



LETTER OF AGREEMENT BETWEEN  
**DoubleTree by Hilton Cocoa Beach Oceanfront AND 7.248 Group**

**October 25, 2013**

Randy Clinton  
 7.248 Group  
 PO Box 542522  
 Merritt Island, FL, 32954  
 321-615-5819

[kw4rrc@cfl.rr.com](mailto:kw4rrc@cfl.rr.com)

DoubleTree by Hilton Cocoa Beach Oceanfront  
 2080 North Atlantic Avenue  
 Cocoa Beach, FL, 32931  
 321-783-9222  
 321-799-3238  
 Amanda Tynan  
 Amanda.tynan@hilton.com

RE: **7.248 Group**  
 MEETING DATES: **06/20/2014 to 06/22/2014**

**7.248 Group** ("Group") and **DoubleTree by Hilton Cocoa Beach Oceanfront** ("Hotel") agree as follows:

These arrangements will be a definite commitment upon signing of this agreement (the "Contract") by both parties.

However, between now and **11/05/2013**, unless both parties have agreed upon and fully executed this Contract, should another group request the dates and be in a position to sign an agreement immediately with Hotel, we will advise Group, and Group will have three (3) business days to sign this Contract and confirm the arrangements on a definite basis or Hotel may at its option enter into an agreement with another group or individuals.

If this Contract is not fully executed by **05/21/2014**, the room block may be automatically released.

**GUEST ROOM ACCOMMODATIONS**

This Contract applies to the following block of guest rooms: **30**

Room Type	06/20/2014	06/21/2014	06/22/2014
	Friday	Saturday	Sunday
Standard	15	15	0
	<b>15</b>	<b>15</b>	<b>Checkout</b>

\*Group rate available 3 days pre and post contracted dates, based upon availability.

**CUT-OFF DATE**

The "cut-off date" for accepting reservations into this guest room block is **05/21/2014**. Reservation requests received after 5:00 p.m. local time at Hotel on the cut-off date will be accepted at Hotel's prevailing rate, based on room type availability.

**RATES**

Hotel is pleased to confirm the following special **non-commissionable** guest room rates:

Room Type	Single/Double Rate
Standard King	\$119.00
Standard Double	\$124.00
Oceanfront or Suite	\$159.00

All guest room rates are quoted exclusive of applicable state and local taxes, which are currently **11%**. Tax rate is subject to change without notice.

**EARLY DEPARTURE FEE**

In the event that a guest who has reserved a guest room within Group's guest room block checks out prior to the guest's reserved checkout date, an early departure fee of **\$100** will be charged to that guest's individual account. Guests wishing to avoid this fee must advise Hotel at or before check-in of any change in the scheduled length of stay. Hotel will inform members of Group of this fee upon check-in.

### **FOR ADDITIONAL SERVICES**

Hotel provides a variety of facilities and services not specifically described in this Contract, which are available to groups and individuals at additional charge. A list of the hotel's charges for various services and facilities is available to individual guests upon request. Prices are subject to change.

### **HOUSING BY INDIVIDUAL CALL-IN**

As agreed, you will distribute the hotel's telephone number, web address, toll free number etc. and instruct your participants to contact the hotel directly to make their individual reservations. Also instruct your participants that they must make their reservations not later than **05/21/2014** otherwise the rooms will automatically be released for general sale. Reservation requests received after **05/21/2014** will be accepted on a space available basis at the hotel's published rates.

### **ROOM AND RELATED CHARGES**

Attendee will be responsible for all room, tax, and incidental charges

### **PORTERAGE**

**Not-applicable**

### **BILLING ARRANGEMENTS**

A master account will be set up upon approval for Group covering its charges (the "Master Account"). The estimated amount of the Master Account must be paid in advance [in accordance with the deposit schedule set forth below] unless direct billing has been established. Direct billing requests will be reviewed in accordance with Hotel's normal approval process. Should Hotel determine after establishing direct billing or a deposit schedule that your credit status has changed, Hotel will have the option to require payment of all estimated Master Account charges no later than fourteen (14) days before arrival, including any estimated Attrition Damages (defined below). Group shall review all charges billed to the Master Account to ensure accurate billing.

We request that you advise Hotel of your expected method of payment of the Master Account at least 30 days in advance of arrival. If payment will be by Credit Card, the Credit Card must be provided to Hotel no later than the first day of the event, and all Master Account charges will be charged at departure. Any amounts not paid at departure will accrue interest at the rate of 1 ½% per month from the date of departure.

Payment of all direct billing must be made within thirty (30) days of receipt of a reconciled invoice from Hotel. In the event any charges are disputed, Group must notify hotel of such disputes within five business days or disputes will be considered waived. All undisputed charges will be paid within thirty (30) days, and if not paid within 30 days will be subject to interest accruing at the rate of 1 ½ % per month from the date of departure.

### **CREDIT CARD BILLING**

Subject to the terms and conditions of this Agreement, Hotel will accept credit card payments for all transactions. Hotel shall honor without discrimination valid Cards properly tendered for use. For purposes of this Agreement " Card" means a credit card issued pursuant to the rules and regulations (the "Rules") of American Express®, Diners Club International®, Discover Card®, JCB®, Master Card®, Visa® or any Card for which Hotel provides card processing. Credit card information must be provided 30 days prior to arrival. For approved credit we will charge the credit card upon departure for all undisputed charges. In the event charges are disputed the remainder will be paid upon resolution, after which a late payment charge equal to the lesser of one and one-half percent (1½%) per month or the highest rate permitted by law on the remaining balance until paid in full. For unapproved credit 100% of Group's estimated master account charges will be charged no later than 30 days prior to arrival. Upon completion of the event or upon departure remaining Master Account charges shall be paid in full.

### **GROUP DEPOSIT**

**A group deposit is not required; however, a credit card is required to guarantee all rooms.**

If Group's anticipated total event expenditure increases prior to arrival, the Hotel reserves the right to require Group to pay an additional deposit to bring the total amount collected up to 75% of anticipated total event expenditure.

### **RELOCATION CLAUSE**

In the event any member of your Group with a guaranteed guest room reservation cannot be accommodated by Hotel, Hotel will provide the following:

1. Accommodations at a comparable Hotel as close as reasonably possible at no charge to the guest for the first night the guest are displaced from Hotel.
2. One complimentary round trip ground transportation between Hotel and the alternate Hotel for each day the guest is displaced.
3. One five (5) minute phone call and necessary arrangements for forwarding of the displaced guest's telephone messages and mail.
4. Offer to relocate displaced guest back to the first available guest room.
5. Upon return to Hotel, upgraded accommodations (if available) and a welcome expression from the General Manager.

### **ATTRITION AND CANCELLATION POLICIES**

The parties agree that the event which is the subject of this Contract will generate revenue for Hotel from a variety of sources, including guest rooms, food and beverage events, and other charges for additional services (including, incidental charges for food and beverage and other hotel amenities) that would be incurred by individual guests and by Group. In the event that Group does not fulfill all of its commitments or cancels in its entirety this Contract, Hotel will suffer damages that will be difficult to determine. Likewise, in the event the Hotel cancels in its entirety this Contract, Group will suffer damages that will be difficult to determine.

Therefore, the parties agree that the Attrition and Cancellation clauses of this Agreement provide for liquidated damages that have been specifically agreed upon by the parties as a reasonable estimate of the Hotel's losses or the Group's damages, as the case may be, and do not constitute a penalty of any kind.

#### **GUEST ROOM ATTRITION**

Group agrees to provide a minimum dollar amount of guest room revenue which shall be equal to the number of guest room nights set forth in the Guest Room Accommodation chart times Group's average guest room rate, not including tax (the "Minimum Revenue"). If Group holds its meeting as agreed, Hotel will waive its right to seek damages for Group's failure to achieve the Minimum Revenue if Group achieves at least **80%** of the Minimum Revenue. Should Group fall below this amount, Group will pay as a reasonable estimate of the Hotel's losses an amount equal to the difference between **80%** of the Minimum Revenue and the actual guest room revenue achieved by Group (the "Attrition Damages"). All applicable taxes on the Attrition Damages will be paid by Group.

#### **GUEST ROOM ATTRITION RESALE CREDIT**

Any Attrition Damages due pursuant to the Guest Room Attrition clause will be reduced by the guest room revenue received from unused Group guest rooms that are resold by Hotel. Because it is impossible to accurately determine what guest rooms are resold and at what rate, the parties agree that "resold" rooms will be calculated as follows: The resale revenue credited to Attrition Damages will be equal to Hotel's average daily rate for each day that guest rooms are resold. Unused Group rooms will be the last guest rooms resold, thus guest rooms will be considered resold to the extent that Hotel is able to sell more guest rooms than it could have sold if Group had fully occupied its reserved block. For example, if Group does not use thirty (30) rooms in its block but only ten (10) rooms remain unsold in Hotel, the Attrition Damages owed will be reduced by the average daily rate times ten (10).

#### **CANCELLATION**

Hotel estimates that the Minimum Revenue it will receive from this event if it is held as agreed pursuant to this Contract is as follows:

Minimum Guest Room Revenue:	<b>\$2,856.00</b>
Minimum Food and Beverage Revenue:	<b>N/A</b>
Estimated Other Revenue (rental):	<b>N/A</b>
Total:	<b><u>\$2,856.00</u></b>

If Group elects to cancel this Contract for any reason other than a termination for cause or pursuant to the Force Majeure clause of this contract, Group agrees to provide written notice to Hotel accompanied by the payment indicated in the following scale:

Up to 181 days prior to main arrival	<b>\$714.00</b>	<b>Which is 25% of Guest Room Revenue</b>
91 – 180 days prior to main arrival	<b>\$1,428.00</b>	<b>Which is 50% of Guest Room Revenue</b>
31 – 90 days prior to main arrival	<b>\$2,142.00</b>	<b>Which is 75% of Guest Room Revenue</b>
Less than 30 days prior to main arrival	<b>\$2,856.00</b>	<b>Which is 100% of Guest Room Revenue</b>

If such payment does not accompany the Group's cancellation notice, the amount owed by the Group shall be determined in accordance with the scale above by using the date the payment is actually made by Group to Hotel, rather than the date Group provided notice of cancellation to Hotel. The option to cancel is agreed by the parties to constitute the exercise of a contractual option and not a default. The parties further agree that the amounts set forth above are reasonable estimates of the losses that would be incurred by Hotel and include consideration of the possibility of Hotel's ability to mitigate its losses through resale, therefore the reductions applicable in the Guest Room Attrition and Guest Room Attrition Resale credit clauses will not apply in the event of a cancellation.

Hotel shall retain the right to cancel this contract upon written notice to Group without incurring any liability or damages to Group at any time up to ninety (90) days prior to main arrival by providing written notice to Group accompanied by a return of the entire Group deposit. If Hotel cancels this Contract at any time between eighty-nine (89) days and thirty (30) days prior to main arrival, it shall provide written notice to Group accompanied by a return of the entire Group deposit plus an additional amount equal to 10% of the Group deposit. If Hotel cancels this Contract at any time twenty-nine (29) days prior to main arrival or later, Hotel shall return the entire Group deposit plus an additional amount equal to 25% of the Group deposit.

#### **FORCE MAJEURE**

The performance of this Contract is subject to acts of God, government authority, disaster, or other emergencies, any of which make it illegal or impossible for Hotel to provide the facilities and/or services for Group's event or meeting. It is provided that this Contract may be terminated for any one or more of such reasons by written notice from one party to the other without liability.

#### **INSURANCE**

Hotel and Group shall obtain and maintain and provide evidence of insurance upon request in amounts sufficient to provide coverage for any liabilities which may reasonably arise out of or result from the parties' respective obligations pursuant to this Contract.

#### **INDEMNIFICATION**

To the extent allowed by applicable law, each party hereby agrees to indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action resulting from breach of any of its representations, warranties or covenants herein or the negligence, gross negligence or intentional misconduct of the party indemnifying or its respective officers, directors, employees, agents, contractors, members or participants (as applicable), provided that with respect to officers, directors, employees, and agents, such individuals are acting within the scope of their employment or agency, as applicable.

**AMERICANS WITH DISABILITIES ACT**

Group and Hotel shall each be responsible for compliance with the public accommodation requirements of the Americans with Disabilities Act and any applicable state or local laws in their respective operation or use of Hotel. Hotel shall provide, to the extent required by law, such auxiliary aids and services or modifications of Hotel rules or policies as may be reasonably requested by Group on behalf of its disabled members for use in sleeping rooms and public areas of Hotel operated by Hotel personnel, provided that Group gives reasonable advance written notice to Hotel of such needs. During its use of Hotel, Group shall be responsible for providing its disabled members with auxiliary aids and services or modifications of Group rules or policies in connection with any Group program, activities or presentation (including, for example, engagement of and payment to specialized service providers, such as sign language interpreters), where such accommodation is necessary for use in the meeting space used by Group, other than those types and quantities typically maintained by Hotel.

**LIMITATION ON PUNITIVE DAMAGES**

The parties hereby agree that neither party shall be liable for any punitive damages.

**DISPUTE RESOLUTION**

The parties will resolve any controversy, claim or dispute of any kind or description arising out of or relating to this Contract through binding arbitration before one arbitrator conducted in accordance with the rules of the American Arbitration Association or JAMS in the State and city in which Hotel is located. The law of the State in which Hotel is located will be the governing law. The arbitration award will be enforceable in any state or federal court. In the event of arbitration or litigation arising from or associated with this contract or the enforcement of any arbitration award, the parties agree that the prevailing party therein shall recover attorneys' fees and costs including expert witness and arbitration fees and pre and post judgment interest. In addition, Group shall be responsible for payment of attorneys' fees and interest associated with Hotel's efforts to collect monies owed under the terms of this Contract.

**COMPLIANCE WITH LAWS AND HOTEL RULES AND POLICIES**

Group agrees to comply with all applicable federal, state and local laws and Hotel rules and policies governing the Contract and event, including any rules, regulations or requests of the U.S. Department of Homeland Security.

**ASSIGNMENT**

Group agrees that it may not assign its interest, rights or duties under this Contract to any other person or entity without Hotel's prior written approval.

**NOTICE**

Any notice required or permitted by the terms of this Contract must be in writing. Notice may be sent via facsimile transmission and will be considered effective as of the date and time of the facsimile confirmation of transmission.

**WAIVER**

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

**SEVERABILITY**

If any provision of this Contract is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of the Contract shall have full force and effect.

**SIGNATURE**

This contract, with exhibits attached (if any), constitutes the entire Agreement between the parties and may not be amended or changed unless done so in a writing signed by Hotel and Group.

The undersigned represent that they are authorized to sign and enter into this contract.

If a fax transmittal is used by either party, then the fax copy shall serve as an original until an actual original is executed and received by both parties.

In witness whereof, **DoubleTree by Hilton Cocoa Beach Oceanfront and 7.248 Group** have executed this Contract in manner and form sufficient to bind them as of the date and year set forth on page one of the Contract.

ACCEPTED AND AGREED TO:

7.248 Group

DoubleTree by Hilton Cocoa Beach Oceanfront

By: \_\_\_\_\_

\_\_\_\_\_

Randy Clinton,

Amanda Tynan , Sales Manager

**CREDIT CARD AUTHORIZATION FORM**

Attention: Amanda Tynan  
Phone: 321-783-9222  
Fax: 321-799-3238

By signing this form, I authorize DoubleTree by Hilton Cocoa Beach Oceanfront to charge my credit card according to the details below.

Credit Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Please circle one: AMEX, MasterCard, Visa, Discover, Diner's Club

Name of Cardholder: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
(Print Name)

Signature of Cardholder: \_\_\_\_\_  
(REQUIRED)

Billing Address of Cardholder: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company/Group Name: 7.248 Group

Event Date(s): 06/20/2014 - 06/22/2014

If the credit card is to be used to settle all balances upon completion of event, 50% of the estimated revenue will be charged as a deposit upon receipt of this credit card authorization.

Billing to Include:

- All charges
- Planned Function Charges / Catering (to include food & beverage and audio visual)
- Meeting Room Rental
- All Guest Room Charges
- Guest Room / Tax Only
- Deposit only for Planned Function \$ \_\_\_\_\_
- Deposit only for Guest Room \$ \_\_\_\_\_
- Other (specify; ie. room drops, portorage, housekeeping gratuities)

(Note – Direct Billing must be requested and approved, otherwise all charges will be settled to the credit card)

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**FOR INTERNAL USE ONLY**

Sales Manager and Catering/Convention Services Contacts: \_\_\_\_\_

Group Code: \_\_\_\_\_

Estimated dollar amount: \$ \_\_\_\_\_ Approval Code: \_\_\_\_\_