



BY CHOICE HOTELS

Fontainebleau Hotel  
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**LETTER OF AGREEMENT BETWEEN**  
**CLARION RESORT FONTAINEBLEAU HOTEL**  
**AND**  
**MARYLAND GOVERNMENT FINANCE OFFICERS ASSOCIATION**

This agreement is made and entered into as of February 1, 2018 by and between the Fontainebleau Corporation d.b.a. the Clarion Resort Fontainebleau Hotel (hereinafter referred to as the "Hotel" or "we") and the Maryland Government Finance Officers Association (hereinafter referred to as "you" or "your"). In consideration of the provisions set forth below, the parties agree as follows:

**GUEST ROOM ACCOMMODATIONS**

We are presently holding the following block of rooms for your use:

CLARION RESORT FONTAINEBLEAU HOTEL  
June 18, 2019 – June 23, 2019  
June 16, 2020 – June 21, 2020

	Tue	Wed	Thu	Fri	Sat
Double/Double	15	115	125	30	15
One Bedroom Condo Suite	0	2	2	2	0
Two Bedroom Condo Suite	10	12	12	7	4
Three Bedroom Condo Suite	0	1	1	1	1
<b>TOTAL</b>	<b>25</b>	<b>130</b>	<b>140</b>	<b>40</b>	<b>20</b>

Total Room Nights: 355

This block of rooms is being held for you on a first-option basis. Upon receipt from you of a signed original of this Agreement, this Agreement shall constitute a binding commitment by you for use of the Hotel as outlined below, subject to the terms and conditions contained in this Agreement. If a signed original of this Agreement has not been received by the Hotel prior to February 16, 2018 the Hotel shall have the right to contract with other parties for the use of the room block described in this Agreement, without any further notice to you. In the event we have a request for your dates prior to February 16, 2018, and we have not received your signed Agreement, we will contact you for a decision. In such event, if we do not receive your signed Agreement within five (5) working days, we will have the right to contract with another party without any further notice to you.

## **GUEST ROOM RATES**

We are pleased to confirm the following room rates for your event:

<b>Room</b>	<b>Single Rate</b>	<b>Double Rate</b>
Queen/Queen	200	200
Executive King	200	200
Studio King	230	230
Cabana	250	250
One Bedroom Condo Suite	230	230
Two Bedroom Condo Suite	300	300
Three Bedroom Condo Suite	390	390

Guest room rates are based on single or double occupancy while condominium rates are based on a maximum of two people per bedroom. For condominiums, rates do not include daily housekeeping service. Extra person charge is \$15.00 per night. Children under 18 stay free in their parents' room using existing bedding. Currently a 10.5% state and local tax is applicable to the room rates. Such taxes are subject to change without notice. All rates are net, non-commissionable.

## **CONVENTION RATE AVAILABILITY**

The above convention rates will apply two days before and two days after your convention dates.

## **EARLY BIRD RATES**

The Hotel will offer a 10% discount off the rates outlined above, excluding condo suites, until March 1, 2019 and March 1, 2020.

## **COMPLIMENTARY ROOMS**

### **Master Account Credit**

The Hotel agrees to provide one complimentary room night per 50 cumulative room nights actually paid for during the meeting. The total number of complimentary room nights earned by the group will be calculated and credited to the Master Account upon completion of the convention at the group's actual average rate.

## **COMPLIMENTARY ROOM UPGRADES**

We are pleased to guarantee up to five (5) room upgrades to cabana suites, studio king rooms, or executive king rooms at the double/double room rate. The number of upgrades shall be proportionately reduced to the extent anticipated room block utilization is not realized.

## **AMENITIES**

The Hotel will provide, on a complimentary basis, up to five (5) of our standard welcome amenities to be assigned at your discretion.

## **CHECK-IN/CHECK-OUT**

Check in time is 4:00 PM. Groups may be checked in earlier depending upon occupancy levels and the availability of "ready rooms." Check-out time is 11:00 AM.

## **RESERVATION PROCEDURES**

### **VIP ROOMING LIST**

All reservations for VIP staff and speakers will be made via rooming list. Please submit your list by 30 days prior to arrival date noting arrival and departure dates, share-withs and any special requirements (i.e. low floor, handicap accessible, etc.). We understand that your organization is to be billed for room and tax only; individuals will be responsible for their own incidental charges unless otherwise noted on your list.

#### **INDIVIDUAL RESERVATIONS**

All other guests will be responsible for securing their own reservations. Please instruct guests to use our toll free number, 800-638-2100, when making reservations and to request the special MD GFOA group rates. **All reservations must be made 30 days prior to the arrival date.**

#### **HOTEL SUPPLIED RESERVATION FORM**

The Hotel can provide a complimentary printed reservation form, which may be reproduced, for distribution to your members.

Should your organization plan to distribute a reservation form to your attendees, other than the one supplied by the Hotel, the Hotel **MUST** review a sample copy prior to printing and distribution to insure that all information pertaining to the Hotel is correct and complete.

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

The Hotel agrees to hold the above noted room block until 30 days prior to the arrival date. At that time, rooms not covered by a rooming list or individual reservations will be released from your room block and the Hotel shall have the right to resell any such rooms released. We will continue to accept reservations from your attendees after that date based on room and rate availability. Rooms can be held beyond 30 days prior to the arrival date should your organization wish to provide a written guarantee for such rooms for the entire length of scheduled stay.

Reservations that are made after 30 days prior to the arrival date and consumed during your meeting will be attributed to your overall group room block performance when such reservations can be identified.

#### **DEPOSIT**

All reservations made by rooming list will be guaranteed to the group Master Account. No Master Account deposit will be required.

For individual reservations, a deposit equal to one night's room and tax is required to hold each individual reservation. Such deposit shall serve to confirm the reservation for the date(s) indicated and, upon check-in, shall be applied to the final night of the reserved stay. A personal check, money order or a valid American Express, MasterCard, Visa, Discover, Diner's Club or Carte Blanche card number and expiration date are acceptable.

Should a guest cancel a reservation, the deposit is refundable if notice is given at least seventy-two (72) hours prior to arrival and a cancellation number is obtained. There will be no refunds for early check-out. Anyone checking out prior to their scheduled departure date will be responsible for their full scheduled stay.

***Personal checks will not be accepted as a form of payment once guests are in the Hotel.***

#### **GUARANTEED NO-SHOWS**

For reservations made by rooming list, you hereby guarantee and agree to pay for all no-shows and cancellations that occur within seventy-two (72) hours of scheduled arrival and payment will be made for the entire extent of the scheduled stay. By your execution hereof, you agree that such charges will be billed to the Master Account. There will be no refund for early check-out. You will be responsible for payment for the full scheduled stay for anyone checking out prior to their scheduled departure date.

#### **RELOCATION PROVISION**

In the event that a room is not available for a guest holding a guaranteed room reservation, the Hotel will upgrade the guest to a Marigot Beach condominium at no additional charge. In the event that a condominium is not available, the Hotel will pay for one night's lodging (room and tax) at a comparable alternative property, transportation to and from such property, and one long distance telephone call. The Hotel will also list the guest's name with the Hotel switchboard in order to facilitate the transfer of the guest's telephone calls to the alternate property.

**MEETING & BANQUET AGENDA**

Attached as part of this Agreement is an agenda of your meeting and function space commitment, as we understand them to be.

Function rooms are assigned according to the number of persons expected to attend, and may be changed by the Hotel if attendance or other circumstances change. In such event, the Hotel will provide alternate suitable arrangements to meet the requirements of your group as outlined in this Agreement.

The number of catered food and beverage functions and the attendance figures for such functions has been taken into consideration in establishing and providing your organization competitive room rates for your convention. Therefore, should any food and beverage functions as outlined in the attached agenda be cancelled (or taken off property), your organization will be responsible for 100% of the estimated food and beverage revenue lost, based on the minimum catering prices in effect at the time of the meeting, multiplied by the number of scheduled attendees.

You are responsible for promptly advising the Hotel of any changes in function requirements. The Hotel will make reasonable effort to accommodate such changes based upon availability at the time of the request.

**FINAL AGENDA**

A final agenda must be received by our Convention Services Department six months in advance of your meeting or your space is subject to release for general sale. The Hotel will confirm meeting room names 14 days after such date.

**SPACE RELEASE**

Should the Hotel have a request for space from any other party prior to receipt of your final agenda, we may request that you release such space. You agree to respond within five (5) working days. In the event you have not responded in a timely manner, we may release such space for general sale.

**SHIPPING & HANDLING**

Should your group be sending any registration, meeting and/or speakers materials to the Hotel, please contact our Convention Services Department in order to arrange for proper handling of your shipment and so we may assist you in expediting the handling of your packages.

**MEETING SPACE**

The meeting and banquet space will be made available on a complimentary basis, excluding exhibit usage, based on your utilization of the number of guest rooms indicated in your room block. If your actual guest room usage drops, the following rental charges will apply:

TOTAL PAID ROOM NIGHTS	TOTAL RENTAL CHARGE
275 or more room nights	Complimentary
250-274 room nights	\$2,000
225-249 room nights	\$3,000
200-224 room nights	\$4,000
Less than 200 room nights	\$5,000

Additional meeting rooms requested are subject to rental. You must coordinate with our Convention Services Manager prior to publishing any meeting room names.

**EXHIBITS**

It is our understanding that you will have approximately 15 tabletop exhibits. There will be a rental fee of \$65.00 per booth for use of the exhibit hall. The Hotel will provide each booth with one six-foot draped and skirted table and two chairs. The rental charge does not include back wall, sidewall, drapes, signs, labor, security, gas, electric or water supply, storage, special requirements or cleaning and maintenance of aisles and individual booths. All use of exhibit space is subject to the Hotel's current rules and regulations for exhibit services, and must be in compliance with all local safety and fire codes.

The Hotel shall not be responsible for the security of exhibits, presentation materials or other personal property of Maryland GFOA or its exhibitors, unless the Hotel otherwise agrees to accept such responsibility in writing.

*No retail jewelry booths can be permitted to display at exhibit shows because of retail jewelry store on premises.*

#### **FOOD & BEVERAGE POLICIES**

Due to licensing requirements and quality control issues, all food and beverage to be served on the Hotel property must be supplied and prepared by the Hotel. *Menu prices will be confirmed six months prior to the scheduled function.*

Food and beverage prices are subject to a 20% service charge, a 6.5% state and local tax on food and a 9.5% state and local tax on beverage (subject to change without notice). Please note that the service charge is taxable.

Final menu selections must be submitted to our Catering Office at least four (4) months in advance; otherwise, items selected cannot be guaranteed. However, we will make every attempt to provide selected items.

The Catering Office must be notified of the guaranteed attendance no later than noon, five (5) business days prior to the scheduled function. We will agree to set 5% over the guaranteed attendance for banquets. Guarantees are not subject to reduction and charges will be made accordingly. **Outdoor functions require an additional service charge, which is determined by our Catering Department and is based on the size and scope of the event.** Such charges will be added to your Master Account.

#### **CREDIT/BILLING ARRANGEMENTS**

Over the years, the Maryland Government Finance Officers Association has established excellent credit with the Hotel. Therefore, we are pleased to extend direct billing privileges to the group for all charges incurred by the Master Account. We understand only the following charges are authorized to your Master Account:

- Room and Tax Charges (provided via Rooming List)
- Planned Catering Charges
- Meeting Room and Related Charges (i.e. audio visual equipment)
- Exhibitor fees

Payment of your Master Account will be due upon receipt of an invoice from the Hotel. In the event that charges remain unpaid after thirty days from the date of the invoice, you agree to pay, in addition to the balance due to the Hotel, a late payment charge of 1½ % per month on the remaining balance until paid in full. We will request that you review your Master Account with a representative of the Hotel prior to departure.

You may choose to pay your Master Account charges by credit card by completing a Credit Card Authorization Form and submitting it to our Accounts Receivable Department. All amounts paid by credit card will be assessed a 2.5% Processing Fee.

#### **SIGNS & DISPLAYS**

No signs, banners or displays shall be erected or displayed in any part of the Hotel without the approval of the Convention Services Manager. It is further agreed that no sign, banner or display shall be affixed to any part of the Hotel. The Hotel will provide easels for this purpose.

#### **CANCELLATION**

Under the terms of this Agreement, the Hotel is reserving the room block and public space requirements described herein for your use. In the event these reserved facilities and related services are not used, the Hotel will experience significant monetary losses.

Therefore, in the unlikely event the Maryland Government Finance Officers Association should cancel your event, you will pay to the Hotel at the time you give notice of cancellation, a liquidated damages fee, which shall consist of a percentage of the total lost revenue. All cancellation notices must be made in writing. The percentage charge is as follows and is calculated based on the date the Hotel receives written notice of your cancellation:

After the date of this Agreement, but not less than 365 days prior to arrival date:  
25% of total anticipated revenue.  
More than 270 days, but less than 365 days prior to arrival date:  
50% of total anticipated revenue.  
More than 180 days, but less than 270 days prior to arrival date:  
75% of total anticipated revenue.  
Less than 180 days prior to arrival date: 100% of total anticipated revenue.

For purposes hereof, anticipated revenue shall be considered 150% of the confirmed average group rate for the total rooms in your block. This 150% includes the 100% of confirmed average group rate for each room in your block plus 50% of such rate to reimburse Hotel for lost revenues on banquet food and beverage service, convention exhibit space, telephone, valet and other services which would have been provided to your group and paid for during your stay.

**FORCE MAJEURE**

The performance of this Agreement by either party is subject to acts of God, government regulations, disaster, strikes, civil disorders, or other emergencies making it illegal or impossible to provide the facilities for your meeting. It is provided that this Agreement may be terminated for any one or more of such reasons by written notice from one party to the other. It is provided that there shall be no right of termination for the sole purpose of holding the same or reasonably similar function in another hotel or in another city.

If these arrangements meet with your approval, please sign and return one copy of the agreement to the attention of the Hotel Sales Department. Acceptance will occur upon receipt of a signed original or a facsimile (fax) transmittal, or via email of a signed copy, by the Hotel. If a fax transmittal or email document is used by either party, then the fax copy or email document shall serve as an original.

IN WITNESS WHEREOF, the Hotel and the Maryland Government Finance Officers Association have executed this Agreement in manner and form sufficient to bind them as of the date and year set forth on page one of this Agreement.

CLARION RESORT FONTAINEBLEAU HOTEL

By: Jackie Berger Date 2/1/2018  
Jackie Berger Vice President

MARYLAND GOVERNMENT FINANCE OFFICERS ASSOCIATION

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

Final approval of executed Agreement must be given by the Hotel's President/CEO or General Manager to insure against revisions to the original Agreement.

\_\_\_\_\_  
Leonard P. Berger, MD, President/CEO  
Mark Elman, General Manager

\_\_\_\_\_  
Date

**MEETING FACILITIES**

Thank you for your meeting schedule. The following outline covers your needs as we understand them to be:

Date	Start Time	End Time	Function	Setup	Agr
Tuesday	3:00 PM	7:00 AM	Setup	Tabletops	15
Tuesday	3:00 PM	7:00 AM	Registration	Tabletops	
Tuesday	7:00 AM	12:00 PM	Setup	Tabletops	15
Tuesday	7:00 AM	6:00 PM	Registration	Flow Through	200
Tuesday	12:00 PM	7:00 AM	Exhibits	Tabletops	15
Tuesday	1:00 PM	6:00 PM	Meeting	Theatre Style	250
Wednesday	7:00 AM	7:00 AM	Exhibits	Tabletops	15
Wednesday	7:45 AM	9:00 AM	Continental Breakfast	Flow Through	125
Wednesday	8:00 AM	5:00 PM	Meeting	Theatre Style	250
Wednesday	8:00 AM	6:00 PM	Registration	Flow Through	300
Wednesday	10:30 AM	11:30 AM	Break	Flow Through	125
Wednesday	12:30 PM	1:00 PM	Reception	Flow Through	100
Wednesday	6:30 PM	8:00 PM	Back Up		
Wednesday	6:30 PM	8:00 PM	Dinner	As Is	
Wednesday	6:30 PM	8:00 PM	Dinner	Rounds of 10	300
Wednesday	6:30 PM	10:00 PM	Family Activity	As Is	25
Wednesday	8:00 PM	10:00 PM	Reception	As Is	300
Thursday	7:00 AM	9:00 AM	Breakfast	Flow Through	125
Thursday	7:00 AM	12:00 PM	Exhibits	Tabletops	15
Thursday	7:00 AM	1:00 PM	Registration	Flow Through	200
Thursday	9:00 AM	12:00 PM	Meeting	Theatre Style	250
Thursday	10:00 AM	10:15 AM	Break	Flow Through	75
Thursday	12:00 PM	1:30 PM	Luncheon	Rounds of 10	150