

**STATE OF FLORIDA
OFFICE OF THE ATTORNEY GENERAL**

IN THE MATTER OF:

MARRIOTT INTERNATIONAL, INC L01-3-2138

ASSURANCE OF VOLUNTARY COMPLIANCE

PURSUANT to the provisions of Chapter 501, Part II, Florida Statutes, the OFFICE OF THE ATTORNEY GENERAL, hereinafter referred to as the OAG, caused an investigation to be made into the advertising and business practices related to the charging of Automatic Hotel Charges (defined in Paragraph 5 herein) of Marriott International, Inc., with a principal business address of 10400 Fernwood Road, Bethesda, MD 20817.

Hereinafter Marriott International, Inc. and all of its subsidiaries, divisions or affiliates operating under the Marriott, JW Marriott, Renaissance, Courtyard by Marriott, Residence Inn by Marriott, Fairfield Inn, SpringHill Suites and TownePlace Suites brand names (excluding Franchised Hotels (as defined in Paragraph 3 herein) and Florida hotel properties that are managed by Marriott but owned by third parties which control the pricing policies and practices of such managed properties), and their present and former directors, officers, employees, agents, successors-in-interest, and assigns shall be collectively referred to as “Marriott.”

WHEREAS Marriott denies and does not admit that it has violated any law, it is prepared to enter into this Assurance of Voluntary Compliance (hereinafter referred to as the “Assurance”) for the purpose of resolving Investigation No. L01-3-2138, and the OAG, by and through the undersigned Deputy Attorney General, being in agreement, does accept this Assurance in

termination of its investigation in the above-entitled matter, pursuant to Section 501.207(6), Florida Statutes, and by virtue of the authority vested in the Office of the Attorney General by said statute. The OAG and Marriott hereby agree and stipulate to the following:

A. VENUE

1. The Parties agree that venue for any and all matters or disputes arising out of this Assurance, shall lie solely in Leon County, Florida.

B. FACTS

2. Marriott International, Inc. is a corporation organized under the laws of the State of Delaware. Marriott International, Inc. is qualified to do business in Florida.

3. Marriott International, Inc. owns and/or manages certain hotels in Florida under the Marriott, JW Marriott, Renaissance, Courtyard by Marriott, Residence Inn by Marriott, Fairfield Inn, SpringHill Suites and TownePlace Suites brand names. Marriott International, Inc. also licenses its brand names to third-party Florida hotel owners who, pursuant to the terms of individual franchise license agreements, retain control over the specific policies and practices of the respective franchised hotels (hereinafter referred to as “Franchised Hotels”).

C. DEFINITIONS

As used in this Assurance, and for purposes of this Assurance only, the following terms shall have the following meanings:

4. “Advertising” (including “advertisement” and “advertise”) means any message created and published by or at the direction of Marriott and/or a Participating Hotel (as defined in Paragraph 9 herein) directly to the general public or any segment thereof that promotes or is likely to promote directly or indirectly any good, merchandise, property, product, commodity, or

service offered by Marriott directly to the general public or any segment thereof. The term “advertising” includes messages conveyed by the name under which Marriott owns and/or manages its hotels, and includes, but is not limited to, messages conveyed visually, orally, or in writing:

a. In a newspaper, magazine, periodical, leaflet, flyer, catalog, brochure, circular, on or in packaging; in facsimile material; in any direct mail literature, including but not limited to notices, invoices and forms; in a telephone book or any other written, graphic, pictorial, illustrated or printed material;

b. On any recording, radio, television, video, computer, public address system, by a telephonic transmission, telex, facsimile or telecopier transmission or during any other transmission;

c. On an inside or outside sign or display;

d. In any point-of-sale literature, price tag, or sign;

e. During any in-person appearance or otherwise during any personal contact with the general public or any segment thereof.

5. “Automatic Hotel Charge” means and includes any automatic and/or hotel mandated charge that is imposed on guests, other than the nightly room rate and any governmentally imposed fees or taxes, (including, but not limited to, a resort fee, resort service charge, energy fee or surcharge, safe fee, safe warranty charge, transportation fee, or any other automatic and/or hotel mandated nightly or per person fee or charge however denominated).

6. “Clear and adequate disclosure” or “clearly and adequately disclose[d]” means that a statement, representation, claim, or term being conveyed is readily noticeable and

reasonably understandable by the persons to whom it is directed. The following, without limitation, shall be considered in determining whether a statement, representation, claim, or term is clearly and adequately disclosed:

a. whether it is of sufficient prominence in terms of size, placement, color, contrast, duration of appearance, sound, and speed, as to be readily noticeable and reasonably understandable by a person to whom it is directed acting reasonably in the circumstances;

b. whether it is presented to the person(s) to whom it is directed in a coherent and meaningful sequence with respect to other representations, statements, claims, or terms conveyed;

c. whether it is contradictory to any representations, statements, claims, or terms it purports to clarify, modify, or explain, or otherwise contradictory or confusing in relation to any other representations, statement, claim, or term being conveyed;

d. whether abbreviations are being used and if so whether they are commonly understood by the public or approved by federal or state law; and

e. whether, in print or electronic media or orally represented, it is in close proximity to the representations, statements, claims, or terms it clarifies, modifies, explains, or to which it otherwise relates.

7. The “Effective Date” of this Assurance shall mean and refer to the date on which this Assurance is fully executed by the parties.

8. “Group Contract” shall mean and include an agreement negotiated and entered into by a Participating Hotel and any group, association, corporation, organization, or any other

entity (hereinafter collectively referred to as a “Group”) that sets forth the negotiated room rates, hotel charges (including, but not limited to, Automatic Hotel Charges), governmentally imposed fees or taxes, and other terms and conditions governing the stays of guests staying at a Participating Hotel pursuant to such Group Contract (hereinafter referred to as “Group Guests”).

9. “Participating Hotels” shall mean and include the following hotels that are owned and/or managed by Marriott: Marriott Harbor Beach, Marriott Orlando World Center, Marriott South Beach, Marriott Doral, Marriott Marco Island, Renaissance Eden Roc, Marriott Miami Airport, Marriott Miami Biscayne, Marriott Fort Lauderdale Marina, Marriott Tampa Westshore, Marriott Tampa Airport, and Marriott Tampa Downtown.

10. “Representing” or “represent” means stating, orally or in writing, directly or indirectly, in substance or effect, and whether by affirmative statements, implications, or omissions.

11. “Transient Guest” shall mean a guest whose stay at a Participating Hotel is not governed by or reserved pursuant to the terms of a Group Contract.

D. AGREEMENT OF COMPLIANCE

12. **IT IS AGREED** by the parties that, for a period of two years commencing on the Effective Date of this Assurance (hereinafter the “Period”), the Participating Hotels shall not charge any Transient Guest any Automatic Hotel Charge.

13. **IT IS FURTHER AGREED** by the parties that, during the Period, Participating Hotels shall not negotiate or enter into any Group Contracts that provide for or permit any such hotel to charge any Automatic Hotel Charges to Group Guests who stay at a Participating Hotel pursuant to such Group Contracts.

14. **IT IS FURTHER AGREED** by the parties that, notwithstanding the provisions of Paragraphs 12 through 13 herein, the Participating Hotels may charge any Automatic Hotel Charge during the Period to Group Guests who stay at any such hotel pursuant to a Group Contract that was negotiated and entered into prior to the Period, provided:

a. Such Group Contract provides for and permits the Participating Hotel to charge Group Guests the specific Automatic Hotel Charge charged during the Period; and

b. The amount of the Automatic Hotel Charge is disclosed in the Group Contract; and

c. The existence and amount of the Automatic Hotel Charge is clearly and adequately disclosed to Group Guests reserving rooms pursuant to or under the terms of the Group Contract, in the following manner.

i. Reservations made via Marriott's Internet Website: Group Guests will receive via email from their group meeting planner or group organizer an Internet link to an individualized Marriott group booking website on which website they may reserve their rooms. During the process of reserving rooms on Marriott's internet website, the name and amount of any Automatic Hotel Charge shall be clearly and adequately disclosed to Group Guests prior to making a reservation and prior to indicating that he/she agrees to all terms and conditions relating to the reservations. If Marriott's process for making Internet reservations by Group Guests changes during the Period, the disclosure of Automatic Hotel Charges by Marriott shall meet at least the minimum disclosure requirements set forth herein.

ii. Reservations via Marriott's Toll-Free Reservation Telephone

System: If a Group Guest calls a Marriott toll-free telephone reservation number and in making a reservation tells the reservation agent that he/she will be staying pursuant to a Group Contract, the reservation agent will input the Group name or code number into Marriott's proprietary reservation system and a pop-up screen will appear instructing the agent to disclose the name and amount of any Automatic Hotel Charges that apply to that Group Guest's stay; the reservation agent shall clearly and adequately disclose the name and amount of any such Automatic Hotel Charge to the Group Guest before confirming the guest's reservation information and completing the reservation process. If Marriott's toll-free telephone reservation process for group guests changes during the Period, the disclosure of Automatic Hotel Charges by Marriott shall meet at least the minimum disclosure requirements set forth herein.

iii. Reservations made by calling a Participating Hotel: If a Group Guest calls a Participating Hotel to reserve a room and in making the reservation tells the Marriott hotel employee at the Participating Hotel who is responsible for accepting reservations on-site that he/she will be staying pursuant to a Group Contract, the Marriott hotel employee will be instructed to disclose the name and amount of any Automatic Hotel Charges that apply to that Group Guest's stay and shall clearly and adequately disclose the name and amount of any Automatic Hotel Charges that apply to that Group Guest's stay; the Marriott hotel employee shall disclose the name and amount of any such Automatic Hotel Charge to the

Group Guest before confirming the guest's reservation information and completing the reservation process.

15. **IT IS FURTHER AGREED** by the parties that Marriott and the Participating Hotels shall not represent or advertise any Automatic Hotel Charge as a "tax," "surcharge," "utility charge," or any term that may be reasonably construed as a required tax or other governmentally imposed fee, unless the charge is for a governmentally imposed tax or fee that the hotel is required by law to collect.

16. **IT IS FURTHER AGREED** by the parties that within five (5) days of the Effective Date of this Assurance, Marriott shall appoint a Liaison, at its sole discretion, who will, among other things, be responsible for acting as a direct liaison to the OAG and will have the specific responsibility of investigating and working in good faith to resolve any concerns regarding complaints directed to the Liaison by the OAG. The OAG agrees that it shall contact the Liaison and work with the Liaison in good faith to resolve any concerns arising from Automatic Hotel Charges or any other concerns relating to this Assurance.

E. ATTORNEYS' FEES AND COSTS

17. Within fifteen (15) business days of the Effective Date of this Assurance, Marriott shall pay to the OAG the sum of thirty thousand dollars (\$30,000) as reimbursement for its attorneys' fees and costs of investigation. This sum shall be deposited in the Department of Legal Affairs' Revolving Trust Fund, in accordance with Section 501.2101(1), Florida Statutes. Payment to the Legal Affairs Revolving Trust Fund shall be made by check payable to the Department of Legal Affairs' Revolving Trust Fund, and shall be delivered to Jorie Tress, Assistant Attorney General, Office of the Attorney General, 135 West Central Boulevard, Suite

1000, Orlando, Florida 32801.

F.CHARITABLE CONTRIBUTION

18. Marriott and the OAG will execute this Assurance on the same day in counterparts, and no later than one business day after such execution by both parties, Marriott shall deliver the sum of eighty thousand dollars (\$80,000) by wire transfer directly to Seniors vs. Crime Project, Bank of America, 5242 Little Road, New Port Richey 34655, Account Number 003739870773, Routing Number 026009593.

G. RELEASE

19. In exchange for the consideration set forth above, upon execution of this Assurance, the OAG agrees to release any and all claims, demands, rights and causes of action of any kind, nature, or description whatsoever, damages, statutory damages, penalties, losses, attorneys' fees, costs and expenses, and remedies of any nature whatsoever, at law or in equity, known or unknown, suspected or unsuspected, arising under or based upon, relating to or alleging violations of Florida's Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes or any other Florida statute, act, ordinance, or judicial or administrative decision or regulation governing or applying to advertising and business practices generally, that the OAG has or may have had at any time prior to the Effective Date of this Assurance against Marriott including, without limitation, the Participating Hotels and their respective predecessors, successors, and assigns, owners, partners, joint venturers, in connection with or that arise out of or relate in any manner whatsoever, in whole or in part, to any Automatic Hotel Charges imposed by Marriott, the Participating Hotels, any current or former Marriott owned and/or managed

Florida hotels, and any current or former Franchised Hotels at any time up to the Effective Date of this Assurance, which claims could have been asserted by the OAG, and which claims shall be fully, finally and irrevocably compromised, settled, released, and discharged with prejudice.

Provided, however: that nothing in this paragraph shall be deemed a release of claims, demands, rights and causes of action of any kind, nature, or description whatsoever, of individuals who are not named parties to this Assurance, nor of any remedy sought by such individuals for damages, statutory damages, penalties, losses, costs and expenses, or remedies of any nature whatsoever, at law or equity.

H. BUSINESS RECORDS

20. **IT IS FURTHER AGREED** by the parties that Marriott shall during the Period retain documents and other information reasonably sufficient to establish Marriott's and the Participating Hotel's compliance with Section D, Paragraphs 12 through 15 herein, and shall provide reasonable access to such documents and information to the OAG upon request, or provide copies of such materials to the OAG at the OAG's request. Marriott's and the Participating Hotel's failure to retain any particular document shall not constitute a per se violation of this Assurance.

I. MOST FAVORED SETTLEMENT

21. If, at any time prior to and during Period, the OAG enters into an agreement with any other hotel or group of hotels in Florida concerning any Automatic Hotel Charges that sets forth compliance provisions that are less restrictive or more favorable to the hotel(s) than the compliance provisions set forth in Section D, Paragraphs 12 through 15 herein, and Section H, Paragraph 20, of this Assurance, then Marriott and the Participating Hotels shall automatically be

entitled to such less restrictive or more favorable terms regardless of any terms in this Assurance.

J. NO ADMISSION OF LIABILITY OR WAIVER OF DEFENSES

22. This Assurance is not and shall not in any event be construed, deemed to be, and/or used as (a) an admission or evidence of the validity of any claim that the OAG has or could assert against Marriott or any of its hotels, or an admission of any alleged wrongdoing or liability by Marriott; and (b) an admission or evidence of any fault of omission of Marriott in any civil, criminal, or administrative proceeding in any court, administrative agency or other tribunal, other than such proceedings as may be necessary to consummate or enforce this Assurance, except that this Assurance may be filed and used in any action or proceeding in any court, administrative agency, or other tribunal to support a defense of *res judicata*, collateral estoppel, release, good faith settlement, accord and satisfaction, claim preclusion, issue preclusion, or any similar defense or counterclaim. Moreover, by entering into this Assurance and agreeing to the terms and conditions provided herein, Marriott does not intend to waive and does not waive any defenses it may have in any action or proceeding that has been or may be brought against it arising from any Automatic Hotel Charges imposed at any of its hotels.

23. Notwithstanding its agreement to enter into this Assurance and agree to the terms and conditions provided herein, Marriott denies any wrongdoing or liability of any kind whatsoever arising from Automatic Hotel Charges.

K. APPLICATION, EFFECT, AND OTHER TERMS

24. Nothing herein shall be deemed to be an approval by the OAG of the practice of charging any Automatic Hotel Charge, or any method or manner of advertising or otherwise representing any Automatic Hotel Charge to the general public of any segment thereof.

25. No waiver, modification or amendment of the terms of this Assurance shall be valid or binding unless made in writing, signed by the Party to be charged and then only to the extent set forth in such written waiver, modification, or amendment.

26. No waiver of any term, provision, or condition of this Assurance, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver.

27. This Assurance shall be governed by, construed, and enforced exclusively in accordance with and subject to the laws of the State of Florida, including, but not limited to, its choice of law principles.

28. If any clause, provision, or section of the Assurance shall, for any reason, be held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other clause, provision, or section of this Assurance, and this Assurance shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section, or other provision had not been contained herein.

29. Marriott and the Participating Hotels shall inform their employees and agents who are responsible for implementing the obligations set forth in this Assurance of the substantive terms and conditions of this Assurance, in a manner and by a means in Marriott's sole discretion. Marriott's and the Participating Hotel's failure to inform any particular employee or agent of the terms and conditions of this Assurance shall not constitute a per se violation of this Assurance.

30. Marriott International, Inc. agrees that it shall not effect a change in its

organizational identity for the purpose of avoiding the terms and conditions set forth in this Assurance.

31. In accordance with Section 501.207(6), Florida Statutes, violation of this Assurance by Marriott and the Participating Hotels may subject Marriott to civil penalties and sanctions provided by law and payment of attorneys' fees and costs incurred in enforcing the provisions of this Assurance.

32. Except as expressly agreed by the parties, this Assurance contains the entire agreement between the parties and supersedes all prior and contemporaneous agreements, arrangements, negotiations and understandings between the parties hereto, relating to the subject matter hereof. There are no other agreements, understandings, statements, promises or inducements, oral or otherwise, contrary to the terms of this Agreement. No representations, warranties, covenants or conditions, express or implied, whether by statute or otherwise, other than as set forth herein have been made by any party hereto.

33. This Assurance may be executed in counterparts. All executed counterparts and each of them shall be deemed to be one and the same Assurance. This Assurance shall become effective upon its execution by Plaintiffs and Marriott.

IN WITNESS WHEREOF, Marriott International, Inc. has caused this Assurance of Voluntary Compliance to be executed by _____ as _____ of Marriott International, Inc., as a true act and deed, in _____ County, this _____ day of _____, 2005.

By my signature I hereby affirm that I am acting in my capacity and within my authority as _____ of Marriott International, Inc., and that by my signature I am binding the corporation to this agreement.

Marriott International, Inc.
By: _____, _____

STATE OF _____
COUNTY OF _____

BEFORE ME, an officer duly authorized to take acknowledgments in the State of _____ personally appeared _____, as _____ of Marriott International, Inc., and acknowledged before me that he/she executed the foregoing instrument for the purposes therein stated, on this _____ day of _____, 2005.

Sworn to and subscribed before me
this _____ day of _____, 2005.

(print name)
NOTARY PUBLIC

(Print, type or stamp commissioned name of Notary Public)

Personally known _____ or Produced Identification _____ (check one)

Type of Identification Produced: _____

Accepted this _____ day
of _____, 2005.

JORIE L. TRESS
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