



Amelia Island Plantation®

Amelia Island, Florida



Revised Contract

August 23, 2000

This Group Sales Contract is made and executed by and between Amelia Island Plantation, hereinafter referred to as "Resort," and the group below noted and described, hereinafter referred to as "Group" as of the date and execution of this Contract by Resort and Group.

The purpose of this Contract is to provide Group with room accommodations, meeting/function space, food, beverage, recreation, and other services for the specific dates below noted; to provide Resort with reasonable guarantee as to dates, numbers of persons, guest rooms, meeting rooms, and certain other information described herein; further to provide a clear understanding to both Group and Resort of the requirements, conditions, limits, and other parameters of their agreement.

Organization ADA Conference Name of Event ADA Conference
Arrival Date October 17, 2000 Departure Date October 19, 2000
Contact Ms. Joyce Bradley Title _____
Address 191 Nassau Place
City Yulee State FL Zip 32097 Phone 904-321-5703
of People 150

Accommodations

	Tues. 10/17	Wed 10/18
Oceanview Room	10	10
Total	10	10

Rates

Room	Single Rate
Oceanview Room	\$141

Room rates are net and non-commissionable.

These rates are subject to all applicable taxes at the time of the Event and are subject to change. The current taxes are: State 7%, Occupancy 2%.

Group Contact Initials

Sales Manager Initials

Total Unit Nights 50

RESORT SERVICE FEE: In lieu of individual tipping, a resort service fee, currently \$7.00 per adult, per night, plus 7% sales tax is charged to cover daily housekeeping, on-property transportation, phone access charges, in-room coffee daily, and use of health and fitness center. Service fee and tax are subject to change.

Gratuities for bellmen, golf attendants and valet parkers are at each guest's discretion.

RESERVATIONS: Individual Reservations – For individual reservations, please contact (888) 261-6165 for the Group Reservations Department and reference group number **752647**. The Resort should receive all reservations no later than September 17, 2000.

On the cut-off date of September 17, 2000, the Resort will release the unreserved rooms for general sale. Any reservation received after the cut-off date will be accepted on a space and/or rate available basis only. Should the guest room block be filled prior to the cut-off date, any additional room requests will be negotiated on a space and/or rate available basis. Request for early arrivals and stay overs are subject to space availability and prevailing rates.

In the event of double or multiple occupancy of units, Group will assume the responsibility of determining the share-withs and pairings and Resort will assign the villa location once the pairings have been made. The Group shall guarantee individual shares, early arrival and late departure rate differentials. **In order for the Resort to perform the services and deliver the room types contracted, as expected, it is imperative that the cut off date listed above is strictly adhered to.**

For reservations made on an individual basis, at the time of reservation, a one (1) night deposit will be required to confirm the reservation. This deposit may be made by credit card or check and will be applied to first and last night of the stay. Deposits will not be refunded unless reservation is cancelled fourteen (14) days prior to arrival.

No-shows will be charged the full room revenue for the dates of the reservation.

ARRIVAL and DEPARTURE: Check-in time at Resort is after 4:00 PM. Checkout time is before 11:00 AM.

OVERNIGHT PARKING: Valet parking is available at \$10.00 per vehicle, per night. Complimentary self-parking is also available to our guests.

ADJUSTMENT OF ROOM BLOCK: Group's room block will be held until September 17, 2000. Any rooms not reserved by the cutoff date will be released for re-sale. Reservations made after this cutoff date will be subject to availability at group's contracted rate.

MASTER BILLING: In the event a Master Account is established, Resort will periodically re-verify Group's credit application. Should Group's credit report substantially change, Resort reserves the right to request payment in full prior to the commencement of Group's arrival.

Within ten (10) days of receipt of Resort's invoice, Group agrees to provide a written account of any disputed charges. Payment of the entire bill, except disputed amounts, is due within fifteen (15) days of receipt. If not paid within fifteen (15) days after "billing date," an additional charge of one and one-half percent (1 ½ %) will be made for each month thereafter (18%) annual interest rate.


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CONFERENCE SERVICES ASSIGNMENT: The Resort will assign a Conference Services Manager who will assist Group with the details of menu planning, room set-ups, audiovisual, signage, etc. Group agrees to discuss meeting arrangements and food and beverage functions with the Conference Services Manager to determine whether labor and/or special service charges, if any, will apply in addition to those set forth in this agreement. All of your Event details should be finalized at least thirty (30) days prior to arrival. All banquet and catering details and charges will be set forth on a separate agreement, which is available from the Conference Services Manager, and once signed will become part of this Agreement.

FOOD AND BEVERAGE: The Resort is relying upon the food and beverage functions outlined below. The Group agrees that the Resort will incur a loss should there be a reduction in food and beverage revenue. A 10% reduction is allowed without penalty up to the cut-off date of September 17, 2000. In the event that the food and beverage revenue decreases by more than 10%, a revenue assessment will be made to the Master Account. This assessment will be the difference between the actual food and beverage revenues and the anticipated food and beverage minus the allowed 10% attrition.

Group agrees that all catered food and beverage items purchased or consumed by Group and it's attendees must be supplied and prepared by the Resort. At least seventy-two (72) hours before the Event, Group needs to inform the Conference Services Manager of the guaranteed attendance for all food and beverage functions. In the event that Group does not provide a guarantee of attendance, Resort will automatically use the anticipated number of attendees provided by Group to determine the charges for which Group will be fully responsible. The food and beverage functions will be those functions set forth in the outline below.

Applicable service charge, currently 20%, plus Florida State tax, currently 7%, will be added to all food, beverage and audiovisual charges. Service charge and tax are subject to change.

Any specific products and/or services not normally in stock, and ordered unique to your group will be billed to the Group's Master Account at cost plus 10% unless cancellation is received 30 days prior to arrival.

MEETING ROOM CARE: If Group requires or plans to hang or adhere posters, banners, flip chart paper or any other material in meeting rooms, sleeping accommodations or public space, your conference service manager must be notified of this request in advance. The conference service manager will approve and assist Group with the request in order to avoid damage to rooms, walls, etc. Any damage to resort property as a result of not having prior approval will be billed to Group.

THE FOLLOWING FUNCTIONS HAVE BEEN RESERVED FOR YOUR GROUP:

Date	Start Time	End Time	Function	Setup	Agr
Wed. 10/18	8:00 AM	5:00 PM	Meeting	Classroom	150
Wed.10/18	12:00 PM	1:00 PM	Lunch		150
Thurs. 10/19	8:00 PM	5:00 PM	Meeting	Classroom	150
Thurs. 10/19	12:00 PM	1:00 PM	Lunch		150

- Meeting Room Rental- \$500 per day

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AUDIOVISUAL: Amelia Island Plantation's on site Audio-Visual Company offers state-of-the-art equipment and technical support staff for all conference needs. Use of any audio-visual/production companies other than Amelia Island Plantation is prohibited without consent. Where consent is authorized, rental fees will be incurred for meeting rooms and equipment (i.e. staging, dance floor, etc.) and labor.

OUTSIDE CONTRACTORS: Any contracted company working at Amelia Island Plantation is required to carry and maintain workers' compensation insurance in statutory amounts; comprehensive general public liability insurance covering automobile, personal injury and property damage with single limits of not less than One Million and No/100 Dollars (\$1,000,000.00) per person per occurrence. All such policies (except workers' compensation) shall specifically state: "Amelia Island Plantation d.b.a. Amelia Island Plantation" is named as additional insured under the above policy. Such insurance shall be primary and not contributory with Amelia Island Plantation. The contracted company shall furnish a certificate of insurance evidencing such coverage to Amelia Island Company, at the following address, no later than two (2) weeks prior to commencement of services.

Ms. Laura Palmisano, Vice President, Finance
Amelia Island Plantation
P.O. Box 3000
Fernandina Beach, FL 32035-3000

HOSPITALITY SUITE POLICY FOR ACCOMMODATIONS: Amelia Island Plantation recognizes and supports the need for hospitality suites. Due to the residential nature of the Resort, the hours of operation must be limited to 10:00 am-10:00 PM. Use of outdoor patio areas connected to accommodations must cease at 9:00 PM. Use of condominium pools and decks is strictly prohibited.

Accommodations used as hospitalities must not affect the enjoyment of any resort guest occupying bordering accommodations. Hospitality suite noise levels should be maintained at a "good neighbor level". If determined by Resort Management that the noise level may result in a complaint from other guests/owners, the occupant of the Hospitality Suite will be asked to reduce the noise level.

The Public Safety Department reserves the right to close any hospitality suite if a second request becomes necessary.

Hospitalities held in accommodations will be limited to groups of no more than 35 people. For larger groups and/or for those requiring hospitality hours beyond those set out above, function space may be reserved with advance notice, based on availability. Themed packages are available at a nominal fee. Amelia Island Plantation must provide food and beverage service for hospitality suites. Outside service beyond accommodations is strictly prohibited. In the event accommodations are used as hospitalities, the charge will be twice the negotiated room rate.

The villas/suites of Amelia Island Plantation are privately owned rental accommodations in which furnishings and appointments must be properly maintained. To avoid damage the movement or removal of any furnishings is prohibited. Should damage occur as a result of nonconformance to these stipulations, the total replacement value will be the responsibility of the occupant, in addition to the normal room rate.

USE OF AGENTS: In the event a third party, "Agent," is involved at the time of signing this contract, absent an agreement by the Agent to forego any commission it may have earned, Agent may be entitled to a commission upon the successful completion of the Event. The commission will only apply to and be based on actual room revenue and no other charges. The commission will be due and payable to Agent if and when the Resort is successful in collecting the charges from the Group. The Group warrants and represents that no other agency or third party, other than Agent, is involved in this transaction and will indemnify the Resort from any claims, losses or damages resulting from other third parties claiming any interest in a commission.

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When a meeting is handled through a third party agent, resort representative company or an incentive company, the Resort prefers that the meeting planner or executive of the Group sign this Agreement. The Resort suggests that the Agent and the Meeting Planner read this Agreement carefully, and that it be signed by the Group's executive or the Meeting Planner and not the Agent. If however, the Agent executes this Agreement, then it is fully understood that the Agent as well as the Group, is responsible for all provisions, as outlined and accepted.

AMERICANS WITH DISABILITIES ACT: As a resort of private accommodations, Amelia Island Plantation warrants to be in compliance with the Americans with Disabilities Act and all regulations thereunder and Amelia Island Plantation has taken all legally required steps to make all of the meeting and function space accessible to persons with disabilities.

ENFORCEMENT: Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgement upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

RIGHT OF TERMINATION: The performance of this Agreement by Resort or the Group is subject to acts of God, war, government regulation, disaster, strikes, civil disorder, or other emergency making it illegal or impossible to provide the facilities or hold the conference.

**A SIGNED COPY OF THIS FORM IS TO BE RETURNED TO RESORT'S SALES OFFICE BY
AUGUST 25, 2000 OR THE SPACE MAY BE AUTOMATICALLY RELEASED.**

THE ABOVE INFORMATION HAS BEEN REVIEWED AND ACKNOWLEDGED.

For **Amelia Island Plantation**

Name Katherine Austin

Title Regional Sales Manager

Signature _____

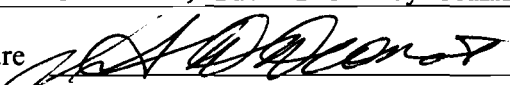
Date _____

For Group

ADA Conference

Name _____

Title Chairman, Bd. of County Commissioners

Signature 

Date September 1, 2000

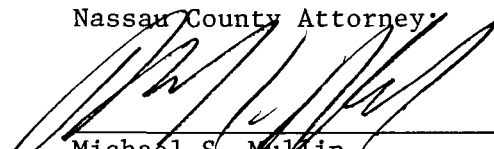
Attest:



J. M. "Chip" Oxley, Jr.

Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney:


Michael S. Mullin

*Wait
to
Cancel*