



November 9, 2017

This agreement (the "Agreement") is made and entered into by and between Interstate Management Company, LLC, as agent for GRE HI Orlando Operating Tenant, LLC, d/b/a Holiday Inn Orlando-Disney Springs Area (hereinafter referred to as "Hotel") and Webb Family Reunion (hereinafter referred to as "Group"). This Agreement will become binding on both parties only after it is signed by both parties.

**ARTICLE I: DESCRIPTION OF THE EVENT**

Hotel shall provide accommodations for the following Event as pursuant to the terms and conditions of this Agreement:

**Agreement Due Date:** Friday, December 29, 2017

**Company Information:** Webb Family Reunion  
Ms. Linda Gordon & Mr. Charles Gordon  
1040 2nd Avenue  
Titusville, FL 32780  
Phone: (813) 973-8960  
Email: lmg@tampabay.rr.com

**Name of Event:** Webb Family Reunion (hereinafter the "Event").

**Official Program Dates:** Friday, July 19 - Sunday, July 21, 2019

**Hotel Detail:** Holiday Inn Orlando-Disney Springs™ Area located in the Walt Disney World® Resort  
1805 Hotel Plaza Blvd  
Lake Buena Vista, FL 32830  
Phone: 407-828-8888  
Hotel Fax Number: 407-827-4623  
Sales Fax Number: 407-938-9320

**ARTICLE II: GROUP ROOM RESERVATIONS**

**2.1 Sleeping Rooms and Rates.** Hotel agrees that it will provide, and Group agrees that either Group or guests attending the Event (as specified below) will purchase, room nights in the Hotel in the following pattern (the "Room Block"):

Holiday Inn Orlando - Disney Springs Area - Webb Family Reunion - USD			
		Fri 7/19/2019	Sat 7/20/2019
2 Queen Standard View Nonsmoking	Guestrooms	10	10
	Rate	119.00	119.00

**2.2 Taxes.**

The above rates do not include any applicable state or municipal taxes, fees or assessments. Group shall be responsible for any applicable taxes, fees or assessments, the amounts of which are subject to change by applicable government agencies with or without notice. If Group is claiming tax-exempt status, then (1) Group must present all documentation required by Hotel and pay in the manner specified by Hotel and (2) Group hereby accepts all liability and agrees to indemnify Hotel for all taxes paid and all costs incurred, including attorney fees, if a taxing authority requires that Hotel remit tax for the room nights covered by this Agreement.

**2.3 Arrival Date.**

The term “**Arrival Date**” in this Agreement refers to earlier of the first date of the Room Block and the first of any Functions.

**2.4 Cutoff Date.**

After Wednesday, June 19, 2019 (the “**Cutoff Date**”), Hotel shall be permitted to release, for sale to the general public or to other groups, any room nights in the Room Block that have not been reserved as provided in this Agreement. Hotel will continue to accept reservations from Group’s attendees after that date at the prevailing room rate, subject to availability. The release of room nights after the Cutoff Date shall not release Group from any liability for Sleeping Room Performance as provided in this Agreement.

**2.5 Intermediary Commission or Fee.**

All rates are non-commissionable.

**Complimentary Sleeping Rooms.** Hotel agrees to provide Group with **one** complimentary room night(s) for every **forty** revenue-generating room nights occupied if that the total use of the sleeping rooms exceeds 90% of the Room Block. If Group does not earn the requested number of complimentary rooms, the appropriate room and tax charges will be added to the Master Account. Unused complimentary room nights shall have no independent, redeemable value and will not be credited to the Master Account.

**2.6 Sleeping Room Reservations.**

Each individual guest must make his or her own reservation by calling 877-394-5765 or via the Internet using the provided group code, no later than the Cutoff Date. Guests making such reservations must identify themselves as members of Group. All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card. If a guest does not cancel a reservation within 72 hours before 6:00 PM of the guest’s check-in date, then Hotel may charge the credit card one night’s room fee plus any applicable taxes.

**2.7 Internet Saver Reservations.**

**Holiday Inn Orlando-Disney Springs® Area located in the Walt Disney World® Resort** participates in a variety of internet saver rate programs as mandated by Intercontinental Hotels Group. These internet saver rates are not applicable to groups, must be paid in full at time of booking, cannot be canceled or changed for any reason (non-refundable) and have limited availability. Additionally, rates are not typically the same for the duration of your stay. Your sales representative, when quoting group rates, takes into consideration these internet saver programs to ensure your group rate is ultimately the best available.

**2.8 Arrival / Departure.**

Please note that check-in time begins at 4:00 PM and checkout time is 11:00 AM. Upon request, the Hotel will arrange for baggage storage for attendees' luggage until actual departure from the Hotel.

**ARTICLE III: FUNCTION ROOM AND CATERING SERVICES**

**3.1 Function Rooms.** Hotel shall make the following reservations of meeting spaces for group functions during the Event (“**Functions**”):

Date	Start Time	End Time	Function	Room	Setup	Agreed	Room Rental
7/19/2019	12:00 PM	11:59 PM	Hospitality	Sable	Rounds of 6	40	\$250.00
7/20/2019	12:00 AM	11:59 PM	Hospitality	Sable	Rounds of 6	40	\$250.00
7/20/2019	06:00 PM	11:00 PM	Dinner & Dance	Emerald	Rounds of 8	40	Waived with \$2,000 food & beverage minimum

\* This figure does not include gratuities, taxes or fees for sales of food, beverages and related services by any authorized outside vendors.

**3.2 Function Room Set-up and Operation.** Group must obtain advance written approval from Hotel before Group, or any independent contractor of Group, may set up its own equipment, displays or facilities for any Function. Group and/or any such contractor shall coordinate all such deliveries/set ups with sufficient advance notice to Hotel. Group will be responsible and shall indemnify Hotel for any damage that Group, or its employees, agents or contractors, causes to persons or property within Hotel arising out of or related to any property brought to Hotel's premises by Group or any contractor of Group or by setup or operation of any equipment, facilities or displays on the premises of Hotel by Group or any independent contractor of Group.

If there are extensive function room set-ups or elaborate staging, Hotel may charge additional set-up fees. If equipment is necessary that exceeds Hotel's inventory, then Group agrees to pay for the cost of renting the additional equipment. If any rigging is required, it must be arranged through the Hotel and Group shall be responsible for all rigging costs.

**3.3 Audio Visual:** PSAV Presentation Services is the contracted audio visual provider for the **Holiday Inn Orlando-Disney Springs™ Area located in the Walt Disney World® Resort**. All audio visual needs will be contracted directly with PSAV Presentation Services and billed through the Organization's master account with the Hotel. Outside audio visual companies are not authorized to provide equipment to groups utilizing convention space in the Hotel.

**3.4 Outside Contractors.** If Group intends to use the services of any contractor unaffiliated with Hotel to provide any services within the Hotel's premises before, during or after the Event (including, without limitation, security companies, decorators, florists and audio-visual service providers), Group shall provide written notice to Hotel at least 30 days before the Arrival Date identifying the contractor(s), and the contractor(s) shall not be allowed onto the premises of the Hotel without Hotel's advance written consent. If Hotel is required under any collective bargaining agreement, requirements contract or any other contract to incur any expense if a particular service provider or set of employees does not perform services that Group wishes to perform itself or to have performed by an outside contractor, then Group shall be responsible for these expenses, which shall be added to the Master Account. Hotel may require a representative any outside contractor invited to Hotel by Group to sign a release and indemnification of Hotel, in a form provided by Hotel and to provide evidence of insurance reasonably acceptable to Hotel. Hotel will provide Group a copy of its standard form for this purpose upon request.

**3.5 Function Room Usage Fees.**

For each Function, Hotel will charge Group the Function Room Usage Fee identified above. Function Room Usage Fees are subject to all applicable local and state taxes. Based on the size of the Room Block and/or the anticipated food and beverage revenue from the Event, Hotel is waiving Function Room Usage Fee for the Family Dinner. If Group seeks to modify the Room Block or the size or number of Functions, Hotel reserves the right to charge Function Room Usage Fees applying rates ordinarily assessed by Hotel for use of the applicable spaces.

**3.6 Additional Food & Beverage Policies**

Unless otherwise agreed by the parties in advance and in writing, all food and beverage served on the premises of Hotel must be supplied and prepared by Hotel. In addition, no remaining food or beverage shall be removed from the premises of the Hotel. At the conclusion of any Function, such food and beverage shall become the property of Hotel.

Menu prices will be confirmed no later than 90 Days. Food and Beverage prices shall be quoted exclusive of any applicable taxes. Group shall be responsible for all such taxes. Group must submit final menu selections to Hotel no later than 30 Days (the "**Menu Deadline**").

If Group fails to respond, by the Menu Deadline, to any menu proposals submitted by Hotel to Group for any Function, then Hotel may (a) deem as approved by Group any menu proposals it has submitted to Group or, (b) if Hotel has not submitted any such proposals, make its own selections. Other than specifically stated in the approved menu or otherwise agreed in a separate writing signed by Group and

an authorized representative of Hotel, Hotel will not be responsible for any specific dietary requests or requirements.

Group must notify Hotel of the final attendance count for each Function no later than noon of the Menu Deadline. Hotel shall be prepared to serve 3 percent attendees than the final count for any Function. If Group fails to notify Hotel of the final attendance count for an Event by the Menu Deadline, the final attendance count shall be deemed to be the number designated for such Function in this Agreement. Group shall have no discretion to reduce the final attendance count for any Function after the Menu Deadline, and will be charged based on the final attendance count irrespective of the number of people who actually attend the Function.

If Hotel, at its discretion, presents a copy of the Master Account to an Authorized Representative of Group during the Event, the Authorized Representative shall review the Master Account before the end of the Event, and shall sign the Master Account if all charges therein are consistent with this Agreement and otherwise acceptable. Any such presentation or acceptance of the Master Account shall not prohibit Hotel from making later adjustments to the Master Account if such adjustments are consistent with this Agreement.

### **3.7 Parking.**

Hotel parking is available at the prevailing rates.

## **ARTICLE IV: BILLING/CREDIT PROCEDURES**

### **4.1 Sleeping Room Payment.**

Individual guests will pay their own sleeping room rates (including any tax) and incidental charges (e.g. room service, gift shop charges and in-room entertainment fees). At the time of check-in, each guest will be required to present a major credit card whose brand is accepted by Hotel, on which Hotel may place a hold or process a prepayment in the amount of the guest's estimated charges.

**4.2 Function and other Event-Related Charges.** Group will be responsible for all other charges incurred pursuant to this Agreement, including (without limitation) any Function Room Usage Fees, audio visual charges, fees for food and beverage at Functions. All such charges shall be billed to Group's Master Account and be subject to applicable sales tax.

**4.3 Group's Master Account.** The term "**Master Account**" means a running invoice that includes all amounts payable by Group to Hotel under any provision of this Agreement. At least forty-five (45) days before the Arrival Date, Group will identify to Hotel, in writing, at least one representative of Group who will be present on the premises of Hotel throughout the Event (each an "**Authorized Representative**"). Group hereby authorizes each Authorized Representative to incur charges to the Master Account, for example by signing banquet event orders. The following individual(s), whether or not they are present at the Event, shall have authority to incur charges to the Master Account: **Linda Gordon, Charles Gordon.**

**4.4 Deposit.** Group will make an advance payment to Hotel in the amount of **Five Hundred Dollars** (\$500.00) (the "**Deposit**"). The full amount of the Deposit shall be due with the return of the signed contract. Hotel cannot consider a contract definite until the Deposit has been received and processed. Hotel will credit the Deposit against the Master Account. Hotel will return any unused portion of the Deposit to Group no later than thirty (30) days after the Event or application of any Cancellation Fee, as applicable. Hotel may cancel the Event and terminate the Agreement immediately and without liability if Group fails to make any Deposit payment required by this Agreement. Hotel reserves the right to invoice Group for any amount by which the Master Account exceeds the total of any Deposit made by Group.

**4.5 Outstanding Balance.** Remaining estimated balance for all catered events is due ten days prior to Group Arrival. Any outstanding balance of the Master Account will be due and payable by Group upon receipt of an invoice from Hotel. If payment is not received within thirty (30) days, a finance charge equal

to the lesser of one and one half percent (1-1/2%) per month (18% Annual Rate) and the maximum allowed by law will be added to the unpaid balance commencing on the invoice date. Any payment by Group or acceptance by Hotel of an amount less than any amount due by Group shall be deemed solely as a partial payment of the full amount due. No endorsement or statement on any check or any letter accompanying any payment shall be deemed an accord and satisfaction, and Hotel may accept such check or payment without prejudice to Hotel's right to recover the balance of all amounts due or pursue any other remedies available to Hotel under this Agreement or in law or in equity.

**ARTICLE V: CANCELLATION**

**5.1 Cancellation by Group.** The following table contains an estimate (which the parties acknowledge and agree is reasonable) of the revenue to be generated from this Event. The table itself is not intended to warrant that the Event will generate these amounts of revenue. Neither is the table intended to prevent Hotel from generating more than these amounts of revenue from the Event.

<b>Summary of Revenue Anticipated by Hotel from the Event</b>	
Total Anticipated Sleeping Room Revenue	\$2,380.00
Total Anticipated Food and Beverage Revenue	\$2,000.00
Anticipated Function Room Usage Fees	\$ 500.00
<b>Total Anticipated Event Revenue**</b>	<b>\$4,880.00</b>

\* This figure does not include gratuities, taxes or fees for services by any authorized outside vendors.

Group acknowledges that if it cancels or otherwise substantially abandons the Event (a “**Cancellation**”), Hotel will be harmed. Group further acknowledges that the later Group notifies Hotel of a Cancellation, the more harm Hotel will likely incur, because Hotel will have less time to mitigate its damages by marketing the sleeping room nights and function rooms to other customers and individual guests. Group also acknowledges that the actual amount of Hotel's damages from any Cancellation would be difficult to calculate. Therefore, the parties agree that if a Cancellation should occur for any reason (including Group's relocation of the Event to another hotel or resort), then Group shall pay Hotel, as liquidated damages and not as a penalty, the applicable amount identified below, plus any applicable taxes (a “**Cancellation Fee**”).

<b>Date of Written Cancellation Notice</b>	<b>Amount of Cancellation Fee</b>
10/26/2017 to 04/19/19	\$2,440.00
04/20/19 to 07/19/19	\$4,392.00

Group must provide Hotel any notice of a Cancellation in writing. If Group does not provide written notice of any Cancellation, then Hotel may assess any higher Cancellation Fee owed under the above schedule at the time it receives written confirmation of the Cancellation or the highest amount identified above if it receives no written confirmation. The parties agree that the amounts in the above schedule are based on reasonable estimates of Hotel's harm from Cancellation. Any Cancellation Fee will be added to the Master Account. Any Cancellation Fee shall be due and payable immediately upon Cancellation.

**5.2 Force Majeure.**

Either party may cancel the Event without liability to the other party upon the occurrence of any event or circumstance beyond the control of such party, including acts of God, declared war in the United States, acts of terrorism in the city where the Hotel premises is located, government regulations, disaster, strikes or civil disorder, to the extent that such event or circumstance makes it illegal or impossible for Hotel to provide, or for groups in general to use, the premises of Hotel. The Event cannot be cancelled under this section because of general economic conditions, including (without limitation) any recession or governmental budget cut. Either party that wishes to cancel the Event pursuant to this section must provide written notice to the other party identifying the event or circumstance that is the basis for such cancellation as soon as practicable after learning about such event or circumstance. If the Event is duly cancelled under this Section, then Hotel shall, within thirty (30) days after such cancellation, refund any deposits made by Group.

## ARTICLE VI: PERFORMANCE REQUIREMENTS

**6.1 Sleeping Room Performance.** Group acknowledges that if it holds the Event, but Group and/or guests attending the Event do not purchase the full amount of the Room Block, then Hotel will be harmed. Group also acknowledges that the actual amount of Hotel's damages from sale of less than the full amount of the Room Block would be difficult to calculate. Therefore, the parties agree that if the Event is held, but less than 90 percent (90%) of the Total Guestroom Revenue identified in the table above is generated, then Group shall pay Hotel, as liquidated damages and not as a penalty, an amount equal to the difference between the immediately aforementioned percentage of the Total Guestroom Revenue and the actual guestroom revenue generated during the Event, plus any applicable taxes (the "**Sleeping Room Performance Fee**"). Any Sleeping Room Performance Fee will be added to the Master Account.

**6.2 Food and Beverage Performance.** The rates and concessions contained in this Agreement are based in part on the booked or anticipated Functions, and the Total Anticipated Food and Beverage Revenue identified above. Group acknowledges that if it holds the Event, but does not generate the Total Anticipated Food and Beverage Revenue (whether due to cancellation of Functions, reduced attendance of such Functions or otherwise), then Hotel will be harmed, and that the precise amount of such harm would be difficult to calculate. Therefore, the parties agree that if the Event is held, but less than **Two Thousand Dollars (\$2,000.00)** (the "**Food and Beverage Minimum**") is generated from sales of food and beverages at Functions, not including any, tips, tax, audio-visual, parking or any other miscellaneous charges, and also not including any revenue from individual sales of food and beverage ordered by guests attending the Event, outside of Functions (the "**Food and Beverage Revenue**"), then Group shall pay Hotel, as liquidated damages and not as a penalty, an amount equal to the difference between the Food and Beverage Minimum and the actual Food and Beverage Revenue generated during the Event (the "**Food and Beverage Performance Fee**"). Any Food and Beverage Performance Fee will be added to the Master Account. All food and beverage is subject to 23% administrative charge and applicable sales tax (Currently 6.5%). A portion of the Administrative Charges 65% will be distributed to Hotel staff who provide services during the Event as additional compensation for their services, while the remainder 35% will be applied to other costs and/or expenses and will not be distributed to Hotel staff. Group will have the option, when providing the final Event payment, to add gratuity that will be distributed to the Hotel staff that provided services during the Event. Group or Group's Attendees may also provide gratuities to Hotel staff during the Event. In addition to any Food and Beverage Performance Fee, Group shall be responsible for any amount of the Function Room Usage Fee required above. The Food and Beverage Performance Fee [and the Function Room Usage Fees] shall be added to the Master Account.

## ARTICLE VII: MISCELLANEOUS

**7.1 Signs and Displays / Use of Hotel's Name.** Group shall not display signs in Hotel or use the name or logo of the Hotel or any franchisor of Hotel in any promotional materials without prior written approval of the General Manager of the Hotel. Group further agrees that no sign, banner or display shall be affixed to any part of the Hotel without the prior written consent of Hotel. Group will be responsible for the cost of repairing any damages caused to the walls, fixtures or carpet caused by any such sign, banner or display.

**7.2 Security.** Hotel may, in its sole and absolute discretion, require additional security procedures, at Group's sole expense, because of the size or nature of the Event or any Function. These procedures may include the assignment by Hotel of additional security personnel employed by Hotel or Hotel's independent contractor (which may be the local police department). Hotel may allow Group to retain an outside security service provider that is approved in writing by Hotel prior to the Event or the applicable Function. If Group hires an outside security service provider, Group must provide Hotel with a copy of its agreement with the service provider, which shall indemnify Hotel, its owner, its management company and their respective parents, subsidiaries and affiliates, and all of their respective owners, members, partners, directors, officers, employees, representatives and agents, from and against any liabilities related to the security services. Under no circumstances shall any armed security personnel be permitted onto the premises of Hotel without Hotel's advanced written approval, which Hotel may withhold in its sole and absolute discretion.

**7.3 Shipping and Packages.** If Group will be shipping packages to Hotel, Group must notify Hotel at least one week in advance. Each package sent to Hotel must include the name of Group, the Arrival Date and the number of items contained in the package. Each package should arrive no earlier than three (3) days before the Arrival Date. Hotel reserves the right to add storage fees to the Master Account for any packages that arrive earlier. Hotel shall have no liability for the delivery, security or condition of the packages. Your meeting services contact at the hotel will contact you with specific instructions on labeling and shipping of items and can confirm pricing at that time.

**7.4 Notices.** All notices, offers, acceptances, requests and other communications hereunder shall be in writing and shall be deemed sufficient if hand delivered (against receipt) or sent by a commercially recognized express delivery service (e.g. FedEx or UPS), or certified or registered U.S. Mail, postage prepaid, to the Group Contact, at the address for the Group Contact, both identified on the first page of this Agreement; or, if to Hotel, to the street address of the Hotel premises to the attention of its General Manager, with a copy to Interstate Hotels & Resorts, Inc., 4501 N. Fairfax Drive, Suite 500, Arlington, VA 22203, Attn: General Counsel. Hotel may change Hotel's designated contact at any time upon notice. Hotel will not be bound by any notice unless delivered to Hotel in the manner specified herein.

**7.5 Damage to Hotel Premises.** To the fullest extent permitted by law, Group assumes full responsibility for any damage done to the Hotel during your Event or any setup for the Event or disassembly after the Event, to the extent that such damage is caused by Group, its employees, guests, agents, or contractors (other than Hotel and its subcontractors), including any damage resulting from the installation, placement, and removal of Group's displays, equipment, exhibits, or other items.

**7.6 Indemnification.**

Group shall indemnify, defend and hold harmless Hotel, its owner, its management company, their respective affiliates and all of their respective officers, directors, partners, members and employees from and against all demands, suits, judgments, settlements, claims, damages to persons and/or property, fines, liens, losses and other liabilities, including reasonable attorneys' fees (collectively "**Claims**") arising out of related the negligence or intentional misconduct of Group, its contractors or exhibitors, or their respective employees, agents, contractors or attendees. Group does not waive, by reason of this section, any defense that it may have with respect to such Claims.

**7.7 Disturbances.** Group agrees that its use of assigned Function spaces will not create any unreasonable disturbance to other guests or meetings, such as excessive noise, smoke, fog or offensive smells. Neither Group nor its contractors will use such features without advance approval of Hotel.

**7.8 Additional Remedies.** If this Agreement is one of a group of (any two or more) agreements between Hotel and Group and/or any of Group's affiliates for Hotel to host events, then Hotel reserves the right to terminate this Agreement and/or other agreement(s), without liability to Hotel, if (a) Group (or, if applicable, its affiliate) fails to timely pay any amounts due and owing under, or commits any other material breach of its obligations under, this Agreement or any of the other agreements; or (b) Group, its affiliate or any of their respective employees, agents or contractors causes damage or disruption to the Hotel's premises, operations, guests or reputation. Notice of any such termination by the Hotel shall be made to Group in writing. If Hotel cancels the Event pursuant to this section, Group shall be responsible for the applicable Cancellation Fee as if Group cancelled the Event. If, pursuant to this section, Hotel cancels any other event(s) it had booked for Group or one or more affiliates of Group, then Group shall be responsible for any applicable cancellation fee(s) provided for under the applicable agreement(s).

**7.9 Group's Property.** Group agrees Hotel will not be responsible for the safe-keeping of equipment, supplies, written material or other valuable items left in meeting rooms, sleeping rooms or anywhere on Hotel's premises. Group is responsible for securing any such aforementioned items and hereby assumes responsibility for loss thereof. Group may not rely on any verbal or written assurances provided by Hotel staff, other than as provided in this Agreement. Property of Group is the sole responsibility of Group and/or its owner. Group warrants that it has procured sufficient insurance to cover the loss of such property and waives any claims under Hotel's insurance policy for the loss of Group's property or the property of any of its attendees or invitees.

**7.10 Choice of Law.** This Agreement will be interpreted in accordance with the laws of the state in which Hotel premises is located, without giving effect to any conflict-of-law principles thereof that would result in application the laws of any other state.

**7.11 Dispute Resolution.**

a. The parties shall exercise commercially reasonable efforts to informally and timely resolve any dispute arising under or related to this Agreement before commencing litigation, unless the litigation seeks emergency injunctive relief.

b. Any action between the parties arising out of or related to this Agreement shall be filed solely in the United States District Court for the district in which the premises of Hotel is located or, if subject matter jurisdiction in that court is lacking, in a state court in whose jurisdiction Hotel is located. Each of the parties hereby consents to the personal jurisdiction of these courts and venue of any such action in these courts, and hereby waives any objection based on the doctrine of *forum non conveniens* to any such action being adjudicated by any such court.

c. If any action by either party against the other to enforce its rights under this Agreement, including (without limitation) any litigation and/or other efforts to collect any payments due under this Agreement, the non-prevailing party shall be responsible for the prevailing party's costs related to such action, including (without limitation) reasonable attorneys' fees and expenses, collection costs and pre- and post-judgment interest.

d. **THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND MUTUALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY CIVIL ACTION BASED ON, ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, THE EVENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (VERBAL OR WRITTEN) OR ACTIONS BY THE PARTIES.**

**7.12 Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the Event and supersedes any previous agreements, communications, representations or agreements, whether written or oral. Any modifications, additions or corrective lining out made on this Agreement will not be binding unless such modifications have been signed or initialed by both parties. Any amendments to this Agreement must be made in writing and signed by authorized representative of each party. For the avoidance of doubt, this section shall not prevent Group from ordering particular or additional services from Hotel through a banquet event order or other document signed by an Authorized Representative.

**7.13 No Assignment.** Neither party may assign or transfer this Agreement or any of its rights (other than rights to receive payments) or obligations hereunder without the written consent of other party, unless the assignment is to an affiliate of the assigning party pursuant to an internal reorganization or acquisition of the assigning party, or the assignment is made to an entity that acquires all or substantially all of the assigning party's assets. Any attempted assignment or transfer by Group without such consent may, at the option of Hotel, be deemed to be a Cancellation, in which case Group shall be liable for a Cancellation Fee set forth herein.

**7.14 Miscellaneous.** Each person signing this Agreement warrants that he or she is authorized to bind the party for which he or she is signing. Any provision of this Agreement that is deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement. The failure of either party to insist, at any time, on strict performance of any terms or conditions of this Agreement, or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, condition, option, right or remedy. No waiver by either party of any term or condition hereof shall be deemed to have been made unless expressed in writing and signed by such party.



**7.15 The Meeting Promise™.** Every time you plan your meeting or group room block with us, we guarantee it! That's because not only are we the experts at handling small and mid-size meetings and groups, but we also offer the exclusive Holiday Inn® Brands Groups and Meeting Promise™ program at Holiday Inn® hotels worldwide. It's our guarantee—in writing—that everything will go exactly as agreed. If not, the problem will be corrected to your satisfaction, or you don't pay for that item.

**7.16 IHG® Business Rewards.**

**Qualified Meeting:** No minimum booking size threshold/qualifying spend to earn points. Any meeting, event or guest rooms booked and held at the Holiday Inn Orlando – Disney Springs® Area Located in the Walt Disney World® Resort qualify for IHG® Business Rewards points.

**Earning Schedule:** Planner will earn three IHG® Business Rewards points\* for every \$1 USD spent on negotiated group guest room rates for Qualified Meetings and other Qualified Meeting Charges, exclusive of associated taxes, gratuities, service fees, set-up fees, any outside vendor/supplier charges, and any attendee incidentals or other expenses. \*Maximum awarded meeting reward points not to exceed 60,000 total per meeting.

**Qualified Meeting Charges:** Attendee negotiated guest room rates within the guest room block, meeting food and beverages, and meeting room rental. IHG® Business Rewards points will be credited to Meeting Planner's member account 6-8 weeks after the qualifying meeting has been held and paid for in accordance with this Agreement. Planner does not need to attend the meeting or event to take advantage of the IHG® Business Rewards program. The IHG® Business Rewards program's full Terms and Conditions apply and may be viewed at [ihgrewardsclub.com/terms](http://ihgrewardsclub.com/terms).

IHG® Business Rewards membership number: \_\_\_\_\_

**ARTICLE VIII: EXECUTION OF AGREEMENT**

8.1 Hotel's transmission of an unsigned copy of this Agreement to the Group or its Agent shall be deemed an invitation for Group to make an offer. The Group or Agent's return of its signature on a copy of this Agreement shall be deemed an offer by the Group. Hotel's subsequent signature of the Agreement shall be deemed an acceptance of the Group's offer by Hotel.

8.2 This Agreement may be executed in one or more counterparts, which together shall constitute one and the same Agreement. Signatures sent by facsimile or equivalent means shall be deemed original, valid and binding signatures to this Agreement.

8.3 Any handwritten changes to this document will not be binding unless initialed by authorized representatives of both parties.

8.4 Each individual signing this document represents and warrants that he or she has authority to bind the party for which he or she signs.

**IN WITNESS WHEREOF**, Hotel and Group have entered into this Agreement in manner and form sufficient to bind them effective as of the last date identified below.

Interstate Management Company, LLC, as agent  
for GRE HI Orlando Operating Tenant, LLC, d/b/a  
Holiday Inn Orlando- Disney Springs Area

Webb Family Reunion

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

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

Name: Jessica Castrejon

Name: Linda Gordon

Title: Sales and Catering Manager

Title: Planner

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

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