



# International Academy of Mediators

## Spring 2021 Conference Report

With the help of Rob and Chantal Daisley and MCC, IAM has entered into contract negotiations with the Tampa Bay Water Street Marriott.

Attached are the contract and a preliminary budget.

Highlights on the contract include:

- Room rate of \$245 per night
- 20% attrition rate on room block of 325 rooms (or committed to 260 rooms)
- Commission of 3% or rebate (amount to be determined)
- \$35k Food/Beverage min (\$46.5K after taxes), which means the Banquet will need to be held at the hotel. (10% discount on published prices)
- Free meeting space
- Free basic Wi-Fi in meeting rooms
- 25% valet parking discount
- 10% discount on in-house A/V

The budget currently shows a small loss; however, it is based on lower than expected income and higher than expected expenses. As this will be the 25<sup>th</sup> anniversary of the IAM, there may be additional expenses for special guests and other unknowns and there will likely be higher attendance.

Income has been based on the current conference rate of \$850 early bird/\$950 regular/non-member rate.



# JW MARRIOTT

TAMPA WATER STREET

## GROUP SALES AGREEMENT

### DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between JW Marriott Tampa Water Street, 510 Water Street, Tampa, FL, 33602, and International Academy of Mediators.

ORGANIZATION: International Academy of Mediators  
 CONTACT: Name: Richard Rejino & Carol Wilbur  
 Street Address: 14070 Proton Road Suite 100  
 City, State, Postal Code: Dallas, TX 75244-3601  
 Country/Region: USA  
 Phone Number: (972) 233-9107  
 E-mail Address: [richard@iamed.org](mailto:richard@iamed.org), [carol@iamed.org](mailto:carol@iamed.org)

NAME OF EVENT: International Academy of Mediators IAM Tampa Spring  
 REFERENCE #: M-JDCGTQV  
 OFFICIAL PROGRAM DATES: Tuesday, 04/06/2021 - Sunday, 04/11/2021

### GUEST ROOM COMMITMENT/GROUP ROOM RATES

The Hotel agrees that it will provide, and International Academy of Mediators agrees that it will be responsible for utilizing, 335 room nights in the pattern set forth below (such number and such pattern, the “Room Night Commitment”):

Date	Day	Standard	Suite	Staff	Total Rooms
04/06/2021	Tue	23	0	2	25
04/07/2021	Wed	85	3	2	90
04/08/2021	Thu	85	3	2	90
04/09/2021	Fri	85	3	2	90
04/10/2021	Sat	27	3	0	30

Start Date	End Date	Room Type	Single
04/06/2021	04/11/2021	Standard	\$245.00
04/07/2021	04/11/2021	Suite	\$245.00
04/06/2021	04/11/2021	Staff	\$185.00

Hotel’s room rates are subject to applicable state and local taxes (currently 14.5%) in effect at the time of check-out.

### COMMISSION

The group room rates listed above are net non-commissionable. International Academy of Mediators will advise its designated agency of these rates and address any resulting agency compensation issues directly with the management of the appropriate agency.

### METHOD OF RESERVATIONS

Hotel is pleased to offer the use of our online group reservations system powered by Passkey. All reservations will be made, modified or canceled by individuals on-line at a URL to be established by Hotel or by calling Marriott’s Reservations toll free number to be established after enabling Passkey. It is the responsibility of International Academy of Mediators to publish and provide this information to potential attendees through the planner’s meeting website or through email. International Academy of Mediators shall be responsible for publishing the URL for all potential attendees. The Group Rate is guaranteed for reservations made on or before the Cutoff Date. Any reservations made after the Cutoff Date shall be at the Hotels then current available rate.

Hotel will supply a username and password to provide you with 24/7 online access to your group’s information and reports.

### **LOWEST RATE GUARANTEE**

Hotel agrees that it will not offer a lower rate to the general public over the dates of April 7, 2021 – April 9, 2021 (peak daes). This guarantee applies to rates made available to the general public either through hotel reservations department, 800 reservations, or any non-opaque online distribution channel. This guarantee does not apply to corporate negotiated volume discounts or any other qualified rates. Should a lower rate be discovered the hotel agrees to immediately have the lower rate removed from all distribution channels.

### **ROOMS OUTSIDE THE BLOCK**

Hotel will do a one-time audit between Hotel's in-house guest list with a list of Group's attendees that may have booked outside the room block and give credit to Group for all reservations found, including pre/post rooms, for the purposes of attrition. Group will also receive credit towards complimentary rooms for Rooms Outside the Block, provided the total number of room nights credited to Group does not exceed the total number of rooms complimentary rooms possible based on the contracted room block.

Audit will be conducted at the conclusion of the conference. Additional audits will be conducted at a fee of \$250 per audit.

Group will be due commission on Rooms Outside the block, provided that (i) such commission payments are calculated based on the applicable rate associated with the Rooms Outside the Block and (ii) the total number of room nights commissionable to Group will not exceed the total number of rooms in the contracted room block. However, no commission payments will be due to Group for any group bookings or individual traveler reservations that are commissionable to any other travel agency or company.

### **SPECIAL CONCESSIONS**

In consideration of the Room Night Commitment and the functions identified on the Function Information Agenda/Event Agenda, Hotel will provide International Academy of Mediators with the following special concessions:

- Two (2) Staff Rooms at 25% of the group rate (\$185.00) arriving Tuesday, April 6th, 2021 and departing Saturday, April 10th, 2021
- Three (3) upgrades to Suites at the group rate (\$245.00) arriving Tuesday, April 6th, 2021 and departing Sunday, April 11th, 2021
- Group rate will be available 3 nights pre and 3 nights post main program dates, based on availability
- 10% discount off published 2021 published banquet menus, excludes alcohol. The \$35,000.00 food and beverage minimum must still be met after discount. *Discounts will not be provided on any customized packages that are already discounted*
- Complimentary Meeting Space based on a \$35,000 contracted food and beverage minimums (exclusive of service charge and taxes)
- Complimentary Wireless Access in Guestrooms, for registered Marriott Bonvoy members
- (8) Complimentary Welcome Amenities (A \$30 value per amenity)
- (1 :45) Complimentary Room Ratio, based on actualized rooms
- 10% Discount on In-House Audio/Visual, excludes labor. Discount applied only if in house PSAV provider is utilized. *Discounts will not be provided on any customized packages that are already discounted.*
- (2) Complimentary Superior Wireless Connections for on-site Contact
- Marriott Bonvoy Points (refer to clause on page #10)
- 25% Valet Parking Discount
- Hotel will offer a 3% rebate, back to the Group's Master Account, based on actualized rooms revenue
- Hotel will offer complimentary basic WiFi in all meeting rooms for this specific group, as long as PSAV is the exclusive audio-visual vendor. This quote is based on usage for 90 persons max.

### **GUARANTEED RESERVATIONS**

All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card or by International Academy of Mediators. Hotel will not hold any reservations unless secured by one of the above methods.

### **CUT-OFF DATE**

Reservations by attendees must be received on or before **Tuesday, March 16<sup>th</sup>, 2021** (the "Cut-Off Date"). 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 or not it can accept reservations based on a space- and rate-available basis at the International Academy of Mediators group rate after this date.

**NO ROOM TRANSFER BY GUEST**

International Academy of Mediators agrees that neither International Academy of Mediators nor attendees of the Event nor any intermediary shall be permitted to assign any rights or obligations under this Group Sales Agreement, or to resell or otherwise transfer to persons not associated with International Academy of Mediators reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

**BILLING ARRANGEMENTS**

Individual Pays Own: Individuals to present credit card at check-in to access ancillary services and will pay own accounts at departure. There will be no charge for reservation cancellations received 72 hours prior to arrival date, though this shall have no bearing upon the group's total liability pursuant to either the attrition or cancellation clauses herein. Any reservation cancellations within 72 hours will be charged a one-night stay to the guest's credit card on file. Any no shows will also be charged one-night stay to the guest's credit card on file.

Catered food/beverage, meeting space, and A/V charges will be billed to group's master account.

**PAYMENT BY CREDIT CARD OR COMPANY CHECK**

If International Academy of Mediators wishes to pay any portion of its obligation by credit card or company check, the credit card information must be entered into our secure online website.

Prior to the execution of this agreement International Academy of Mediators shall provide hotel with credit card authorization information. A Credit Card Information Request e-mail will be sent to the e-mail address provided by International Academy of Mediators.

This process must also be followed if direct billing has not been approved and the Master Account charges will be paid by credit card or company check.

International Academy of Mediators agrees that the Hotel may charge to this credit card any payment as required under this Group Sales Agreement.

**FUNCTION INFORMATION AGENDA/EVENT AGENDA**

Based on the requirements outlined by International Academy of Mediators, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

Date	Day	Start Time	End Time	Function Type	Set-Up Style	#	Function Space
4/7/2021	Wed	12:15 AM	12:00 PM	Storage	Storage	5	MacDill
4/7/2021	Wed	1:00 PM	5:00 PM	Board Meeting	Conference	20	Gasparilla
4/8/2021	Thu	12:15 AM	12:00 AM	Storage	Storage	5	MacDill
4/8/2021	Thu	7:00 AM	11:45 PM	Registration Area	Registration	5	Ybor Ballroom Pre-Function
4/8/2021	Thu	8:00 AM	9:00 AM	Breakfast	Rounds of 10	110	Ybor IV
4/8/2021	Thu	8:00 AM	9:00 PM	Breakouts	U-Shape	36	Ybor I
4/8/2021	Thu	8:00 AM	9:00 PM	Breakouts	U-Shape	36	Ybor II
4/8/2021	Thu	8:00 AM	9:00 PM	Breakouts	U-Shape	36	Ybor III
4/8/2021	Thu	8:00 AM	9:00 PM	Breakouts	U-Shape	32	Gasparilla
4/8/2021	Thu	8:00 AM	12:00 AM	General Sessions	Rounds of 10	110	Ybor V
4/8/2021	Thu	11:30 AM	1:30 PM	Lunch	Rounds of 10	110	Ybor IV
4/8/2021	Thu	5:30 PM	7:30 PM	Reception	Lounge	110	Pre-Function roof Terrace or, in case of weather, Ybor IV
4/9/2021	Fri	12:15 AM	12:00 AM	Storage	Storage	5	MacDill
4/9/2021	Fri	7:00 AM	11:45 PM	Registration Area	Registration	5	Ybor Ballroom Pre-Function
4/9/2021	Fri	8:00 AM	9:00 AM	Breakfast	Rounds of 10	110	Ybor IV
4/9/2021	Fri	8:00 AM	9:00 PM	Breakouts	U-Shape	36	Ybor I
4/9/2021	Fri	8:00 AM	9:00 PM	Breakouts	U-Shape	36	Ybor II
4/9/2021	Fri	8:00 AM	9:00 PM	Breakouts	U-Shape	36	Ybor III
4/9/2021	Fri	8:00 AM	5:00 PM	Breakouts	U-Shape	32	Gasparilla
4/9/2021	Fri	8:00 AM	9:00 PM	General Sessions	Rounds of 10	110	Ybor V
4/9/2021	Fri	11:30 PM	1:30 PM	Lunch	Rounds of 10	110	Ybor IV
4/9/2021	Fri	6:00 PM	11:00 PM	Reception/Dinner	Rounds of 10	140	Ybor IV or Ybor V
4/10/2021	Sat	8:00 AM	9:00 AM	Breakfast	Rounds of 10	110	Ybor IV
4/10/2021	Sat	8:00 AM	1:00 PM	Registration Area	Registration	5	Ybor Ballroom Pre-Function
4/10/2021	Sat	8:00 AM	1:00 PM	General Sessions	Rounds of 10	110	Ybor V

All meeting room, food and beverage, and related services are subject to applicable taxes (currently 8.5%) and service charge (currently 25%) in effect on the date(s) of the event.

**FUNCTION AGENDAS**

On Tuesday, **March 1<sup>st</sup>, 2021**, International Academy of Mediators agrees to give Hotel a preliminary program, including attendance figures based on history.

By Saturday, **March 6<sup>th</sup>, 2021**, Hotel and International Academy of Mediators shall have arrived to a mutually agreed upon final program, which shall include expected attendance figures. Based upon the figures set forth on the final program, Hotel will review function space usage and after discussion with International Academy of Mediators, Hotel will have the right to reassign and/or release any function space in direct proportion to any reduction in the number of International Academy of Mediator's Event attendees, including releasing any space that is not designated on the final program. Any changes in the assignment of meeting room or function space shall not reduce International Academy of Mediator's obligation to satisfy the food and beverage requirements stated herein.

### **DAMAGE TO FUNCTION SPACE**

International Academy of Mediators agrees to pay for any damage to the function space that occurs while International Academy of Mediators is using it. International Academy of Mediators will not be responsible, however, for ordinary wear and tear or for damage that it can show was caused by persons other than International Academy of Mediators and its attendees.

### **FACILITY FEES**

Based on International Academy of Mediator's requirements, Hotel's function space fees would be \$15,000. Based upon the Room Night Commitment and the functions identified on the Function Information Agenda/Event Agenda outlined in this Agreement, the Hotel will waive these fees.

### **ATTRITION – Rooms Cumulative, to include pre/post rooms**

Hotel is relying upon Group's Room Night Commitment. Group agrees that a loss will be incurred by Hotel if Group's actual usage is less than eighty percent (80%) of the cumulative Room Night Commitment.

Hotel agrees to allow for a twenty percent (20%) reduction in the cumulative Room Night Commitment. At the end of the Event, Hotel will subtract the actual room usage for those nights from the amount of permissible attrition for the cumulative Room Night Commitment. The difference of room nights will be multiplied by the group's average room rate (excluding staff and or complimentary rooms) and the resulting amount will be posted as charges to Group's Master Account, plus applicable taxes, at the conclusion of the Event.

Additionally, at the conclusion of the Event, if the actual banquet food and beverage revenue is less than the Minimum Banquet Food and Beverage Revenue, any difference will be posted to the Master Account.

These charges represent a reasonable effort on behalf of the Hotel to establish its loss prospectively and shall be due as liquidated damages.

Cumulative attrition calculations will include all pre/post room nights booked under the block that Group will receive credit for.

### **MINIMUM BANQUET FOOD AND BEVERAGE REVENUE REQUIREMENT**

International Academy of Mediators agrees to a minimum banquet food and beverage revenue of **(\$35,000.00)**, exclusive of tax and service charge (the "Minimum Banquet Food and Beverage Revenue"). Hotel will confirm the food and beverage prices one year prior to International Academy of Mediator's arrival date. International Academy of Mediators shall provide Hotel with 72 hours prior advance notice of the date(s), time(s), and number of covers with respect to each function it wishes to schedule for the Event.

**CANCELLATION**

International Academy of Mediators acknowledges that if it cancels or otherwise essentially abandons its planned use of the Room Night Commitment (a “Cancellation”), this action would constitute a breach of International Academy of Mediator’s obligation to Hotel and Hotel would be harmed. Because Hotel’s harm (and International Academy of Mediator’s obligation to compensate Hotel for that harm) is likely to increase if there is a delay in notifying Hotel of any Cancellation, International Academy of Mediators agrees to notify Hotel, in writing, within five (5) business days of any decision to Cancel. In addition, if a Cancellation occurs, the parties agree that:

- a) it would be difficult to determine Hotel’s actual harm;
- b) the sooner Hotel receives notice of the Cancellation, the lower its actual harm is likely to be, because the probability of mitigating the harm by reselling space and functions is higher; and
- c) the highest percentage amount in the chart (the “Chart”) set forth below reasonably estimates Hotel’s harm for a last-minute cancellation and, through its use of a sliding scale that reduces damages for earlier cancellations, the Chart also reasonably estimates Hotel’s ability to lessen its harm by reselling International Academy of Mediator’s space and functions.

International Academy of Mediators therefore agrees to pay Hotel, within thirty (30) days after any Cancellation, as liquidated damages and not as a penalty, the amount listed in the Chart below.

<b>Date of Cancellation</b>	<b>Total Amount of Liquidated Damages Due</b>
Date of Agreement to 365 days prior	25% of Total Room Revenue* + 40% of the Minimum Banquet Food and Beverage Revenue (\$34,396.00)
From 364 days to 181 days prior	50% of Total Room Revenue* + 40% of the Minimum Banquet Food and Beverage Revenue (\$54,793.00)
From 180 days to 61 days prior	75% of Total Room Revenue* + 40% of the Minimum Banquet Food and Beverage Revenue (\$75,189.00)
From 60 days prior to Date of Event	100% of Total Room Revenue* + 70% of the Minimum Banquet Food and Beverage Revenue + Total Room Rental (\$95,585.00)

\* “Total Room Revenue” is the dollar amount equal to the number of room nights in the Room Night Commitment multiplied by International Academy of Mediators average room rate (excluding staff room rates and complimentary rooms, if any). If applicable, state and local taxes will be added to the amounts listed above.

Provided that International Academy of Mediators timely notifies Hotel of the Cancellation and timely pays the above liquidated damages, Hotel agrees not to seek additional damages from International Academy of Mediators relating to the Cancellation.

### **IMPOSSIBILITY**

The performance of this Agreement, in whole or in part, is subject to events or occurrences beyond the control of the parties, including, but not limited to, acts of God, war, terrorism, civil disorder, governmental regulations or advisories, natural disaster (such as fire, severe flood, hurricane warning and earthquake), strikes, lockouts, labor disputes or threat thereof (except involving the party seeking to invoke this provision), curtailment of transportation services at least twenty-five percent (25%) of the meeting attendees or illegal or impossible to provide the Hotel facilities or hold the meeting. Either party may terminate, suspend or partially perform its obligations under this Agreement without liability due to such events or occurrences by written notice to the other.

The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical – but in no event longer than ten (10) days – after learning of such basis.

Should the federal agency responsible for public health, emergency preparedness and infectious disease control and prevention in the country where the hotel is located (i.e., the Centers for Disease Control and Prevention in the U.S. or the Public Health Agency of Canada) issue a travel advisory, notice, or warning at any time within the 30 day period prior to the first arrival date of the Event that specifically advises travelers to avoid all non-essential travel to the specific city in which the Hotel is located, and should Group have suspended all of its business operations in the city where the Hotel is located or, if Group has no business operations in the city where the Hotel is located, has otherwise recommended that its attendees not travel to the city for any non-essential reason, then Group may contact the Hotel in order for the parties to engage in discussions regarding the scope of the advisory, notice, or warning. The parties agree to negotiate in good faith to resolve any concerns raised as a result of the advisory, notice, or warning and to enter into such amendments of this Agreement as may be necessary to reasonably accommodate both parties' interests (such as an adjustment to the performance (attrition) clauses of this Agreement or the addition of a re-book clause to the Agreement).

### **COMPLIANCE WITH LAW**

This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and International Academy of Mediators agree to cooperate with each other to ensure compliance with such laws.

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

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or International Academy of Mediators 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.

### **DISPUTE RESOLUTION**

In the event of dispute resolution, the non-prevailing party will pay the other's costs and attorney's fees.

### **LIQUOR LICENSE**

International Academy of Mediators understands that Hotel's liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are underage.



## **COMPLIANCE WITH EQUAL OPPORTUNITY LAWS**

This section describes Marriott's obligations as a U.S. federal contractor. It does not apply to customers that are not part of the U.S. federal government or using funds from the U.S. federal government for this contract.

Marriott shall comply with all applicable laws, statutes, rules, ordinances, codes, orders and regulations of all federal, state, local and other governmental and regulatory authorities and of all insurance bodies applicable to the Hotel premises in performing its obligations under this Agreement.

Marriott (referred to as "contractor" in this section) shall comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act, as amended, which are administered by the United States Department of Labor ("DOL"), Office of Federal Contract Compliance Programs ("OFCCP"). The equal employment opportunity clauses of the implementing regulations, including but not limited to 41 C.F.R. §§ 60.1-4, 60-300.5(a), and 60-741.5(a), are hereby incorporated by reference, with all relevant rules, regulations and orders pertaining thereto. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

Marriott also shall comply with Executive Order 13496 and with all relevant rules, regulations and orders pertaining thereto, to the extent applicable. The employee notice clause and all other provisions of 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference.

To the extent applicable, Marriott shall include the provisions of this section in every subcontract or purchase order so that such provisions shall be binding upon each contractor, subcontractor or vendor performing services or providing materials relating to this Agreement and the services provided pursuant to the terms hereof.

## **PRIVACY**

Marriott International, Inc. ("Marriott") is committed to complying with obligations applicable to Marriott under applicable privacy and data protection laws, including to the extent applicable EU data protection laws. Hotel shall comply with the then-current Marriott Group Global Privacy Statement (the "Privacy Statement," currently available at <http://www.marriott.com/about/privacy.mi>) with respect to any personal data received under this Agreement.

Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration.

International Academy of Mediators will obtain all necessary rights and permissions prior to providing any personal data to Hotel, including all rights and permissions required for Hotel, Hotel affiliates, and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Hotel's privacy statement and applicable law. Notwithstanding any other provision, Hotel may use an individual's own personal data to the extent directed by, consented to or requested by such individual.

## **IN-HOUSE EQUIPMENT**

Hotel will provide, at no charge, a reasonable amount of meeting equipment (for example, chairs, tables, chalkboards, speaker podiums, etc.). These complimentary arrangements do not include special setups or extraordinary formats that would deplete Hotel's present in-house equipment to the point of requiring rental of an additional supply to accommodate International Academy of Mediator's needs. If such special setups or extraordinary formats are requested, Hotel will present International Academy of Mediators two (2) alternatives: (1) charging International Academy of Mediators the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost.

## **GUEST ENJOYMENT**

Hotel strives to provide International Academy of Mediators with the best possible experience and service as we keep all our guests' best interest in mind. Guidelines are listed below in an effort to create a safe and pleasant stay for all of our guests:

- The maximum number of guests allowed in a guestroom is four (4).
- We will only offer keys to registered guest age 18 or older upon verification of a picture ID; we prefer to have all the guests occupying the room added to your reservation
- This is a smoke-free facility; to ensure fresh air quality, a \$250.00 cleaning fee will be charged if there has been smoking in your guestroom.
- Quiet hours begin at 10:00pm; at this time, Noise Policy will be enforced; please keep voices and noise levels to a minimum; to ensure the respect and enjoyment of all guests, this policy is strictly enforced
- A 'one warning' policy for noise complaints will be strictly enforced; a courtesy warning will be given; a second complaint will result in eviction of all occupants of the room; no refunds will be given
- We ask that guests do not use the hallways as a gathering area in order to keep noise levels at minimum
- Our facility will not tolerate anyone providing alcohol to anyone under the age of 21 years on any of the hotel premises
- Public display of intoxication that infringes on the experience of our guests or in any way puts our facility, it's associates, or any of our guests in a dangerous or lewd environment, will immediately be reported to the local police for further action, as well as force an immediate eviction; no refunds will be given
- All guest room furnishings are the responsibility of the registered guest; all rooms are thoroughly inspected and found to be free of damage before being occupied by you; any damages discovered prior to or after check-out will be charged to the credit card on file
- Anyone tampering with or vandalizing hotel property will be prosecuted to the fullest extent of the law

Failure to comply with these guidelines will result in one warning given by the manager on duty. If the warning is not adhered to, it will result in eviction.

## **AUDIO VISUAL - PSAV**

PSAV is a full-service production company and the preferred provider for all audio-visual needs at JW Marriott Tampa Water Street. They provide a full range of meeting production services including business meeting development, audio/video/lighting equipment; break out meeting support, video production, etc.

During all move-in and move-out hours of JW Marriott Tampa Water Street space, a representative from PSAV department must be present, as a production liaison. The liaison will be present in order to assist with house light programming, audio patching, directional assistance, and is there to ensure the integrity of the meetings space is not compromised by unsafe set up/strike practices. Current prevailing rates are \$95/hour with a 4-hour minimum.

PSAV is the exclusive Audio-Visual equipment, service and labor provider for all spaces within JW Marriott Tampa Water Street utilized in Breakout Rooms. Outside production/audio visual companies are welcome to manage general session productions when held in ballroom spaces; however, select services, which include Rigging, Power, and HSIA services, are exclusively provided by PSAV. There is no fee for utilizing outside production/AV for General Session productions in ballroom space (excluding aforementioned Liaison Fees for move-in/move-out).

All Audio Visual and Technical productions services performed in JW Marriott Tampa Water Street must conform to JW Marriott Tampa Water Street Production Guidelines.

## **UNATTENDED ITEMS/ADDITIONAL SECURITY**

The Hotel cannot ensure the security of items left unattended in function rooms. Special arrangements may be made with the Hotel for securing a limited number of valuable items. If International Academy of Mediators requires additional security with respect to such items or for any other reason, the Hotel will assist in making these arrangements. All security personnel to be utilized during the Event are subject to Hotel approval.

## **USE OF OUTSIDE VENDORS**

If International Academy of Mediators wishes to hire outside vendors to provide any goods or services at Hotel during the Event, International Academy of Mediators must notify Hotel of the specific goods or services to be provided and provide sufficient advance notice to the Hotel so that the Hotel can (i) determine, in Hotel's sole discretion, whether such vendor must provide Hotel, in form and amount reasonably satisfactory to Hotel, an indemnification agreement and proof of adequate insurance, and (ii) approve, using reasonable judgment, the selection of the outside vendor and the goods or services to be provided by such outside vendor to International Academy of Mediators, taking into consideration: (a) whether Hotel offers such goods and services; (b) the risk level posed by certain activities; and (c) the safety and well-being of guests at Hotel.

## **PERFORMANCE LICENSES**

International Academy of Mediators will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including without limitation, music, audio, or video recordings, art, etc.) that International Academy of Mediators may use or request to be used at the Hotel.

## **MARRIOTT BONVOY EVENTS**

Marriott Bonvoy Events provides Points or Miles to eligible Marriott Bonvoy Members who book and hold qualifying meetings and events at Participating Properties.

Approximately ten (10) business days after the conclusion of the Event (provided that the Event is not cancelled and International Academy of Mediators has otherwise complied with the material terms and conditions of this Agreement), the Hotel will award Points or Miles to the Member and relevant account identified below. By inserting the airline frequent flyer account information, the recipient elects to receive Miles instead of Points.

Marriott Bonvoy Events is not available in certain circumstances, including (1) for any government employee or official booking a government event (U.S. government event or non-U.S. government event); (2) for any employee of a state-owned or state-controlled entity ("SOE") booking an event on behalf of the SOE; or (3) for any other planner or intermediary when booking an event on behalf of a non-U.S. governmental entity or SOE. Hotels in the Asia Pacific region are restricted from awarding Points or Miles to any intermediary booking an event on behalf of any governmental entity or SOE.

### **GROUP MUST CHECK ONE OPTION BELOW:**

- The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) is eligible to receive Points or Miles.

Member Name Richard Rejino

Marriott Bonvoy Membership Number 002859748

\*If Miles are desired instead of Points, please also provide:

Participating airline name \_\_\_\_\_

Participating airline frequent flyer account number \_\_\_\_\_

OR

- The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) declines or is not eligible to receive Points or Miles and hereby waives the right to receive Points or Miles in connection with the Event.

The individual identified above to receive either Points or Miles may not be changed without such individual's prior written consent. The number of Points or Miles to be awarded shall be determined pursuant to the Marriott Bonvoy Terms and Conditions (the "Terms and Conditions"), as in effect at the time of award. All Marriott Bonvoy Terms and Conditions apply. The Terms and Conditions are available on-line at <https://www.marriott.com/loyalty/terms/default.mi> and may be changed at the sole discretion of Marriott International, Inc. at any time and without notice. Capitalized terms used in this section have the meanings given to them in the Terms and Conditions.

\*Electronic selection – This may be done in Microsoft Word by double-clicking on the above unfilled box, choosing a blackened box, and then clicking "Insert." Alternatively, one can use the commands "Insert" and "Symbol," choose the blackened box, and then click "Insert."

**ACCEPTANCE**

When presented by the Hotel to International Academy of Mediators, this document is an invitation by the Hotel to International Academy of Mediators to make an offer. Upon signature by International Academy of Mediators, this document will be an offer by International Academy of Mediators. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies International Academy of Mediators at any time prior to International Academy of Mediator’s execution of this document, the outlined format and dates will be held by the Hotel for International Academy of Mediators on a first-option basis until **May 6, 2020**. If International Academy of Mediators cannot make a commitment prior to that date, this invitation to 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 signature by both parties, International Academy of Mediators and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

**SIGNATURES**

Approved and authorized by International Academy of Mediators:

Name: (Print) \_\_\_\_\_

Title: (Print) \_\_\_\_\_

Signature: \_\_\_\_\_

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

Approved and authorized by Hotel:

Name: (Print) Yeseleen Ortega

Title: (Print) Director of Sales

Signature: \_\_\_\_\_

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

Approved and authorized by Hotel:

Name: (Print) Brittany Matthews

Title: (Print) Complex Director of Sales

Signature: \_\_\_\_\_

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

## IAM 2021 Spring Conference

## 2021 EXPLANATION

REVENUE		3% Commission	Adding \$10/night	
4-2203	Registrations (4-2201,02,05)	\$77,250	\$77,250	figured on 91 attendees, including 3 mentees & 3 non-members
4-2207	Banquet	\$2,250	\$2,250	figured on 15 spouses/guests
4-2210	Spouse/Guest Activities			
4-2208	Sponsorships			
4-2215	Hotel Commission	\$2,389	\$3,250	based 325 room nights (\$245/rebate \$255/adding \$10)
<b>4-2200</b>	<b>TOTAL REVENUE</b>	<b>\$81,889</b>	<b>\$82,750</b>	
<b>EXPENSES</b>				
5-5201	Welcome Reception (2018 INCL. dinner)	\$5,300	\$5,300	120 people - 1 drink/food (\$36/person ++ (33.5%))
5-5102	Banquet/Reception	\$20,350	\$20,350	105 people - 2 drinks/food - \$145/per ++ = \$20,350
5-5301	Food/Beverage - breakfasts, lunches, break	\$34,475	\$34,475	90 people - brkfst \$18025, lunch \$13250, Break \$3200
5-5302	Meeting Room Rental	\$0	\$0	
5-5101	A/V, telephone, internet	\$12,620	\$12,620	free wifi meeting rooms
5-5422	Spouse/Guest Activities			
5-5401	Speaker Gifts/Honoraria	\$800	\$800	
5-5402	Speaker Travel	\$3,500	\$3,500	
5-5303	Graphics/Printing/Signage	\$1,500	\$1,500	
5-5307	Supplies	\$400	\$400	
5-5304	Shipping/Postage	\$400	\$400	
5-5404	Staff Travel	\$4,600	\$4,600	
5-5430	Miscellaneous Expenses (instruments, boi	\$150	\$150	
5-5435	Other			
<b>5-5000</b>	<b>TOTAL EXPENSES</b>	<b>\$84,095</b>	<b>\$84,095</b>	
<b>NET INCOME</b>		<b>-\$2,206</b>	<b>-\$1,345</b>	

\$145/per with 10% discount  
Brkfst - \$50/per, lunch - \$55/per w/discount