

THE WESTIN
CAPE CORAL
RESORT
AT MARINA VILLAGE
GROUP SALES AGREEMENT

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between The Westin Cape Coral Resort at Marina Village, 5951 Silver King Boulevard, Cape Coral, FL, 33914, (239) 541-5000, and The School Board of Lee County, Florida ("School Board" or "School District").

ORGANIZATION: The School Board of Lee County, Florida
CONTACT: Dr. Nathan Shaker, Chief Academic Officer (and
Frances Natoli)
Street Address: 2855 Colonial Boulevard
City, State, Postal Code: Fort Myers, FL 33966
Country/Region: USA
Phone Number: (239) 939-6830
E-mail Address: francesana@leeschools.net

NAME OF EVENT: Lee County Schools Teacher Training JUN2026
REFERENCE #: M-VP0Z2JI
OFFICIAL PROGRAM DATES: Wednesday, 06/03/2026 - Saturday, 06/06/2026

GUEST ROOM COMMITMENT/GROUP ROOM RATES

Speakers

Date	Day	Traditional Double	Total Rooms
06/02/2026	Tue	10	10
06/03/2026	Wed	10	10
06/04/2026	Thu	10	10
06/05/2026	Fri	10	10

Start Date	End Date	Room Type	Rate
06/02/2026	06/05/2026	Traditional Double	\$139.00

Attendees

Date	Day	Traditional Double	Total Rooms
06/02/2026	Tue	20	20
06/03/2026	Wed	20	20
06/04/2026	Thu	20	20
06/05/2026	Fri	5	5

Start Date	End Date	Room Type	Rate	Mandatory Fee (Resort Fee)	Total Price Paid per Room Night
06/02/2026	06/05/2026	Traditional Double	\$179.00	\$25.00	\$204.00
06/02/2026	06/05/2026	One Bedroom Suite	\$219.00	\$25.00	\$244.00
06/02/2026	06/05/2026	Two Bedroom Suite	\$279.00	\$25.00	\$304.00

***The Room Rate quoted above is inclusive of the Resort, excluding taxes. ***

Hotel's room rates are subject to applicable state and local taxes (currently 11.5%) in effect at the time of check-out. Resort fee is \$40.00 per room, per night and includes the following:

- Daily Silver King Dolphin & Beach Express to Fort Myers Beach
- 90 Minute Sunset Dolphin Cruise (not available Monday and Wednesday)
- Daily One-Hour Yoga Session
- Bicycle Rentals- Daily Two-Hour Bike rental for two guests
- Enhanced Internet Service in Guest Rooms
- Daily Access to private clubhouse, including:
 - Tennis Courts, Bocce Ball, Fitness Center Club with Lockers, Showers, Sauna, Steam Room, Lap Pool and Lagoon Style Pool

COMMISSION

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

METHOD OF RESERVATIONS

Reservations for the Event will be made by the individual directly on Passkey the customized event booking platform provided by the Hotel. Additionally, reservations can also be made at (1800) 937-8461 or (239) 541-5000.

GUARANTEED RESERVATIONS

All reservations must be accompanied by a first-night room deposit or guaranteed with a major credit card or by School Board. 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 **Friday, May 8, 2026**, (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 School Board group rate after this date.

NO ROOM TRANSFER BY GUEST

School Board agrees that neither School Board 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 School Board reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

BILLING ARRANGEMENTS

The following billing arrangements apply: Individual to Pay unless otherwise noted by Group. Individual to pay all charges.

PHISHING

Please be aware that bad actors can impersonate Hotel employees. Group should never rely solely on contact information sent in an email or respond directly to any email requesting a bank account information change. If Group receives a request from Hotel regarding bank account information, Group should contact the Hotel via verified phone number or in person to confirm the request prior to providing such information.

PAYMENT BY CREDIT CARD OR COMPANY CHECK

If School Board 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 School Board 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 School Board.

School Board agrees that the Hotel may charge to this credit card any payment as required under this Group Sales Agreement.

ADVANCE PAYMENT

An advance payment will be required in order to hold arrangements on a definite basis. Customer will pay deposits to Hotel as follows:

Type	Due Date	Amount
1st Deposit	03/20/2026	\$38,250.00
2nd Deposit	04/20/2026	\$38,250.00
Final Deposit	05/20/2026	Any remaining estimated balance

Deposits total meeting room rental and service charge

FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by School Board, 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	#People	Rental	Function Space
06/03/2026	Wed	8:30 AM	4:30 PM	General Session	700	\$12,000.00	Tarpon Ballroom
	Wed	8:30 AM	4:30 PM	Office	12	\$0.00	Tarpon Boardroom
	Wed	8:30 AM	4:30 PM	Breakout	200	\$1,200.00	Rosen Ballroom
	Wed	8:30 AM	4:30 PM	Breakout	200	\$1,200.00	Grandville Ballroom
	Wed	8:30 AM	4:30 PM	Breakout	100	\$1,200.00	Calusa Room
	Wed	8:30 AM	4:30 PM	Breakout	40	\$1,200.00	Banyan Room
	Wed	8:30 AM	4:30 PM	Breakout	40	\$1,200.00	Cypress Room
	Wed	8:30 AM	4:30 PM	Breakout	40	\$1,200.00	Hibiscus Room
	Wed	8:30 AM	4:30 PM	Breakout	40	\$1,200.00	Palm Room
06/04/2026	Thu	8:30 AM	4:30 PM	General Session	700	\$12,000.00	Tarpon Ballroom
	Thu	8:30 AM	4:30 PM	Office	12	\$0.00	Tarpon Boardroom
	Thu	8:30 AM	4:30 PM	Breakout	200	\$1,200.00	Rosen Ballroom
	Thu	8:30 AM	4:30 PM	Breakout	200	\$1,200.00	Grandville Ballroom
	Thu	8:30 AM	4:30 PM	Breakout	100	\$1,200.00	Calusa Room
	Thu	8:30 AM	4:30 PM	Breakout	40	\$1,200.00	Banyan Room
	Thu	8:30 AM	4:30 PM	Breakout	40	\$1,200.00	Cypress Room
	Thu	8:30 AM	4:30 PM	Breakout	40	\$1,200.00	Hibiscus Room
	Thu	8:30 AM	4:30 PM	Breakout	40	\$1,200.00	Palm Room
06/05/2026	Fri	8:30 AM	4:30 PM	General Session	700	\$12,000.00	Tarpon Ballroom
	Fri	8:30 AM	4:30 PM	Office	12	\$0.00	Tarpon Boardroom
	Fri	8:30 AM	4:30 PM	Breakout	200	\$1,200.00	Rosen Ballroom
	Fri	8:30 AM	4:30 PM	Breakout	200	\$1,200.00	Grandville Ballroom
	Fri	8:30 AM	4:30 PM	Breakout	100	\$1,200.00	Calusa Room
	Fri	8:30 AM	4:30 PM	Breakout	40	\$1,200.00	Banyan Room
	Fri	8:30 AM	4:30 PM	Breakout	40	\$1,200.00	Cypress Room
	Fri	8:30 AM	4:30 PM	Breakout	40	\$1,200.00	Hibiscus Room
	Fri	8:30 AM	4:30 PM	Breakout	40	\$1,200.00	Palm Room

All meeting rooms and related services are subject to applicable taxes (currently 6.5%) and service charge (currently 25%) in effect on the date(s) of the Event. The Hotel reserves the right to adjust function space in direct proportion to any changes in the number of attendees.

ADD-ON VALUES

Courtesy Room Block, waived room attrition

Ten (10) Complimentary upgrades from Traditional Room to One Bedroom Suites
for Speakers/VIPS Complimentary SSID

DAMAGE TO FUNCTION SPACE

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

ROOMS ATTRITION – Rooms Per Night

Hotel is relying upon School Board's nightly use of the Room Night Commitment. School Board agrees that a loss will be incurred by Hotel if School Board's actual usage is less than eighty percent (80%) of the Room Night Commitment on any night of the Event.

Hotel agrees to allow for a twenty percent (20%) reduction in the nightly Room Night Commitment. Each night during the Event, Hotel will subtract the actual room usage for that night and the amount of permissible attrition for that night from the Room Night Commitment for that night. 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 attrition charges to School Board's Master Account, plus applicable taxes, at the conclusion of the Event. These charges represent a reasonable effort on behalf of the Hotel to establish its loss prospectively and shall be due as liquidated damages.

CANCELLATION

In the event of a group cancellation occurring zero (0) to three (3) business days prior to arrival, liquidated damages in the amount of one hundred percent (100%) of the Room Night Commitment, seventy percent (70%) of the Total Meeting Room Rental will be due, plus applicable taxes.

In the event of a group cancellation occurring four (4) business days to ninety (90) days prior to arrival, liquidated damages in the amount of ninety percent (90%) of the Room Night Commitment and forty percent (40%) of the Room Rental will be due, plus applicable taxes.

In the event of a group cancellation occurring ninety-one (91) to one hundred eighty (180) days prior to arrival, liquidated damages in the amount of eighty percent (80%) of the Room Night Commitment plus applicable taxes.

IMPOSSIBILITY

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible for the Hotel to provide, or for groups in general to use, the Hotel facilities. 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.

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 School Board 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 School Board 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

School Board 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.

School Board 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, 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 School Board’s needs. If such special setups or extraordinary formats are requested, Hotel will present School Board two (2) alternatives: (1) charging School Board the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost.

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 School Board 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 School Board wishes to hire outside vendors to provide any goods or services at Hotel during the Event, School Board 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 School Board, 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

School Board 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 School Board 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 School Board 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 _____

Marriott Bonvoy Membership Number _____

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

Participating airline name _____

airline frequent flyer account number _____ Participating

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.

HIGH RISK ACTIVITIES

Hotel has committed to providing the room nights and function space, as applicable, set forth in this Agreement based on information about the event that School Board has given to the Hotel. School Board agrees that it has presented all material information required in order for Hotel to provide the rooms and facilities set forth in this Agreement. Should Hotel, in its sole reasonable discretion, determine at any time that the Event will include a high-risk activity that was previously undisclosed to the Hotel (including by way of example, and not by limitation, biological agents, pyrotechnics, etc.), Hotel may terminate this Agreement immediately and without liability, upon written notice to School Board.

ACCEPTANCE

When presented by the Hotel to the School Board, this document is an invitation by the Hotel to School Board to make an offer. Upon signature by School Board, this document will be an offer by School Board. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies School Board at any time prior to School Board's execution of this document, the outlined format and dates will be held by the Hotel for School Board on a first-option basis until February 27, 2026. If School Board 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.

PUBLIC RECORDS

The Parties recognize and agree that the School Board is subject to the provisions of the Florida Records Law, under Chapter 119, Florida Statutes. The Parties shall comply with Florida's Public Records Laws and agree to keep and maintain public records in accordance with Florida law and records retention schedules. Further, the Parties will ensure records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law.

IF HOTEL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO HOTEL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-461-8420, PublicRecords@leeschools.net OR BY MAIL: The School Board of Lee County, Florida– Public Information Coordinator, 2855 Colonial Blvd., Fort Myers, FL 33966.

GOVERNING LAW

This Agreement shall be in accordance with the laws of the State of Florida. Any dispute with respect to this Agreement is subject to the laws of Florida, policies of The School Board of Lee County, Florida, and venue shall be in Lee County, Florida. Each party shall be responsible for its own attorney's fees and costs incurred as a result of any action or proceeding under this Agreement.

Upon signature by both parties, School Board 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 The School Board of Lee County, Florida

Name: (Print) Armor Persons

Title: (Print) Chair

Signature: _____

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY, AS TO THE SCHOOL BOARD OF LEE COUNTY, FLORIDA, ONLY:

Name: (Print) Corey Huffman, Esq.

Title: (Print) Assistant School Board Attorney

Signature: 

Date: 03/09/2026

Approved and authorized by Hotel:

Name: (Print) _____

Title: (Print) _____

Signature: _____

Date: _____