

**Aviation Council of Alabama, Inc.
Monthly Board of Directors Meeting
Goodwyn, Mills & Cawood
Montgomery, AL
May 16, 2018**

MINUTES

Board Members Present:

Jed Blackwell	Jerry Cofield	Thomas Day	Thomas Hughes
Nikki Jordan	Russ Kilgore	Ray Miller	Art Morris
Leslie Murray	Todd Storey	Rick Tucker	

Board Members Absent:

Menzo Driskell, Col. Roosevelt Lewis, Jeff Powell, Mike Smith, Courtney Tomberlin

Quorum:

Present

Others Present:

Michelle Conway (Goodwyn, Mills & Cawood), Al Allenback (Goodwyn, Mills & Cawood) & Ken Gilbert (Neel-Schaffer)

Call to Order:

President Jed Blackwell called the meeting to order at 10:15 a.m. with invocation by Art Morris.

Recognition of Guests

Jed Blackwell recognized guests Michelle Conway (Goodwyn, Mills & Cawood), Al Allenback (Goodwyn, Mills & Cawood) & Ken Gilbert (Neel-Schaffer).

Consideration of Minutes:

No minutes were approved at this meeting due to not having a quorum at the previously scheduled meeting held on April 18, 2018 in Huntsville, AL.

Committee Reports:

A. Financial Report

Thomas Hughes presented the FS for April 2018. Russ Kilgore made a motion to approve with a second by Leslie Murray. All members approved.

B. Annual Meeting / Workshop Committee Report:

Jed Blackwell reviewed discussions from the April 2018 board meeting regarding the conference. Lynn Weldon stated that the conference contract with the Battle House in Mobile has been submitted. Online registration will be available for the conference. Board members discussed various ideas for conference topics and possible keynote speakers such as Senator Richard Shelby, Bill Sisson, the Mobile Mayor, and representatives from AirBus and Singapore Technologies. Russ Kilgore suggested having a Wednesday morning golf outing at the Robert Trent Jones Golf Course for those who might be interested.

C. Legislative Committee Report:

Rick Tucker discussed the Omnibus that passed. AIP will remain the same for FY 2018. There is an additional one billion dollars for airports that are small hub and below "if" they qualify. It will be available until 2020. Reauthorization is moving forward. Privatization is dead. AIP and PFC's are the same.

Rick stated there was a great turn out for SEC AAAE. There were 370 registrants with 75-80% of those having never been to Huntsville. Approximately 260-270 were involved in the Space Camp activities with the same number estimated having attended the Chicago concert.

Russ Kilgore asked Rick Tucker if it would be possible to have someone from AAAE be a speaker at the conference in September in Mobile.

D. Membership Report:

Nikki Jordan provided a membership update. She will be mailing out membership certificates for FY 2018. She is continuing to work on a marketing plan for ACA when she attends job fairs, etc. She also discusses and promotes the ACA scholarship program while attending these events. She stated that the Southern Museum of Flight would like to host the 2019 ACA Winter Workshop.

E. Academic Relations Committee Report:

Committee Chairman Jerry Cofield stated that President Jed Blackwell presented the 2018 Fred Sington, Jr. Memorial Scholarship to Turner S. Reed from Florala High School on May 8th. The Buzz Sawyer Excellence in Aviation Scholarship will be presented to Sierra K. Hardwick in Auburn at a future date to be determined by Todd Storey and Jerry Cofield.

Jed Blackwell discussed an opportunity for the ACA to sponsor a scholarship for summer camp at the Southern Museum of Flight on June 18-22, 2018. Blackwell recommended the ACE level scholarship for \$1,000 that will provide 2 scholarships. Nikki Jordan made a motion to approve and Jerry Cofield seconded the motion. All members approved.

F. Website Committee Report:

Todd Storey and Lynn Weldon discussed Lynn's daughter Brooklyn volunteering to assist Lynn with the maintenance and updating of the ACA website.

G. Liaison Committee Report:

Jed Blackwell stated that Courtney Tomberlin will be contacting the engineering firms requesting that along with their sponsorships they provide door prizes for the conference.

President's Report:

Jed Blackwell reviewed a letter from ALDOT regarding Aviation concerning tenants on airports. He also mentioned a request from Jordan Garner with Aeronautics for airports to provide information on whether local hotels and restaurants would be willing to provide discounts for hurricane evacuees.

He also stated that South Alabama Regional Airport has reached an agreement to lease its twin hangar complex to Yulista Aviation with work hopefully beginning in October 2018.

Leslie Murray stated that the Birmingham Airport Authority will be hosting State of the Airport & Industry Day Symposium on May 23-24, 2018. Activities on the 23rd will be held at the Sheraton Hotel from 7:30 a.m. until 6:00 p.m. Day 2 activities will be held at the Birmingham Airport. Registration is free.

Thomas Day stated that Tuskegee will be having its 51st Annual Fly-In on Saturday, May 19, 2018.

New Business:

Russ Kilgore made a motion to approve and incorporate with corrections minutes from the April 18th board meeting into the minutes for the May 16, 2018 board meeting. Art Morris seconded the motion. All members approved.

Note: The previous unapproved minutes at **Attachment #1** will be incorporated as official minutes.

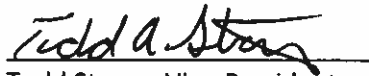
Date/Time for Next Meeting:

The next meeting of the Board will be held on **Wednesday, June 20, 2018, at 10:00 a.m.** at Dothan Regional Airport. Lunch for the meeting will be hosted by Barge Design Solutions.

Adjournment:

Motion to adjourn was made at 11:40 p.m. by Nikki Jordan with second by Thomas Day . Motion unanimously approved.

Respectfully Submitted,



Todd Storey, Vice-President

05/16/18
Date

Attachment 1

**Aviation Council of Alabama, Inc.
Monthly Board of Directors Meeting
Croy Engineering
Huntsville, AL
April 18, 2018**

MINUTES

Board Members Present:

Jed Blackwell	Jerry Cofield	Nikki Jordan	Russ Kilgore
Col. Roosevelt Lewis	Ray Miller	Todd Storey	Courtney Tomberlin

Board Members Absent:

Thomas Day, Menzo Driskell, Thomas Hughes, Art Morris, Leslie Murray, Jeff Powell, Mike Smith, Rick Tucker

Quorum:

Present

Others Present:

Surinder Reddy (Croy Engineering), Don Hicks (Croy Engineering), Janna Kuner (Huntsville International Airport), Megan Brantley (Huntsville International Airport), Russ Roberts (Goodwyn, Mills & Cawood)

Call to Order:

President Jed Blackwell called the meeting to order at 10:09 a.m. followed by leading the invocation.

Recognition of Guests

Jed Blackwell recognized guests Mrs. Surinder Reddy & Mr. Don Hicks (Croy Engineering), Ms. Janna Kuner & Ms. Megan Brantley (Huntsville International Airport), & Mr. Russ Roberts (Goodwyn, Mills & Cawood).

Consideration of Minutes:

No minutes were approved at this meeting due to not having a quorum at the previously scheduled meeting held on February 20, 2018 in Wetumpka, AL.

SEC AAAE 2018 (Huntsville, AL.)

Janna Kuner & Megan Brantley with the Huntsville International Airport discussed the upcoming 2018 SEC AAAE conference to be held in Huntsville, AL. May 6-8, 2018. They invited everyone to attend. Aviation professionals and enthusiasts from across the country will be attending. **Attachment #1** is an agenda for the event.

Committee Reports:

A. Financial Report

Jed Blackwell reviewed the February & March 2018 financial statements. Following the presentation Russ Kilgore made a motion to approve the statements as presented. Col. Roosevelt Lewis seconded the motion. All members approved.

B. Annual Meeting / Workshop Committee Report:

Russ Kilgore discussed the winter workshop held in Wetumpka, AL. on February 21, 2018. Forty-Five (45) airports were represented. Eighty-six (86) members were in attendance. He provided many positive comments about the speakers, presenters and efforts by Mrs. Lynn Weldon coordinating the event.

Mr. Kilgore discussed the 2018 annual conference to be held at the Battle House Hotel & Spa in Mobile, AL. September 16-18, 2018. The event will start on Sunday with a tour of the AirBus final assembly line for those that can attend. Unlike previous years, we are planning to close-out the conference on Tuesday night at the banquet. We will not have a Wednesday session.

Additional changes at this year's conference will include door prizes given after each presentation and before breaks. For larger door prizes, the board agreed to request donations from sponsors in addition to what the board purchases. Courtney Tomberlin agreed to discuss with members of the advisory committee and supporting engineering firms and provide input at our next board meeting.

Jed Blackwell presented the official contract with the Battle House Hotel & Spa (**Attachment #2**). It calls for 195 rooms. All food must be purchased through the hotel. They do not charge for use of the facility as long as all food and rooms are purchased through them. The food and beverage minimum is \$32,900.00. Blackwell discussed this amount compared to 2017 and how this amount can increase based on our number of conference attendees.

After much discussion Ray Miller made a motion to approve the Battle House Hotel & Spa contract. Col. Roosevelt Lewis seconded the motion. All members approved.

Additional discussion took place regarding potential keynote speakers for the annual conference. Following these discussions Col. Roosevelt Lewis made a motion to request Senator Richard Shelby as the keynote speaker. Russ Kilgore seconded the motion. All members approved. If Senator Shelby is not available, another speaker will be chosen at our May board meeting.

C. Legislative Committee Report:

Col. Roosevelt Lewis discussed the 2018 legislative trip to Washington D.C. March 14-15th. Three (3) board members attended. Those included Rick Tucker, Jeff Powell & Col. Roosevelt Lewis. Senator Shelby and Congresswoman Roby spent a lot of time with the ACA team. In addition, a very successful meeting was held with FAA. Senator Doug Jones was not able to meet due to being in a hearing. Overall the trip was a success. Col. Lewis encouraged everyone to attend next year if possible.

D. Membership Report:

Nikki Jordan provided a membership update. She's still working with "Women in Aviation." She expects to collect their dues this summer. She's been talking with many potential prospects and has mailed several brochures. She stated that she'll continue to make contact with many potential members and provide an update next month.

E. Academic Relations Committee Report:

Committee Chairman Jerry Cofield presented three (3) total applications for the 2018 Buzz Sawyer Excellence in Aviation Scholarship and Fred Sington Jr. Memorial Scholarship. Mr. Cofield stated that the committee carefully

reviewed all three applications. Based on their review they recommend awarding the scholarships as shown below:

Buzz Sawyer Excellence in Aviation Scholarship – awarded to Miss Sierra Hardwick (Auburn University)

Note: Sierra is currently an Auburn University student enrolled in the flight program (3.75 GPA). She has an academic scholarship however, it does not cover her flight training. This scholarship will cover flight training costs. Her dream and goal is to be a commercial pilot.

Fred Sington Jr. Memorial Scholarship – awarded to Mr. Turner Reed (Floral High School)

Note: Turner is currently enrolled in an A&P dual-enrollment program in Andalusia, AL. High School GPA is 3.50.

Col. Roosevelt Lewis made a motion to approve the recommendations as presented by Mr. Jerry Cofield and the Academic Relations Committee. Ray Miller seconded the motion. All members approved. Jerry Cofield & Jed Blackwell will present the scholarship to Mr. Reed at Floral High School. Jerry Cofield and Todd Storey will present Miss Hardwick's scholarship to her at Auburn University.

F. Website Committee Report:

Todd Storey and Courtney Tomberlin briefed the board about the website. They commented on Lynn Weldon's efforts and were appreciative of her work. Jed Blackwell discussed having the annual conference registration available on-line. Russ Kilgore agreed and recommended the board allow Brooklyn George, Lynn Weldon's daughter, to perform website work for our organization. Russ stated that Mrs. George is graduating in I.T. and she would volunteer to assist. Board members authorized President Jed Blackwell to work with Mrs. George and utilize her skills if she has time to perform the work.

G. Liaison Committee Report:

No news to report or action taken.

President's Report:

AOPA Fly-In – Jed Blackwell recommended the board consider renting for \$550.00 an exhibit booth for the AOPA Regional Fly-In held later this year. They are anticipating approximately 3,000 aircraft, 1,500 automobiles and 4,500 people to attend. Jerry Cofield made a motion to approve the recommendation. Col. Roosevelt Lewis seconded the motion. All members approved.

Regions Bank Accounts – Jed Blackwell requested the board approve himself, Vice-President Todd Storey, Secretary Mike Smith, and Treasurer Thomas Hughes as signers on both Regions bank accounts (Operating Account & Debit Card Account) with Events Director Lynn Weldon as an additional signer on the Regions Debit Card Account. Russ Kilgore made a motion to approve the request. Jerry Cofield seconded the motion. All members approved.

New Business:

No new business.

Date/Time for Next Meeting:

The next meeting of the Board will be held on **Wednesday, May 16, 2018, at 10:00 a.m.** at Goodwyn, Mills & Cawood in Montgomery, AL.

Adjournment:

Motion to adjourn was made at 11:31 p.m. by Ray Miller with second by Nikki Jordan. Motion unanimously approved.

Respectfully Submitted,

Todd Storey, Vice-President

Date

Attachments (2)



We've Got Space for You!

May 6-8, 2018

Space Camp

Conference participants will get the Space Camp experience with a Competition, Awards Ceremony and Graduation from Space Camp at the end of the day.

Key Speakers

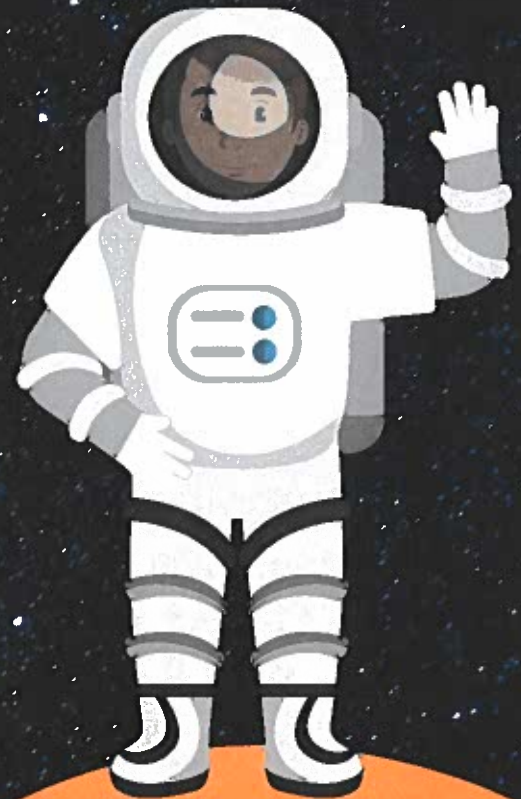
- Kristin Scroggins
- Hoot Gibson
- Bill Swelbar
- Eddie Mayenschein

Round Tables

Learn about UAS/Drones, Master Planning, Media Relations, Customer Service, Loyalty Programs, Emerging Security Technology, and much, much more!

Chicago Concert

Need We Say More?!



(Continued)

SEC-AAAE Huntsville Conference

May 6 - 8, 2018

Sunday, May 6, 2018

Time:	Event:	Location:
9:00am - 6:00pm	Registration and Exhibitor Set-up	VBC - South Hall Lobby & South Hall Ballrooms 1, 2 & 3
9:00am - 10:30am	SEC-AAAE Board Meeting	VBC - South Hall - Meeting Room 2
9:00am - 3:00pm	AAAE Final Exams	Embassy Suites - Madison Room, Marshall Room & Monte Sano Room
1:00pm - 5:00pm	Golf Tournament	Robert Trent Jones, Highlands Course - <i>Transportation - On Your Own</i>
5:00pm - 6:00pm	Welcome Reception	VBC - South Hall Ballrooms 1, 2 & 3
6:00pm - 10:00pm	Opening Evening Social	Campus 805 <i>Bus Transportation & On Your Own</i> <i>(Bus will loop from 6:00pm - 10:00pm)</i>

Monday, May 7, 2018

Time:	Event:	Location:
7:00am - 8:00am	Corporate Liaison Committee Meeting	VBC - South Hall - Meeting Room 2
7:30am - 5:00pm	Exhibit Hall and Registration Open	VBC - South Hall Lobby & South Hall Ballrooms 1, 2 & 3
7:30am - 8:30am	Breakfast with Exhibitors	VBC - South Hall Ballrooms 1, 2 & 3
8:30am - 9:00am	Welcome & Opening Ceremonies	VBC - South Hall Ballrooms 4 & 5
9:00am - 10:00am	Keynote Speaker - KRISTIN SCROGGIN Managing Partner and Lead Trainer at genWHY Communication Strategies Topic: The Future Workforce and Your Mission to Make it Successful	VBC - South Hall Ballrooms 4 & 5
10:00am - 10:30am	Break with Exhibitors	VBC - South Hall Ballrooms 1, 2 & 3
10:00am - 2:00pm	Spouse Event	Antebellum Tour & Cotton Row <i>Transportation Provided</i>
10:30am - 12:00pm	General Session I - "Airports Today - A National Perspective" Panel discussion with industry leaders providing a national perspective on airports today. This panel features Scott Brockman First Past Chair- AAAE, Todd Hauptli President & CEO- AAAE	VBC South Hall Ballrooms 4 & 5
12:00pm - 1:30pm	Lunch, Awards & Membership Meeting	VBC North Hall 1 & 2
1:30pm - 2:30pm	General Session II - "Your Airport Brand: An Asset Worth Managing" This session offers a two-for-one deal - a look at airport branding from both a creative and statistical perspective. Learn how your brand image can support your business goals and learn how research can help create a brand that matters to your passengers.	VBC - South Hall Ballrooms 4 & 5
2:30pm - 3:15pm	General Session III - "TSA: An Insider's View" After a remarkable 40 year career in aviation DHS/TSA Executive Eddie Mayenschein provides unique insight into current transportation security from an expert at the center.	VBC - South Hall Ballrooms 4 & 5
3:15pm - 3:45pm	Break with Exhibitors	VBC South Hall Ballrooms 1, 2 & 3
3:45pm - 5:15pm	Airport Roulette with host Comedian Matt Mitchell AAAE Accreditation, How Do I Get Involved in AAAE, SEADOG/WESTDOG National Disaster Response, UAS/Drones, Master Planning, Funny Airport Stories, Projects: Refurb vs Brand New, Creative Capital Financing, Tips to Handle IROPS, Airshows 101 Airport Finance 101, Media Relations, Airport Branding, Customer Service, Loyalty Programs, Emerging Security Technology Spin up on Economic Development	VBC South Hall
6:00pm - 7:00pm	President's Reception	VBC - North Hall 3
7:00pm - 9:00pm	President's Dinner	VBC - North Hall 1 & 2
9:00 PM	Death By Chocolate - Chocolate Crawl	VBC - South Hall Lobby & Prefunction

Tuesday, May 8, 2018

Time:	Event:	Location:
7:30am - 8:30am	Breakfast with Exhibitors	VBC - South Hall Ballrooms 1, 2 & 3
7:30am - 10:00am	Registration Open	VBC - South Hall Lobby & South Hall Ballrooms 1, 2 & 3
7:30am - 11:00am	Exhibit Hall Open	VBC - South Hall Ballrooms 1, 2 & 3
8:30am - 9:15am	General Session IV - "Commercial Space Operations at Airports" Panelists John Roth, Vice President of Strategy & Business Development for Space Systems at Sema Nevada Corporation and Todd Lindner, Director at Cecil Spaceport will discuss the current state of how air and space have merged and now offer opportunities that are "out of this world"	VBC - South Hall Ballrooms 4 & 5
9:15am - 9:30am	Break with Exhibitors	VBC - South Hall Ballrooms 1, 2 & 3
9:30am - 10:30am	General Session V - "Cycles, Eras, Connectivity and Air Service" Expectations. Expectations. Expectations. Airport Directors always managing stakeholder expectations. Suffice to say that toothpaste does not easily go back into the tube. When it comes to today's air service, long-term memories need not apply. Consolidation promised that small community connectivity to the air service grid would improve. For some that is true and for others it is not true. The market is at work determining air service winners and losers.	VBC - South Hall Ballrooms 4 & 5
10:30am - 12:30pm	Lunch with Astronaut Hoot Gibson Robert Lee "Hoot" Gibson is known as the man who's flown everything. He is a former American naval officer and aviator, test pilot, aeronautical engineer, and a retired NASA astronaut, as well as a professional pilot who currently races regularly at the annual Reno Air Races.	US Space & Rocket Center <i>Transportation Provided</i>
12:30pm - 5:00pm	Space Camp Experience	US Space & Rocket Center <i>Transportation Provided</i>
5:30pm - 7:00pm	Happy Hour & Ticket Pick-up	Embassy Suites - Bar
7:30pm - 9:00pm	Chicago Concert	VBC Arena <i>Concert begins at 7:30pm</i>



RENAISSANCE®

THE BATTLE HOUSE HOTEL & SPA
MOBILE

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between The Battle House Renaissance Mobile Hotel & Spa, 26 North Royal Street, Mobile, AL, 36602, (251) 338-2000 and Aviation Council of Alabama.

ORGANIZATION: Aviation Council of Alabama
 CONTACT: Name: Lynn Weldon
 Job Title: Director of Events
 Street Address: P.O. Box 128
 City, State, Postal Code: Headland, AL 36345-0128
 Country: USA
 Phone Number: (334) 850-2568
 E-mail Address: lweldon@cityofwetumpka.com

NAME OF EVENT: Aviation Council of Alabama Annual Conference
 REFERENCE #: M-B8AQ1SN
 OFFICIAL PROGRAM DATES: Sunday, 09/16/2018 - Wednesday, 09/19/2018

GUEST ROOM COMMITMENT

The Hotel agrees that it will provide, and Aviation Council of Alabama agrees that it will be responsible for utilizing, **195 room nights** in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

Attendees

Date	Day	Deluxe Double Queen	Deluxe King Room	Total Rooms
09/16/2018	Sun	25	10	35
09/17/2018	Mon	30	15	45
09/18/2018	Tue	30	15	45
Totals		85	40	125

Government Employees

Date	Day	Run of House	Total Rooms
09/16/2018	Sun	10	10
09/17/2018	Mon	30	30
09/18/2018	Tue	30	30
Totals		70	70

GROUP ROOM RATES

Government Employees

Start Date	End Date	Room Type	Single
09/16/2018	09/19/2018	Run of House	\$93.00*

*Published government per diem rates in effect during the date(s) of stay will apply. All attendees in this block must be able to provide proof of government employment.

Attendees

Start Date	End Date	Room Type	Rate
09/16/2018	09/19/2018	Deluxe Double Queen	\$139.00
09/16/2018	09/19/2018	Deluxe King Room	\$139.00

Hotel's room rates are subject to applicable state and local taxes (**currently 14%**) in effect at the time of check-out.

SPECIAL CONCESSIONS

Complimentary Meeting Room Rental, Based on 75% Utilization of Sleeping Rooms and a Food & Beverage Minimum of \$32,900.00

COMMISSION

The group room rates listed above are non-commissionable.

METHOD OF RESERVATIONS

Reservations may be made by **individual attendees** on-line at a URL to be established by the Hotel on the Marriott.com site, which the Group can present to potential attendees for their convenience. Individuals will also be able to make reservations by calling **1-866-316-5957**.

GUARANTEED RESERVATIONS

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

CUTOFF DATE

Reservations by attendees must be received on or before **Sunday, August 19, 2018 (the "Cutoff Date")**. At the Cutoff Date, Hotel will review the reservation pickup for the Event, release the unreserved rooms for general sale, and determine whether it can accept reservations based on a space- and rate-available basis at the Aviation Council of Alabama group rate after this date.

Release of rooms for general sale following the Cutoff Date does not affect Aviation Council of Alabama's obligation, as discussed elsewhere in this Agreement, to utilize guest rooms.

NO ROOM TRANSFER BY GUEST

Aviation Council of Alabama agrees that neither Aviation Council of Alabama 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 Aviation Council of Alabama reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

BILLING ARRANGEMENTS

The following billing arrangements apply:

Guestroom Billing: Individual to pay

Incidentals: Individual to pay

Master Account: Credit card

MASTER ACCOUNT

Hotel must be notified in writing at least **30 days prior** to arrival of the authorized signatories and the charges that are to be posted to the Master Account. Any cancellation or attrition fees will be billed to the Master Account.

METHOD OF PAYMENT

The method of payment of the Master Account will be established upon approval of Aviation Council of Alabama's credit. If credit is approved, the outstanding balance of Aviation Council of Alabama Master Account (less any advance deposits and exclusive of disputed charges) will be due and payable upon receipt of invoice.

(Continued)

Aviation Council of Alabama will raise any disputed charge(s) **within 10 days** after receipt of the invoice. The Hotel will work with Aviation Council of Alabama in resolving any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute. If payment of any invoice is not received within thirty (30) days of the date on which it was due, Hotel will impose a finance charge at the rate of the lesser of 1-1/2% per month (18% annual rate) or the maximum allowed by law on the unpaid balance commencing on the invoice date.

Aviation Council of Alabama has indicated that it has elected to use the following form of payment:

- Cash, money order, or other guaranteed form of payment
- Credit card (We accept all major credit cards)**
- Company check or Electronic Funds Transfer
- Direct Bill to Master

Aviation Council of Alabama may not change this form of payment.

In the event that credit is not approved, Aviation Council of Alabama agrees to pay an advance deposit in an amount to be determined by the Hotel in its reasonable discretion, with the full amount due prior to the start of the group's event.

FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by Aviation Council of Alabama, 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	Setup	# People	Rental	Related Events
09/16/2018	Sun	1:00 AM	11:59 PM	Office	Existing Set	1	Waived	
09/16/2018	Sun	3:00 PM	5:00 PM	Board Meeting	Conference	20	Waived	
09/16/2018	Sun	5:00 PM	6:00 PM	Coffee Break	Lounge	20	Waived	
09/17/2018	Mon	1:00 AM	11:59 PM	Office	Existing Set	1	Waived	
09/17/2018	Mon	8:00 AM	5:00 PM	Exhibits	Exhibits	20	Waived	
09/17/2018	Mon	8:00 AM	5:00 PM	General Session	Schoolroom	175	Waived	
09/17/2018	Mon	8:00 AM	9:00 PM	Special	Rounds of 10	175	Waived	8:00 AM - Breakfast 11:00 AM - Lunch 6:00 PM - Cocktail Reception 7:00 PM - Dinner
09/18/2018	Tue	1:00 AM	11:59 PM	Office	Existing Set	1	Waived	
09/18/2018	Tue	8:00 AM	5:00 PM	General Session	Schoolroom	175	Waived	
09/18/2018	Tue	8:00 AM	5:00 PM	Exhibits	Exhibits	20	Waived	
09/18/2018	Tue	8:00 AM	9:00 PM	Special	Rounds of 10	175	Waived	8:00 AM - Breakfast 11:00 AM - Lunch
09/18/2018	Tue	7:00 PM	9:00 PM	Dinner		175	Waived	6:00 PM - Cocktail Reception

All meeting room, food and beverage, and related services are subject to applicable taxes (**currently 10%**) and service charge (**currently 23%**) in effect on the date(s) of the event.

DAMAGE TO FUNCTION SPACE

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

ATTRITION

Hotel is relying upon Aviation Council of Alabama's use of the Room Night Commitment. Aviation Council of Alabama agrees that a loss will be incurred by Hotel if Aviation Council of Alabama's actual usage is less than **75%** of the Room Night Commitment.

If Aviation Council of Alabama's actual usage is less than **75%** of the Room Night Commitment, Aviation Council of Alabama agrees to pay, as liquidated damages and not as a penalty, the difference between **75%** of the Room Night Commitment and Aviation Council of Alabama's actual usage, multiplied by the average group room rate, plus applicable taxes.

ADJUSTMENTS TO CONCESSIONS

In the event of reductions in the Room Night Commitment of more than **25%**, the Hotel may adjust any concessions previously offered in this Agreement, including those concessions offered on a complimentary basis, and may also adjust the Function Space in direct proportion to the reduction in the Room Night Commitment.

MINIMUM BANQUET FOOD AND BEVERAGE REVENUE REQUIREMENT

Aviation Council of Alabama agrees to a minimum banquet food and beverage revenue of **\$32,900.00**, exclusive of tax and service charge (the "Minimum Banquet Food and Beverage Revenue").

CANCELLATION

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

Date of Decision to Cancel	Amount of Liquidated Damages Due
Date of signature to 90 days prior	75% of total room nights and catering revenue
From 89 days to date of arrival	100% of total room nights and catering revenue

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, government regulations, disaster, strikes (except those involving the employees or agents of the party seeking the protection of this clause), civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible to provide or 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 Aviation Council of Alabama agree to cooperate with each other to ensure compliance with such laws.

(continued)

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or Aviation Council of Alabama 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.

LITIGATION EXPENSES

The parties agree that, in the event litigation relating to this Agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorneys' fees.

LIQUOR LICENSE

Aviation Council of Alabama 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 under age.

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, 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, 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.

IN-HOUSE EQUIPMENT

Hotel will provide, at no charge, a reasonable amount of meeting equipment (for example, chairs, tables, chalkboards, 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 Aviation Council of Alabama's needs. If such special setups or extraordinary formats are requested, Hotel will present Aviation Council of Alabama two (2) alternatives: (1) charging Aviation Council of Alabama 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 Aviation Council of Alabama 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 Aviation Council of Alabama wishes to hire outside vendors to provide any goods or services at Hotel during the Event, Aviation Council of Alabama 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 Aviation Council of Alabama, 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

Aviation Council of Alabama 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 Aviation Council of Alabama may use or request to be used at the Hotel.

REWARDS PROGRAM – QUALIFIED FOR REWARDING EVENTS

Approximately (10) business days after the conclusion of the Event (provided that the Event is not cancelled and Aviation Council of Alabama has otherwise complied with the material terms and conditions of this Agreement), the Hotel will award Points to the Member(s) identified below:

The Rewarding Events program is only available to qualified Marriott Rewards Program members. Rewarding 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 non-U.S. SOE.

In addition, Rewarding Events is available only if Aviation Council of Alabama's own policies permit the Member identified below to receive Rewarding Events points for the Event.

The number of Points to be awarded shall be determined pursuant to the Rewards Program Terms and Conditions, as in effect at the time of award. The Rewards Program Terms and Conditions are available on-line at marriottrewards.com, and may be changed at the sole discretion of the Rewards Program at any time and without notice.

The Member identified below to receive Points may not be changed without such Member's prior written consent. All Rewards Program Terms and Conditions apply.

GROUP MUST CHECK ONE OPTION BELOW:

The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) certifies that she/he is qualified to participate in the Rewarding Events program for the Event.

Member Name _____

Marriott Rewards Program Member Number _____

(Continued)

OR

The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) declines or is not qualified to receive Rewarding Events Points and hereby waives the right to receive an award of Points in connection with the Event.

ACCEPTANCE

When presented by the Hotel to Aviation Council of Alabama, this document is an invitation by the Hotel to Aviation Council of Alabama to make an offer. Upon signature by Aviation Council of Alabama, this document will be an offer by Aviation Council of Alabama. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies Aviation Council of Alabama at any time prior to Aviation Council of Alabama's execution of this document, the outlined format and dates will be held by the Hotel for Aviation Council of Alabama on a first-option basis until **Monday, March 19, 2018**. If Aviation Council of Alabama cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at the Hotel's option, the arrangements will be released, in which case neither party will have any further obligations.

Upon signature by both parties, Aviation Council of Alabama 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 Aviation Council of Alabama:

Name: Lynn Weldon

Title: Director of Events

Signature: _____

Date: _____

Approved and authorized by Hotel:

Name: Cameron Coppejans

Title: Sales Manager

Signature: _____

Date: _____