



ROOM BLOCK TENTATIVE BOOKING AGREEMENT

This Room Block Tentative Booking Agreement (“Booking Agreement”) is made and entered by and between Broward County, a political subdivision of the State of Florida (“County”), and _____, a _____ corporation (“Group Guest”) (each a “Party” and collectively referred to as the “Parties”).

ARTICLE 1. GROUP GUEST EVENT

1.1. Event. Group Guest intends to host/hold a convention/event at the Broward County Convention Center (“Convention Center”) on the dates as specified below (the “Event”). In connection with the Event, Group Guest seeks to enter into a block/group room agreement with the proposed operator of the Broward County Convention Center Hotel (the “Hotel”), which has not been constructed as of the date of this Booking Agreement (and an agreement between County and the proposed operator of the Hotel has not yet been finalized). Group Guest understands and agrees that County is not the operator of the Hotel and this Booking Agreement is not a substitute for Group Guest entering into the required agreements with the operator of the Convention Center and the Hotel in connection with the Event. This Booking Agreement is intended merely to serve as County’s commitment as the owner of the to-be-constructed Hotel to certain general terms with Group Guest.

Event Title:	
Event Dates:	____/____/20____ through ____/____/20____

1.2. Separate Hotel Agreement Required. Group Guest agrees to enter into a formal written agreement with the operator of the Hotel to reserve the rooms specified in this Booking Agreement (“Final Room Agreement”) within _____ days after the later of: (a) the date of final execution of this Booking Agreement (180 days if left blank); or (b) the date that County enters into its final operating agreement with the proposed operator of the Hotel. If Group Guest and the operator of the Hotel have not entered into the Final Room Agreement within the time period stated above, time being of the essence, this Booking Agreement shall be automatically deemed terminated and neither Party will owe any obligations to the other as provided herein.

ARTICLE 2. ESTIMATED HOTEL ROOM USAGE AND RATES

2.1. Estimated Hotel Room Usage. Group Guest estimates the following Hotel room usage during the Event: _____ minimum sleeping room nights.

Hotel Night Dates									
Day of the Week									
Rooms Requested									

2.2. Estimated Room Rates. Based on the current *Smith Travel Research* (“STR”) definitions, County anticipates that the Hotel to be in the Upper Upscale hotel category. The estimated room rates below are reflective of the 2019 seasonal average daily rate (“ADR”) for the Upper Upscale hotel category for Broward County Beach/Downtown Fort Lauderdale area. An estimated growth increase of 3% to 4% per year should be considered. These rates do not include built-in rebates for the Convention Center or third-party commissions. Final room rates and other terms are subject to Group Guest entering into an agreement with the operator of the Hotel.

Upper Upscale Hotel Room Rates for Fort Lauderdale Market		
Season	Date Range	2019 Rate
Peak	January 15 – April 15	\$275.43
Shoulder	April 16 – June 15	\$208.05
Low	June 16 – September 30	\$175.65
Shoulder	October 1 – January 14	\$220.14

ARTICLE 3. CONSTRUCTION OF HOTEL AND POTENTIAL DELAYS

Group Guest understands that the Hotel has not yet been constructed and while it is anticipated that the Hotel will be open for use on or before the dates of the Event, the possibility exists that the Hotel will not be completed and available for use. If the construction of the Hotel is reasonably determined by County or the Hotel operator, in their sole discretion, to be delayed in a manner that will prevent its use for the Event, County will provide prompt notice to Group Guest of the inability of the Hotel to be used for the Event and provide the following assistance to Group Guest:

Notice of Delay Given More than Twelve (12) Months Before Event:	Provide logistical assistance to Group Guest in locating another hotel in the Broward County Beach/Downtown Fort Lauderdale Area that has availability for Group Guest’s use during the Event.
Notice of Delay Given Twelve (12) Months or Less Before Event:	<p>Provide logistical assistance to Group Guest in locating another hotel in the Broward County Beach/Downtown Fort Lauderdale Area that has availability for Group Guest’s use during the Event and either directly pay or reimburse Group Guest for the following out-of-pocket costs, if any, incurred by Group Guest due to the inability to use the Hotel during the Event (the selection of direct payment or reimbursement will be made by County, in its sole discretion)-:</p> <ul style="list-style-type: none"> • The difference between the total base room costs that were incurred by Group Guest for a replacement hotel selected by County in the same STR category as the Hotel as compared to the costs that would have been incurred by Group Guest at the Hotel, based on either the lesser of the minimum room nights specified in Section 2.1 above or the actual room nights used at the replacement hotel. • Transportation costs between the replacement hotel and the Convention Center for Group Guest’s participants in the Event.

ARTICLE 4. MISCELLANEOUS

4.1. County Authority. The President of the Greater Fort Lauderdale Convention and Visitors Bureau is authorized to coordinate and communicate with Group Guest in connection with the Parties' performance under this Booking Agreement, including exercising any ministerial authority in connection with the day-to-day management of this Agreement. No modification of County's obligations under this Booking Agreement may be made except after approval by the Broward County Board of County Commissioners ("Board") or the Board's delegation of such authority.

4.2. Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Booking Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Booking Agreement, and shall not be attributable in any manner to County as a party to this Booking Agreement.

4.3. Sole Remedy. Other than the as expressly stated in Article 3 above, Group Guest acknowledges and agrees that County shall have no further obligations to Group Guest associated with any delay in construction of the Hotel and its impact on the Event. County shall have no liability to Group Guest for any damages of any kind, whether direct or indirect, incidental or consequential, relating to or arising out of any inability of Group Guest to utilize the Hotel during the Event due to construction delays.

4.4. Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Booking Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Booking Agreement. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

4.5. Third-Party Beneficiaries. Neither Group Guest nor County intends to directly or substantially benefit a third party by this Booking Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Booking Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Booking Agreement.

4.6. Notices. In order for a notice to a Party to be effective under this Booking Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Broward County [REDACTED]

Attn: [REDACTED]

115 South Andrews Avenue, Room [REDACTED]

Fort Lauderdale, Florida 33301

Email address: [REDACTED]

FOR GROUP GUEST:

[REDACTED]

[REDACTED]

[REDACTED]

Email address: [REDACTED]

4.7. Assignment. Neither this Booking Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Group Guest without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Booking Agreement, and permit County to immediately terminate this Booking Agreement, in addition to any other remedies available to County at law or in equity.

4.8. Severability. If any part of this Booking Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

4.9. Joint Preparation. This Booking Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

4.10. Interpretation. The titles and headings contained in this Booking Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Booking Agreement. All personal pronouns used in this Booking Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Booking Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Booking Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

4.11. Law, Jurisdiction, Venue, Waiver of Jury Trial. This Booking Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Booking Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Booking Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in

the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, GROUP GUEST AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS BOOKING AGREEMENT.**

4.12. Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Booking Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Booking Agreement and executed by duly authorized representatives of County and Group Guest.

4.13. Prior Agreements. This Booking Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Booking Agreement that is not contained in this written document.

4.14. Counterparts and Multiple Originals. This Booking Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Booking Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through the President of the Greater Fort Lauderdale and Visitors Bureau, authorized to execute same by Board action on the _____ day of _____, 20____, and Group Guest, signing by and through its _____ duly authorized to execute same.

<u>BROWARD COUNTY</u>	<u>GROUP GUEST</u>
<p>BROWARD COUNTY, by and through the President of the Greater Fort Lauderdale Convention and Visitors Bureau</p> <p>By _____ President, GFLCVB</p> <p>____ day of _____, 2019</p>	<p>By: _____ Authorized Signor</p> <p>_____ Print Name and Title</p> <p>_____ Date</p>
<p>Approved as to form by Andrew J. Meyers Broward County Attorney Governmental Center, Suite 423 115 South Andrews Avenue Fort Lauderdale, Florida 33301 Telephone: (954) 357-7600 Telecopier: (954) 357-7641</p> <p>By _____ Attorney's Name (Date) Senior/Assistant County Attorney</p>	

NAK
2020-01-16 Convention Center Hotel Booking Agreement.docx
01/24/2020
Imanage file #491104v4