# SENT VIA E-MAIL TO CELA@FEC.GOV and VIA OVENIGHT MAIL

November 22, 2019

Mr. Jeff S. Jordan
Assistant General Counsel
Federal Election Commission
Complaints Examination &
Legal Administration
1050 First Street NE
Washington, DC 20463

Dear Mr. Jordan:

DATE NOT 25 PM 4- 50

IRL PAC is in receipt of your letter dated November 1, 2019, and the accompanying complaint in MUR 7657. By means of this response, IRL PAC will demonstrate that there was no personal use, as defined by appropriate regulations, of committee funds by former Representative Ileana Ros-Lehtinen or anyone else.

After Rep. Ros-Lehtinen announced that she would not seek re-election, her principal campaign committee, Ros-Lehtinen for Congress, refunded all requested and required contributions to donors. Subsequently, in October of 2017, the campaign transferred the remaining \$177,445 from the Ros-Lehtinen for Congress account to South Florida First PAC and ultimately to Rep. Ros-Lehtinen's existing leadership PAC, IRL PAC, for the purpose of continuing to raise funds to support incumbents and candidates who share her values and objectives. During this time, Rep. Ros-Lehtinen was also in the process of deciding whether to continue the PAC's activities after the date of her departure from Congress.

In paragraph 5, on page 2, the complaint questions \$ 18,545 paid to the W South Beach Hotel in Miami Beach, FL. This payment was for the Congresswoman's annual political fundraising event, to raise money for her campaign, held from March 10-12, 2017. Attached as Exhibits 1A and 1B are the invitation and RSVP sheet for this event. Exhibit 1C is the signed contract with the W Hotel.

In paragraph 5 on page 2, the complaint questions \$ 5,400 spent on "Best Buy Gift Cards". These gift cards represented a thank you to numerous campaign staff and volunteers, and were distributed in amounts of \$ 200 or less per recipient. Exhibit 2 is a sample of the thank you note that accompanied each gift card.

In paragraph 9 on page 4, the complaint questions spending totaling \$ 3,756 between November 30, 2017 and December 5, 2017. Rep. Ros-Lehtinen, her spouse, and several PAC representatives attended a "Disney 2017 Agenda" for Mario Diaz-Balart for Congress and Yoder for Congress (see Exhibit 3). In connection with this event, the PAC made donations of \$ 5,000 to Mario Diaz-Balart for Congress and \$ 1,000 to Yoder for Congress. In addition, Rep. Ros-Lehtinen and the PAC representatives participated in the event activities to discuss state and local legislative and political

matters that could potentially impact the IRL PAC, and to discuss the PAC and its future with others at this widely-attended event.

In paragraph 10 a and b on page 4, the complaint questions payments of \$5,500 and \$22,216 (the first payment was for a deposit, while the second covered the remaining balance) to the W South Beach Hotel in Miami Beach, Florida. Those payments were for Rep. Ros-Lehtinen's annual political fundraising event (in previous years, the event was held on behalf of Ros-Lehtinen for Congress) held from March 9-11, 2018. Attached as Exhibits 4A and 4B are the invitation and RSVP sheet for this event. Exhibit 4C is the signed contract with the W Hotel. This event raised \$22,250 in donations for IRL PAC.

In paragraph 10c on page 4, the complaint questions the payment of \$5,892 to the Ritz Carlton Amelia Island, FL. Rep. Ros-Lehtinen and other IRL PAC representatives attended an event held by Republican Main Street Partnership PAC in Amelia Island, and subsequently contributed \$5,000 to the Republican Main Street Partnership PAC in connection with this event. In addition, Rep. Ros-Lehtinen and the PAC representatives also participated in the event activities to discuss state and local legislative and political matters that could potentially impact the IRL PAC, and to discuss the PAC and its future with others at this widely-attended event. Attached as Exhibit 5 is the invitation/registration form for this event.

In paragraph 10d on page 4, the complaint questions the payment of \$ 10,260 to the Lotte New York Palace in New York, NY. As Rep. Ros-Lehtinen neared the end of her congressional service, she and other IRL PAC representatives explored the potential for fundraising outside of her home District, and traveled to New York where a fundraising brunch and meetings were held. Attached as Exhibit 6 is the invitation for the fundraising event. Attached as Exhibit 6A is copy of the contract with 3 West Club for the PAC event. This event raised \$6,350.

In paragraph 10e on page 4, the complaint questions a payment of \$ 3,104 to Mesamar on December 31, 2018. A dinner was held there as a thank you to staff and volunteers for years of service and commitment.

"Campaign funds are considered to have been converted to personal use if the funds are used to fulfill any commitment, obligation or expense of a person that would exist irrespective of the candidate's election campaign or individual duties as a holder of federal office." As stated previously, the expenses referenced in the complaint in no way constitute personal use of campaign or IRL PAC funds; instead they were expenses incurred in connection with Rep. Ros-Lehtinen's involvement in the PAC, and the utilization of the PAC as means to support other candidates.

Further, while Rep. Ros-Lehtinen's husband, Mr. Dexter Lehtinen, did accompany the Congresswoman to these IRL PAC or PAC-related events, and did participate in them, none of the expenses referenced in the complaint were in any way for the benefit of other family members, or anyone else not connected with and representing IRL PAC.

MUR765700020

IRL PAC reported in 2017-2018 a total amount raised of \$69,108.18 in contributions, \$19,000 in 2017 and \$50,108 in 2018, and a transfer from Ros-Lehtinen for Congress and South Florida First PAC of \$177,445.03.

IRL PAC supported numerous candidates with contributions totaling \$18,000 in 2017 and \$82,000 in 2018, for total contributions made during said time period of \$100,000.

Therefore, we respectfully request that the Commission determine that there were no violations committed, that no action should be taken against IRL PAC, and that MUR 7657 should be closed. Our intent is to be transparent, responsive and fully cooperative with your inquiry; accordingly, please do not hesitate to call me with any further questions on this matter.

Sincerely,

Ed Torgas, Treasurer

**IRL PAC** 

cc. Tony Argiz

Att.

### WEEKEND



# YOU'RE INVITED

FRIDAY, MARCH 10TH TO SUNDAY, MARCH 12TH

AT THE W HOTEL 2201 COLLINS AVE MIAMI BEACH, FL 33139

\$2,500 PER PAC

CONGRESSWOMAN ILEANA ROS-LEHTINEN

**FOREIGN AFFAIRS COMMITTEE** 

CONGRESSMAN BOB GOODLATTE

JUDICIARY COMMITTEE

CONGRESSMAN MARIO DIAZ-BALART

APPROPRIATIONS COMMITTEE

CONGRESSMAN THOMAS ROONEY

HOUSE PERMANENT SELECT COMMITTEE ON INTELLIGENCE

CONGRESSMAN CARLOS CURBELO

**HOUSE WAYS AND MEANS COMMITTEE** 

FORMER CONGRESSMAN JOHN MICA
FORMER CONGRESSMAN LINCOLN DIAZ-BALART

RSVP TO SAVE YOUR SPOT: CONTACT@VOTEILEANA.COM OR (305) 460-3245

## WEEKEND

# RSVP SHEET

## FRIDAY, MARCH 10TH TO SUNDAY, MARCH 12TH

## AT THE W HOTEL 2201 COLLINS AVE MIAMI BEACH, FL 33139

PAC NAME
PAC REPRESENTATIVE
EMAIL
PHONE NUMBER
ARRIVAL DATE DEPARTURE DATE
We have secured ocean view rooms with a balcony for this exciting event at a discounted rate of \$499 per night plus tax. Special requests will be noted and are subject to availability.
SINGLE (KING BED) OR DOUBLE (2 DOUBLE BEDS)
Please note that a credit cards is required to secure your reservation. The hotel will charge your credit card for one (1) night stay in case of cancellation.
NAME AS IT APPEARS ON CARD
MASTERCARD VISA AMEX OTHER
CARD NUMBER
EXPIRATION DATE CVV

Printed:16-Nov-2016 Quote#:500-5RGC7Y7

### Agreement between W South Beach and Ros-Lehtinen for Congress

Customer

Email:

Ros-Lehlinen for Congress
Maytee Sanz
Assistant to Ileana Ros-Lehtinen
P.O. Box 5202784
Miami, FL, 33152-2784
United States
Phone:

Property

W South Beach Sydne Hornstein Sales Manager, Group 2201 Collins Ave Miaml Beach, FL, 33139

United States

Phone:

305 938 3024

Emall:

sydne.homstein@whotels.com

RE: Ileana Ros-Lehtinen Campaign 2017

This Agreement between Ros-Lehtinen for Congress ("Customer") and W South Beach ("Hotel") is effective as of the date it is signed by Hotel ("Agreement Date"). Between now and November 23, 2016 unless both parties have agreed upon and fully executed this agreement, should another organization request the dates and be in a position to confirm immediately, we will advise you and you will have three (3) business days to confirm on a definite basis. If this agreement is not mutually signed by November 23, 2016, the room block and meeting space may be automatically released.

Event Dates: 10-Mar-2017 to 12-Mar-2017

Guast Rooms: This Agreement applies to the following block of guest rooms (the "Room Block"):

	Fri, Mar 10, 2017	Sat, Mar 11, 2017	Total
Spiendid Studio, Staff	2	2	4
Wonderful Studio, King	12	12	24
Oasis Suite	1	1	2
Attendees Room Block Total	15	15	30

Total Guest Room Night Commitment: Customer's total guest room night commitment is 30,

**Cut-off Date:** The "cut-off date" for reserving rooms in the Room Block is 5:00 p.m. local time at Hotel on 15-Feb-2017. After the cut-off date, it is at Hotel's discretion whether to accept additional reservations, which will be subject to prevailing rates and availability. Failure to reserve rooms in the Room Block prior to the cut-off date does not reduce Customer's total guest room night commitment and does not impact the "Attrition" or "Cancellation" provisions below.

Rates: Hotel will provide the confirmed guest room rates below for the Room Block (the "Rates"):

### Attendees Room Block

Rooms	Single Rate	Double Rate
Splendid Studio, Staff	\$399	\$399
Wonderful Studio, King	\$499	\$499
Oasis Suite	\$649	\$649

Rates do not include applicable state and local taxes, currently 14%. Rates are non-commissionable.

Check-In Time: 4:00 PM Check-Out Time: 11:00 AM

Service Excellence Upgrade Program: The focus of the Upgrade Program is guest satisfaction and our purpose is to offer our guests nice choices at arrival, based on availability. In many cases, the Upgrade choice enhances the stay for the guest. The program respects all negotiated and special rates, and all Upgrades are treated as separate charges, never posted on any master account. They are always voluntary and always paid for by the individual.

Can offer Upgrades to attendees

Cannot offer Upgrades to attendees

Page 1 of 6

Customer Initials

Hotel initials

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Printed:18-Nov-2016 Quote#:500-5RGC7Y7

Individual Call-In: You will advise your attendees to make guest room reservations either on line using your Stargroups web site or by calling our Reservations Department, or through our Central Reservations office in Continental U.S. and Canada at 1-800-228-3000; Alaska and Hawaii at 1-800-228-1212

Early Departure Fee: An early departure fee of one-night room & tax will apply if a Customer attendee checks out prior to the confirmed checkout date.

Function Space/Schedule of Events:

This Agreement applies to the following events and function space:

Date	Function Description	Start – End Time	Function Space	Set Up	# PPL	Room Rental
Frl, 10-Mar-2017	Backup	7:00PM- 9:00PM	Great Room 2	Cocktail Rounds	10	
Fri, 10-Mar-2017	Reception	7:00PM- 9:00PM	The Grove	Cocktail Rounds	40	\$500.00
Total			***************************************		1	\$500.00

Rates do not include applicable state and local taxes, currently 7%.

Function Space Rental Fee: \$500.00 (excluding taxes and other charges). A service charge, currently 24% of the function space rental fee (plus all applicable taxes) will be added to the function space rental fee. The entire service charge is paid directly to service staff. See schedule of events, if applicable.

**Assignment of Function Space:** Hotel will provide Customer with Function Space in accordance with the schedule of events, based on the contracted number of people attending the event. Hotel may make reasonable substitutes to Function Space by notifying Customer.

Final Program: Customer agrees to provide its final program to Hotel no later than 21 days prior to 10-Mar-2017. In the event that a final program is not submitted by this date, Customer agrees that Hotel may at its option release all or part of space held for Customer.

Banquet Event Orders: Hotel will provide Customer with Banquet Event Orders ("BEOs") that specify and confirm the specific details and terms and conditions for each event including, final menu selections, pricing, room set up and decor,

Food & Beverage: Due to licensing requirements and for quality control, all food and beverage served at Hotel must be supplied and prepared by Hotel. Menu prices will be confirmed on Banquet Event Orders (BEOs). A service charge, currently 24% of the total food and beverage revenue (plus all applicable taxes), will be added to all food and beverage charges. Included as part of the service charge is a gratuity (currently 7% of total food and beverage revenue) that is paid directly to food and beverage service staff. The remainder of the service charge is retained by Hotel to cover non-itemized costs of the event. No other fee or charge, including administrative fees, set up fees, labor fees, or bartender or food station fees, is a tip, gratuity, or service charge for any employee.

Minimum Revenue: This Agreement will generate revenue for Hotel from a variety of sources, including guest rooms, food & beverage, and charges for ancillary services. The minimum revenue anticipated by Hotel under this Agreement (excluding taxes) is:

Minimum Guest Room Revenue (# of room nights in Room Block x average Rate):	\$14,870.00
Minimum Food & Beverage Revenue (based on committed food & beverage minimum):	\$ 5,000.00
Estimated Other Revenue:	\$ 500.00
Total Minimum Revenue:	\$20,370.00

If Customer does not fulfill all of its commitments or cancels this Agreement, Customer agrees that Hotel will suffer damages that will be difficult to determine. The "Attrition" and "Cancellation" provisions below provide for liquidated damages agreed upon by the parties as a reasonable estimate of Hotel's losses and do not constitute a penalty of any kind.

Attrition: Customer will meet its minimum revenue requirements under this Agreement if it fulfills its Adjusted Minimum Room Revenue based on the attrition allowances below:

Adjusted Minimum Guest Room Revenue:	90% of \$14,870.00 = \$13,383.00

These attrition allowances do not apply if Customer cancels the Agreement or does not hold the event at Hotel. If Customer holds its event at Hotel, but does not fulfill its Adjusted Minimum Room Revenue commitment it will pay Attrition Damages (plus all applicable taxes) as a reasonable estimate of Hotel's losses as follows:

Page 2 of 6 Custo

Hotel Initials RW

Printed:16-Nov-2016 Quote#:500-5RGC7Y7

**Guest Room Attrition Damages equal:** Adjusted Minimum Guest Room Revenue minus actual guest room revenue minus "Resold" Room Revenue

Because it is impossible to accurately determine what guest rooms are resold and at what rate, "Resold" Room Revenue will equal Customer's average Rate for each day that guest rooms are resold times the number of resold guest rooms. Unused guest rooms in the Room Block will be considered "resold" rooms to the extent that Hotel is able to sell more guest rooms than it could have sold if Customer had fully occupied its reserved block. For example, if Customer does not use 30 rooms in the Room Block for one day but only 10 rooms remain unsold in Hotel for that day, the Attrition Damages owed will be reduced by the average daily rate for that day times 20.

Cancellation: If Customer cancels this Agreement, Customer will provide written notice to Hotel, accompanied (except in the case of a Force Majeure) by payment of the amounts indicated below:

From the Agreement Date to 121 days prior to 10-Mar-2017:	60% of Total Minimum Revenue = \$12,222.00
From 120 days to 31 days prior to 10-Mar-2017:	80% of Total Minimum Revenue = \$16,296.00
From 30 days or less prior to 10-Mar-2017:	100% of Total Minimum Revenue = \$20,370,00

The parties agree that the amounts included in this Cancellation clause are reasonable estimates of the losses that would be incurred by Hotel and factor in Hotel's ability to miligate its losses through resale.

Payment Options: Payment will be made as indicated below. Please check applicable option.

	Customer Pays	Guest Pays
Guest rooms (including taxes):		×
Event Food & Beverage (including taxes, service charges):	×	<del></del>
Incidental charges:		x

Master Account: Hotel will set up a "Master Account" for Customer for payment of charges under this Agreement. Customer must review all charges billed to the Master Account to ensure accurate billing.

Deposits: A deposit of \$5,500.00 is due with the signed contract. A credit card form must be completed and returned with signed agreement in order to guarantee final payment. Group agrees to supply credit card for the hotel to keep on file guarantee of final payment.

Payment: If Customer will pay using a credit card honored by Hotel, a valid credit card must be provided to Hotel no later than 10-Mar-2017, and all Master Account charges will be charged to such credit card at departure.

Guest Deposits: A deposit equal to one-night room and tax will be charged at the time a guest makes a room reservation, and upon check-in, will be applied towards the guest's bill. Deposits paid by guests are refundable if notice is received by Hotel at least seven (7) days prior to arrival and a cancellation number is obtained.

### Concessions:

- Waived resort fee service charge (\$28.00 plus tax per night)
- Complimentary Wi-Fi in all guestrooms
- Two (2) staff rooms at reduced guestroom rate
- One (1) complimentary amenity for Oasis Suite at Hotel's discretion

Use of Event and Function Space: To protect the safety and security of all Hotel guests and property, Customer will obtain Hotel's advance written approval before using items in event and function space that could create noise, noxious odors or hazardous effects (e.g., loud music, smoke or fog machines, dry ice, confetti cannons, candles, or incense) and before engaging in any activities outside of the reserved function rooms (e.g., registration table). Customer will obtain any required Fire Marshall or other safety approvals, and will pay any expenses incurred by Hotel as a result of such activity, such as resetting smoke or fire alarms or unusual cleanup costs.

Security: Hotel does not provide security in the event and function space and all personal property left in the event or function space is at the sole risk of the owner. Customer will advise its attendees that they are responsible for safekeeping of their personal property. Hotel may reasonably require Customer to retain security personnel in order to safeguard guests or property in Hotel.

Page 3 of 6

Customer Initials Hotel Initials

Printed:16-Nov-2016 Quote#:500-5RGC7Y7

Security personnel are not authorized to carry firearms without advance Hotel approval.

Competitor Meetings: Hotel agrees to not book any group business, i.e. sleeping rooms and meeting space, for any other political parties. Please note Hotel is not responsible for individual parties securing guestrooms reservations independently.

Ancillary Services: Hotel may provide, or contract with third parties to provide, ancillary services (e.g., A/V, drayage, florists, exhibitors) to Customer for additional charges. Except with respect to certain services (e.g., rigging services), Customer may use its own vendors for such services provided that Customer's proposed vendors meet minimum standards established by Hotel including insurance and indemnification requirements. With respect to audiovisual services, if Customer wishes to use its own vendor, it will be required: (1) to pay for and to have technicians from Hotel's full service, on-site audiovisual production service company, Audio Visual Services Customer, Inc. d/b/a Presentation Services ("PSAV"), present at its event due to Hotel's Collective Bargaining Agreement with PSAV; and (2) will be required to sign, and have its audiovisual vendor sign, an acknowledgement of Hotel's Audiovisual Service Standards at least 45 days prior to 10-Mar-2017.

Construction: Hotel will promptly notify Customer of any construction or remodeling to be performed in Hotel over the Event Dates other than routine maintenance and Hotel will use all commercially reasonable efforts to insure that any such occurrence will not materially interfere with Customer's use of Hotel. Should construction or remodeling be mutually determined by Customer and Hotel to materially interfere with Customer's event, Customer will have the right to terminate this Agreement without liability with written notice to Hotel as long as such notice is given within 30 days of Customer's receipt of notice of such construction or remodeling.

Relocation: If any guest room reservation cannot be accommodated by Hotel, Hotel will provide: (1) accommodations at a comparable Hotel reasonably nearby at no charge for the first night; (2) one complimentary round trip ground transportation between Hotel and the alternate hotel for each day the guest is displaced; (3) one 5 minute phone call and necessary arrangements for forwarding of the displaced guest's telephone messages and mail; (4) an offer to relocate the displaced guest back to the first available guest room; (5) upgraded accommodations at Hotel upon return (if available) and a welcome expression from the General Manager; and (6) credit to Room Block for any nights that guests are displaced.

Disclosure: Customer will be responsible for determining to whom it needs to disclose any terms of this Agreement, including any commission or rebate that it may receive. Customer will disclose to all Customer attendees the type and amount of all automatic and mandatory charges that will be charged to them by Hotel.

Laws and Policies: Each party will comply with all applicable federal, state and local laws (including the Americans with Disabilities Act) and Hotel rules and policies. Customer will be responsible for providing its disabled members with auxiliary aids in connection with any Customer events or activities. Upon Customer's reasonable request, Hotel will cooperate with Customer to provide services on behalf of Customer's disabled attendees.

Smoke Free Policy: Hotel is a smoke free hotel. Restaurants on property that are not operated by Hotel may not participate in the smoke free policy. To protect the smoke free environment, Hotel will post a \$200 cleaning fee to the account of any guests who smoke in their guest room. To ensure the cooperation and comfort of Customer's attendees, Customer agrees to advise its attendees of the smoke free policy in writing,

Privacy: Customer will obtain all necessary rights and permissions prior to providing any personally identifiable information ("Pil") to Hotel, including all rights and permissions required for Hotel, Starwood Hotels & Resorts Worldwide, Inc. ("Starwood"), Starwood affiliates, and service providers to use and transfer the PII to locations both within and outside the point of collection (including the United States) in accordance with Starwood's privacy statement (www.starwoodhotels.com/corporate/privacy\_policy.html) and applicable law.

Confidential Information: Customer and Hotel will each take reasonable steps to keep all confidential information provided by the other party confidential and to identify information as confidential when shared. Confidential information will not include: (1) information that is publicly available; (2) PII, which will be handled by the parties in accordance with the "Privacy" provision above; or (3) information that is left or discarded in event rooms, public space or guest rooms.

Insurance: Each party will maintain insurance sufficient to cover any claims or liabilities which may reasonably arise out of or relate to its obligations under this Agreement and will provide evidence of such insurance upon request.

indemnification: Each party will Indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims resulting from its breach of this Agreement or the negligence, gross negligence or intentional misconduct of such party or its officers, directors, employees, agents, contractors, members, or participants. Neither party will be liable for punitive damages.

Dispute Resolution: The parties will resolve any claim or dispute arising out of or relating to this Agreement through binding arbitration before one arbitrator conducted under the rules of the American Arbitration Association or JAMS in the state and city in which Hotel is located. The law of the state in which Hotel is located will be the governing taw. The arbitration award will be enforceable in any state or federal court. In any arbitration or litigation arising out of or relating to this Agreement or the

Page 4 of 6

Customer Initials Hotel Initials WS

Printed:18-Nov-2016 Quote#:500-5RGC7Y7

enforcement of any arbitration award, the prevailing party will recover attorneys' fees and costs including expert witness and arbitration fees and pre- and post-judgment interest. Each party will be responsible for attorneys' fees and interest associated with the other party's efforts to collect monies owed under this Agreement.

Force Majeure: If acts of God or government authorities, natural disasters, or other emergencies beyond a party's reasonable control make it illegal or impossible for such party to perform its obligations under this Agreement, such party may terminate this Agreement upon written notice to the other party without liability.

Notice: Any notice required or permitted by the terms of this Agreement must be in writing.

Assignment: Customer may not assign or delegate its rights or duties under this Agreement without Hotel's prior approval.

Severability: If any provision of this Agreement is held to be invalid or unenforceable that provision will be eliminated or limited to the minimum extent possible, and the remainder of the Agreement will have full force and effect.

Walver: If either party agrees to waive its right to enforce any term of this Agreement, it does not waive its right to enforce any other terms of this Agreement.

This Agreement constitutes the entire agreement between the parties, supersedes all other written and oral agreements between the parties concerning its subject matter, and may not be amended except by a writing signed by Hotel and Customer.

CCEPTED AND AGREED TO:	
Ros-Lehtinen for Congress	W South Beach, as owner of W South Beach
By Mayla Co	B
Assignant to Ileana Ros-Lehtinen	Cristina Alvarez Director of Group Sales
Date 21/2016	Date

Printed:16-Nov-2016 Quote#:500-5RGC7Y7

### **SPG PRO PROVISIONS**

Award of Benefits: Certain benefits awarded through the Starwood Preferred Guest program ("SPG"), including Starpoints and eligible nights (collectively, "Benefits"), are available for business contracted through the sales and catering departments of participating Starwood hotels. Group acknowledges that such Benefits have been offered in connection with this Agreement, and Group consents to the awarding of Benefits to the Individual(s) listed below (each a "Group Recipient"). Once Group has departed the Hotel's facilities and full payment is received by Hotel, Benefits will be awarded to the Group Recipients in accordance with the SPG terms and conditions <a href="http://www.starwoodhotels.com/preferredguest/legal/spg\_terms.html">http://www.starwoodhotels.com/preferredguest/legal/spg\_terms.html</a> (the "SPG T&Cs").

Member Name	Starwood Preferred Guest Membership Number
1. MAYTEE SANZ	1
2. Keith Fernandez	
3.	

Each Group Recipient will earn (a) an amount of Starpoints based on (i) his or her status in SPG and (ii) the total amount of eligible event charges that are paid for the Event ("Event Charges") divided by the number of Group Recipients and (b) an amount of eligible nights based on the total number of guest rooms paid for under this Agreement ("Paid Rooms") divided by the number of Group Recipients, in each case, subject to the SPG T&Cs.

Limitations on Award of Benefits: Except for any attendees of the Event that pay for their own guest room, no individual other than a Group Recipient will be eligible to earn any Benefits for Event Charges or Paid Rooms. Group and Hotel must execute a written amendment to this Agreement to change any Group Recipient. Group acknowledges that each Group Recipient must be a member of SPG in good standing, must be employed by Group at the time the Benefits are awarded, and must be eligible to receive the Benefits under applicable laws, gift policies and incentive policies. Only three Group Recipients may receive Benefits. Any Benefits may be cancelled if (x) it is determined that any Group Recipient was not authorized by Group to receive, incorrectly received, or was ineligible to receive, the Benefits, (y) Hotel is no longer participating in SPG for any reason at the time of the Event or (z) SPG, or any applicable Benefit, is modified, cancelled or discontinued for any reason.

Customer Initials \_\_\_\_\_\_Hotel initials \_\_\_\_\_

Page 6 of 6

July 21, 2017

Name Address City, ST Zip

DEAR ~

I want you to know how much I deeply appreciate your efforts on my behalf, for TEAM ILEANA and the Ros-Lehtinen for Congress campaign.

# THANK YOU!

Please find enclosed a Best Buy gift card valued at \$200.

Thanks so very much,

Ileana Ros-Lehtinen Member of Congress 本本本本本本本本本本本本本本



Friday, December 1, 2017
Welcome Cocktail Reception \*
The Attic
The Boardwalk Hotel

6:00 - 8:00 PM

Saturday, December 2, 2017 Character Buffet Breakfast \* The Flying Fish 7:30 AM

Yoder for Congress Reception \*\* Seabreeze Restaurant 6:00 PM

Candlelight Christmas Program \*\* 8:15 PM

Please contact

\* Sara Bonjean at 202-680-8625 or <u>sbonjean@rosestrategies.com</u> or \*\*\* Amanda Hand at 202-527-3382 or <u>Amanda@abhconsultingdc.com</u> for additional information

PAID FOR BY MARIO DIAZ-BALART FOR CONGRESS NOT PRINTED AT GOVERNMENT EXPENSE.

CONTRIBUTIONS TO MARIO DIAZ-BALART ARE NOT DEDUCTIBLE AS CHARITABLE DONATIONS FOR FEDERAL INCOME TAX PURPOSES. CONTRIBUTIONS FROM CORPORATIONS AND FOREIGN NATIONALS ARE PROHIBITED EDERAL LAW REQUIRES POLITICAL COMMITTEES TO USE THEIR BEST EFFORTS TO OBTAIN AND REPORT THE NAME, MAILING ADDRESS, OF CUPATION AND EMPLOYER FOR LACH PUDIVIDUAL WHOSE CONTRIBUTIONS

# IRL PAC



# YOU'RE NVTED

POOLSIDE RECEPTION, W HOTEL SOUTH BEACH

7PM FRIDAY, MARCH 9TH, 2018 2201 COLLINS AVE MIAMI BEACH, FL 33139

**DINNER AT CASABLANCA ON THE BAY** 

6:30PM SATURDAY, MARCH 10TH, 2018 1717 N. BAYSHORE DRIVE MIAMI, FL 33132

# CONGRESSWOMAN ILEANA ROS-LEHTINEN

FOREGN AFFARS COMMITTEE

CONGRESSMAN BOB GOODLATTE

JUDICIARY COMMITTEE

CONGRESSMAN MARIO DIAZ-BALART

APPROPRIATIONS COMMITTEE

CONGRESSMAN JOE WILSON

FOREIGN AFFAIRS COMMITTEE

CONGRESSMAN CARLOS CURBELO

HOUSE WAYS AND MEANS COMMITTEE

\$1,000 PER PERSON PER EVENT

MAKE CHECKS PAYABLE TO IRL PAC P.O. BOX 52-2784 MIAMI, FL 33152

RSVP TO SAVE YOUR SPOT:
CONTACT@IRL-PAC.COM OR (786) 202-4305
Contributions to IRL PAC are not deductible as charitable donations for federal income tax purposes. Federal law

requires us to use our best efforts to obtain and report the name, mailing address, employer and occupation for each individual whose contributions aggregate in excess of \$200.00 during the calendar year. Individuals may contribute a maximum of \$5,000 per year. Contributions from foreign nationals and corporations are prohibited.

PAID FOR BY IRL PAC
Not authorized by any candidate or candidate's committee.
P.O. BOX 52-2784 MIAMI, FL 33152-2784

# IRL PAC SOUTH BEACH WEEKEND

## **RSVP SHEET**

FRIDAY, MARCH 9TH TO SUNDAY, MARCH 11TH

AT THE W HOTEL 2201 COLLINS AVE MIAMI BEACH, FL 33139

PAC NAME

PAC REPRESENTATIVE
EMAIL
PHONE NUMBER
ARRIVAL DATE DEPARTURE DATE  We have secured ocean view rooms with a balcony for this exciting event at a discounted rate of \$499 per night plus tax. Special requests will be noted and are subject to availability.
SPECIAL REQUEST:
Please note that a credit cards is required to secure your reservation. The hotel will charge your credit card for one (1) night stay in case of cancellation.
NAME AS IT APPEARS ON CARD
MASTERCARD VISA AMEX OTHER
CARD NUMBER
EXPIRATION DATE CVV
OR MAKE CHECKS PAYABLE TO "IRL PAC" AND MAIL TO: P.O. BOX 52-2784

### Agreement between W South Beach and Ros-Lehtinen for Congress

Customer IRL-PAC Maytee Sanz Assistant to Ileana Ros-Lehtinen P.O. Box 5202784 Miami, FL, 33152-2784 United States Phone: Email: Property
W South Beach
Sydne Hornstein
Sales Manager, Group
2201 Collins Ave
Miaml Beach, FL, 33139
United States

Phone: 305 938 3024

Email: sydne.hornstein@whotels.com

RE: IRL-PAC 2018

This Agreement between IRL-PAC ("Customer") and W South Beach ("Hotel") is effective as of the date it is signed by Hotel ("Agreement Date"). Between now and October 15, 2017, unless both parties have agreed upon and fully executed this agreement, should another organization request the dates and be in a position to confirm immediately, we will advise you and you will have three (3) business days to confirm on a definite basis. If this agreement is not mutually signed by October 15, 2017, the room block and meeting space may be automatically released.

Event Dates: 09-Mar-2018 to 11-Mar-2018

Guest Rooms: This Agreement applies to the following block of guest rooms (the "Room Block"):

	Fri, Mar 9, 2018	Sat, Mar 10, 2018	Total
Splendid Studio, Staff	2	2	4
Wonderful Studio, King	7	7	14
Oasis Suite	1	1	2
Attendees Room Block Total	10	10	20

Total Guest Room Night Commitment: Customer's total guest room night commitment is 20.

**Cut-off Date:** The "cut-off date" for reserving rooms in the Room Block is 5:00 p.m. local time at Hotel on 16-Feb-2018. After the cut-off date, it is at Hotel's discretion whether to accept additional reservations, which will be subject to prevailing rates and availability. Failure to reserve rooms in the Room Block prior to the cut-off date does not reduce Customer's total guest room night commitment and does not impact the "Attrition" or "Cancellation" provisions below.

Rates: Hotel will provide the confirmed guest room rates below for the Room Block (the "Rates"):

### Attendees Room Block

Rooms	Single Rate	Double Rate	
Splendid Studio, Staff	\$399	\$399	
Wonderful Studio, King	\$499	\$499	
Oasis Suite	\$649	\$649	

Rates do not include applicable state and local taxes, currently 14%. Rates are non-commissionable.

Check-In Time: 4:00 PM Check-Out Time: 11:00 AM

Service Excellence Upgrade Program: The focus of the Upgrade Program is guest satisfaction and our purpose is to offer our guests nice choices at arrival, based on availability. In many cases, the Upgrade choice enhances the stay for the guest. The program respects all negotiated and special rates, and all Upgrades are treated as separate charges, never posted on any master account. They are always voluntary and always paid for by the individual.

Can offer Upgrades to attendees Cannot offer Upgrades to attendees

Page 1 of 6

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Individual Call-in: You will advise your attendees to make guest room reservations either on line using your Stargroups web site or by calling our Reservations Department, or through our Central Reservations office in Continental U.S. and Canada at 1-888-625-4988.

Early Departure Fee: An early departure fee of one-night room & tax will apply if a Customer attendee checks out prior to the confirmed checkout date.

#### Function Space/Schedule of Events:

This Agreement applies to the following events and function space:

Date	Function Description	Start – End Time	Function Space	Set Up	# PPL	Room Rental
Fri 09-Mar-2018	Backup	7:00PM- 9:00PM	Great Room 2	Cocktail Rounds	40	
Fri 09-Mar-2018	Reception	7:00PM- 9:00PM	The Grove	Cocktail Rounds	40	\$500,00
Total						\$500,00

Rates do not include applicable state and local taxes, currently 9% = 7% Sales Tax on F&B total & service charge total + 2% supplemental state tax on F&B total only.

Function Space Rental Fee: \$500.00 (excluding taxes and other charges). A service charge, currently 25% of the function space rental fee (plus all applicable taxes) will be added to the function space rental fee. The entire service charge is paid directly to service staff. In case of bad weather and utilizing the backup space, the rental fee for any outside venues will be waived. See schedule of events, if applicable.

Assignment of Function Space: Hotel will provide Customer with Function Space in accordance with the schedule of events, based on the contracted number of people attending the event. Hotel may make reasonable substitutes to Function Space by notifying Customer.

Final Program: Customer agrees to provide its final program to Hotel no later than 21 days prior to 09-Mar-2018. In the event that a final program is not submitted by this date, Customer agrees that Hotel may at its option release all or part of space held for Customer.

Banquet Event Orders: Hotel will provide Customer with Banquet Event Orders ("BEOs") that specify and confirm the specific details and terms and conditions for each event including, final menu selections, pricing, room set up and decor.

Food & Beverage: Due to licensing requirements and for quality control, all food and beverage served at Hotel must be supplied and prepared by Hotel. Menu prices will be confirmed on Banquet Event Orders (BEOs). A service charge, currently 25% of the total food and beverage revenue (plus all applicable taxes), will be added to all food and beverage charges. Included as part of the service charge is a gratuity (currently 7% of total food and beverage revenue) that is paid directly to food and beverage service staff. The remainder of the service charge is retained by Hotel to cover non-itemized costs of the event. No other fee or charge, including administrative fees, set up fees, labor fees, or bartender or food station fees, is a tip, gratuity, or service charge for any employee.

Minimum Revenue: This Agreement will generate revenue for Hotel from a variety of sources, including guest rooms, food & beverage, and charges for ancillary services. The minimum revenue anticipated by Hotel under this Agreement (excluding taxes)

Total Minimum Revenue:	\$14,380.00
Estimated Other Revenue:	\$ 500.00
Minimum Food & Beverage Revenue (based on committed food & beverage minimum):	\$ 4,000.00
Minimum Guest Room Revenue (# of room nights in Room Block x average Rate):	\$ 9,880.00

If Customer does not fulfill all of its commitments or cancels this Agreement, Customer agrees that Hotel will suffer damages that will be difficult to determine. The "Attrition" and "Cancellation" provisions below provide for liquidated damages agreed upon by the parties as a reasonable estimate of Hotel's losses and do not constitute a penalty of any kind.

Attrition: Customer will meet its minimum revenue requirements under this Agreement if it fulfills its Adjusted Minimum Room Revenue based on the attrition allowances below:

Adjusted Minimum Guest Room Revenue: 90% of \$9,880.00 = \$8,892.00

These attrition allowances do not apply if Customer cancels the Agreement or does not hold/the event at Hotel. If Customer holds

Page 2 of 6

Customer Initials Hotel initial

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its event at Hotel, but does not fulfill its Adjusted Minimum Room Revenue commitment it will pay Attrition Damages (plus all applicable taxes) as a reasonable estimate of Hotel's losses as follows:

Guest Room Attrition Damages equal:	
Adjusted Minimum Guest Room Revenue minus	
actual guest room revenue	

Cancellation: If Customer cancels this Agreement, Customer will provide written notice to Hotel, accompanied (except in the case of a Force Majeure) by payment of the amounts indicated below:

From the Agreement Date to 121 days prior to 09-Mar-2018 :	60% of Total Minimum Revenue = \$8,628.00
From 120 days to 31 days prior to 09-Mar-2018:	80% of Total Minimum Revenue = \$11,504.00
From 30 days or less prior to 09-Mar-2018:	100% of Total Minimum Revenue = \$14,380.00

The parties agree that the amounts included in this Cancellation clause are reasonable estimates of the losses that would be incurred by Hotel and factor in Hotel's ability to mitigate its losses through resale.

Payment Options: Payment will be made as indicated below. Please check applicable option.

	Customer Pays	<b>Guest Pays</b>
Guest rooms (including taxes):		×
Event Food & Beverage (including taxes, service charges):	x	
Incidental charges:		×

Master Account: Hotel will set up a "Master Account" for Customer for payment of charges under this Agreement. Customer must review all charges billed to the Master Account to ensure accurate billing.

Deposits: A deposit of \$5,500.00 is due with the signed contract. A credit card form must be completed and returned with signed agreement in order to guarantee final payment. Group agrees to supply credit card for the hotel to keep on file guarantee of final payment.

Payment: If Customer will pay using a credit card honored by Hotel, a valid credit card must be provided to Hotel no later than 10-Mar-2017, and all Master Account charges will be charged to such credit card at departure.

Guest Deposits: A deposit equal to one-night room and tax will be charged at the time a guest makes a room reservation, and upon check-in, will be applied towards the guest's bill. Deposits paid by guests are refundable if notice is received by Hotel at least seven (7) days prior to arrival and a cancellation number is obtained.

### Concessions:

- Waived resort fee service charge (\$35.00 plus tax per night)
- Complimentary WI-FI in all guestrooms
- Two (2) staff rooms at reduced guestroom rate
- One (1) complimentary amenity for Oasis Suite at Hotel's discretion
- 20% off BLISS Spa services

Use of Event and Function Space: To protect the safety and security of all Hotel guests and property, Customer will obtain Hotel's advance written approval before using Items in event and function space that could create noise, noxious odors or hazardous effects (e.g., loud music, smoke or fog machines, dry ice, confetti cannons, candles, or incense) and before engaging in any activities outside of the reserved function rooms (e.g., registration table). Customer will obtain any required Fire Marshall or other safety approvals, and will pay any expenses incurred by Hotel as a result of such activity, such as resetting smoke or fire alarms or unusual cleanup costs.

Security: Hotel does not provide security in the event and function space and all personal property left in the event or function space is at the sole risk of the owner. Customer will advise its attendees that they are responsible for safekeeping of their personal property. Hotel may reasonably require Customer to retain security personnel in order to safeguard guests or property in Hotel. Security personnel are not authorized to carry firearms without advance Hotel approval.

Competitor Meetings: Hotel agrees to not book any group business, i.e. sleeping rooms and meeting space, for any other political parties. Please note Hotel is not responsible for individual parties securing guestrooms reservations independently.

Ancillary Services: Hotel may provide, or contract with third parties to provide, ancillary services (e.g., A/V, drayage, florists,

Page 3 of 6

Customer Initials

Hotel initials

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exhibitors) to Customer for additional charges. Except with respect to certain services (e.g., rigging services), Customer may use its own vendors for such services provided that Customer's proposed vendors meet minimum standards established by Hotel, including insurance and indemnification requirements. With respect to audiovisual services, if Customer wishes to use its own vendor, it will be required: (1) to pay for and to have technicians from Hotel's full service, on-site audiovisual production service company, Audio Visual Services Customer, Inc. d/b/a Presentation Services ("PSAV"), present at its event due to Hotel's Collective Bargaining Agreement with PSAV; and (2) will be required to sign, and have its audiovisual vendor sign, an acknowledgement of Hotel's Audiovisual Service Standards at least 45 days prior to 10-Mar-2017.

Construction: Hotel will promptly notify Customer of any construction or remodeling to be performed in Hotel over the Event Dates other than routine maintenance and Hotel will use all commercially reasonable efforts to insure that any such occurrence will not materially interfere with Customer's use of Hotel. Should construction or remodeling be mutually determined by Customer and Hotel to materially interfere with Customer's event, Customer will have the right to terminate this Agreement without liability with written notice to Hotel as long as such notice is given within 30 days of Customer's receipt of notice of such construction or remodeling.

**Relocation:** If any guest room reservation cannot be accommodated by Hotel, Hotel will provide: (1) accommodations at a comparable Hotel reasonably nearby at no charge for the first night; (2) one complimentary round trip ground transportation between Hotel and the alternate hotel for each day the guest is displaced; (3) one 5 minute phone call and necessary arrangements for forwarding of the displaced guest's telephone messages and mail; (4) an offer to relocate the displaced guest back to the first available guest room; (5) upgraded accommodations at Hotel upon return (if available) and a welcome expression from the General Manager; and (6) credit to Room Block for any nights that guests are displaced.

Disclosure: Customer will be responsible for determining to whom it needs to disclose any terms of this Agreement, including any commission or rebate that it may receive. Customer will disclose to all Customer attendees the type and amount of all automatic and mandatory charges that will be charged to them by Hotel.

Laws and Policies: Each party will comply with all applicable federal, state and local laws (including the Americans with Disabilities Act) and Hotel rules and policies. Customer will be responsible for providing its disabled members with auxiliary aids in connection with any Customer events or activities. Upon Customer's reasonable request, Hotel will cooperate with Customer to provide services on behalf of Customer's disabled attendees.

Smoke Free Policy: Hotel is a smoke free hotel. Restaurants on property that are not operated by Hotel may not participate in the smoke free policy. To protect the smoke free environment, Hotel will post a \$200 cleaning fee to the account of any guests who smoke in their guest room. To ensure the cooperation and comfort of Customer's attendees, Customer agrees to advise its attendees of the smoke free policy in writing.

Privacy: Customer will obtain all necessary rights and permissions prior to providing any personally identifiable information ("PII") to Hotel, including all rights and permissions required for Hotel, Starwood Hotels & Resorts Worldwide, Inc. ("Starwood"), Starwood affiliates, and service providers to use and transfer the PII to locations both within and outside the point of collection (including the United States) in accordance with Starwood's privacy statement (www.starwoodhotels.com/corporate/privacy\_policy.html) and applicable law.

Confidential information: Customer and Hotel will each take reasonable steps to keep all confidential information provided by the other party confidential and to identify information as confidential when shared. Confidential information will not include: (1) information that is publicly available; (2) PII, which will be handled by the parties in accordance with the "Privacy" provision above; or (3) information that is left or discarded in event rooms, public space or guest rooms.

Insurance: Each party will maintain insurance sufficient to cover any claims or liabilities which may reasonably arise out of or relate to its obligations under this Agreement and will provide evidence of such insurance upon request.

Indemnification: Each party will indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims resulting from its breach of this Agreement or the negligence, gross negligence or intentional misconduct of such party or its officers, directors, employees, agents, contractors, members, or participants. Neither party will be liable for punitive damages.

Dispute Resolution: The parties will resolve any claim or dispute arising out of or relating to this Agreement through binding arbitration before one arbitrator conducted under the rules of the American Arbitration Association or JAMS in the state and city in which Hotel is located. The law of the state in which Hotel is located will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or litigation arising out of or relating to this Agreement or the enforcement of any arbitration award, the prevailing party will recover attorneys' fees and costs including expert witness and arbitration fees and pre- and post-judgment interest. Each party will be responsible for attorneys' fees and interest associated with the other party's efforts to collect monies owed under this Agreement.

Force Majeure: If acts of God or government authorities, natural disasters, or other emergencies beyond a party's reasonable control make it illegal or impossible for such party to perform its obligations under this Agreement, such party may terminate this

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Page 4 of 6

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Agreement upon written notice to the other party without liability.

Notice: Any notice required or permitted by the terms of this Agreement must be in writing.

Assignment: Customer may not assign or delegate its rights or duties under this Agreement without Hotel's prior approval.

Severability: If any provision of this Agreement is held to be invalid or unenforceable that provision will be eliminated or limited to the minimum extent possible, and the remainder of the Agreement will have full force and effect.

Waiver: If either party agrees to waive its right to enforce any term of this Agreement, it does not waive its right to enforce any other terms of this Agreement.

This Agreement constitutes the entire agreement between the parties, supersedes all other written and oral agreements between the parties concerning its subject matter, and may not be amended except by a writing signed by Hotel and Customer.

**ACCEPTED AND AGREED TO:** 

IRL-PAC

Maytee Sanz

Date

W South Beach, as owner of W South Beach

Ву

Christine Judson Director of Group Sales

Date

Page 5 of 6

Customer Initials

Hotel initials

27

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### **SPG PRO PROVISIONS**

Award of Benefits: Certain benefits awarded through the Starwood Preferred Guest program ("SPG"), including Starpoints and eligible nights (collectively, "Benefits"), are available for business contracted through the sales and catering departments of participating Starwood hotels. Group acknowledges that such Benefits have been offered in connection with this Agreement, and Group consents to the awarding of Benefits to the individual(s) listed below (each a "Group Recipient"). Once Group has departed the Hotel's facilities and full payment is received by Hotel, Benefits will be awarded to the Group Recipients in accordance with the SPG terms and conditions <a href="http://www.starwoodhotels.com/preferredguest/legal/spg\_terms.html">http://www.starwoodhotels.com/preferredguest/legal/spg\_terms.html</a> (the "SPG T&Cs").

Member Name	Starwood Preferred Guest Membership Number
1. MAYTEE SANZ	
2.	
3.	· value and a second a second and a second a

Each Group Recipient will earn (a) an amount of Starpoints based on (i) his or her status in SPG and (ii) the total amount of eligible event charges that are paid for the Event ("Event Charges") divided by the number of Group Recipients and (b) an amount of eligible nights based on the total number of guest rooms paid for under this Agreement ("Paid Rooms") divided by the number of Group Recipients, in each case, subject to the SPG T&Cs.

Limitations on Award of Benefits: Except for any attendees of the Event that pay for their own guest room, no individual other than a Group Recipient will be eligible to earn any Benefits for Event Charges or Paid Rooms. Group and Hotel must execute a written amendment to this Agreement to change any Group Recipient. Group acknowledges that each Group Recipient must be a member of SPG in good standing, must be employed by Group at the time the Benefits are awarded, and must be eligible to receive the Benefits under applicable laws, gift policies and Incentive policies. Only three Group Recipients may receive Benefits. Any Benefits may be cancelled if (x) it is determined that any Group Recipient was not authorized by Group to receive, incorrectly received, or was ineligible to receive, the Benefits, (y) Hotel is no longer participating in SPG for any reason at the time of the Event or (z) SPG, or any applicable Benefit, is modified, cancelled or discontinued for any reason.

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# Amelia Island PAC Retreat Friday, May 4- Sunday, May 6, 2018 Ritz Carlton Amelia Island

In preparation for our Annual Amelia Island PAC Retreat, we are starting our registration early in an effort to accommodate everyone. Registration is limited to Members and spouse, up to two children under the age of 18. You have the option of reserving a standard room in the hotel or a two-bedroom condo. This highly anticipated educational policy focused weekend fills quickly. Please complete information to reserve your space:

Tentative Schedule of Events: (subject to change)
Friday, May 4, 2018

Welcome Reception

6pm

Members Only event

7pm

Saturday, May 5,

2016

Policy

**Briefings** 

8am

Main Street

Dinner

7pm

Sunday, May 6, 2016

Policy

**Discussions** 

9am

# YOU'RE INVITED!



JOIN

# CONGRESSWOMAN ILEANA ROS-LEHTINEN

# FOR A BRUNCH

SUNDAY, SEPTEMBER 30TH 2018

10:00AW TO NOON AT THE 3 WEST CLUB 3 WEST 51ST STREET NEW YORK, NY 10019

\$250 PER PERSON

PLEASE MAKE PERSONAL OR PAC CHECKS PAYABLE TO "IRL PAC"

## TO RSVP:

# MAYTEE.RLC@GMAIL.COM OR (786) 202-4305

Contributions to IRL PAC are not deductible as charitable donations for federal income tax purposes. Federal law requires us to use our best efforts to obtain and report the name, mailing address, employer and occupation for each individual whose contributions aggregate in excess of \$200.00 during the calendar year. Individuals may contribute a maximum of \$5,000 per year. Contributions from foreign nationals and corporations are prohibited.

PAID FOR BY IRL PAC

and not authorized by any candidate or candidate's committee P.O. BOX 52-2784 MIAMI, FL 33152



August 16, 2018

Irl Pac PO Box 52-2784 Miami, FL 33152

Dear Maytee:

Thank you for selecting the 3 West Club for your upcoming event on Sunday, September 30, 2018. Attached you will find a copy of our Catering Agreement for your review. In order to confirm these arrangements, we request that you sign and return one copy of the agreement along with the requested initial deposit (non-refundable) of 30% of the estimated event costs, and retain one copy for your files.

I look forward to working with you in assuring you the finest of personal service and attention for which the 3 West Club is noted.

Sincerely, Louise Scrivines Director of Marketing and Sales

Contract Date: 08/16/2018 09:45 AM

Function #: 8232

Initia Page 1 or 8



Event Name:	Ileana Ros-Lehtinen PAC Brunch	Member Name:	Irl Pac
Contact:	Maytee Sanz	Account Number:	X9500
Address:	PO Box 52-2784,	Salesperson:	Louise Scrivines
	Miami, FL 33152		

100		Func	tion Details			
Date	Start-End Time	Function	Setup	Ехр	Room	Rental
09/30/2018	10:00 AM - 01:00 PM	Brunch	Rounds	25	Lincoln Room	\$500,00

### Banquet Terms & Conditions

All reservations and agreements are subject to the rules and regulations of the Club in addition to the following conditions:

- Once you (client) sign and return one copy of this agreement with the initial deposit (non-refundable) of 30% of the estimated event costs, your reservation is confirmed. The deposit will be applied to the remaining balance of your final bill. This agreement is due no later than Friday, August 24, 2018. If not received, your reservation will be released.
- 2. Event space is routinely assigned based on the expected (Exp) number of people to attend and the requirements of the room set-up. The more you information you provide us with, the better chance we have of meeting your needs. Generally, the room we assign your event is available to you one (1) hour prior to your event and one (1) hour after your event. If additional time is needed, additional rental fee will apply. If the expected attendance should change require a different event space, please notify us as soon as possible. Depending on availability, we will make any necessary adjustments in event space assignments and rental charges. Occasionally, circumstances beyond our control exist. We reserve the right to change the event space to best accommodate you and your guests.
- 3. During the course of planning, we will have an opportunity to discuss three different guest count numbers. They are expected (Exp), the guaranteed (Agr) and the actual (Act) count. The final guaranteed number of guests is required no later than 12:00 PM three (3) working days prior to event. It is your responsibility to provide us with the guaranteed number. If we are unable to obtain the guaranteed number, the expected number will become the guaranteed number that you will be financially responsible for. This number is NOT subject to reduction once it is passed the deadline.

Chef prepares his food only for a 5% increase over your final guaranteed (Agr) number.

Contract Date: 08/16/2018 09:45 AM

Function #: 8232

nitia Page 1018



Clients asking for the room to have additional seating above the guaranteed number given will only be accommodated by 5%. Please plan accordingly to ensure the final number given is correct. Please note a final manual head count will also be done on the day of the event by the banquet team and the client will be asked to sign off on a final head count to confirm their numbers which will be considered final for billing purposes.

Contract Date: 08/16/2018 09:45 AM

Function #: 8232

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4. Payment: 75% of the estimated event costs (less the deposit) based on the expected number will be due ten (10) days prior to the event date. Any additional charges will be added to final bill and will be due the day of the event date. Your final balance will reflect charges for the guaranteed count or the actual count, whichever is greater. Any balance remaining unpaid three (3) days after the event will be subject to a 2% finance charge, to be applied each month until balance is paid in full. All payments must be made by check or credit card. Please contact Catering for specific details. (see payment schedule)

Payment Schedule		
Due Date Amount Due		
August 24, 2018	\$482.82	
September 20, 2018	\$844.94	
October 01, 2018	\$281.65	

- 5. Should it be necessary for you to cancel this function or change the date after this agreement is signed, all deposit payments made in association with this event are fully non-refundable and/or non-transferable. If cancelation occurs within 30 days prior to the event, all payments made are non-refundable, in addition to you will be responsible for 75% of the estimated event costs. If cancelation occurs within 10 days prior to the event, you will be responsible for 100% of the estimated event costs.
- 6. The final menu selections and event floor plan are due 10 days prior to the event. If you have more than one selection of entrees, you must provide place card labels for your guests corresponding to their selections.
  - Any menu changes that occur within 10 days of event date are subject to a \$100+ penalty fee depending on change requested by client. Please check with the catering department.
- 7. All food and beverages, except special event cake or special needs food/beverage, must be purchased from 3 West Club and served by our staff. Outside food & beverages are not allowed onto the Club by the client or any of the client's guests. If restrictions are violated, a \$500.00 penalty will apply!
  Due to health concerns and other factors all remaining food and beverages cannot be taken off the premises including meals for guaranteed guests that are unable to attend. All food and beverages must be consumed at the 3 West Club and may not leave the 3 West Club premises at the end of contracted event.
- 8. By law, the 3 West Club is responsible for monitoring the consumption of alcohol. Guests must be at least 21 years old to consume alcohol and must have valid identification. Any guest abusing their alcohol consumption will be denied service and may be requested to

Contract Date: 08/16/2018 09:45 AM

Function #: 8232

Page 1018



leave the premises. The client and the client's guests are not allowed to remove alcohol beverages from the function areas that is contracted.

- 9. New York City sales tax of 8.875% is applicable to all charges. An Administration Fee of 22%, no gratuity included, will be added to all food and beverage charges. All tax exempt organizations must provide a tax exempt certificate (ST. 119.1). If a copy is not received by the date of the event, sales tax will be charged.
- 10. It is a requirement of the Club to have one Coat Check/Lounge attendant on staff during each event held from January -April and October -December months. For events with more than 150 guests, an additional attendant is required. If your event is held within the months listed, a \$150 per attendant plus tax will be added to your final bill. For Weddings, a Coat Check/Lounge attendant is a requirement year round and will automatically be added to your final bill.
- 11. A bartender fee of \$150.00 (per bartender) will be applied to any bar service selected. For events with more than 75 guests, an additional bartender is required.
- 12. A cashier fee of \$150.00 (per cashier) will be applicable if cash bar service is selected. For events with more than 75 guests, an additional cashier is required.
- 13. A labor fee of \$150.00 will be applicable for any event group with 30 guests or less, no exceptions.
- 14. Rental of the Club's basic audio visual equipment are additional charges plus tax. Please contact our Catering Department for pricing and availability. Note: Rental of the Club's AV equipment does not include a technician for your event. Our staff will set up the equipment and ensure it is working and ready for your event. Technicians may be hired from outside AV companies. Please refer to our Preferred Vendor lists for a list of companies.
- 15. Your safety and security is important to us. The Club reserves the right to inspect and control all private functions. Our staff will ensure you and your guests are in a comfortable environment. By working together, we can help create an incident free experience. The client and his/her guests are prohibited from accessing or wandering into areas not contracted on this agreement, including employee restricted areas such as the kitchen and pantry. If violated, a \$500.00 penalty will apply!

The Client agrees to conduct the Event in an orderly manner and in full compliance with applicable laws, regulations and rules, including without limitation, laws and regulations

Contract Date: 08/16/2018 09:45 AM

Function #: 8232

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governing the consumption of alcoholic beverages as well as the policies and procedures of the 3 West Club as attached on this contract. The Client assumes full responsibility for the conduct of its guests, invitees and others attending the Event, and for any damages occurring to any part of the 3 West Club caused by or resulting from the conduct or activities of any quest, invitee or other person attending the Event. The 3 West Club reserves the right to exclude or eject any person (s) from the 3 West Club for violations of this paragraph, and the Client agrees that the 3 West Club shall not incur any liability by reason thereof.

- 16. Children parties must be chaperoned by an appropriate number of adult chaperones, which the number is to be determined by the 3 West Club in its discretion.
- 17. The client is responsible for any loss or damages incurred by the hotel and/or its guests and staff as a result of actions by the client's guests, attendees, employees, independent contractors or other agents under the client's control.
- 18. The client agree(s) to hold harmless 3 West Club and their officers, employees, agents or instrumentalities (indemnified parties), from any and all claims, liabilities, demands, suits, causes of actions or proceedings of any kind or nature, losses or damages including attorneys' fees and costs of defense. Which the indemnified parties may incur arising out of the negligence, error, omission, international acts, or other cause arising out of or resulting from the use of the 3 West Club facilities by the Client, its guests, agents or others affiliated or associated with the Client. The obligation to hold harmless specifically includes claims, liabilities, demands, suits, causes of actions or proceedings arising from the negligent acts or omissions, of the indemnified parties or Act of God or Act of Terrorism, outside the control of the 3 West Club.
- 19. Smoking is NOT permitted on all premises of the Club. If violated, a \$500.00 penalty will apply!
- 20. Decorations: You are responsible for set-up and removal of all decorations and party favors. Due to the quality of furnishings, the Club requests that nothing be posted, nailed, taped, screwed or otherwise attached to the columns, walls, floors, or other parts of the building. Rice or confetti may not be thrown. If restrictions are violated, a \$500.00 penalty will apply!
- 21. Shipping, Receiving and Storage: All parcels can be delivered and securely stored no more than two (2) days prior to the event date with notification to the Catering Department. The Club has limited storage therefore please arrange delivery accordingly. Client is responsible

Contract Date: 08/16/2018 09:45 AM

Function #: 8232

Initial // Page 0/8



for arranging all parcel shipments at the conclusion of the event. The following information must be included on all parcels to insure proper delivery:

Louise Scrivines, 3 West Club	Function #: 8232	
	Event Date: 09/30/2018	
Event: Ileana Ros-Lehtinen PAC Brunch	Room: Lincoln Room	

- 22. The Club will not be held responsible for the loss or damages of any equipment, merchandise or materials brought onto the Club prior to, during, or left behind following the client's function.
- 23. Business Casual Attire is required throughout the Clubhouse. Prohibited clothing in the clubhouse are as follows: Jeans, designer denim apparel and other denim clothing, shorts, Capri, clam digger and cargo pants, t-shirts, halter-topped sportswear and bare midriff tops, mini-shirts, workout or warm-up suits, beach or thong sandals and sneakers or other athletic shoes.
- 24. Food & Beverage, Audio/Visual, Labor prices and terms & conditions are subject to change without notice until an event is confirmed with a non-refundable deposit and agreement is signed.
- 25. Rental of the Club's Chair Covers (white only), Candelabras, Special Order Colored Overlays, or Charge Plates are additional charges plus tax. Please contact catering for pricing and availability.
- 26. Special Requests regarding the food service must be made 10 days in advance of the event date. This includes: Kosher meal orders, Gluten Free meals or Client Allergies.
- 27. Clients who host events which require the use of outside vendors including but not limited to: DJ/Band, Photographer, Wedding Planner, Event Planner, or Videographer are required to pay for their meals as part of their event. Vendor meals are priced at \$45.00 each plus tax and administration and the menu selection is at the chef's discretion. A final headcount for vendor meals will be due 10 days prior to function. Please contact your catering manager for questions.
- 28. Any special liquor, beer or wine requests not included in the 3 West Club bar package selected by client will be charged a \$75 fee plus consumption pricing on the special order bar item plus tax and administration fee. This includes special orders of beer, wine or

Contract Date: 08/16/2018 09:45 AM

Function #: 8232

Initial Page 7 018



liquor not currently outlined in the bar package offerings. All special order requests for the bar must be requested at least 10 days in advance of the function.

- 29. Each event will be staffed with a supervisor, either a Banquet Manager, a Captain or a Head Waiter. They will be the person in charge of your event. Please bring to their attention any issues regarding your event so they may be of service to ensure the event runs seamlessly.
- 30. Confidentiality: The terms and conditions of this agreement are absolutely confidential between the parties and shall not be disclosed to anyone else, except as *shall* be necessary to effectuate its terms.

The agreement information shall be considered accepted once the stated party has signed below.

Authorized Signature

Title

U U

Director of Marketing and Sales Signature

Title

Date

Contract Date: 08/16/2018 09:45 AM

Function #: 8232

Initia Page of 018