Players A
	7:00 AM	10:00 AM	ACPV Board of Governors Meeting	Conference	25	Players B
	12:15 PM	1:45 PM	AAAP Past Presidents Luncheon	Rounds of 10	20	Players C
	5:00 PM	7:00 PM	MAM and MAHM Alumni Association Dinner	Rounds of 10	80	Heritage AB
Wednesday, Aug. 4, 2021	24 Hour Hold	5:00 PM	Speaker Ready Room	Conference		Patrons
	24 Hour Hold	5:00 PM	Office/Storage	Office		Champions Office A & B
	24 Hour Hold	5:00 PM	Registration	Registration		Champions Desk
	24 Hour Hold	4:00 PM	(2) Concurrent Sessions	Theatre Special	500 300	Champions ABCD Champions EFGH
	24 Hour Hold	12:00 PM	Poster Room			Masters Ballroom
	7:00 AM	8:30 AM	ACPV Breakfast and Annual Meeting	Rounds of 10	150	Arbor Ballroom
	9:00 AM	5:00 PM	AAAP Foundation Development Committee and Committee Chairs and BOD Meeting	Hollow Square	15	Players BC
	5:30 PM	6:00 PM	AAAP Awards Reception	Cocktail Rounds	200	Champions Foyer
	6:00 PM	8:30 PM	AAAP Awards Dinner	Rounds of 10	200	Champions ABCD

Hotel Initials:

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All meeting room, food and beverage, and related services are subject to applicable administrative fee and taxes in effect on the date(s) of the event. Currently, 25% administrative fee and 6.5% tax.

**OUTDOOR POLICIES**

Indoor back-up space will be held for all outdoor functions. The decision on whether your event will take place outside must be made at least six (6) hours prior to the event start time. Should you decide to stay outdoors when the rain chance is greater than 30%, a \$10.00 fee per person will be added to the final bill should we need to move the event indoors within six (6) hours prior to the event.

An outdoor set-up fee of \$10.00 per person will be added to the final bill for all outdoor meal functions (excluding cocktail receptions).

All entertainment performing outdoors must conclude no later than 10:00 PM.

Additional lighting and power needs may be required for outdoor events and will incur an additional cost which will be billed to American Association of Avian Pathologists.

**FACILITY SERVICE FEES**

Based upon the Room Night Commitment and the functions identified on the Function Information Agenda/Event Agenda outlined in this Agreement, the Hotel will waive these fees with a Banquet food and beverage minimum of \$40,000.00 plus applicable taxes.

**FOOD AND BEVERAGE ATTRITION/CANCELLATION**

The Hotel is relying upon the food and beverage functions outlined on the Function Information Agenda/Event Agenda. American Association of Avian Pathologists agrees that a loss will be incurred by Hotel if there is a cancellation or reduction in the number of food and beverage functions and the number of food and beverage covers.

American Association of Avian Pathologists agrees that it will provide Hotel total Event food and beverage revenue of \$40,000.00, exclusive of taxes and service charges (“Agreed Event F&B Revenue”), subject to change(s) by American Association of Avian Pathologists no later than 72 hours prior to each function of the Event. American Association of Avian Pathologists shall provide Hotel with 72 hours advance notice of the date(s), time(s), and number of covers with respect to each function it wishes to schedule for the Event. American Association of Avian Pathologists shall provide Hotel this information no later than 72 hours prior to the scheduled time for each such function. The net number of covers resulting from this notice shall be referred to herein as a “Guaranteed Function”.

If American Association of Avian Pathologists fails to (i) provide Hotel with the full Agreed Event F&B Revenue; or (ii) use all of the covers at any Guaranteed Function; or (iii) provide Hotel with any increase in the Agreed Event F&B listed in the Banquet Event Order, American Association of Avian Pathologists will pay Hotel within thirty (30) days, as liquidated damages and not as a penalty.

\* If applicable, state and local taxes will be added to all attrition and cancellation fees.

Hotel agrees that after receipt of this amount, it will not seek further damages resulting from the cancellation or attrition of such catered functions.

**CANCELLATION**

American Association of Avian Pathologists acknowledges that if it cancels or otherwise essentially abandons its planned use of the Room Night Commitment (a “Cancellation”), this action would constitute a breach of American Association of Avian Pathologists’s obligation to Hotel and Hotel would be harmed. Because Hotel’s harm (and American Association of Avian Pathologists’s obligation to compensate Hotel for that harm) is likely to increase if there is a delay in notifying Hotel of any Cancellation, American Association of Avian Pathologists agrees to notify Hotel, in writing, within five (5) business days of any decision to Cancel. In addition, if a Cancellation occurs, the parties agree that:

a) it would be difficult to determine Hotel’s actual harm;

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- b) the sooner Hotel receives notice of the Cancellation, the lower its actual harm is likely to be, because the probability of mitigating the harm by reselling space and functions is higher; and
- c) the highest percentage amount in the chart (the “Chart”) set forth below reasonably estimates Hotel’s harm for a last-minute cancellation and, through its use of a sliding scale that reduces damages for earlier cancellations, the Chart also reasonably estimates Hotel’s ability to lessen its harm by reselling American Association of Avian Pathologists’s space and functions.

In the event of a Cancellation of the Agreement, American Association of Avian Pathologists agrees to pay Hotel, within thirty (30) days after any Cancellation, as liquidated damages and not as a penalty, the amount listed in the Chart below:

\* If applicable, state and local taxes will be added to the amounts listed below.

Date of Cancellation	Amount of Liquidated Damages Due
Date of Agreement to January 29, 2020	10% of Total Room Revenue* + 40% of the Minimum Banquet Food and Beverage Revenue
From January 30, 2020 to June 29, 2020	25% of Total Room Revenue* + 40% of the Minimum Banquet Food and Beverage Revenue
From June 30, 2020 to January 29, 2021	50% of Total Room Revenue* + 40% of the Minimum Banquet Food and Beverage Revenue
From January 30, 2021 to April 29, 2021	75% of Total Room Revenue* + 40% of the Minimum Banquet Food and Beverage Revenue
From April 30, 2021 to date of arrival	100% of Total Room Revenue* + 40% of the Minimum Banquet Food and Beverage Revenue

\* “Total Room Revenue” is the dollar amount equal to the number of room nights in the Room Night Commitment multiplied by American Association of Avian Pathologists’s average room rate.

Provided that American Association of Avian Pathologists timely notifies Hotel of the Cancellation and timely pays the above liquidated damages, Hotel agrees not to seek additional damages from American Association of Avian Pathologists relating to the Cancellation.

You may cancel this Agreement only by written notice to the attention of the person who has signed this letter on behalf of the Sawgrass Marriott Golf Resort & Spa, 1000 PGA TOUR Boulevard, Ponte Vedra Beach, FL 32082.

**AUDIO-VISUAL EQUIPMENT**

American Association of Avian Pathologists agrees that our Sawgrass Marriott on-site Audio Visual Company, PSAV will be given the opportunity to bid on all audio-visual and staging equipment requirements for this program. PSAV is a full service, in-house production company and the preferred provider for all audio visual needs at Sawgrass Marriott. Our production team provides a full range of event production services, including audio and lighting equipment, screens and projectors, video production, etc. PSAV is the exclusive provider for all Rigging needs. PSAV can be reached at 904-280-7032.

**TRANSPORTATION**

Transportation to and from our beach/Cabana Club and TPC Golf courses is complimentary for our Resort Guests. This transportation is on a demand basis and services all Resort Guests. This transportation is not available to groups; however, should additional transportation be required, dedicated transportation for group events may be arranged through Josh Franks with East Coast Transportation at 904-394-9928 or [Jfranks@ectjax.com](mailto:Jfranks@ectjax.com). Your Event Manager can assist with arrangements during the planning process.

Hotel Initials:

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**IMPOSSIBILITY**

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible for the Hotel to provide, or for groups in general to use, the Hotel facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical - but in no event longer than ten (10) days - after learning of such basis.

**PRIVACY**

Marriott International, Inc. (“Marriott”) is committed to complying with obligations applicable to Marriott under applicable privacy and data protection laws, including to the extent applicable EU data protection laws. Hotel shall comply with the then-current Marriott Group Global Privacy Statement (the “Privacy Statement,” currently available at <http://www.marriott.com/about/privacy.mi>) with respect to any personal data received under this Agreement.

Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration.

American Association of Avian Pathologists will obtain all necessary rights and permissions prior to providing any personal data to Hotel, including all rights and permissions required for Hotel, Hotel affiliates, and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Hotel’s privacy statement and applicable law. Notwithstanding any other provision, Hotel may use an individual’s own personal data to the extent directed by, consented to or requested by such individual.

**CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT**

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or American Association of Avian Pathologists will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

**LITIGATION EXPENSES**

The parties agree that, in the event litigation relating to this Agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorneys’ fees.

**LIQUOR LICENSE**

American Association of Avian Pathologists understands that Hotel’s liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are under age.

**COMPLIANCE WITH EQUAL OPPORTUNITY LAWS**

Hotel shall comply with all applicable laws, statutes, rules, ordinances, codes, orders and regulations of all federal, state, local and other governmental and regulatory authorities and of all insurance bodies applicable to the Hotel premises in performing its obligations under this Agreement.

Hotel (referred to as “contractor” in this section) shall comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans’ Readjustment Assistance Act, as amended, which are administered by the United States Department of Labor (“DOL”), Office of Federal Contract Compliance Programs

Hotel Initials:

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("OFCCP"). The equal employment opportunity clauses of the implementing regulations, including but not limited to 41 C.F.R. §§ 60.1-4, 60-300.5(a), and 60-741.5(a), are hereby incorporated by reference, with all relevant rules, regulations and orders pertaining thereto. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity national origin, protected veteran status or disability.**

Hotel also shall comply with Executive Order 13496 and with all relevant rules, regulations and orders pertaining thereto, to the extent applicable. The employee notice clause and all other provisions of 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference.

To the extent applicable, Hotel shall include the provisions of this section in every subcontract or purchase order so that such provisions shall be binding upon each contractor, subcontractor or vendor performing services or providing materials relating to this Agreement and the services provided pursuant to the terms hereof.

**MARRIOTT BONVOY EVENTS**

Marriott Bonvoy Events provides Points or Miles to eligible Marriott Bonvoy Members who book and hold qualifying meetings and events at Participating Properties.

Approximately ten (10) business days after the conclusion of the Event (provided that the Event is not cancelled and American Association of Avian Pathologists has otherwise complied with the material terms and conditions of this Agreement), the Hotel will award Points or Miles to the Member and relevant account identified below. By inserting the airline frequent flyer account information, the recipient elects to receive Miles instead of Points.

Marriott Bonvoy Events is not available in certain circumstances, including (1) for any government employee or official booking a government event (U.S. government event or non-U.S. government event); (2) for any employee of a state-owned or state-controlled entity ("SOE") booking an event on behalf of the SOE; or (3) for any other planner or intermediary when booking an event on behalf of a non-U.S. governmental entity or SOE. Hotels in the Asia Pacific region are restricted from awarding Points or Miles to any intermediary booking an event on behalf of any governmental entity or SOE.

**GROUP MUST CHECK ONE OPTION BELOW:**

- The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) is eligible to receive Points or Miles.

Member Name \_\_\_\_\_  
Marriott Bonvoy Membership Number \_\_\_\_\_

\*If Miles are desired instead of Points, please also provide:

Participating airline name \_\_\_\_\_  
Participating airline frequent flyer account number \_\_\_\_\_

OR

- The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) declines or is not eligible to receive Points or Miles and hereby waives the right to receive Points or Miles in connection with the Event.

Hotel Initials:

\_\_\_\_\_

The individual identified above to receive either Points or Miles may not be changed without such individual's prior written consent. The number of Points or Miles to be awarded shall be determined pursuant to the Marriott Bonvoy Terms and Conditions (the "Terms and Conditions"), as in effect at the time of award. All Marriott Bonvoy Terms and Conditions apply. The Terms and Conditions are available on-line at <https://www.marriott.com/loyalty/terms/default.mi> and may be changed at the sole discretion of Marriott International, Inc. at any time and without notice. Capitalized terms used in this section have the meanings given to them in the Terms and Conditions.

\*Electronic selection – This may be done in Microsoft Word by double-clicking on the above unfilled box, choosing a blackened box, and then clicking "Insert." Alternatively, one can use the commands "Insert" and "Symbol," choose the blackened box, and then click "Insert."

**MAKE A GREEN CHOICE**

"Make a Green Choice" is Marriott's guest-facing sustainability program that enables participating guests to help reduce our environmental footprint while earning Marriott Bonvoy bonus Points. This program is open to all guests staying at least two nights regardless of rate plan or booking method. For each day a member forgoes housekeeping, they can earn 500 Bonus Points or a \$5.00 food and beverage voucher while helping reduce water, energy and use of chemicals (250 Points at Select Brand Hotels). Speak with your sales or event manager to learn more or activate for your group.

**ACCEPTANCE**

When presented by the Hotel to American Association of Avian Pathologists, this document is an invitation by the Hotel to American Association of Avian Pathologists to make an offer. Upon signature by American Association of Avian Pathologists, this document will be an offer by American Association of Avian Pathologists. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies American Association of Avian Pathologists at any time prior to American Association of Avian Pathologists's execution of this document, the outlined format and dates will be held by the Hotel for American Association of Avian Pathologists on a first-option basis until August 9, 2019. If American Association of Avian Pathologists cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at the Hotel's option, the arrangements will be released, in which case neither party will have any further obligations.

Upon signature by both parties, American Association of Avian Pathologists and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

**SIGNATURES**

Approved and authorized by American Association of Avian Pathologists.

Name: Bob Bevans-Kerr

Title: Executive Director

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Approved and authorized by Hotel:

Name: Emily Engel

Title: Senior Sales Executive

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Approved and authorized by Hotel:

Name: Lynnette Parkhill

Title: Director of Group Sales

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Hotel Initials:

\_\_\_\_\_



## ST. AUGUSTINE, PONTE VEDRA & THE BEACHES VISITORS & CONVENTION BUREAU

### **Group Closing Fund Request**

- 1) Group Name: American Association of Avian Pathologists Annual Convention
  - Program dates: 7/30 – 8/6/2021
  - Total paid room nights: 1,632
  - Room rate: \$179.00
  - Number of attendees: 500
  - Attrition percentage: 15%
  - Estimated room revenue: \$292,128.00
  - Estimated food and beverage revenue: \$40,000.00
  - Comp room ratio: 1 per 40
  - Other comp rooms: (1) comp One-Bedroom Executive Suite
  
- 2) Additional concessions being offered?
  - Guestroom rate of \$179.00 includes Resort Fee, discounted to \$20.00 per night
  - Six (6) Staff guestrooms at 30% discount from Group Rate over program dates
  - (11) One-Bedroom Villa Suites at the group rate over program dates
  - (25) Government Per Diem guestrooms
  - (11) complimentary VIP welcome amenities, hotels' choice
  - Group rate available three (3) days prior to the event and three (3) days after the event based on guestroom and rate availability
  - Three-week cut-off for group reservations
  - Ability to increase the block at the group rate prior to cut-off date, based on guestroom availability
  - Complimentary meeting space with a Banquet food and beverage minimum of \$40,000.00 (excluding taxes and service charges)
  - 10% discount on 2021 published Banquet menu pricing if food and beverage minimum is met (excluding customized menus, taxes, service charges and alcohol)
  - Marriott Bonvoy points (maximum of 50,000 per program)
  
- 3) What will the group closing funds be used for? Please be specific, i.e. transportation, assistance with a specific meal function, sponsorship, etc. Transportation
  
- 4) Estimated cost of the requested group closing fund item or service: \$2,000.00
  
- 5) What is the competition? Is the competition offering incentives? If yes, please list. None at this time

- 6) As far as you know, are any other properties in St. Johns County bidding on this group? no
- 7) Has the group booked in St Johns County previously? If yes, when and where?
- 8) What is the decision date? 8/9/2019

Once completed please email: [wmcbroom@floridashistoriccoast.com](mailto:wmcbroom@floridashistoriccoast.com) or call 904-209-4432 should you have any questions. Please allow 5 business days to process your request.

Submitted by Emily Engel, Senior Sales Executive Date 7/29/2019  
Hotel Representative

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(For internal use)

\_\_\_\_\_  
VCB Received

\_\_\_\_\_  
Date

29 OLD MISSION AVENUE  
904-829-1711 FAX 904-829-6149

ST. AUGUSTINE, FLORIDA 32084  
WWW.FLORIDASHISTORICCOAST.COM