

GROUP ROOMS AGREEMENT

June 23, 2021

THIS GROUP AGREEMENT ("Agreement") is entered into between Reef Environmental Education Foundation (REEF), ("Group") and CRP Holiday Isle, LLC, ("Owner"), with respect to the Hotel commonly known as Postcard Inn & Marina located at 84001 Overseas Highway, Islamorada, FL 33036 (the "Hotel").

GROUP CONTACT & EVENT INFORMATION

ORGANIZATION:

Reef Environmental Education Foundation (REEF)

NAME OF EVENT:

REEF Lionfish Derby

CONTACT:

Alli Candelmo

ADDRESS:

P.O. Box 370246

Key Largo, FL 33037

PHONE NUMBER:

(305) 852-0030

EMAIL:

alli@reef.org

GUEST ROOM COMMITMENT/GROUP ROOM RATES

The Hotel agrees that it will provide and Group agrees that it will be responsible for utilizing 20 <u>room nights</u> in 2021 in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

REEF Lionfish Derby			
	Daily Rate	Fri 9/10/21	Sat 9/11/21
Classic View	309.00	10	10

Hotel's room rates are subject to applicable state and local taxes (currently 12.5%) in effect at the time of check-in.

Room rates are based on single or double occupancy only. There is an additional charge of \$0 per person, per night, for each additional guest over the age of 18 staying in the room.

MINIMUM STAY

There is a two-night minimum stay required over these dates.

CONCESSIONS

- Waived Site Fee For Bimini Row
- Waived Chef/Attendants Fees
- Group is Responsible for Providing all their own Tables, Chairs, Tents, Setup, Breakdown, Etc.

RESORT FEE

Rates are subject to a \$40 taxable Resort fee per room, per night. The Resort fee includes hi-speed wireless internet, shuttle service within a four-mile radius, in-room bottle water, all non-motorized watersports, access to private beach and amenities.

COMMISSION

The group room rates listed above are net non-commissionable.

RESERVATIONS, CUT-OFF AND CHECK-IN

It is our understanding that guestroom reservations will be made by individual call-ins. All reservations must be made by August 20, 2021. In order to receive the preferred rates, for which you are contracted, individuals with telephone requests must identify themselves with REEF Lionfish Derby. Individuals need to call 844-471-5433. Please inquire with your Event Manager should you wish to utilize an online booking link. Rates cannot be changed upon check-in or at checkout times for guests who fail to identify their affiliation at the time the reservation is requested. After the cut-off date, any unreserved rooms will be released back into general inventory, and reservations will be accepted on a space available and rate available basis.

RESERVATIONS: In order to expedite check-in, we request all reservations include the following information:

- Arrival and Departure Dates
- Estimated time of arrival
- Room preference (single or double/double)
- Credit card type to be used for payment including number and expiration date.
- Please note that the Hotel is 100% non-smoking.

The responsible party for each category:

Room & Tax:

Individual

Daily Resort Fee & Tax:

Individual

Incidentals:

Individual

ROOM RESERVATION GUARANTEE

All reservations must be guaranteed by a major credit card or a first night's room deposit plus tax. All Reservations that are not cancelled **three (3)** days prior to the arrival date will be charged as a no show to the Group.

CHECK-IN AND CHECK-OUT TIMES

Our check-in time is **4:00 PM**, checkout time is **11:00 AM**. All guests arriving before check-in time will be accommodated as rooms become available. Our Front Desk can arrange to check luggage for those arriving early when guestrooms are unavailable and for guests attending functions on departure day.

Should a guest require a late check out, they will need to notify the Front Desk for availability and applicable charges will apply.

GUEST ROOM BLOCK ATTRITION

Under the terms of this Agreement, the hotel will offer a special discount until **August 20, 2021**. After this date, all unused rooms will be released back to the hotel for free sale. Any rooms requested after this date will be at prevailing rates and based on availability.

FOOD & BEVERAGE FUNCTIONS

At time of Agreement, Group has secured on-property event directly with the Event team.

AMENITY BAGS

Amenity bags or gift bags are to be delivered by Hotel staff, after the guest checks into their room, usually in the evening. These items are to be labeled with the guest's name. The Group will be charged a fee of \$5.00 per bag per room.

OUTSIDE PROFESSIONALS/ SPECIAL SERVICES

Arrangements must be made in advance with the Hotel for any type services provided by an outside vendor, including but not limited to, music, entertainment, and photography services. Not less than seven (7) days prior to the Event, Group must provide to the Hotel, a copy of the Certificate of Insurance Agreement signed by any and all outside vendors who will be providing services for the Event, along with a certificate of insurance from each outside vendor evidencing such vendors compliance with the Certificate of Insurance Agreement. The Hotel is not responsible for the safety or security of any personal property and/or equipment brought to the Hotel and the Group shall be solely responsible for any and all damages or injury caused by any vendors in connection with the Event. All vendors hired by the Group must comply with all federal, state and local laws applicable to the Hotel. Vendors will be required to properly load and unload their own equipment.

The Hotel may assist the Group with recommendations for services not handled by the Hotel. However, the Group is responsible for contacting and making any and all arrangements directly with the vendors for services not specifically outlined in this Agreement.

LIABILITY

The Hotel and Group agree to adhere to all local, state and federal laws which may apply to the group and its activities. The Hotel reserves the right to control and inspect all private events. Liability for damages to the premises will be charged accordingly. The Hotel reserves the right to charge a clean-up fee if excessive cleaning is needed, i.e., if glitter, confetti or the likes are used as part of decorations for a function. We will not assume responsibility for the damage or loss of any items left in the Hotel by you or any persons associated with your event.

SECURITY

Should Group require security support, the Hotel will assist in securing these arrangements. The Hotel will not be held responsible for any items left in the function rooms. If function rooms need to be secured, a key will be issued to the on-site contact and will need to be returned at the close of the conference. If keys are not returned a re-keying charge will be billed to the master account. No function room is completely securable unless a security guard is hired, and the Hotel will not be held responsible for any lost or stolen items. Group will assume all risk and responsibility for any personal property and/or items that you bring into the Hotel that may be damaged, lost or stolen during your event, and will not hold the Hotel responsible for any such loss or damage.

FAX/SCANNED TRANSMITTAL

If either party uses a fax or scanned transmittal, the fax or scanned copy shall serve as an original unless an actual original is executed and received by both parties within ten (10) days. Each page must be initialed at the bottom and the acceptance must be signed in order for this to become a valid Agreement.

PUBLICATION

The Hotel reserves the right to review any published material regarding the Hotel and its services. Please provide a copy of any material for review before it is distributed to your attendees. The Hotel will not be responsible for any incorrect information published that has not been pre-approved.

CHANGES, ADDITIONS, MODIFICATIONS

All changes, additions, deletions, or stipulations including corrective lining out by either the Hotel or Group will not be considered agreed to or binding to the other unless such modifications have been initialed or otherwise approved in writing by the other.

PAYMENT AND BILLING

All reservations are subject to standard hotel policies for individual reservations

TAX EXEMPTION

To be considered tax exempt in the state of FL for a Group's master account, Group must present a FL state issued tax exempt certificate, and pay the final bill with a method of payment issued by that tax exempt organization.

If each individual is paying for his/her individual room and tax, each person must present his/her individual form and pay with a government issued method of payment issued by that tax exempt organization.

RELOCATION PROCEDURE

It is never our intent to relocate a guest, however, in the event the Hotel is unable to provide a sleeping room to an attendee holding confirmed reservations, the Hotel will provide:

- A) Arrangements for accommodations at a nearby hotel and payment for one night of accommodations
- B) Complimentary transportation for the attendee to and from the said hotel
- C) Priority reservation for the first available room at the Hotel for the next night
- D) One long distance telephone call for notification of the relocation

IMPOSSIBILITY

The Hotel reserves the right to terminate this Agreement if management decides that there has been a misjudgment, misrepresentation, or information was omitted in making the booking or occurs thereafter, or if the Group intentions appear to be controversial or harmful to the Hotel. The Hotel may also terminate the Agreement if facts or circumstances are encountered that, in the Hotel's sole opinion, make it inadvisable or not prudent to provide facilities and/or hold the function. Other than in the case of impossibility, if after notice of the Hotel's intent to exercise its right to terminate, within ten (10) days, or immediately (if less than ten days remains to the event), the Group may offer possible remedies. However, if all possible remedies are considered and deemed unacceptable to Hotel, the Hotel termination of this Agreement is final, and Hotel shall promptly make a full refund of any deposit made by the Group as the sole remedy. The Hotel will do everything reasonable to assist the Group in relocating the event, but cannot guarantee relocation of the Group to another hotel. In the event of a relocation, the Hotel cannot guarantee the same prices, terms, or conditions at the new location and shall have no responsibility if a different price and charges are required.

The Hotel and Group may cancel the Agreement without penalty or liability of any kind due to delays or failure of performance, directly or indirectly, resulting from: acts of God, strikes, lock outs, riots, avalanches, acts of war or terrorism, civil or military disturbances, epidemics, pandemics, fire, earthquakes, nuclear, biological or chemical catastrophes or natural catastrophes, government regulations, interruptions or loss or malfunction of utilities, communications, computer systems (hardware or software) or other key services at the Hotel or other such man-made or natural disasters or catastrophes.

MUTUAL INDEMNIFICATION

The Hotel and Group agree to indemnify and hold harmless against any and all losses, claims, expenses or damages on account of any injury to the persons or property of any registrant, guest or employee of the Group or the Hotel arising out of the gross negligence or willful misconduct of either party, its agents, or employees.

CANCELLATION

Standard hotel cancellation policy for all individual reservations. Hotel may release rooms from the room block that have not been reserved prior to 30 days of arrival or at their discretion.

This is a courtesy block of rooms and non-guaranteed by either party outside of standard hotel cancellation policies.

PRIVACY

Hotel is committed to complying with obligations under any applicable privacy and data protection laws. The Hotel website at "Privacy Center" sets out our Privacy Policy. The Hotel honors EU residents' request to exercise its rights under the GDPR.

You must immediately, after the execution of this Agreement, advise us if you or any member of your Group are looking to exercise their rights under the GDPR and must have the group member advise Hotel management and email privacy@pcfsi.com or by mail at:

PCFSI

Attention: Privacy 1000 Market Street, Building 1, Suite 300 Portsmouth, NH 03801 United States of America

Thereafter, the group member must comply by completion of all GDPR forms and provide all answers and information requested.

We look forward to providing your group guests with experiences that exceed their expectations both online and at our hotels. For their protection, any person exercising GDPR rights may be asked to satisfactorily verify their identity before we respond to your GDPR request. If you are an EU resident Group member, and don't contact PCFSI at the above address, you are telling us that you do not choose to exercise your GDPR rights at this time.

The Privacy Policy is intended to: (1) provide notice to individuals about the Hotel's collection and use of personal data; (2) tell you that the Hotel will use such personal data only for legitimate business purposes; (3) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (4) use technical and organizational measures, within the scope of the Privacy Policy to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration.

It is the Group's obligation to obtain all necessary rights and permissions from Hotel guests, prior to providing their personal data to Hotel, including all rights and permissions required for Hotel, Hotel affiliates, and service providers (in or out of the Hotel) as are necessary to provide requested reservations and services to any guest in a Group. The Group warrants that any information it provides the Hotel has been authorized and may be used by the Hotel in accordance with its published or otherwise disclosed Privacy Policy. Group agrees to indemnify and hold the Hotel harmless if the personal data on any Group Guest was not authorized to be provided or used in accordance with the Privacy Policy. Notwithstanding any information provided by the Group, Hotel may use any guest or individuals own personal data to the extent directed by, consented to or requested by such guest or individual.

ACCEPTANCE

Please sign and return a copy of this Agreement by Friday, June 25, 2021.

You are advised and acknowledge, by receipt and consideration hereof, that until this Agreement is signed by all parties that the Owner may consider alternate requests for bookings of the rooms and services described in this Agreement. If such an alternate request is made before you sign this contract, Owner will notify Group and Group will have forty-eight (48) hours to accept and return this Agreement fully executed by the Group.

If this Agreement is not received by **Friday, June 25, 2021,** all rooms and space referred to herein will be released and neither party will have any further obligations under this Agreement and this Agreement will be deemed withdrawn and the offer and negotiations evidenced by this unsigned Agreement will be deemed cancelled, void in all respects and of no further effect.

When fully executed, this Agreement will constitute a binding and irrevocable contract between Group and the Hotel, except as otherwise provided herein. The individuals signing below represent that each is authorized to bind his or her party to this Agreement.

Thank you for your valuable business and rest assured every effort will be made to ensure your program is most successful.

Group: Reef Environmental Education	Owner: CRP Holiday Isle, LLC d/b/a Postcard Inn	
Foundation (REEF)	& Marina	
Name: Alli Candelmo	Name: Michelle Caceres	
Title: Conservation Science Manager	Title: Regional Group Sales Manager	
Signature: Milandelo	Signature: MUNUL CACULE	
Date: 06/23/21	Date: Obla4la021	

Group Initial: AC