



BID TO HOST THE 74TH FAI ISC PLENARY MEETING

DoubleTree by Hilton Hotel Orlando at SeaWorld

Orlando, Florida, USA

1. ORGANIZERS

United States Parachute Association

5401 Southpoint Centre Blvd.
Fredericksburg, VA, 22407 USA

ISC Delegate for USA

Jim Rees
Phone: +1 (781) 330-9296
Email: jimreesma@gmail.com

Plenary Meeting Points of Contact

Albert Berchtold
USPA Executive Director
aberchtold@uspa.org
Phone: +1 (540) 604-9740, ext 325

Steve Hubbard
USPA Director of Competition
shubbard@uspa.org
Phone: +1 (540) 604-9740, ext 332

2. ACCOMMODATION DETAILS

The meeting will be held at the DoubleTree SeaWorld Hotel in Orlando, Florida, USA. (Location subject to change until contract with ISC & Host hotel is executed)

The DoubleTree SeaWorld Hotel is a conference hotel conveniently located only 12.4 miles (approximately 15 minutes by car) from Orlando International Airport (MCO).

The hotel features 1042 guest rooms, a large conference center, several restaurants and bars, an outdoor pool, and an on-site fitness center.

The standard rooms are bright and clean with either a king-size bed or two queen-size beds.

DoubleTree by Hilton Hotel Orlando at SeaWorld
10100 International Dr.
Orlando, Florida, 32821 USA
+1 (407) 352-1100



3. FACILITIES FOR ISC PLENARY MEETING

One large conference room for the open meetings and the committees and working group meetings (up to 200 seats in a school room configuration). Very open and spacious, it will also be configured with the standard audio and video equipment to facilitate the meetings taking place.

Three smaller meeting rooms with boardroom seating for the different committees and working groups to host their meetings.



4. DATE OF EVENT

Full stay:

The ISC Open Meetings and Plenary Meeting will take place from 31 January 2024 to 04 February 2024.

Arrival Day – 30 January 2024

Departure Day – 04 February 2024

Plenary only:

The ISC Plenary Meeting will take place from 03 February 2024 to 04 February 2024.

Arrival Day – 02 February 2024

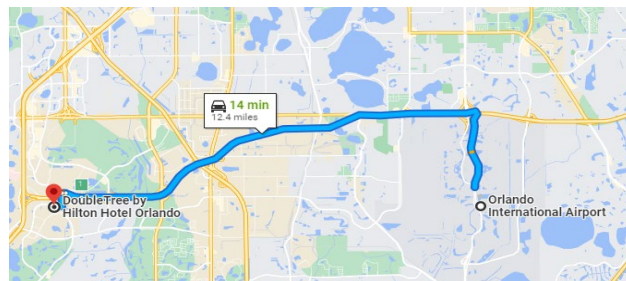
Departure Day – 04 February 2024

5. ARRIVAL AND DEPARTURE

We recommend flying to Orlando International Airport (MCO). The DoubleTree SeaWorld Hotel is approximately 15 minutes away by car. We recommend using either a taxi or Uber/Lyft and it should only cost approximately \$30.00-\$40.00 USD (at time of bid preparation).

The hotel is located on the very busy and popular International Drive, with plenty of shops, restaurants, and all other manner of entertainment located very close by and is accessible by foot or via the I-Drive Shuttle. It is also approximately 20 minutes away from the world-famous Disney theme parks, Universal Studios and SeaWorld.

Orlando's weather in February is typically warm and dry, with temperatures between 54°-74° F (12°-24° C) so you can leave your mittens at home.



6. ENTRY FEES

Full Stay

Arrival Day – 30 January 2024

Departure Day – 04 February 2024

- Single Room: \$1,300 USD
- Double Room: \$1,000 USD

Plenary Only

Arrival Day – 02 February 2024

Departure Day – 04 February 2024

- Single Room: \$800 USD
- Double Room: \$650 USD

The fees are per person.

Fees include:

- Single or double room from arrival day to departure day
- Breakfast and lunch (31 January 2024 to 04 February 2024 for Full Stay, 03 February 2024 to 04 February 2024 for Plenary Only)
- Farewell dinner on 03 February 2024
- Support personnel for registration, secretarial support, etc.
- One main meeting room for open meetings and plenary
- Three small rooms for committee meetings, etc.
- Hotel facilities
- Complimentary Parking (\$21.00 daily rate for non-registered guests)

Extra night before and/or after:

- Single room: \$185 (USD)
- Double room: \$205 (USD)

To receive this discounted rate, extra nights must be requested and booked through your official registration. Rooms not booked directly through your official registration subject to the resort's standard rates at the time of booking.

Accompanying person (in a double room, no conference entry, no lunch), includes breakfast & farewell dinner: \$600 (USD)

Accepted payment method is bank transfer.

The payment deadline for these fees will be 15 November 2023. Registrations received after this date will be subject to a \$120 USD late registration fee. Please note that we cannot guarantee that late registrations will have accommodation at this hotel or at the rates above.

Unregistered persons will not be granted access to the conference area, meeting rooms, meals or attendee amenities.

Prices are quoted in USD but will be payable in Euros at the prevailing exchange rate at time of registration.



HOST AGREEMENT

THIS AGREEMENT is made the.....day of20.....

BETWEEN: FÉDÉRATION AÉRONAUTIQUE INTERNATIONALE of Maison du Sport International, Avenue de Rhodanie 54, CH-1007 Lausanne, Switzerland("FAI")

and: THE FAI SKYDIVING COMMISSION of the same address ("The Commission")

and: The DULY APPOINTED REPRESENTATIVE OF FAI MEMBER of United States of America, United States Parachute Association(USPA) ("The Organizer")

WHEREAS:

(A)The FAI is the sole internationally recognized governing body for air sports worldwide.

(B)The FAI Skydiving Commission is the body within FAI responsible for the organization of the annual Plenary Meeting.

The Organizer has applied to the Commission to organize the annual Plenary Meeting in [year], commencing on [date] and ending on [date] ("the Meeting") and the Commission has agreed to appoint the Organizer to organize and host the Meeting.

NOW IT IS HEREBY AGREED as follows:

1.APPOINTMENT FAI hereby grants to the Organizer the sole and exclusive right to host the Meeting.

2.CONSIDERATION In consideration of FAI granting to the Organizer the right to the Organizer shall, give the undertakings, perform the obligations, and comply with the terms and conditions set out in this Agreement.

3.STAGING The Organizer shall observe all the provisions of and provide all the equipment listed in Annex 6 of the Commission Internal Regulations and shall abide by all the terms and commitments included in the accepted Bid document. The Commission may, should it elect to do so, appoint an individual to advise the Organizer on behalf of the Commission, on all technical and administrative aspects of the Meeting, on behalf of the Commission at any stage in the organization of the Meeting. The Organizer agrees to accept the reasonable recommendations of this person.

4.INDEMNITY The Organizer agrees to indemnify FAI and the Commission and their members, servants and/or agents against all costs (including legal costs), claims, damages and expenses made against, incurred or paid by FAI, the Commission and/or their members, servants or agents in respect of any claims whatsoever as a result of or arising out of any breach or default by the Organizer with respect to its obligations under this Agreement.

5.MEETING DEPOSIT The Organizer agrees to pay Euro 500, at the time the Bid to host the Meeting is accepted, in a manner acceptable to the Commission, to FAI, by way of deposit ("the Deposit"). The Deposit may be retained by the FAI if the Organizer fails to follow any of the requirements included in the ISC Internal regulations, especially Annex 6 and the terms of the Accepted Bid. The ISC Bureau will determine if the Organizer has failed in its commitments. If the ISC Bureau determines that the Organizer has met its commitments, the Deposit will be refunded as soon as possible after the Meeting has ended.

6.TERMINATION FAI may terminate this agreement forthwith upon notice in the event that the Organizer: Commits a material breach of any obligation under this Agreement which breach is incapable of remedy or cannot be remedied in time. Commits a material breach of any obligation under this Agreement, and if such breach is capable of remedy fails to so remedy such breach within 28 days of receiving notice from FAI requiring remedy. Enters into a composition or arrangement with its creditors, has a receiver or administrator or administrative receiver appointed or becomes insolvent or unable to pay its debts when they fall due.

7.ENTIRE AGREEMENT This Agreement, including the attached Schedule, and the ISC Internal Regulations contains the entire agreement of the parties and supersedes all other agreements between them and no variation of any of the terms or conditions of this Agreement may be made unless such variation is agreed in writing and signed by all parties to this Agreement. In the event of a conflict arising between this document and the ISC Internal Regulations, the terms of this Agreement will take precedence.

8.PERFORMANCE/ATTRITION In signing this Agreement, the Commission recognizes that the Organizer is required enter into a binding contract with the host hotel. This contract requires the Organizer to meet certain room, and food and beverage minimums as prescribed below. In execution of this contract, the Commission agrees to the below room and food and beverage performance requirements and will reimburse the Organizer should the Commission alter the meeting structure or plans, or cancel the meeting in a manner outside of reasons of Force Majure or COVID as allowed by the Organizer.

Room Block Performance-The rooms reserved in the Guest Room Block will generate \$51,600 in revenue for Hotel, exclusive of taxes or fees. While Hotel could require Group to guarantee the entire revenue amount, Hotel agrees as a concession to Group, that Group will not owe damages if it achieves 80%, or \$41,280 in guest room revenue. If Group's actualized guest room revenue is less than 80% it will pay liquidated damages equal to the difference between \$41,280 and the revenue achieved from rooms reserved and paid for in the Guest Room Block, exclusive of taxes and fees

Food and Beverage Performance-Group agrees to provide a minimum of \$25,000.00 in banquet food and beverage revenue, exclusive of tax, gratuity, or service charge. If Group's proposed menus will not meet this minimum, Hotel will advise Group and give it the option to enhance menus or add events to meet the minimum. If Group does not meet the minimum, it will pay liquidated damages equal to the difference between \$25,000.00 and the amount of banquet food and beverage revenue generated, exclusive of tax, gratuity and service charge.

9.CANCELLATION In the event the Commission cancels the event for any reason, including postponing the event, moving it to another venue, for business or economic reasons, or by failing to pay deposits when due, Commission will pay to Organizer a percentage of the Minimum Revenue for the event as liquidated damages as indicated in the chart below:

Cancellation Damages		
Date of Cancellation	% of Minimum Revenue Due	Amount
Date of Signing to: 5/15/2023	25%	\$19,150.00
5/16/2023 to 9/15/2023	50%	\$38,300.00
9/16/2023 to 12/15/2023	75%	\$57,450.00
12/16/2023 to arrival	100%	\$76,600.00

10.FORCE MAJEURE Neither Party will be liable for failure to fulfil its obligations under this Agreement to the extent that the failure is due to a Force Majeure Event. A “Force Majeure Event” means an event beyond a Party’s control which interferes with or prevents a Party from complying with its obligations under this Agreement including but not limited to: acts of war; domestic and/or international terrorism; civil riots or rebellions; pandemics, government mandated quarantines, embargoes and other governmental actions; or such other extraordinary, unforeseen circumstances, natural disasters or acts of God. To be excused hereunder, a Party’s inability or failure to perform must be beyond its reasonable control, must occur without its fault or negligence, may not be caused directly or indirectly by its own conduct or that of its personnel, and could not have been prevented or avoided through the exercise of reasonable diligence. A delay will be grounds for termination by either Party if the delay is not cured within ten (10) calendar days following the Party’s written notice of its intent to terminate. In addition, any pre-paid monies will be refunded. If the parties mutually agree that a valid Impossibility/Force Majeure event has occurred, and notwithstanding such fact, the parties mutually agree to proceed with the Event, then taking into account the nature of the unforeseen occurrence and its actual adverse effect on the Event, the parties agree to negotiate in good faith an amendment to the performance (attrition) clauses of this Agreement as may be necessary to reasonably accommodate both parties’ interests. Except for reasons of Force Majeure, Hotel will not have cause to cancel this Agreement.

11.COVID-19 The parties acknowledge and agree that as of the time of signing this Agreement, there is an existing pandemic involving COVID-19, as announced by the World Health Organization in March 2020. Given that currently there is no reliable information or data available to provide any reasonable expectation as to when the COVID-19 pandemic will likely subside in and around the Hotel’s location (or elsewhere), the parties wish to memorialize the terms of the following clause related to COVID-19, in which case this **COVID-19** clause will supersede any conflicting terms of the **Force Majeure** clause:

1. If the COVID-19 pandemic has continued such that there are government (local or national) imposed restrictions or recommendations on maximum meeting size and such restrictions or recommendations would apply to Group’s Event within the **90 days** prior to the scheduled Event dates, or if there are recommendations or travel advisories issued by the Centers for Disease Control and Prevention and/or the state/federal government within the **90 days** prior to the Event advising against non-essential domestic travel within the **United States** to or from the Hotel that would materially impact Group’s Event, then the Group may elect to terminate this Agreement without liability upon providing written notice to the Hotel, and any prepaid advance deposits will promptly be returned to the Group.
2. If the notice of termination is delivered to the Hotel at least **30 days** prior to the first arrival date, the Group shall not owe the Hotel any cancellation damages otherwise owed by Group to Hotel if the Event were cancelled by Group for reasons unrelated to COVID-19.

3. If the notice of termination is delivered to the Hotel 29 **days** or fewer prior to the first arrival date, the Group shall pay 25% of the applicable agreed liquidated cancellation damages (plus applicable taxes if required by law) that would otherwise be owed by Group if the Event were cancelled by Group for reasons unrelated to COVID-19

12.COVID19 INDEMNIFICATION Hotel and Group (individually, the “Indemnifying Party”) agree to indemnify, defend, and hold harmless the other party, its owners, officers, managers, members, directors, employees, contractors, agents, and representatives and their successors and assigns (collectively the, “Indemnified Party”) from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including reasonable attorney fees) arising either directly or indirectly from or related to any claims made by or against the Indemnified Party due to bodily injury, sickness, illness, loss of use, death, monetary loss, or any other injury from or related to allegedly contracting or actually contracting COVID-19 while traveling to or using Hotel facilities in connection with this Agreement, unless such injury results from the Indemnified Party’s gross negligence or willful misconduct.

13.GOVERNING LAW This Agreement shall be construed in accordance with and governed by English law and shall be subject to the non-exclusive jurisdiction of the English Courts.

14.DISPUTE RESOLUTION If a dispute arises between the FAI and the Organizer (the parties) concerning their respective rights under this Agreement the parties shall each appoint a senior representative (each empowered to make binding decisions on behalf of his or her appointer) and such representatives shall meet with a view to resolving the dispute. The parties agree that the appointment of their representatives and the scheduling of meetings shall be undertaken by each of them promptly and in good faith. The parties agree to accept as final the solution agreed by these senior representatives. Nothing contained in this clause shall preclude either party from applying to a court for urgent and/or injunctive relief.

SIGNED by:

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For and on behalf of
FÉDÉRATION AÉRONAUTIQUE
INTERNATIONALE
A duly authorized signatory

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