

# TOWNEPLACE SUITES® MARRIOTT

## GROUP SALES AGREEMENT

### TownePlace Suites Panama City Beach

16000 Panama City Beach Parkway, Panama City, FL 32413

Phone: 850-233-2311

Fax: dremab@immhotels.com

#### DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between the TownePlace Suites Panama City Beach and the group listed below and outlines specific terms, conditions, and services to be provided.

NAME OF EVENT: Emerald Coast Boat & Lifestyle Show

*ECBP*

Name: Chris Miller

Title:

Street Address: 1500 W 11th Street

City, State Postal: Panama City, FL 32401

Phone Number: 850-348-1498

E-mail Address: chris@cmmarina.com

OFFICIAL ARRIVAL DATE: Wednesday, February 28, 2024

#### GUEST ROOM COMMITMENT

The Hotel agrees that it will provide, and "Group" agrees that it will be responsible for utilizing, room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

	Occupancy	Wed 02/28/2024		Thu 02/29/2024		Fri 03/01/2024		Sat 03/02/2024	
		Rooms	Rate	Rooms	Rate	Rooms	Rate	Rooms	Rate
Studio King	D	3	\$161.00	10	\$161.00	10	\$161.00	10	\$161.00
Studio Queen Queen	D	2	\$161.00	5	\$161.00	10	\$161.00	10	\$161.00
<b>Sun 03/03/2024</b>									
	Occupancy	Rooms	Rate						
Studio King	D	7	\$161.00						
Studio Queen Queen	D	3	\$161.00						

Hotel room rates are subject to applicable occupancy taxes (13%) in effect at the time of check in. The above rates are based upon single/double occupancy.

**Hotel Amenities/ Concessions:** In consideration of the entire value and partnership your Group brings to the Hotel, we are pleased to offer the following concessions:

- Complimentary hot breakfast buffet each morning of your stay
- Complimentary Wi-Fi, Complimentary Self-Parking

#### COMMISSION

Group rates are net non-commissionable.

#### GUARANTEED RESERVATIONS

All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card. Hotel will not hold any reservations unless secured by one of the above methods. Individual reservations may be cancelled up to two (2) days prior to date of arrival to avoid no show charges. The no-show fee is one night's room & tax charge. Release of rooms for general sale before two

**(2) days** to avoid no-show charges, does not affect the groups' obligation, as discussed elsewhere in this Agreement, to utilize guest rooms.

#### **CHECK-IN AND CHECK-OUT:**

Check-in time is 4:00PM and checkout time is 11:00AM. The hotel will make every effort to accommodate early arrivals and late checkouts. Requests will be handled on an individual basis and will depend upon the hotel's current availability. For your convenience, baggage can be stored on day of arrival and day of check out.

#### **RESERVATION PROCEDURES**

##### **Internet**

If individual guests are required to make their own reservations, direct them to the customized reservation link that will be provided after contract signature.

#### **CUT-OFF DATE**

Reservations must be made received on or before January 29, 2024

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 it can accept reservations based on a space--and rate--available basis at the Emerald Coast Boat & Life Show 2024: null-Advanced Booking group rate after this date.

#### **CODE OF CONDUCT**

All hotel guests are required to conduct themselves in a respectful manner. No parties, loud disturbances, noise-nuisances, disorderly conduct, or inappropriate behavior is allowed or tolerated on these premises. In the event of a disturbance, one polite request (warning) will be given. If hotel's request is not followed, the group will be asked to leave the hotel without refund and a damage fee will be incurred. Decorations such as glitter, confetti, silly string, etc. are not permitted in any area of the hotel.

#### **BILLING ARRANGEMENTS**

The following billing arrangements apply: Individual pay own charges.

#### **TAX EXEMPTIONS**

If the group maintains a tax-exempt status, the group must provide the Hotel with a valid tax exemption certificate(s) 30 days prior to the event in order to be exempt from tax charges.

#### **GUEST ROOM MINIMUM**

TownePlace Suites Panama City Beach is relying on, and the group agrees to provide, a minimum of 10 cumulative room nights. Should the group fall below 10 rooms per night, hotel reserves the right to charge remaining rooms at Best Available Rate after the above listed cut-off date.

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

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

#### **MUTUAL INDEMNIFICATION**

Group agrees to indemnify, defend and hold harmless the Hotel, the Hotel owner, the Hotel Manager, the TownePlace Suites Panama City Beach and each of their respective subsidiaries, affiliates, officers, directors, employees and agents from and against all liability, claims, actions, causes of action, suits, demands, damages, judgments, costs, losses and expenses, including reasonable attorney's fees, to which any of the above-named parties may be subject, including, but not limited to, any claim for any injury to or the sickness or death of any person or persons, or for damages to property or otherwise, arising from, connected with or related to the purchase of food and the preparation or serving of food to Hotel guests by persons other than Hotel employees.

Hotel agrees to indemnify, defend and hold harmless the Group, attendees, and each of their respective subsidiaries, affiliates, officers, directors, employees and agents from and against all liability, claims, actions, causes of action, suits, demands, damages, judgments, costs, losses and expenses, including reasonable attorney's fees, to which any of the above-named parties may be subject, including, but not limited to, any claim for any injury to or the sickness or death of any person or persons, or for damages to property or otherwise, arising from, connected with or related to the Group/Event.

**IMPOSSIBILITY OF PERFORMANCE**

This agreement will terminate without liability to either party if substantial performance of either party’s obligation is prevented by an unforeseeable cause reasonably beyond that party’s control. Such causes include, but are not limited to, acts of God; acts, regulations, or orders of governmental authorities; fire, flood or explosion; war, disaster, civil disorder in the city in which Hotel is located, terrorist attacks in the city in which Hotel is located, pandemic/epidemic illness (including COVID-19 or any similar health concerns announced by the World Health Organization and/or the Centers for Disease Control and Prevention, curtailment of transportation facilities, or any other emergency making it illegal, or otherwise impossible to provide the facilities of the services or to hold the meeting. Any delay in necessary and essential construction or renovation of the Hotel; strike, lockout, or work stoppage or other restraint of labor, either partial or general from whatever cause.

**ARBITRATION**

The parties agree that any and all claims, controversies or disputes between the parties which arise out of or relate in any way to this Agreement or a breach hereof and which the parties are unable to resolve informally shall be submitted to binding arbitration in Panama City, FL, to be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, or such other dispute resolution provider as otherwise agreed to by the parties. The parties expressly agree that this arbitration shall be final and binding on the parties and judgment may be entered upon the award and may be enforced by appropriate judicial action in any state or federal court having jurisdiction thereof. In this connection, the parties hereby submit themselves to the jurisdiction of the State of FL. The parties agree that the arbitrator shall adhere faithfully to the laws of the State of FL and that the arbitrator shall award to the prevailing party in arbitration the reasonable attorney’s fees and costs expended in connection with any arbitration conducted under this provision.

**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.

**SECURITY**

The Hotel does not assume responsibility for the damage or loss of any property or merchandise left in the Hotel prior to, during, or following a function. Any special arrangements for the security of exhibits, merchandise, or other property must be made by the group prior to the Event.

**ACCEPTANCE**

Prior to execution by both parties, this document represents an offer by the Hotel. Unless the Hotel otherwise notifies at any time prior to Emerald Coast Boat & Lifestyle Show’s execution of this document, the outlined format and dates will be held by the Hotel for Emerald Coast Boat & Lifestyle Show on a first-option basis until October 18, 2023. If Emerald Coast Boat & Lifestyle Show cannot make a commitment prior to that date, the 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 receipt by Hotel of a fully executed version of this Agreement prior to October 18, 2023 or upon Hotel’s acceptance of a fully executed version of this Agreement after such date, it will be placed on a definite basis and will be binding upon Hotel and **Emerald Coast Boat & Lifestyle Show**.

Hotel and Emerald Coast Boat & Lifestyle Show have agreed to and have executed this Agreement by their authorized representatives as of the dates indicated below.

**SIGNATURES**

Approved and authorized by Emerald Coast Boat & Lifestyle Show:

Name: (Print) Chris Miller  
Title: (Print) ECBL Director

Signature: Chris Miller

Date: 10/10/2023

Approved and authorized by Hotel:

Name: (Print) Drema Bount  
Title: (Print) Director of Sales

Signature: Drema Blount

Date: 10/10/23