



# Hilton

DAYTONA BEACH RESORT/  
OCEAN WALK VILLAGE

## FLORIDA ASSOCIATION OF MANAGEMENT INFORMATION SYSTEMS

The following information constitutes a binding Contract between **Hilton Daytona Beach Resort / Ocean Walk Village** and **FLORIDA ASSOCIATION OF MANAGEMENT INFORMATION SYSTEMS**. Signatures at the end of this document by representatives of both parties indicate mutual agreement of the arrangements contained herein.

### FLORIDA ASSOCIATION OF MANAGEMENT INFORMATION SYSTEMS

Belinda Fries  
FAMIS Chair  
Suwanee High School  
1314 Pine Ave SW  
Live Oaks, FL 32064  
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### Hilton Daytona Beach Resort / Ocean Walk Village

Mary Jo Ortiz  
Sales Manager  
100 North Atlantic Avenue  
Daytona Beach, FL 32118  
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Email: Mortiz@daytonahilton.com

### GUEST ROOM BLOCK FOR June, 2018:

	Mon 06/25	Tue 06/26	Wed 06/27
Run of House	125	250	250

Total Room Nights: 625

### GUEST ROOM RATES:

Rates for your meeting are confirmed as follows:

Room	Single Rate	Double Rate	Triple Rate	Quad Rate
Run of House	\$133	\$133	\$143	\$153

Currently the Sales Tax rate is 6.5% and Occupancy Tax is 6%. Taxes are subject to change.

Please note the above rates are net, non-commissionable and are subject to any applicable taxes.

### CHECK-IN TIME/CHECK-OUT TIME:

Our check-in time is 4:00pm and check-out time is 11 am. Guests arriving before 4:00 pm, will be accommodated as rooms become available. Our Front Desk Staff can arrange to check baggage for those arriving early when rooms are not available and for guests attending functions on their day of departure.

### COMPLIMENTARY ACCOMMODATIONS:

**Hilton Daytona Beach Resort / Ocean Walk Village** will provide one (1) complimentary room for every 40 rooms occupied. Complimentary rooms must be utilized during this program. Also, complimentary rooms will be figured on full revenue rooms, not on staff rooms or any reduced rate rooms. Complimentary room credits earned must be used during the conference dates and the value of credits may not be credited to the group's master account.

**ADDITIONAL CONSIDERATIONS:**

- Two rooms upgraded to Suites at the Group rate of \$129
- Complimentary Internet in the Guestrooms for your attendees
- A 20% discount on our Food & Beverage pricing
- A 20% discount on our AV pricing
- A 20% discount on internet in the Meeting rooms
- No Resort Charge
- Complimentary Meeting Space
- Discounted rate of \$8 per night for Self Parking
- 4 complimentary VIP Valet Parking passes per day
- Hanging of 6 Banners at no charge
- 500 lbs of freight will be stored at the Hotel at no charge
- One complimentary room for 2 nights for pre conference planning based on availability
- Breakfast Coupons offered at \$15 inclusive
- 20% discount coupons for the Spa

**ANTICIPATED ROOM NIGHT AND BANQUET FOOD AND BEVERAGE REVENUE FIGURES**

At this time, the hotel is holding 625 room nights for your use over the contracted dates, totaling revenues of \$80,997. Planned banquet food and beverage revenue is \$12,000. All food and beverage is subject to prevailing service charge administrative fee and tax. All revenue figures are net and not inclusive of taxes, service charge, administrative fee or commissions.

**METHOD OF PAYMENT:**

It is our understanding that each attendee is responsible for own room, tax and incidentals. Rooms need to be guaranteed by each individual with a major credit card or cash deposit; otherwise, rooms will be held 72 hours of arrival, and then released for general sale.

**MASTER ACCOUNT:**

Please complete and return the enclosed credit card authorization to set up a master account along with the signed contract. No guarantees can be made to a group master account until the credit card authorization has been received.

**BILLING:**

Your program is not considered definite until Payment Information is received.

**DIRECT BILLING:** If you wish to establish credit with the Hotel for the purpose of direct billing a portion of your account through the use of a Master Account for any of the above listed events you agree that the Hotel may review any available credit reporting services and will attempt to confirm your credit based on such sources. A minimum of (2) Hotel References must be provided.

**PAYMENT OF DIRECT BILLING:** Subject to the approval of credit by the Hotel, authorization to direct bill may be issued and payment will be required 30 days upon receipt of an invoice from the Hotel. For any charges that remain unpaid after thirty (30) days from the date of the invoice, a late payment charge equal to the less of 1 ½% per month, or the highest rate permitted by law, shall be applied on the remaining balance until paid in full. We request that you review your Master Account with the Hotel Accounting Department prior to your departure.

**CREDIT CARD PAYMENT:** A valid credit card authorization form may be submitted in lieu of Direct Billing or Advanced Deposit. A front and back copy of the credit card being used is also required. This card will be charged 72 hours prior to arrival if full payment has not already been received. In the unlikely event the card would be declined, another method of payment must be received at that time.

**DEPOSIT SCHEDULE:** In the event credit is not approved or requested; full prepayment of all estimated charges must be made no less than 7 days to arrival, please refer to your deposit schedule. In the event the Hotel does not receive such prepayment, the Hotel shall have the option of releasing your space by providing you with written notice, and you will remain liable for any cancellation and other similar charges provided in this Agreement.

**Deposit Schedule:**

Date: 30 days prior to arrival

Amount: 50% of Anticipated Master Account

**MEETING SPACE:**

Day	Date	Start Time	End Time	Function	Setup	Agr
Mon	6/25/2018	9:00 AM	24 hr hold	Office		
Tue	6/26/2018		24 hr hold	Office		
		9:00 AM	24 hr hold	Exhibit Set up		
		12:00 PM	1:00 PM	Opening Session	Theatre Style	400
		1:00 PM	5:00 PM	Exhibits Open		
		1:15 PM	5:00 PM	5 Breakouts	Theatre Style	Various
		3:30 PM	3:45 PM	Break		400
Wed	6/27/2018		24 hr hold	Office		
		7:30 AM	8:00 AM	Continental		
		8:00 AM	4:30 PM	Exhibits Open		
		8:00 AM	4:30 PM	5 Breakouts	Theatre Style	Various
		12:00 PM	1:30 PM	Lunch		400
		3:30 PM	3:45 PM	Break		400
Thu	6/28/2018	24 hr hold	5:00 PM	Office		
		7:30 AM	8:30 AM	Continental		
		8:30 AM	12:00 PM	5 Breakouts	Theatre Style	Various
		12:15 PM	1:00 PM	Closing Session	Theatre Style	400

**GUARANTEE:**

In order to provide for all attendees, a guaranteed count will be needed 72 hours in advance of the function. Unfortunately, this number may not be reduced. Should you be unable to provide us with a count, Hilton Daytona Beach Resort / Ocean Walk Village will refer to the originally contracted number and prepare accordingly. This will ensure the comfort of all in attendance.

All food and beverage is subject to prevailing service charge administrative fee and tax. All revenue figures are net and not inclusive of taxes, service charge, administrative fees or commissions.

**NO ROOM RENTAL:**

Though we usually charge for usage of our function space, the hotel will provide all of the function space you require in accordance with the schedule of events on a complimentary basis, in recognition of the revenue we will derive from the provision of room nights and food and beverage services and ancillary services hereunder.

**ROOM ASSIGNMENTS:**

The Catering / Convention Services Department reserves the right to reassign function rooms to best service and utilize space according to the final guaranteed number of guests.

**BOXES:**

Hilton Daytona Beach Resort / Ocean Walk Village will gladly receive the supplies necessary for any function through our FedEx Office on property. Standard FedEx shipping and handling fees apply. FedEx Office is committed to providing you with an outstanding experience during your stay. All guest and event packages being shipped to the hotel must follow the address label standards to prevent package routing delays. Please schedule your shipment(s) to arrive 3-4 days prior to the event start date to avoid additional storage fees.

**AUDIO-VISUAL EQUIPMENT**

The Hilton Daytona Beach Oceanfront Resort is pleased to have selected PSAV Presentation Services as the audiovisual provider for our customers. PSAV Presentation Services has provided outstanding service for conventions, meetings and special events across the United States since 1937. A complete line of basic and specialized audio, video and lighting equipment, along with professionally trained technicians, are available through PSAV Presentation Services. PSAV Presentation Services can help you achieve a successful event of any size and technology.

**PSAV Presentation Services may be contacted by dialing (386) 947-8076.**

PSAV Presentation Services is our preferred audiovisual provider and the Hotel will charge an additional fee for the technical support of any available Hotel services that the Group elects to procure from an

outside vendor. Any connection to the ceiling or supporting structure of the Hotel must have approval from the Hotel prior to installation. Specific guidelines will be enforced. Additionally, Hotel maintains exclusive control over all connections to house audio, lighting, and electrical systems, and exclusive control over all signs, banners, decorations, or balloon drops suspended in the hotel. Specific guidelines are enforced. Appropriate charges will apply.

**GROUP GUARANTEE:**

Please complete and return the enclosed credit card authorization form to guarantee the block against attrition and cancellation.

**ATTRITION:**

This contract constitutes our mutual agreement for **FLORIDA ASSOCIATION OF MANAGEMENT INFORMATION SYSTEMS's** usage of **625** room nights. Both contractual parties acknowledge and agree that there will be a loss incurred, by **Hilton Daytona Beach Resort / Ocean Walk Village**, should there be a reduction on the total number of room nights realized from this agreement. **Hilton Daytona Beach Resort / Ocean Walk Village** will allow slippage up to 20% of the contracted room block without damages. If the number of room nights utilized falls below 80% of the total number of room nights contracted, **Hilton Daytona Beach Resort / Ocean Walk Village** will assess a charge equal to the agreed upon group guest room rate of **\$133.00** multiplied by the difference between room nights and the actual number of rooms utilized.

**PRE-ARRIVALS/STAY OVERS:**

For any guests who may wish to arrive early or depart later than indicated in the official dates mentioned above, we will honor the group rate for three (3) days prior and three (3) days after your major meeting dates. Early arrivals or late departures, other than listed above, are subject to space availability.

**RESERVATIONS:**

It is our understanding all reservations will be on an individual basis. Guests can make reservations via the following: **866-536-8477** or **1-800-HILTONS** (toll free, 24 hour reservation center); **386-254-8200** (Hotel direct, M-F, 9am-5pm) or **www.hilton.com**. Reservations will be taken with a credit card guarantee and the credit card will not be charged

It is important that each of your guests contact the hotel no later than 21 days prior to Monday, June 25, 2018 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 queen, or suites), check-in and check-out dates.. 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.

**Hilton Daytona Beach Resort / Ocean Walk Village** agrees to hold your room block until **June 4, 2018**. At that time any unsold rooms will be released to the Hotel for general sale. Reservations received after the cut-off date will be on a space and rate available basis only.

Any cancellations within 72 hours from the date of arrival will be billed for one (1) night's room and tax. It is the responsibility of **FLORIDA ASSOCIATION OF MANAGEMENT INFORMATION SYSTEMS** to inform all attendees of our cancellation policy.

**Hilton Daytona Beach Resort / Ocean Walk Village** will impose a one (1) night's room and tax early departure fee for all guests who register for a specified length of stay and check out early. Our front desk staff will make every effort to confirm the guest's departure date upon check-in to minimize any confusion.

**SIGNAGE:**

**Hilton Daytona Beach Resort / Ocean Walk Village** must approve all signs, decorations, or props that are to be displayed. The Hotel will check for quality, content, placement and method of fastening. Any of the above not approved by the Hotel may be removed, and any damage caused to the facility will be charged to the individual or the master account.

**PROVISIONS:**

The hotels will do everything physically possible to comply with the American Disabilities Act (ADA). The Hotel shall provide, to the extent required by the Act, such auxiliary aids and/or services as may be reasonably requested by Group, provided that Group gives reasonable advance written notice to the Hotel of such needs. Group shall be responsible for the cost of any auxiliary aids and services (including engagement of and payment to specialized service providers, such as sign language interpreters), other than those types and quantities typically maintained by the Hotel.

**ARBITRATION:**

Any controversy, claim or dispute arising out of or relating to this Agreement, shall at the option of the Hotel be settled through non-binding mediation or binding arbitration conducted in accordance with the rules of the American Arbitration Association or through an action brought in any court of competent jurisdiction in the State in which the Hotel is located for trial and determination by such court sitting without a jury, under the law of such State in either case. In connection with any such litigation, including appellate proceedings, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs. In addition, Group shall be responsible for payment of attorneys' fees and interest associated with the Hotel's efforts to collect monies owed under the terms of this Agreement. The parties consent to the exclusive jurisdiction of a court of competent jurisdiction in the State in which the Hotel is located and to service of process outside the State in which the Hotel is located pursuant to the applicable requirements of such court in any matter so submitted to it and THE PARTIES EACH EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY. Any judgment or award rendered by the arbitration as referenced above may be entered in any court in the State in which the Hotel is located having jurisdiction thereof or in any court having jurisdiction over the party against whom judgment is sought to be enforced. Neither party shall under any circumstances be responsible for indirect, consequential or punitive damages.

**GOVERNING LAW:**

The terms of this agreement shall be governed by and construed in accordance with the laws of the State of Florida.

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

Any changes, additions, stipulations or deletions including corrective lining out by either Group or Hotel 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.

**SECURITY**

Hotel does not provide security in the meeting and function space and all personal property left in the meeting or function space should be at the sole risk of the owner. Group agrees to advise its attendees that they are responsible for safekeeping of their personal property.

**INSURANCE**

The Hotel and the 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 respective obligations pursuant to this contract.

**INDEMNIFICATION**

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 the gross negligence or intentional misconduct of such party 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 representing their company/agency.

**FORCE MAJEURE:**

The parties' performance under this Agreement is subject to acts of God, war, government regulation, threats or acts of terrorism or similar acts, disaster, strikes (except those involving the Hotel's employees or agents), civil disorder, curtailment of transportation facilities, or any other emergency beyond the parties' control, making it inadvisable, illegal or impossible to perform their obligations under the Agreement. Either party may cancel the Agreement for any one or more of such reasons upon written notice to the other. In the event Group decides to hold its Meeting despite such circumstances, the Hotel

shall waive any fees related to a reduced-sized Meeting (including any room attrition fees, function space rental, food and beverage attrition fees) and shall offer the Group's guests any lower room rate offered to guests during the contracted dates.

**CANCELLATION POLICY:**

Should cancellation of this Contract occur after signature date, for any reason other than noted in the above Force Majeure clause, the following percentage scale will be utilized. It is based on the estimated minimum revenues in this Contract, and is designed to compensate the Hotel for lost revenue incurred by holding these arrangements on a definite basis, and does not include reasonable attorney's fees should collection proceedings occur.

Cancellation of this Contract must be submitted in writing.

**CANCELLATION**

In the event of a group cancellation occurring 0 to 90 days prior to arrival, liquidated damages in the amount of ninety percent of the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures" will be due, plus , applicable taxes, service charges, and administrative fee.

In the event of a group cancellation occurring 91 to 180 days prior to arrival, liquidated damages in the amount of eighty percent of the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures" will be due, , plus applicable taxes, service charges, and administrative fee.

In the event of a group cancellation occurring 181 to 365 days prior to arrival, liquidated damages in the amount of seventy percent of the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures" will be due, , plus applicable taxes, service charges, and administrative fee.

In the event of a group cancellation occurring between the time of acceptance of this contract and 366 days prior to arrival, liquidated damages in the amount of fifty percent of the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures" will be due, , plus applicable taxes, service charges, and administrative fee.


**MEETING PLANNER BONUS PROGRAM**

Belinda Fries as the FAMIS Chair and Julie Jernigan as the Meeting Planner for this event are eligible to earn HHonors points for a qualifying event. Full details and rules regarding the program are available by calling the HHonors Customer Service Center at 1-800-548-8690 in the U.S. and Canada or 1-972-788-0878 or by visiting [www.hilton.com](http://www.hilton.com). Only the meeting planner who is specifically named in the event contract will be eligible for this bonus program. In this case, Belinda Fries and Julie Jernigan will earn one HHonors bonus point for every eligible dollar spent. Eligible revenue will consist of room revenue realized.

The above arrangements have been set aside for you on a first option tentative basis until 8/31/2016. At that time, unless we have a signed Contract from you, we have the absolute right to release the space being held for you to another group. Thank you very much for choosing **Hilton Daytona Beach Oceanfront Resort**, we look forward to the opportunity to host your room block.

**SIGNATURES**

Approved and authorized by **FLORIDA ASSOCIATION OF MANAGEMENT INFORMATION SYSTEMS**

Name: (Print) Belinda Fries  
Title: (Print) FAMIS Chair  
Signature:   
Date: 8-29-2017

Approved and authorized by the **Hilton Daytona Beach Resort / Ocean Walk Village:**

Name: (Print) Mary Jo Ortiz  
Title: (Print) Sales Manager

Signature: Mary Jo Ortiz  
Date: 8/30/2017

Approved and authorized by the **Hilton Daytona Beach Resort / Ocean Walk Village:**

Name: (Print) Linda Fenton  
Title: (Print) Director of Sales  
Signature: Linda Fenton  
Date: 8/30/2017