



~~Friday, July 20, 2018~~~~Monday, July 16, 2018~~~~Friday, July 06, 2018~~

Ms. Angela Howell
Events Coordinator
SOUTHEAST REGION OF THE WOUND, OSTOMY AND CONTINENCE NURSES SOCIETY
2268 Vanessa Drive
Hoover, AL 35242

Dear Angela,

On behalf of Harris Rosen and the Associates of ROSEN CENTRE HOTEL, we are delighted to partner with you and the SOUTHEAST REGION OF THE WOUND, OSTOMY AND CONTINENCE NURSES SOCIETY.

Please find our letter of agreement for your kind review and consideration for SOUTHEAST REGION OF THE WOUND, OSTOMY AND CONTINENCE NURSES SOCIETY - 44th Annual Conference. If the letter of agreement meets with your approval, please initial each page and sign the last page, and return it to my attention on or before **Wednesday, July 11, 2018**. Should you have any questions, or are in need of additional information, please *do* not hesitate to contact me at 407-996-1733.

We look forward to collaborating with you for years to come. Thank you for your business and your confidence in ROSEN CENTRE HOTEL.

Warmest regards,

A handwritten signature in cursive script that reads 'Lillianne Murr'.

Lillianne Murr
National Sales Manager



ROSEN CENTRE HOTEL and SOUTHEAST REGION OF THE WOUND, OSTOMY AND CONTINENCE NURSES SOCIETY*
LETTER OF AGREEMENT

This Agreement is made and entered into as of this Wednesday, June 13, 2018 by ROSEN CENTRE HOTEL (hereinafter referred to as "ROSEN CENTRE HOTEL" or "HOTEL") and SOUTHEAST REGION OF THE WOUND, OSTOMY AND CONTINENCE NURSES SOCIETY (hereinafter referred to as "SOUTHEAST REGION of the WOUND, OSTOMY AND CONTINENCE NURSES SOCIETY" or "SER of the WOCN Society" or "GROUP"). In consideration of the provisions set forth below:

Date Prepared:	Wednesday, June 13, 2018
Group Name:	SOUTHEAST REGION of the WOUND, OSTOMY AND CONTINENCE NURSES SOCIETY
Official Program Dates:	Tuesday, September 22, 2020 through Sunday, September 27, 2020
File #:	A4921
Client Information:	Hotel Information:
Ms. Angela Howell Planner SFR of the WOCN SOUTHEAST REGION of the WOUND, OSTOMY AND CONTINENCE NURSES SOCIETY 2268 Vanessa Drive, Hoover, AL 35242 Phone: (205)212-0067 Email: events@serwocn.org	ROSEN CENTRE HOTEL Lilianne Murr, National Sales Manager 9840 International Drive Orlando, Florida 32819 Phone: 407-996-1733 or 800-800-1733 Fax: 407-996-2659 Email: lmurr@rosenhoteles.com www.rosencentre.com

1. GUESTROOM COMMITMENT

The HOTEL is pleased to offer the following guestroom block on a first option:

Day	Tue	Wed	Thu	Fri	Sat
Date	9/22	9/23	9/24	9/25	9/26
Run of House	5	57	152	117	47
Staff Rooms	-	6	6	6	6
Executive Parlor	-	1	1	1	1
VIP Parlor	-	1	1	1	1
TOTAL Rooms	5	60	160	125	50

TOTAL ROOM NIGHTS BLOCKED: 400

Please note: When establishing guestroom blocks and rates, the Presidential, Executive and VIP Suites within are calculated as parlor sections only; the bedroom sections are held under the Run of House category and are priced accordingly unless specified otherwise.

CLIENT INITIAL/DATE: **JA 7-20-18**
HOTEL INITIAL/DATE: **LM 7-20-18**

2. GUESTROOM RATES

We are pleased to confirm the following rates for rooms within SOUTHEAST REGION OF THE WOUND, OSTOMY AND CONTINENCE NURSES SOCIETY's contracted pattern:

<u>Guestroom Rates</u>		<u>*Special Rates (see Concessions)</u>	
ROH (Single/Double)	\$135.00	6 Staff rooms (S/D) (max 4 nights)	\$67.50
Additional Person	\$20.00	One (1) Two-bedroom Executive Suite (max 4 nights)	COMP
		One (1) One-bedroom VIP Suite (max 4 nights)	COMP

All full revenue producing guestroom rates noted above are commissionable at 10%, payable to Southeast Region Wound, Ostomy and Nurses Society and are quoted exclusive of appropriate state and local taxes, currently 12.5%.

Taxes are subject to change and may increase during the term of this agreement. At the time the increase becomes effective, SOUTHEAST REGION OF THE WOUND, OSTOMY AND CONTINENCE NURSES SOCIETY will incur any additional charges.

ROSEN CENTRE HOTEL has an agreement with the Orange County Convention Center District and other properties in the OCCCD to pay one percent of the guestrooms rate as a fund (not subject to tax exemption). The OCCCD 1% fund shall be used to promote the Orange County Convention Center and tourist services in the vicinity of the Orange County Convention Center District.

Additionally, our family plan will be applicable; no charge for children under the age of seventeen (17) who are utilizing existing bedding.

As part of this agreement, HOTEL will pay a commission to SER OF THE WOCN SOCIETY equal to 10% on full revenue producing guestrooms actually utilized by the GROUP. Please note that no commissions are paid on special rated accommodations i.e.: discounted suites, staff guestrooms, etc. Commissions are made payable upon the final settlement and payment of the GROUP Master Account. GROUP agrees that they take full responsibility for determining whether further disclosure of the commission is required and for making such disclosure if it is required. SOUTHEAST REGION OF THE WOUND, OSTOMY AND CONTINENCE NURSES SOCIETY further agrees that it will reimburse HOTEL for any fees, costs, liabilities or expenses that HOTEL incurs should any person claim that disclosure was insufficient.

3. INTERNET POLICY

HOTEL requests that rate information be published on a secondary page of the GROUP's registration site. Rate information is exclusively intended for the use of GROUP's registered attendees, and potential attendees. Negotiated rate should not be published to the general public. Please refer to www.rosencentre.com for approved pictures, and approved logos.

4. RESERVATIONS

Reservations can be made directly with HOTEL by calling our toll-free number 1-866-996-6338 or locally at 407-996-6338. In doing so, please ask your attendees to request the GROUP rate for SOUTHEAST REGION OF THE WOUND, OSTOMY AND CONTINENCE NURSES SOCIETY, 44th Annual Conference – SER of the WOCN Society. Upon

request, HOTEL will also provide a link to book online reservations until reservations due date, **Monday, August 31, 2020**.

Please note: Individual departure dates will be reconfirmed upon check in. Any adjustments to departure date should be made at that time. Thereafter, shortened lengths of stay will result in a one-time \$50.00 administrative fee. Fee excusable in the event of a documented family emergency. Shortened lengths of stay may also increase GROUP's liability for attrition.

5. PAYMENT METHOD

We understand that a portion of attendees, staff and VIP's are to be applied to the Master Account for guestroom rate and tax, and incidental charges on own. All other individuals are responsible for their own guestroom rate, tax and incidental charges.

6. RESERVATIONS DUE DATE

Twenty one days prior to your arrival date, **Monday, August 31, 2020**, all room nights which have not been reserved as described above will be deemed to be room nights which your GROUP will not use, and they will become subject to the attrition provisions herein. Such room nights will at that date be returned to the Hotel's general inventory. Reservation requests from your attendees received less than twenty one days prior to your arrival date will be accepted on a space available basis, at the higher of the contract rate or rate available at that time. Should such requests be accepted, such room nights will be credited to your block for purposes of any calculation of attrition.

Reservations must be secured for one night's guestroom and tax at the time of booking with either credit card, cash or check payment or guaranteed to Master Account on reservations due date. Please notify your attendees that there are three (3) ROSEN Hotels, two of which are located on International Drive - each adjacent to the Orange County Convention Center. This meeting is being held at ROSEN CENTRE HOTEL on International Drive.

7. DEPOSIT

HOTEL requires that all reservations be secured by the reservations due date with a guaranteed payment method. Credit cards, debit cards, checks and money orders are acceptable forms of guarantee and/or deposit funds. Five (5) days prior to your arrival, a one night's guestroom and tax authorization will be processed on your credit/debit card, if there is no deposit. Please be aware that an authorization on a debit card will reduce the funds available in your bank account at that time. GROUP shall be responsible for informing its attendees of this policy, in writing, before reservations are made for rooms. Any guestrooms not secured by a deposit will be returned to the HOTEL's inventory on the reservations due. Our HOTEL has a five (5) day individual guest room cancellation policy. If an individual guest cancels less than five (5) days prior to arrival, the credit/debit card used to guarantee the reservation will be charged a one night's guestroom and tax fee. If deposit was sent in to guarantee the reservation it will be refunded only if the room is canceled more than five (5) days before arrival. If guestroom and tax charges are to be included in your Master House Account, any deposit requirements will be addressed by the HOTEL's Credit Manager and conveyed accordingly.

8. PREPAID GUESTROOM BLOCK

If SOUTHEAST REGION OF THE WOUND, OSTOMY AND CONTINENCE NURSES SOCIETY requests to prevent the return to HOTEL's inventory of unreserved rooms at the reservations due date, GROUP may (with approval from the VP of Sales & Marketing or Director of Reservations, which may be declined in the HOTEL's sole discretion) prepay for all such rooms by the reservations due date.

9. GUEST RELOCATION

In the unlikely event that a guestroom is not available for a guest holding a guaranteed guestroom reservation, HOTEL will make every effort to relocate the guests to one of the ROSEN HOTELS. Should ROSEN CENTRE HOTEL have to relocate guests to a HOTEL other than one of the ROSEN HOTELS; ROSEN CENTRE HOTEL will pay for one night's lodging (guestroom and tax) at a comparable alternative property, transportation to and from such property, and one five minute long distance phone call. ROSEN CENTRE HOTEL will also list the guest's name with the HOTEL switchboard in order to facilitate the transfer of the guest's phone calls to the alternate property. When a guestroom does become available, ROSEN CENTRE HOTEL will accommodate the guest for the remainder of his/her stay. Should guest choose not to return to ROSEN CENTRE HOTEL, ROSEN CENTRE HOTEL will no longer be financially responsible. SOUTHEAST REGION OF THE WOUND, OSTOMY AND CONTINENCE NURSES SOCIETY together with HOTEL will determine which of GROUP's guests are relocated. Any relocated guestroom will be included in GROUP's overall pick up calculations for purposes of complimentary allotment only, but not for the calculation of rebates or commission, etc.

10. ATTRITION

This agreement is based on GROUP's use of 400 total guestroom nights. Upon written request to the HOTEL, the following guestroom block shrinkage will be allowed without any attrition liability:

Attrition gateways	From	To	Attrition Allowed Without Liability
From agreement signing up to cut off date	Agreement signing	8/24/2020	20% of contracted Block

All changes and attrition gateway consumptions must be in writing within the specified time frame. At the conclusion of GROUP's meeting, HOTEL will subtract from the contracted room block any permissible attrition which the GROUP has taken in accordance with the grid set forth above, and the number of rooms GROUP has used within the contracted pattern. Any deficit will be multiplied by the GROUP's single/double rate, and the result will be applied to the GROUP's Master Account.

Should the GROUP pick up less than 40% of the contracted guestroom block, the hotel may determine, at its sole discretion, if it is considered a cancellation of the event and GROUP will be responsible of 100% of cancellation fees as detailed in the cancellation clause, as if the cancellation occurred on the reservations due date.

11. COMPLIMENTARY GUESTROOMS

In consideration of the guestroom commitment, we are pleased to extend one (1) complimentary guestroom night per every forty (40) full revenue producing guestroom nights actually utilized by SOUTHEAST REGION OF THE WOUND, OSTOMY AND CONTINENCE NURSES SOCIETY. Complimentary guestroom nights earned will be credited to the Master Account towards guestroom revenue only. Any suite configurations allowed at the GROUP rate are considered one unit when establishing your complimentary allotment.

The following represents suite units, which may be used in exchange for complimentary earned guestroom night credit:

<u>Accommodation Suite Description</u>	<u># of comp units required</u>
Presidential Parlor -	4 Units
Parlor + 1 Bdrm -	5 Units

	Parlor + 2 Bdrm -	6 Units
Executive:	Parlor	3 Units
	Parlor + 1 Bdrm -	4 Units
	Parlor + 2 Bdrm -	5 Units
VIP:	Parlor -	2 Units
	Parlor + 1 Bdrm -	3 Units
	Parlor + 2 Bdrm -	4 Units
Hospitality	2 Bay -	2 Units
	3 Bay -	3 Units

SOUTHEAST REGION OF THE WOUND, OSTOMY AND CONTINENCE NURSFS SOCIETY should provide a list of names in order of preference for complimentary guestroom assignments.

12. CONCESSIONS

Please note concessions relating to suites are reflected in the guestroom grid section. We will provide the following value added concession items for your meeting:

- Guestroom rates are good three (3) days pre and post the convention dates of Arrival Date of Tuesday, September 22, 2020, and Departure Date of Sunday, September 27, 2020 and are based on room type availability.
- Complimentary basic Wi-Fi in guestrooms and public areas, excludes meeting/convention area.
- One (1) Two-Bedroom Executive Suite for four (4) nights maximum, over and above complimentary rooms. Arrival Date of Wednesday, September 23, 2020, and Departure Date of Sunday, September 27, 2020 during the conference dates, as outlined in section 1- Guestroom Commitment.
- One (1) One-Bedroom VIP Suite for Four (4) nights maximum, over and above complimentary rooms. Arrival Date of Wednesday, September 23, 2020, and Departure Date of Sunday, September 27, 2020 during the conference dates, as outlined in section 1- Guestroom Commitment.
- Up to six (6) staff/speaker guestrooms per night for four (4) nights maximum each at 50% discount off the GROUP rate. Arrival Date of Wednesday, September 23, 2020, and Departure Date of Sunday, September 27, 2020, as outlined in section 1 – Guestroom Commitment. Staff/speaker rooms are net and do not include commission.
- Hotel will provide six (6) room upgrades to VIP status at the group rate with concierge level access and amenity at the hotel's selection.
- Group will receive up to three (3) complimentary room nights for pre-convention site visit, not over the dates of the meeting and based on room availability.
- Fifteen percent (15%) discount on the 2020 published catering food and beverage menus, excluding service charge and tax. Service charge is based on retail price. Notwithstanding this discount, GROUP must still actualize the contracted amount of banquet food and beverage revenue.

- Fifteen percent (15%) discount on Presentation Services (PSAV) or current in-house audio visual providers published pricing over the dates of the meeting excluding rigging, electrical, tax and service charge, if PSAV or current in-house supplier is used as main audio visual supplier.
- Hotel will not charge a hook-up/patch fee for audiovisual services if in house vendor (PSAV) is used for AV needs.
- Ten percent (10%) discount off all A la carte spa services (packages excluded) for conference participants, excluding service charge and tax.
- Complimentary self-parking for overnight guests over the dates of the meeting. Hotel will honor the discounted rate of \$7.00 for self-parking for non-overnight meeting attendees over the dates of the meeting.
- Hotel will provide one (1) complimentary three (3) day, two (2) night gift certificate for a future stay, not valid over the dates of the meeting.
- Complimentary access to the fitness center over the dates of the meeting.
- Complimentary risers, podiums, and casels (within hotel inventory) with water, pads and candy at each table.
- Group will receive on a complimentary basis up to 225 wireless internet connections using private IP addresses, with maximum speeds of up to 3Mbps per device, in the contracted function space, excluding exhibit halls, for up to length of event. Internet connectivity requires acceptance of terms and conditions via login/portal page. Additional configuration fees will apply for custom networks, redirects, removal of login/portal page, or any other custom requests. Orders must be pre-ordered and signed a minimum of 14 days prior to the group's first arrival date to receive discounted rate. Discounted rate does not apply to on-site orders. All orders must be placed and confirmed directly with Millennium Technology Group, the hotel's in-house Technology Provider.
- Hotel will extend an early check-in time (12:00PM) and late check-out time (2:00PM) to Board Members and staff based on availability.
- One Complimentary electrical hook up for the SER OF THE WOCN SOCIETY booth in the exhibit hall. All other exhibitors will be charged for their electrical needs.
- Complimentary meeting space for allied groups with their BEOs coming through SER OF THE WOCN SOCIETY , but where each allied group is responsible to sign BEO and guarantee payment, their food and beverage charges are credited toward Southeast Region Wound, Ostomy and Continence Nurse's Society's food and beverage minimum.
- Hotel will accept only SER OF THE WOCN SOCIETY packages up to seven (7) days in advance of the program dates and waive any charges for the first five hundred (500) pounds (only for SER OF THE WOCN SOCIETY packages). After that, SER OF THE WOCN SOCIETY will receive 40% discount off all package handling fees.
- Hotel will accommodate one (1) Board Meeting for SER OF THE WOCN SOCIETY in 2020 based on hotel availability. The hotel will extend the conference rate for up to Fourteen (14) guestrooms for the board meeting for ^{Two (2) nights} one (1) night, as well as a conference room for two days. Hotel will also offer complimentary self-parking and discounted menus for Board Meeting as negotiated for this contract.
- Hotel will charge \$125.00 bartender fee per bartender, if the bar(s) do not exceed \$500.00 in revenue per bar.

- Hotel does not charge a resort fee. All ancillary items are charged upon usage.

13. SCHEDULE OF EVENTS

The following is a tentative meeting schedule as we understand GROUP events at this time. HOTEL reserves the right to re-assign meeting space and to re-evaluate the amount of space being held in the event of reductions in the program and/or guestroom block. Any additions and/or modifications to the program outlined herein are always subject to space availability. Requested changes must be submitted in writing and, if agreed, will be confirmed back to you in writing.

Day	Date	Start	End	Function	Room	Room Set	People
Wed	09/23/2020	12:00AM	11:59PM	Work Room/ Storage	Salon 22	Special Set up	5
Wed	09/23/2020	02:00PM	11:59PM	Lockable Registration	Salon 23	Existing	5
Wed	09/23/2020	04:00PM	05:00PM	Pre Con with Assn Board and staff	Salon 24	Conference	5
Wed	09/23/2020	06:00PM	10:00PM	Board Dinner	Private Dining Room	Conference	14
Day	Date	Start	End	Function	Room	Room Set	People
Thu	09/24/2020	12:00AM	10:00AM	Lockable Registration	Salon 23	Existing	5
Thu	09/24/2020	12:00AM	11:59PM	Work Room/ Storage	Salon 22	Special Set up	5
Thu	09/24/2020	07:00AM	12:00PM	Assn Pre Con 2	Salon 20	Schoolroom 3 per 6'	60
Thu	09/24/2020	07:00AM	12:00PM	Assn Pre Con 1	Salon 21	Schoolroom 3 per 6'	51
Thu	09/24/2020	07:00AM	04:00PM	Exhibit Set up	Executive Ballroom	Exhibits 8x10	90
Thu	09/24/2020	07:00AM	11:59PM	Hold	Executive Ballroom	Existing	TBD
Thu	09/24/2020	08:00AM	11:59PM	Registration	Registration Desk 3	Existing	FLOW
Thu	09/24/2020	10:00AM	11:59PM	Hold	Jr. Ballroom G	Existing	TBD
Thu	09/24/2020	11:15AM	02:15PM	Symposia Luncheon	Jr. Ballroom F	Rounds of 10	200
Thu	09/24/2020	12:30PM	06:00PM	General Session	Jr. Ballroom G	Schoolroom 3 per 6'	225
Thu	09/24/2020	04:15PM	07:00PM	Opening Reception	Executive Ballroom	Mixed Cocktail Tables	250
Thu	09/24/2020	04:30PM	07:00PM	Exhibits	Executive Ballroom	Exhibits 8x10	90
Thu	09/24/2020	07:00PM	09:00PM	Dinner	Jr. Ballroom F	Rounds of 10	200
Day	Date	Start	End	Function	Room	Room Set	People
Fri	09/25/2020	12:00AM	05:00PM	Exhibits	Executive Ballroom	Exhibits 8x10	90
Fri	09/25/2020	12:00AM	11:59PM	Hold	Jr. Ballroom G	Existing	TBD
Fri	09/25/2020	12:00AM	11:59PM	Registration	Registration Desk 3	Existing	FLOW
Fri	09/25/2020	12:00AM	11:59PM	Work Room/ Storage	Salon 22	Special Set up	5
Fri	09/25/2020	07:00AM	09:00AM	Breakfast	Jr. Ballroom F	Rounds of 8	200

Fri	09/25/2020	08:00AM	05:00PM	General Session/Concurrent Session	Jr. Ballroom G	Schoolroom 3 per 6'	225
Fri	09/25/2020	10:00AM	10:30AM	AM Break	Jr. Ballroom Foyer	Rolling Carts	225
Fri	09/25/2020	11:45AM	02:45PM	Awards Luncheon	Jr. Ballroom F	Rounds of 8	225
Fri	09/25/2020	03:00PM	03:30PM	PM Break	Jr. Ballroom Foyer	Rolling Carts	FLOW
Fri	09/25/2020	05:00PM	06:00PM	General Session	Jr. Ballroom G	Schoolroom 3 per 6'	225
Day	Date	Start	End	Function	Room	Room Set	People
Sat	09/26/2020	12:00AM	05:00PM	Hold	Jr. Ballroom G	Existing	TBD
Sat	09/26/2020	12:00AM	11:59PM	Registration	Registration Desk 3	Existing	FLOW
Sat	09/26/2020	12:00AM	11:59PM	Work Room/Storage	Salon 22	Special Set up	5
Sat	09/26/2020	07:00AM	09:00AM	Breakfast Symposium	Jr. Ballroom F	Rounds of 8	200
Sat	09/26/2020	08:00AM	05:00PM	General Session/Concurrent Session	Jr. Ballroom G	Schoolroom 3 per 6'	225
Sat	09/26/2020	10:00AM	10:30AM	AM Break	Jr. Ballroom Foyer	Rolling Carts	225
Sat	09/26/2020	12:15PM	02:15PM	Lunch	Jr. Ballroom F	Rounds of 8	200

14. FOOD & BEVERAGE GUARANTEES

We understand that with the confirmation of this agreement comes the designation of Headquarter HOTEL for the 44th Annual Conference - SE Region WOCN meeting. With this designation, we anticipate that most of the Food and Beverage events within your control will be placed at ROSEN CENTRE HOTEL.

Minimum guarantee of catered banquet Food and Beverage totaling \$30,000.00 (exclusive of tax, service charge and inclusive of discounts).

Should SER OF THE WOCN SOCIETY not achieve the above guarantee; the shortfall will be charged to the Master Account.

15. CATERING

Menu prices for planned Food & Beverage Functions will be established six (6) months prior to your convention/meeting.

Due to legal liability for all food and beverage served on the premises, as well as licensing restrictions, HOTEL requires that only food and beverage purchased from the HOTEL be served on HOTEL property.

16. MEETING ROOM RENTAL

There is no charge for our meeting/function/exhibit rooms provided there is 80% utilization of contracted guestroom block at HOTEL.

17. EXHIBIT SPACE

- A. Type, size and number: Booths, 8x10 , 90
- B. Setup date: September 24, 2020 (Executive Ballroom). Hour for Setup: 7:00am
- C. Tear down date: September 25, 2020. Hour for complete removal from HOTEL: 5:00pm.

18. AUXILIARY AIDS

HOTEL represents and SOUTHEAST REGION OF THE WOUND, OSTOMY AND CONTINENCE NURSES SOCIETY acknowledges that beginning on January 1, 1992, and continuing thereafter in accordance with the compliance dates established or required under Title III of the Americans with Disabilities Act and the regulations promulgated there under ("ADA"), the HOTEL facilities being rented to SOUTHEAST REGION OF THE WOUND, OSTOMY AND CONTINENCE NURSES SOCIETY under this Agreement, its guestrooms, common areas and its transportation services will be in compliance with the public accommodation requirements of the ADA.

SOUTHEAST REGION OF THE WOUND, OSTOMY AND CONTINENCE NURSES SOCIETY agrees that within a reasonable and sufficient time period, it will furnish to the HOTEL a list of any auxiliary aids needed in any meeting room or function space by its attendees. Should such auxiliary aids be required, SOUTHEAST REGION OF THE WOUND, OSTOMY AND CONTINENCE NURSES SOCIETY shall pay all charges associated with the acquisition, rental or provision of such aids.

When sleeping guestroom reservations are made, please ask your attendees to notify the HOTEL of their auxiliary aid needs, so that we may notify you as to the names of businesses with which you may contract to obtain those aids.

19. CREDIT ARRANGEMENTS

A portion of attendees, staff and VIP's are to be applied to the Master Account for guestroom rate and tax. Incidental charges are on own. All other individuals are responsible for guestroom rate, tax and incidental charges.

A credit application must be completed by GROUP and returned to HOTEL within 10 days of the execution of this Agreement, and a second credit application must be completed by GROUP and returned to HOTEL 120 days before the GROUP's first arrival date. Upon approval from our Finance Department, a Master House Account may be established for authorized charges. All charges that are to be posted to the Master House Account will be reviewed by our Convention Services Manager with the authorized signer for the SOUTHEAST REGION OF THE WOUND, OSTOMY AND CONTINENCE NURSES SOCIETY prior to the beginning of your meeting.

- A deposit of \$1000.00 is due thirty (30) days after receipt of signed definite agreement.
- Fifty percent of estimated Master Account charges less deposits will be due thirty (30) days prior to GROUP arrival.
- All remaining Master Account charges must be paid prior to departure.

If however, based upon review of your completed credit application, your Master Account is not approved, estimated charges must be paid as determined by the Finance Department prior to arrival.

20. CANCELLATION

When you contract for a block of rooms and meeting facilities and for food and beverage services, those room

nights, facilities and services are removed from our inventory and considered sold to you, and the Hotel makes financial plans based upon the revenues it expects to achieve from your full performance of the contract. It is impossible for the Hotel to know in advance whether or under what circumstances or at what rates it would be able to resell your contracted room nights, services or facilities if you do not use them, either as the result of a cancellation of your meeting or as the result of less than contracted room block usage or less than contracted usage of food and beverage functions ("attrition"). In most instances, when groups do not use their contracted room nights or services, the Hotel is unable to resell those room nights or services and even when room nights or services are resold, they are generally not resold at the same rates, may be resold to groups which would have utilized the Hotel at another time, are not resold to groups that have the same needs as the original group, etc. Even when rooms or services may be resold, it is costly to re-market the rooms and facilities, and such efforts divert the attention of our sales staff from selling the Hotel's rooms and facilities at other times. While your room block has been held out of our inventory, we may have turned away more lucrative groups in order to meet our commitment to you.

For all these reasons and others, (1) we agree that in the event of attrition, the amounts set forth above, which represent a reasonable effort on behalf of the Hotel to establish its loss prospectively, shall be due as liquidated damages, and (2) we agree that in the event of cancellation, the following charges, which represent a reasonable effort on behalf of the Hotel to establish its loss prospectively, shall be due as liquidated damages. Because the Hotel reasonably expects to derive revenue from your meeting above and beyond that revenue derived from the provision of room nights and food and beverage services, and because it is difficult to estimate the actual revenue which may be derived from your meeting, the amounts due as and for liquidated damages are intended to compensate the Hotel for all of its losses associated with cancellation and/or attrition.

Liquidated Damages:

- Cancellation from agreement execution to 9/24/18
50% of contracted guestroom revenue, 10% of Minimum Guarantee of Catered Banquet Food & Beverage Revenue
- From 9/25/18 to 9/23/19
60% of contracted guestroom revenue, 20% of Minimum Guarantee of Catered Banquet Food & Beverage Revenue
- From 9/24/19 to 3/26/20
80% of contracted guestroom revenue, 40% of Minimum Guarantee of Catered Banquet Food & Beverage Revenue
- From 3/27/20 and the scheduled departure date
100 % of contracted guestroom revenue and 60% of Minimum Guarantee of Catered Banquet Food & Beverage Revenue

All liquidated damages shall be paid within thirty (30) days of the date of cancellation.

21. HOLD HARMLESS

The HOTEL shall indemnify, defend and hold harmless the GROUP and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the HOTEL's negligence in connection with the provision of services or the use of the Hotel facilities, except to the extent and percentage attributable to the GROUP's or its members', agents', employees', or Exhibitors' negligence. The HOTEL shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

The GROUP shall indemnify, defend and hold harmless the HOTEL and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the GROUP's negligence and/or its members', agents', employees', independent contractors' or Exhibitors' negligence in connection with the use of the hotel facilities, except to the extent and percentage attributable to the HOTEL's negligence. The GROUP shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

22. INSURANCE

HOTEL and SOUTHEAST REGION OF THE WOUND, OSTOMY AND CONTINENCE NURSES SOCIETY shall obtain and keep in force during the term of the occupancy or use of the premises, policies of Commercial General Liability Insurance in an amount no less than \$1,000,000 per occurrence; and if applicable Automobile Liability Insurance in an amount no less than \$1,000,000 per occurrence; and Workers' Compensation Insurance with a minimum of statutory limits and Employer's Liability limit of \$1,000,000. Each Party's General Liability Insurance shall name the other party and its affiliates, parent and subsidiaries, and their respective directors, officers, employees, shareholders and partners as additional insured, and this shall be evidenced by a Certificate of Insurance which shall be received by each party thirty (30) days prior to occupancy or use of the HOTEL.

If SOUTHEAST REGION OF THE WOUND, OSTOMY AND CONTINENCE NURSES SOCIETY uses an outside vendor, contractor or service provider to deliver, set up and/or take down booths, exhibits, staging, equipment or for any other purpose, the vendor, contractor or service provider must maintain the same types and amounts of insurance as stated above and in some cases amounts and coverages in addition to those above. Also, their insurance is primary to any similar insurance carried by HOTEL. They must satisfy all other requirements as stated above.

23. FORCE MAJEURE/EXCUSE OF PERFORMANCE

No damages shall be due for a failure of performance occurring due to Acts of God, war, terrorist act, government regulation, riots, disaster, or strikes, any one of which make performance impossible. The Hotel shall have no liability for power disruptions of any kind.

24. VENUE

In the event of any action to enforce or interpret the terms and conditions of this Agreement, the parties agree suit shall only be brought in state court in Orange County, Florida, and that the action shall be governed by the law of the State of Florida. The prevailing party in any litigation shall recover its attorneys' fees and costs incurred therein.

25. OPTION CLAUSE

This block of guestrooms is being held for you on a first-option basis. Upon receipt of a signed Agreement, this Agreement shall constitute a binding commitment by you for use of the HOTEL as outlined below, subject to the terms and conditions contained in this Agreement. If a signed original of this Agreement has not been received by the HOTEL prior to **Wednesday, July 11, 2018**, the HOTEL shall have the right to contract with other parties for the use of the guestroom block described in this Agreement, without any obligation or further notice to you. In the event we have a request for your dates prior to **Wednesday, July 11, 2018** and we have not received your signed Agreement, we will contact you for a decision. If we do not receive your signed Agreement within forty-eight (48) hours after being so advised, we will have the right to contract with another party, without any obligation or further notice to you.

26. CHANGES, ADDITIONAL STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations or deletions/lining out by either party need to be provided in writing and will not be considered agreed to or binding to the other unless such modifications have been initialed and dated by the other.

27. MISCELLANEOUS

The persons signing this Agreement on behalf of the HOTEL and SOUTHEAST REGION OF THE WOUND, OSTOMY AND CONTINENCE NURSES SOCIETY, respectively, each warrant that they are authorized to make the agreements set out on behalf of the HOTEL and the SOUTHEAST REGION OF THE WOUND, OSTOMY AND CONTINENCE NURSES SOCIETY, respectively, and have the authority to bind the HOTEL and organization to this Agreement. This Agreement constitutes the entire understanding between the parties, and supersedes any previous communications, representations or agreements, whether written or oral. No changes or modifications of any of the terms or conditions of this Agreement shall be valid or binding on either party unless in writing and signed by an authorized representative of each party.

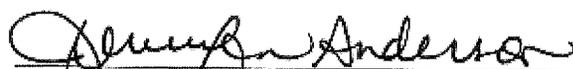
If these arrangements meet with your approval, please sign each of the original (or facsimile transmittal) counterparts of this Agreement and Attachments and return all of such counterparts to the attention of your Sales contact, c/o ROSEN CENTRE HOTEL. Acceptance of this Agreement will occur upon execution of each of the signed originals by the HOTEL after execution by you.

If an electronic copy and/or electronic signature is used by either party, it shall be binding and serve as the original legal document.

28. CONFIRMATION

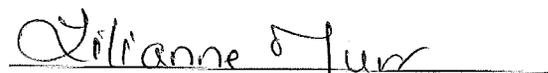
This constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by ROSEN CENTRE HOTEL and SOUTHEAST REGION OF THE WOUND, OSTOMY AND CONTINENCE NURSES SOCIETY.

Authorized confirmation signature for:
SOUTHEAST REGION OF THE WOUND, OSTOMY AND CONTINENCE NURSES SOCIETY


Ms. Jennifer Anderson
President, SFR of the WOCN Society

7.20.18
Date

Authorized confirmation signature for:
ROSEN CENTRE HOTEL


Lillianne Murr
National Sales Manager
96209

7-20-18
Date

CLIENT INITIAL/DATE JA 7.20.18
HOTEL INITIAL/DATE LM 7.20.18

ROSEN CENTRE HOTEL
POLICIES AND PROCEDURES ATTACHMENT
 ATTACHMENT 1

SOUTHEAST REGION OF THE WOUND, OSTOMY AND CONTINENCE NURSES SOCIETY Letter of Agreement
 Tuesday, September 22, 2020 - Sunday, September 27, 2020

SOUTHEAST REGION OF THE WOUND, OSTOMY AND CONTINENCE NURSES SOCIETY agrees to abide by all the terms and conditions as set forth in ROSEN CENTRE HOTEL Policies and Procedures for meeting and function rooms that will be provided by our Convention Services department. Any changes to these Policies and Procedures will be listed in the Concessions Section of this agreement.

1. FINAL AGENDA

ROSEN CENTRE HOTEL is in receipt of the preliminary agenda. A preliminary agenda is due to the Hotel ninety (90) days (Wednesday, June 24, 2020) prior to the GROUP's arrival (Tuesday, September 22, 2020), and a final agenda must be received by our Hotel Convention Services Department sixty (60) days in advance of your conference date, at which time all unassigned meeting rooms will be returned to HOTEL's inventory for general hotel sale. Notification will be made in writing by your Convention Services Manager, with a copy sent to your Hotel Sales Manager.

2. SPACE RELEASE

Should ROSEN CENTRE HOTEL have a request for meeting rooms from any other party prior to receipt of your final agenda, we may request that you release such meeting rooms. You agree to respond within five (5) working days of our written request if a release or change in room is agreeable.

3. CHECK-IN/CHECK-OUT

Check in time after 3:00 p.m. Check out time is 11:00 a.m.

All guests arriving before 3:00 p.m. will be accommodated as rooms become available. Our Bell Captain's Desk can arrange to check baggage for those arriving early when rooms are unavailable and for guests attending functions on departure day. ROSEN CENTRE HOTEL will make every attempt to provide early check-in for staff and VIP's.

4. TIERED IN-ROOM AND COMMON AREAS GUEST INTERNET SERVICES

Rosen Hotels & Resorts now offers three levels of wired and wireless guest internet services within hotel guestrooms and all non-convention common areas including: hotel lobbies, lounges, pool area and restaurants throughout the hotel. Tiered services are currently not available for purchase at any of our Rosen Hotels & Resorts leisure properties.

Our internet portal requires that guests log in to the system using their name and room number, which also allows them to utilize our bill-to-guestroom functionality. Guests may also use a credit card via the portal to upgrade their internet service.

TIER ONE	TIER TWO	TIER THREE
Complimentary Internet \$0/day for up to 2 Mbps*	Enhanced Internet \$9.95/day for up to 5 Mbps*	Premium Internet \$14.95/day for up to 10 Mbps*

This service is free to guests within all non-convention common areas and guestrooms.	This service is available to guests within all non-convention common areas and guestrooms.	This service is available to guests within all non-convention common areas and guestrooms.
Complimentary internet is designed for a single guest to send and receive mail, access to corporate networks remotely; social networking sites and browse the internet.	The enhanced internet is designed for a single guest to access corporate networks remotely, stream videos over the Internet and enhances their overall browsing experience.	The premium internet is designed to deliver business class speeds capable of streaming videos, online gaming and much more!

*Hospitality suites being utilized as meeting space can also take advantage of these products although it is not recommended. Meeting grade services should be requested via Millennium Technology Group, our on-site technology professionals at 407.996.2589.

5. SIGNS AND DISPLAYS

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

6. HOTEL LOGOS

The name and logo of ROSEN CENTRE HOTEL, is exclusive to Rosen Hotels & Resorts. Any unauthorized use of these names and logos is prohibited. If in fact you should be in need of press kits, logo sheets or any other information on the property, please feel free to contact our office or visit our web-site www.RosenCentre.com for downloading logos and pictures.

7. SECURITY

In order to maintain adequate security measures in light of the size and/or nature of your function(s), it is recommended that the GROUP provide, at the GROUP's expense, security personnel supplied by the HOTEL's Security department or a reputable licensed and insured security agency. Outside security agencies are subject to the HOTEL's approval and must obtain the HOTEL's minimum required insurance. The HOTEL is not responsible for any items left in function rooms, foyers and/or pre-function areas in the convention facility.

8. AUDIO VISUAL & RIGGING SERVICES

Presentation Services is our in-house Audio Visual and Rigging Company at ROSEN CENTRE HOTEL. A complete line of state-of-the-art equipment is available for rent. Audio visual representatives are located in house and are on call. All productions requiring attachment to the building structure and motor packaging will need to be coordinated through our exclusive in-house rigging company, Presentation Services. They can assist you with their rigging expertise. Their experienced production riggers can handle your event from the initial design process through load out saving you time and money by utilizing on-site inventory of hoists, truss, hardware and scissors lifts. The Hotel is equipped with a permanent rigging point system. All rigging designs and all rigging labor and chain hoists for your event must be approved and provided by Presentation Services.

For further information and arrangements please contact:

Rick B Perez, Director of Event Technology - PSAV®
 rbperez@psav.com
 Office: 407.996.8555 Fax: 407.248.2549

CLIENT INITIAL/DATE RA 8-1-18
 HOTEL INITIAL/DATE MF-10-18

9. ELECTRICAL REQUIREMENTS

To ensure the safety of our guests and team members and the integrity of the building, the ROSEN CENTRE HOTEL requires that all electrical power, and the labor to install, operate and remove, be provided by our exclusive electrical contractor, Presentation Services. They will provide estimates to you and /or your production company for all electrical needs including, but not limited to multiple laptops, office equipment, audiovisual, computer sets, etc. Please know that many areas of the Rosen Centre event space are limited to one or two standard electrical outlets.

For further information and arrangements please contact:

Rick B Perez, Director of Event Technology - PSAV®
 rbperez@psav.com
 Office: 407.996.8555 Fax: 407.248.2549

10. HOTEL'S FOOD AND BEVERAGE POLICIES AND GUIDELINES

ROSEN CLNTRE HOTEL is licensed to serve food and beverages. No food or beverages may be brought into the HOTEL by the GROUP for service at this specific event.

11. FOOD AND BEVERAGE GUARANTEES

- a) The Catering Office must be notified of the guaranteed attendance no later than 11:00 a.m., seventy-two (72) business hours in advance. Attendance guarantees for Saturday, Sunday and Monday are due by 11:00 a.m. the preceding Wednesday. This number will be considered a guarantee, not subject to reduction and charges will be made accordingly.
- b) Menu quotations do not include taxes and service charge, which are currently 6.5% tax and 25% taxable service charge (subject to change).
- c) The Hotel will set five percent (5%) over this guarantee for 500 people or less, and three percent (3%) for groups of more than 500 people.
- d) Wait staff at all meal functions: there will be at least 1 wait person for every:

<u>Sit-Down or Plated Meal</u>	<u>Buffet Meal</u>
25 guests at breakfast/lunch	40 guests at breakfast/lunch/dinner
20 guests at dinner	
- e) For functions with groups of twenty-five (25) or less, the Hotel will charge a \$100.00 labor charge.
- f) At all functions catered by Hotel where alcohol is served, there will be no less than one (1) bartender for every one hundred (100) people for hosted bars and one (1) bartender for every one hundred fifty (150) people for cash bars. In addition, there will be a \$100.00 bartender fee per bartender, if the bar(s) do not exceed \$750.00 in revenue per bar. For bars open over three hours, each additional hour will be charged at \$35.00 per bartender per hour. Hotel shall adhere to all federal and state laws regulating the sale and service of alcoholic beverages. All beverages consumed must be purchased from the Hotel.
- g) For Beverage Only events, the Hotel will charge a service fee of \$125.00 per 100 guests.

12. PACKAGE ROOM

All packages will be weighed upon arrival and handling charges will be assessed to the guestroom or Master Account when they are delivered to you as detailed below:

HANDLING FEES (RECEIVING):

Letters, envelopes under 1 lb.	No charge
Boxes, cases, letters/envelopes over 1 lb., pallets	\$0.75 per lb.

Storage (7 days prior to arrival)	\$5.00 per box per day/\$50.00 per pallet per day
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HANDLING FEES (SHIPPING WITH OWN ACCOUNT):

Letters, envelopes	\$5.00 per piece
Federal Express/UPS provided boxes, tubes	\$5.00 per piece
Boxes, cases, booths up to 50 lb.	\$10.00 per piece
Boxes, cases, booths over 50 lb.	\$20.00 per piece
Pallets	\$100.00 per pallet

- Pricing will vary for any packages shipped via the Package Room courier accounts. Charges will vary depending on destination, weight, speed of delivery, etc.
- No charge for letters and envelopes under one pound.
- Package Room Management reserved the right to NOT accept boxes which are damaged during shipping, unsafe or too large.
- Parcels are accepted (/) seven days prior to arrival. Storage charges will be applied as noted above.
- Number each box and know its contents. This helps when a specific box needs to be located immediately (i.e. 1 of 2, 7 of 2)
- Payment by credit card, room charge or master account will be due prior to delivery of any boxes.
- No freight will be accepted after 5:00pm.

13. HOTEL GUIDELINES ON EXHIBITS

HOTEL, unfortunately, does not have storage space for crates. Use of exhibit space does not include drayage, decorations such as tables and chairs, guard service, labor such as carpenters, electricians, plumbers and drapery men, cleaning of booths and aisles, booth and aisle carpeting, or storage space for crates.

- SOUTHEAST REGION OF THE WOUND, OSTOMY AND CONTINENCE NURSES SOCIETY agrees to submit to ROSEN CENTRE HOTEL a copy of the exhibitor's contract before it is sent to exhibitors.
- Exhibitors and SOUTHEAST REGION OF THE WOUND, OSTOMY AND CONTINENCE NURSES SOCIETY shall indemnify and hold harmless ROSEN CENTRE HOTEL and its servicing agents from all liability (damage or accident) which might ensue from any cause resulting or connected with transportation, placing, removal or display of exhibits.
- Cleaning of facilities: ROSEN CENTRE HOTEL will provide the exhibit space in a clean condition. "Exhibit space" means exhibit floor, pantry areas, freight dock areas and dumpsters. It is the responsibility of the Exhibit/Drayage Company and / or Decorator to return these facilities in the same clean condition or a charge will be assessed to the GROUP's master account.
- Floor plan must be submitted to the Fire Marshall for approval, and GROUP is responsible for securing such approval, prior to GROUP's arrival.

14. DRAYAGE/STORAGE OF DISPLAY MATERIALS

We are unable to store display material and/or show merchandise either prior to or after the conclusion of the show. All exhibit materials, which may inadvertently be delivered to ROSEN CENTRE HOTEL prior to the move-in, will be forwarded to the drayage firm for handling. At the conclusion of your set-up operation, all related equipment, crates, etc., must be removed from the premises and returned no later than the last day of the exhibit-show period. All exhibit materials must enter and exit the Hotel via our loading dock.

15. PARKING

Parking charges are as follows, plus tax: (subject to change).

Self-Parking- \$15 Valet Parking - \$23 plus tax

GROUP shall be solely and fully responsible for informing its attendees of these fees and that they are separate and distinct from the room rate and from taxes. GROUP may not, in any printed materials regarding the meeting or in any other manner, lump these fees into any category such as tax or room rate.

16. HOUSEKEEPER / BELLSTAFF GRATUITIES

Housekeeper gratuities are optional. However, if you would like us to increase your contracted guestroom rates by \$3.00 per guestroom/per day; the HOTEL guarantees total distribution of these extra dollars to appropriate guestroom attendants on staff.

If yes, please initial/date here: No —. GROUP shall be solely and fully responsible for informing its attendees of these fees and that they are separate and distinct from the room rate and from taxes. GROUP may not, in any printed materials regarding the meeting or in any other manner, lump these fees into any category such as tax or room rate.

Bell staff gratuities are optional, unless the program involves a GROUP arrival. However, if you would like us to charge your Master House Account at a rate of \$10.00 per person for round trip baggage handling, the HOTEL guarantees total distribution of these extra dollars to the appropriate Bell Attendants on staff.

If yes, please initial/date here: No —. GROUP shall be solely and fully responsible for informing its attendees of these fees and that they are separate and distinct from the room rate and from taxes. GROUP may not, in any printed materials regarding the meeting or in any other manner, lump these fees into any category such as tax or room rate.

17. BAGS INC. SERVICES

Bags Inc. services are optional. Bags Inc. is the largest provider of multi airline skycap services available for non-airport facilities. Bags Inc. can access multiple airline reservation systems and check your luggage from our HOTELS, you will receive luggage tags and boarding passes on the spot.

With your luggage already checked, you get to bypass the long lines and waiting. Your check-in process is expedited so you can go straight to the gate for your flight.

Bags Inc. operations are TSA regulated. Fast and secure, the entire process takes just a few minutes.

If you would like us to charge your Master House Account at a rate of \$15.00 plus tax, per person for departure flights handling (rate does not include airline baggage fee, if applicable), please initial/date here: NO - / —. GROUP shall be solely and fully responsible for informing its attendees of these fees and that they are separate and distinct from the room rate and from taxes. GROUP may not, in any printed materials regarding the meeting or in any other manner, lump these fees into any category such as tax or room rate.

GROUP Master Account package rates should be request through Convention Services during planning process.

18. UNAUTHORIZED HOUSING

Rosen Hotels & Resorts is aware of a number of organizations that target conference attendees and attempt to persuade them to book outside of the official housing block. While some of these are legitimate volume buying travel agents obtaining rooms through legitimate means, the majority are unauthorized third parties.

We urge the GROUP to educate attendees on the following warning signs:

- Solicitation calls – Rosen Hotels & Resorts will never call an attendee to solicit a reservation and neither should your official housing agent.
- Rates too good to be true – Anyone offering a room rate below the published event rate should be suspect.
- Scare Tactics – Unauthorized Housing Agents will often indicate that their venue is “Almost Sold Out” pressuring them to “Book Now”. We will attempt to notify you if the HOTEL is approaching sold out status over your dates.
- Exhibitor Target – Many times the target of these organizations are your Trade Show Vendors and Exhibitors. GROUP should use reasonable means to protect their exhibitor list from public view, as they will be used as a “cold call” solicitation source by these organizations.

If any of these organizations come to the GROUP’s attention, please contact the HOTEL immediately. In addition, have GROUP’s legal team send a “cease & desist” notice to the offending organization immediately; particularly if they are using any trademarked terms, phrases, names or logos without explicit written permission from your GROUP.

19. SMOKING

Proudly, ROSEN CENTRE HOTEL is a smoke-free environment in all indoor public areas and guest rooms. In order to fully comply with the Florida Indoor Clean Air Act, as well as provide a refreshing, smoke free environment for our guests, ROSEN CENTRE HOTEL is a non-smoking hotel. Smoking areas are available outside of the hotel. A \$350.00 cleaning fee will be applied to guest folios if the policy is not followed in the guest rooms.

The Policy and Procedures listed above are subject to change from time to time. We will be happy to provide you with the latest Policy and Procedures upon your request.

ROSEN CENTRE HOTEL
9840 International Dr.
Orlando, Florida 32819
Phone 407-996-9840 Fax 407-996-2659