



**MARRIOTT  
FORT LAUDERDALE  
NORTH**

The following represents an agreement between Fort Lauderdale Marriott North, 6650 N Andrews Avenue, Fort Lauderdale, FL, 33309-2134, (954) 771-0440 and Florida Housing Finance Corporation.

**ORGANIZATION:** Florida Housing Finance Corporation  
**CONTACT:**

**Name:** Angeliki G. Sellers  
CFO  
**Street Address:** 227 N. Bronough Street, Suite 5000  
**City, State, Postal Code:** Tallahassee, Florida 32301-1329  
**Country/Region:** USA  
**Phone Number:** (850) 488-4197  
**E-mail Address:** Angie.Sellers@floridahousing.org

**NAME OF EVENT:** Florida Housing Finance Corporation Board Meeting

**OFFICIAL PROGRAM DATES:** May 8 – 9, 2025

**GUEST ROOM COMMITMENT/GROUP ROOM RATES**

The Hotel agrees that it will provide, and Florida Housing Finance Corporation agrees that it will be responsible for promoting our room block availability in the pattern set forth below (such number and such pattern, the "Room Nights Available"):

**Rooms for Attendees**

Date	Day	Standard Room	Total Rooms
05/08/2025	Thu	50	50

Start Date	End Date	Room Type	Single
05/08/2025	05/09/2025	Standard Room	\$129.00

Hotel's room rates are subject to applicable state and local taxes (currently 13%) in effect at the time of check-out. Room rates are available 3 days pre, 3 days post the arrival date and the ability to increase the block each night at the same rate based on inventory availability.

**COMMISSION**

The group room rates listed above are net non-commissionable. Florida Housing Finance Corporation will advise its designated agency of these rates and address any resulting agency compensation issues directly with the management of the appropriate agency.

**METHOD OF RESERVATIONS**

Reservations for the Event will be made by individual guests via a booking link provided by the hotel. Select staff rooms may be provided via a rooming list presented to the hotel two weeks prior to arrival.

**GUARANTEED RESERVATIONS**

All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card or by Florida Housing Finance Corporation. The hotel will not hold any reservations unless secured by one of the above methods.

### **CUT-OFF DATE**

Reservations by attendees must be received on or before **Tuesday, April 22, 2025**, (the "Cut-Off Date"). At the Cut-Off Date, Hotel will review the reservation pick up for the Event, release the unreserved rooms for general sale, and determine whether or not it can accept reservations based on a space- and rate-available basis at the Florida Housing Finance Corporation group rate after this date.

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

Florida Housing Finance Corporation agrees that neither Florida Housing Finance Corporation 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 Florida Housing Finance Corporation reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

### **BILLING ARRANGEMENTS**

The following billing arrangements apply: Individual to pay all charges (cash-paying guests may be asked to leave a cash or credit card deposit to guarantee payment).

### **PHISHING**

Please be aware that bad actors can impersonate Hotel employees. Group should never rely solely on contact information sent in an email or respond directly to any email requesting a bank account information change. If Group receives a request from Hotel regarding bank account information, Group should contact the Hotel via verified phone number or in person to confirm the request prior to providing such information.

### **METHOD OF PAYMENT**

The method of payment of the Master Account will be established upon approval of Florida Housing Finance Corporation's credit. If credit is approved, the outstanding balance of Florida Housing Finance Corporation Account (less any advance deposits and exclusive of disputed charges) will be due and payable upon receipt of invoice.

Florida Housing Finance Corporation will raise any disputed charge(s) within 10 days after receipt of the invoice. The Hotel will work with Florida Housing Finance Corporation 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.

Or Florida Housing Finance Corporation may elect to use the following form of payment:

Credit card (We accept all major credit cards)

In the event that credit is not approved, Florida Housing Finance Corporation 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.

### **ROOMS ATTRITION**

Hotel is relying upon Florida Housing Finance Corporation's nightly use of the Room Night Commitment and, if applicable, the Minimum Banquet Food and Beverage Revenue. Florida Housing Finance Corporation agrees that a loss will be incurred by Hotel if Florida Housing Finance Corporation's actual usage is less than 80% of the Room Night Commitment on any night of the Event.

Hotel agrees to allow for a 20% 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 attrition charges to Florida Housing Finance Corporation's 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.

### **CANCELLATION**

In the event of a group cancellation occurring 0 days to 90 days prior to arrival, liquidated damages in the amount of eighty percent (80%) of the Room Night Revenue Commitment will be due, plus applicable taxes.

**FUNCTION INFORMATION AGENDA/EVENT AGENDA**

Based on the requirements outlined by Florida Housing Finance Corporation the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

Date	Day	Start Time	End Time	Function Type	Setup	# People	Food & Beverage Minimum
05/09/2025	Fri	8:30 AM	11:30 AM	Meeting	Theater	150	\$2,500.00

All meeting rooms, food and beverage, and related services are subject to applicable taxes (currently 7%) and service charge (currently 25%) in effect on the date(s) of the event.

**FACILITY FEES**

Based on Florida Housing Finance Corporation planned meetings and events the function space fees would be waived based on the event producing \$2,500.00 spent in food and beverage as reflected in the Function Agenda. If the event does not meet the F&B requirement a room rental fee will be applied to the final event bill.

**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.

**COMPLIANCE WITH LAW**

This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and Florida Housing Finance Corporation agree to cooperate with each other to ensure compliance with such laws.

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

Any changes, additions, stipulations, or deletions including corrective lining out by either Hotel or Florida Housing Finance Corporation 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.

**DEPOSIT SCHEDULE**

First Deposit -- 50% or total estimated amounts due	March 31, 2025	\$1,250
Final Payment- All remaining amounts due	May 7, 2025	TBD

**\*\*Deposits include tax & service charge\*\***

**BILLING ARRANGEMENTS**

This event payment in full is due on May 7, 2025, and will be credited toward Group's Master Account.

**PAYMENT BY CREDIT CARD OR COMPANY CHECK**

If Hotel or Florida Housing Finance Corporation wishes to pay any portion of its obligation by credit card, the credit card information must be entered into our secure online website. A Credit Card Information Request e-mail will be sent to the e-mail address provided by Florida Finance Corporation.

**COMPLIANCE WITH EQUAL OPPORTUNITY LAWS**

This section describes Marriott's obligations as a U.S. federal contractor. It does not apply to customers that are not part of the U.S. federal government or using funds from the U.S. federal government for this contract.

Marriott 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.

Marriott (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 ("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.**

Marriott 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, Marriott 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.

#### **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.

Florida Finance Corporation 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.

#### **IN-HOUSE EQUIPMENT**

Hotel will provide, at no charge, a reasonable amount of meeting equipment (for example, chairs, tables, chalkboards, etc.). These complimentary arrangements do not include special setups or extraordinary formats that would deplete Hotel's present in-house equipment to the point of requiring rental of an additional supply to accommodate Florida Housing Finance Corporation needs. If such special setups or extraordinary formats are requested, Hotel will present Florida Housing Finance Corporation two (2) alternatives: (1) charging Florida Housing Finance Corporation the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost.

#### **TECHNICAL SERVICES**

Encore is Hotel's preferred provider for audio/visual needs.

**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 Florida Housing Finance Corporation 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 -  
Email Address -

\*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.

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.

**Appendix A**

**Additional Terms**

The following statutorily-required terms and conditions are hereby appended to the Fort Lauderdale Marriott North ("Marriott") Group Sales Agreement for May 8-9, 2025.



## 1. Public Records

Files Subject to Florida's Public Records Law: Any file, report, record, document, paper, letter, or other material received, generated, maintained or sent by Marriott in connection with this Contract is subject to the provisions of Section 119.01-15, Fla. Stat., as may be amended from time to time (Florida's Public Records Law). Marriott represents and acknowledges that it has read and understands Florida's Public Records Law and agrees to comply with Florida's Public Records Law.

Pursuant to Section 119.0701(2)(b), Fla. Stat., Marriott will be required to comply with public records laws, specifically to:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

Notwithstanding anything contained herein to the contrary, the provisions and requirements of this paragraph shall only apply if and when Marriott is acting on behalf of Florida Housing.

**If Marriott has questions regarding the application of Chapter 119, Florida Statutes, to Marriott's duty to provide public records relating to this contract, contact the Corporation Clerk at:**

**Corporation Clerk  
227 N. Bronough Street, Suite 5000  
Tallahassee, Florida 32301-1329  
Phone: 850.488.4197  
E-mail: Corporation.Clerk@floridahousing.org**

2. Marriott understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), Fla. Stat.

3. Marriott understands and agrees to comply with the provisions of Section 448.095, Fla. Stat.

4. Marriott attests, under penalty of perjury, that it does not meet any of the criteria in Section 287.138(2)(a) - (c), Fla. Stat.

There are no other changes to the remainder of the Agreement.

### ACCEPTANCE

Upon signature by both parties, Florida Housing Finance Corporation 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 Florida Housing Finance Corporation:

Name: (Print) Angeliki G. Sellers

Title: (Print) GFO

Signature: 

Date: 6-26-2024

Approved and authorized by Hotel:

Name: Mr. Steven Green

Title: Director of Sales & Marketing

Signature: 

Date: 6/20/2024