

IN THE CIRCUIT COURT OF THE 15TH
JUDICIAL CIRCUIT, IN AND FOR PALM
BEACH COUNTY, FLORIDA

GENERAL CIVIL DIVISION

CASE NO:

50 2009 CAU 2082 1XXXX ME

FLORIDA SECURITY COUNCIL, INC.,
A Florida Not for Profit Corporation,

Plaintiff,

vs.

OCEAN PROPERTIES LTD., d/b/a
THE DELRAY BEACH MARRIOTT, a
Foreign Profit Corporation,

Defendant.

COPY
RECEIVED FOR FILING

JUN 17 2009

SHARON R. BOCK
CLERK & COMPTROLLER
CIRCUIT CIVIL DIVISION

COMPLAINT

COMES NOW, the Plaintiff, FLORIDA SECURITY COUNCIL, INC., A Florida
Not for Profit Corporation, and sues Defendant, OCEAN PROPERTIES LTD., d/b/a
THE DELRAY BEACH MARRIOTT, a Foreign Profit Corporation, and alleges:

1. Plaintiff, FLORIDA SECURITY COUNCIL, INC. is a Florida Not for
Profit Corporation having its principal place of business in Palm Beach County, Florida.
Defendant, OCEAN PROPERTIES LTD., d/b/a THE DELRAY BEACH MARRIOTT is
a Foreign Profit Corporation, doing business in Palm Beach County, Florida.

2. This is an action for damages in excess of Fifteen Thousand (\$15,000.00)
Dollars, exclusive of attorney's, fees interest, and costs.

3. All conditions precedent to the bringing of this action have been
performed or have been waived.

4. One of the purposes of FLORIDA SECURITY COUNCIL, INC. is to
educate Floridians on contemporary issues related to the security of Florida and the
nation, particularly the threat of terrorism. In furtherance of the aforementioned purpose,

FLORIDA SECURITY COUNCIL, INC., organized an international event entitled, "A FREE SPEECH SUMMIT."

5. Arrangements were made with OCEAN PROPERTIES LTD., d/b/a THE DELRAY BEACH MARRIOTT, to hold the event at its location located on 10 North Ocean Blvd., Delray Beach, Florida.

6. The negotiations culminated in the execution of a contract by and between Plaintiff, the FLORIDA SECURITY COUNCIL, INC. and Defendant, OCEAN PROPERTIES LTD., d/b/a THE DELRAY BEACH MARRIOTT. A copy of the contract for the "FREE SPEECH SUMMIT" is attached hereto as Exhibit "A."

7. The contract was signed on April 3, 2009 contemplating that the "FREE SPEECH SUMMIT" would take place on April 27, 2009.

8. In reliance thereupon, FLORIDA SECURITY COUNCIL, INC. made arrangements with a member of the Dutch Parliament (the Netherlands) to be the keynote speaker. Further arrangements were made with a member of the British House of Lords, as an additional guest speaker, together with a prominent local radio talk show host who was engaged to provide the opening remarks.

9. Invitations were prepared and disseminated world-wide, advertising the event as FLORIDA SECURITY COUNCIL'S first annual "FREE SPEECH SUMMIT." (the "event")

10. The keynote speaker, Mr. Geert Wilders, made arrangements to travel to the United States to attend the summit to receive the inaugural Free Speech Award, to be bestowed upon Mr. Wilders by the FLORIDA SECURITY COUNCIL.

11. Defendant was made aware that the guest of honor was an internationally known speaker, parliamentarian and film maker. Defendant, through its agents, inquired

as to whether any security would be needed for the event and was informed that Mr. Wilders traveled with his own compliment of security personnel and that FLORIDA SECURITY COUNCIL would also be providing security.

12. A copy of the e-mail transmission from Defendant to Plaintiff welcoming Mr. Wilders, inquiring as to security and its pleasure in being able to host the event is attached hereto as Exhibit "B."

13. Great effort and expense was incurred by Plaintiff, FLORIDA SECURITY COUNCIL, INC., to promote the event and to provide for the guests. Individual tickets to the event were sold for \$150.00 per person.

14. Suddenly, without notice, approximately one week before the scheduled date of the event, Defendant, notified FLORIDA SECURITY COUNCIL that it was unilaterally canceling the event. Defendant without cause breached the Event Agreement which had been entered into between the parties.

15. The unilateral cancelation was in the form of an e-mail sent by Defendant's agent to the FLORIDA SECURITY COUNCIL on Friday, April 17, 2009 at 6:37 p.m. A copy of the e-mail evidencing the unilateral cancellation and breach of the Special Event Agreement is attached hereto as Exhibit "C."

16. The purported ground for the unilateral cancelation by Defendant as indicated in the cancellation e-mail was that "Defendant was not properly advised" of the "potential risk" of its hosting of the event.

17. This intended justification for the unlawful breach is belied by the fact that Defendant's own correspondence. (Its previous e-mail to the FLORIDA SECURITY COUNCIL after the contract was signed, indicated that it was well aware of who the guest speaker was. Defendant even offered to assist in security arrangements. See Exhibit

“B”).

18. As a result of the unilateral and unjustified cancellation and breach of the Special Event Agreement between the parties, Plaintiff has been damaged, including but not limited to: out-of-pocket expenses, loss of anticipated revenue, loss of anticipated profits from hosting the event which would have been used to host additional educational functions throughout the State of Florida, and consequential damages to its capacity to host functions in the future and other as yet unspecified harm.

WHEREFORE, Plaintiff, FLORIDA SECURITY COUNCIL, INC. requests judgment for damages against the Defendant, OCEAN PROPERTIES LTD. for compensatory damages in excess of Fifteen Thousand (\$15,000.00) Dollars, including but not limited to out-of-pocket expenses, loss of anticipated revenue, loss of anticipated profits, consequential damages to its capacity to host functions in the future and other as yet unspecified harm. Plaintiff requests an award of monetary damages, court costs, and any other relief this court deems just and proper.

Dated: June 17, 2009

ROTHSTEIN ROSENFELDT ADLER

Attorneys for Plaintiff

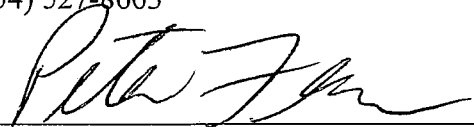
225 NE Mizner Blvd., Ste. 675

Boca Raton, FL 33432

Tel: (954) 522-3456

Fax: (954) 527-8663

By: _____


Peter Feaman

Florida Bar No. 0260347

DELRAY BEACH MARRIOTT



10 North Ocean Boulevard, Delray Beach, Florida 33483
561-274-3200 (Hotel) 1-877-433-5729 (Reservations)
561-274-3201 (Sales Fax) 561-274-3202 (Guest Fax)

Special Event Room Rate Agreement

The Delray Beach Marriott is pleased to offer the following special event room rate and block:

	Fri04/24/09	Sat04/25/09	Sun04/26/09	Mon04/27/09	Tue04/28/09
Run of House	10	10	10	10	10
STANDARD SUITE	3	3	3	3	3

Room	Single Rate	Double Rate
Run of House	219.00	219.00
STANDARD SUITE	169.00	169.00

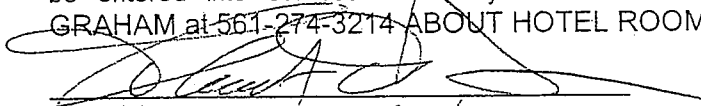
Rates are based on single or double occupancy; additional person sharing room (above age 12) will be charged \$15.00 per person, per day. Room rates are subject to applicable taxes currently 11.5% per room, per night.

This agreement is not valid unless signed and returned to the hotel by **2009-04-02 00:00:00**. The rate will be guaranteed until **2009-04-10 00:00:00**, (30 days prior to the event). After this date (extensions will not be permitted), all rooms remaining in the room block will be released for re-sell to the general public.

Please explain to your guests the following when making their reservations:

- Reservations can be made by calling 1-877-433-5729 or 1-800 MARRIOTT. Guests must ask for the **Florida Security Council** special event group room rate. Reservations must be made prior to the cut off date of **2009-04-10 00:00:00**. Hotel will require a credit card guarantee when making reservations. Reservations not cancelled in accordance with the hotel cancellation policy will be charged one night room and tax.
- The above non-commissionable rates are based on single/double occupancy and apply to standard hotels rooms only and are exclusive of sales tax currently at 11.5%. Upgrades will be issued upon request on a space available basis only and an additional charge will apply. Rates do not include a ~~\$9.00~~ ^{\$15.00} per day self parking charge or \$12.00 per day valet parking charge. Each additional person over the age of 12 in a room or suite is a \$15.00 additional charge.
- Check in is at 4:00 PM and check out is by 11:00 AM. Early check in and late check out will be accommodated on a space available basis only and will be subject to an additional charge.
- Our bell staff will gladly deliver amenities or other items provided by your group at a charge of \$3.00 per delivery. The front desk will not distribute items to guests at check in. Please notify your Convention Services Manager at least three days prior to the date of the first delivery, kindly providing a list of first and last name of each recipient as well as their date of arrival. The hotel can not accept delivery of your items more than three days prior to your groups arrival.

Once this signed letter of agreement is completed and returned to the hotel, your room block will be entered into our reservation system within 14 days. PLEASE CONTACT JAMES GRAHAM at 561-274-3214 ABOUT HOTEL ROOMS and RATES.


Ann Fishman
N 4th Street
Lake Worth, FL

TOM TRENT

4-3-09

Date

X

Marriott

DELRAY BEACH

10 North Ocean Blvd
Delray Beach, Florida 33483
Event Agreement

Date Written: 3/31/09
Organization: Florida Security Council
Post as: Florida Security Council
Contact: Ann Fishman
Address: 2200 4th Ave N Lake Worth, FL 33461
Contact Number: 561.310.8822

We are so pleased you have chosen to have your event at the Delray Beach Marriott. Pursuant to our conversation, below are the twenty-seven (27) paragraphs that directly relate to your event. Please carefully review and initial each item. Once you have acknowledged the Agreement, the terms and conditions are enforceable. Please do not hesitate to call me with any questions. Once again, thank you for selecting our Hotel.

SCHEDULE of EVENTS

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
4/27/2009	6:30 PM	9:30 PM	Reception	SB-Salons EF	Cabaret & Cocktail Tables	130	


A. Food and Beverage

1. Guarantee

A Guarantee is required on all meal events. A Guarantee is the exact number of guests to be served at a given event. The Event Department must be notified of the exact number of guests **FIVE BUSINESS DAYS** before the event. In the event that a Guarantee is not received, the estimated attendance count will be prepared for and billed. The Hotel will provide seating in the amount of five percent (5%) over your Guarantee. The Hotel cannot allow for a drop in the Guarantee in the Five (5)-business day period prior to your event.

2. Food and Beverage

All Food and Beverage is to be purchased, prepared and served by the staff of the Delray Beach Marriott. This includes all hospitality suites. The Delray Beach Marriott, as a licensee, is responsible for the administration of the sales and service of alcoholic beverages, in accordance with the Florida Alcohol and Gaming Commission's regulations. Therefore, the Delray Beach Marriott must supply all alcoholic beverages and food. **NO OUTSIDE FOOD OR BEVERAGE is permitted at the Hotel.**

Initial 

3. Meal Guarantees

In arranging for private events, the attendance must be communicated to the Hotel by 10:00 AM, three (3) business days in advance. This number will be considered a guarantee, not subject to reduction and charges will be made accordingly. The Hotel cannot be responsible for services for more than five (5%) percent over the guarantee. If a guarantee is not given to the Hotel by 10:00 AM on the due date, the expected number on the banquet contract will automatically become the guarantee. If actual count on the day of the event exceeds the five percent (5%) overage allotment, the kitchen will prepare what is available to accommodate the additional guests at a surcharge of \$10.00 ++ per person to be applied to the Master Account.

*****Based on the expected number of guests set forth in this agreement, a minimum guarantee of 130 adults at \$40.00++ in Food and Beverage must be spent at your event. This minimum does not include service charges, tax, labor fees, audiovisual, parking and any other miscellaneous charges that have incurred.**

4. Food and Beverage

The Florida State Liquor Commission regulates the sales and service of alcoholic beverages. Delray Beach Marriott is responsible for administration of these regulations. It is the Hotel's policy; therefore, that liquor cannot be brought into the Hotel from outside sources. Additionally, the Hotel does not allow food to be brought into the Hotel, whether purchased or catered from outside sources. No food will be taken from the premise from any banquet event. Alcoholic service may be denied to those guests who appear to be intoxicated or under age. All Banquet Events must conclude by 12:30am.

5. Menu Arrangements

Menus must be finalized two (2) weeks prior to your event. An accurate Breakdown of the Entrée selections must be provided to the hotel five (5) business days in advance of the event and such selections must be listed on place cards provided by the Client. Menu pricing shall remain subject to change and will not be fixed prior to that date which is ninety (90) days prior to the event.

B. Event Rooms

1. Room Set-up

The Hotel does not guarantee early set-up times for outside Vendors or auction items. This includes but is not limited to Florists, Decorators, Musicians, etc. Any extensive set-up must be discussed with the Event Manager, in advance. The Hotel may require a Room Rental fee to cover the usage of a room for this service.

2. Outdoor Functions

The Hotel reserves the right to make the final decision regarding outdoor events as follows: 1) The Hotel will decide whether the event will be held outdoor or indoor; 2) Once the Hotel makes the decision, it is final; 3) Curfew on all music and entertainment scheduled in the **Outdoor Area Poolside to end promptly at 10:00 PM**. All outdoor events are subject to maximum and minimum numbers of guests. Outdoor events are subject to music restrictions and designated start/ending times. Any items ordered by the Client (Tents, Linens, Music, Grills, etc.) will continue to be charged to the Client if the event is moved inside. No ice sculptures or luges are permitted in outdoor function areas due to weather, temperature and wind.

Initial 

3. Event Rooms

The Hotel reserves the right to change allocated event space should the final number of guests exceed the maximum capacity of a room or not meet the minimum requirements for the room. An additional Room Rental charge may apply. Event space is booked only for the time indicated. A labor charge will apply for setup changes when the set up differs from the event contract.

4. Banners, Signs and Displays

The Hotel will not permit the affixing of anything to walls, floors or ceilings in the Banquet rooms and/or foyer by use of nails, staples, pins, tape or any other substance unless approval is given by the Hotel's Engineering department. **All banners to be hung will be handled by the Hotel for a charge of \$150.00 per banner.** Any signs provided by our guests must be of professional quality and Hotel management approval for their quality and placement. Banners and signs are prohibited in the lobby area. The Hotel will charge the Client for any damage caused accordingly.

C. Billing Policies

1. Payment and Deposit

All events require an initial non-refundable deposit of **\$3000.00** to hold the space for your event. A Credit Card Authorization form must be completed and returned to the Hotel with the initial deposit. **A 50% deposit of the estimated amount due must be paid eight months prior to the event. All functions must be paid in full five (5) business days prior to the event** when a guaranteed count is given, by a cashiers check, Credit Card or Cash. Personal checks are not accepted at this time.

2. Billing Arrangements

A Master Account will be set up for the client/group covering its charges. A Credit Card is required as a secure form of payment with the returned signed contract. Charges will be applied to the Credit Card in the event another valid form of payment has not been received or in the event of cancellation. **All Deposits are non-refundable.**

3. Cancellation

Any cancellations by the Client will be subject to a cancellation fee, as provided under the Payment and Deposit section of this contract. All Cancellations must be received in writing. **A Cancellation fee of \$5200.00 will apply if the contract is cancelled within 60 days of the function.**

4. Service Charges and Tax

All prices are subject to a 21 percent (21%) service charge and applicable Florida State Tax (6.5%)

5. Tax Exemption

If a Client is requesting Tax Exemption status, they must provide a copy of the State of Florida Department of Revenue Consumer's Certificate of Exemption form in order to be exempt from state tax.

Initial 

6. Amenity Bags

Amenity Bags or Gift Bags are to be delivered by the Bell Staff department, after the guest checks into their room, usually in the evening. These items are to be labeled with the guest's name. **The Client will be charged a fee @\$5.00 per item/bag/gift.**

7. Parking

The Hotel will honor a discounted parking rate for your guests of ~~\$9.00~~ ^{45.00} per car per Self-parking and a \$12.00 per car Valet parking. Please notify the Event Manager if you wish to add these charges to the Master Account.

8. Vendor Agreement

Any Vendor, not listed on our Approved Preferred Vendor, must file a Certificate of Insurance and an Indemnification agreement with the Hotel before the event date. The Hotel reserves the right to prohibit a Vendor from the Hotel property.

D. Miscellaneous

1. Liability

The Delray Beach Marriott reserves the right to monitor all private events. Damage to the premises will be charged accordingly. The Hotel cannot assume responsibility for personal property and equipment brought into the banquet room. The Hotel reserves the right to change event rooms.

2. Damage

The Client agrees to be responsible and reimburse the Delray Beach Marriott for any damage done by the Client or Client's guests to the Hotel property. Fog Machines, Confetti, Sparklers or any product of similar nature cannot be used on the property.

3. Personal Items

The Hotel does not assume any responsibility for personal items.

4. Cancellation Due To Act of God

The performance of this agreement is subject to acts of God, war, government regulation, disaster or civil disorder, which make it illegal or impossible to provide the facilities or hold the scheduled event. It is provided that this agreement may be terminated for any one or more of such reasons by written notice from one party or the other at no financial consequence to the client.

5. Delays

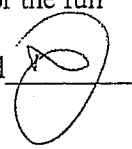
If the Client delays an event for more than 30 minutes past the contractual time, the Hotel will not be responsible for the quality of food or preparing additional food replacement. The Client will be responsible for additional labor associated with the delay. The event will proceed on the contracted scheduled times, without any delineation in the contracted scheduled times.

6. Audio Visual

The Hotel must approve any audiovisual equipment for an event. We are pleased to refer our in-house audiovisual service provider. Storage fees may apply. The Client must contact the Hotel in order to receive instructions on entering the Hotel, delivery, pick-up and setup procedures. All audiovisual equipment will be subject to a 21% service charge. Any audiovisual equipment

ordered must be cancelled within twenty-four hours or the group will be charged for the full rental

Initial



7. Deliveries and Storage

The Client is responsible for shipping materials, merchandise, exhibits or any other item to and from the Hotel. Boxes will be received no earlier than 4 (four) days prior to your event. All shipments must be prepaid and labeled as:

Title of the Event

Date of the Event

Name of the Event Manager

Material must be removed from the Hotel at the end of the event, and are the responsibility of the Client. These materials must be packaged, labeled and billed properly. The Hotel is not responsible for any damage or loss of any items left on premise prior to, during or following an event. Should the Hotel provide assistance with boxes or packages, a labor charge will added to the Master Account. Due to limited storage space, the Hotel must request that all shipments not arrive any earlier than 7 days prior to the Group's arrival on **Friday, April 24, 2009**. A fee will be assessed for shipments (6 boxes or more, \$5.00 per box) received that will require additional storage space and/or handling. If packages are shipped to Hotel, the approximate number of packages must be given to the Convention Service Manager handling the group at least 3 days prior to arrival of initial shipment.

8. Changes, Additions and Modifications

Any changes, deletions, additions or stipulations including corrections by either the Hotel or the Client will not be considered agreed to or binding to the other unless such modifications have been initialed or otherwise approved in writing by the other.

Please sign below by April 6, 2009 to indicate your acknowledgement of the terms and conditions of the Agreement.

Prepared by:

Erin McLaughlin
Erin McLaughlin
Event Manager

Acknowledged and Accepted by:

Thomas Trento
(Thomas Trento (561-767-0982)
Client

Date: _____

Date: 4-3-9

DELRAY BEACH
MARRIOTT

10 North Ocean Boulevard, Delray Beach, Florida 33483
561-274-3200 (Hotel) 1-877-433-5729 (Reservations)
561-274-3201 (Sales Fax) 561-274-3202 (Guest Fax)

CREDIT CARD AUTHORIZATION FORM

2 I hereby agree that any and all charges incurred for my scheduled function at the Delray Beach Marriott will be charged to my credit card as shown below.

2 Please apply a non-refundable deposit of \$ 3000 to the credit card below to secure my function on a definite basis.

~~X~~ A second non-refundable deposit of \$ _____ will be applied to the credit card below on _____

I hereby agree that I am responsible for payment of all charges incurred at the Delray Beach Marriott in connection with my event. To ensure payment, I authorize the Delray Beach Marriott to bill my credit card in the event payment in full is not made on the day agreed.

PLEASE ATTACH A CLEAR COPY OF THE **FRONT AND BACK** OF THE CREDIT CARD

Group/Event Name: FLORIDA SECURITY COUNCIL, INC.

Date of Function: 4-27-09

Type of Card: VISA Exp. Date: 8-11

Credit Card Number: 4635 7600 1038 5668

Name as Imprinted on Card: THOMAS A TRENTO

Authorized Signature(s): [Signature]

Date: 4-3-9

Daytime Phone: 561-767-0982

Please complete this form and return it to the Hotel Sales & Catering Department. This form will be kept on file and all information is confidential.



Peter Feaman

From: Mclaughlin, Erin [Erin.Mclaughlin@marriott.com]
Sent: Friday, April 03, 2009 11:39 AM
To: Tom@FloridaSecurityCouncil.com; Ann
Subject: RE: Nondisclosure Agreement with Marriott april 2.docx

Tom,

Thank you for the information. We will be honored to not only host your event but host Mr. Wilder's at our hotel. Please provide me with any special instructions regarding security for this gentleman that will be provided or any special instructions for our staff members.

Please confirm whether or you would like me to add room 601 and 604 to your contract. If so, I will do so and send you a revised contract to sign.

Thank you!
 Erin

Thank you and make it an EXCELLENT day!

Erin McLaughlin

Event Manager

Certified Marriott Wedding Consultant

Delray Beach Marriott

10 N Ocean Blvd Delray Beach, FL 33483

D 561-274-3220 F 561-274-3201

Email: erin.mclaughlin@marriott.com

Visit us: www.delraybeachmarriott.com

Pictures: www.bookmarriott.com/172/index.html

Forever I do... <http://www.bellarino.com/MarriottDelray.htm> ; www.greatresortweddings.com

"Excellence is the unlimited ability to improve the quality of what we have to offer." Rick Pinto
We are proud to be a GREEN hotel - One Palm Certified



Please Go Green & Keep it on the Screen ; If you must print, Doublesided is Globally Minded

From: Tom Trento [mailto:Tom@FloridaSecurityCouncil.com]
Sent: Fri 4/3/2009 11:26 AM
To: 'Ann'; Mclaughlin, Erin
Subject: RE: Nondisclosure Agreement with Marriott april 2.docx

Erin,

In light of your signing the NDA, we will tell you the name of the European Member of Parliament that we are honoring on Monday night April 27, 2009.

His name is Mr. Geert Wilders, Netherlands.

6/16/2009

Please let us know your decision and if you reject him, the rationale for doing so.

We look forward to working together.

Thanks,

tat

Tom Trento – Director

Florida Security Council

2200 4th Ave. N. # 3

Lake Worth, FL. 33461

W: 561-582-1424

F: 561-582-7675

C: 561-767-0982

www.FloridaSecurityCouncil.com

From: Ann [mailto:legal@voicerecognition.com]
Sent: Thursday, April 02, 2009 8:18 AM
To: 'Mclaughlin, Erin'
Cc: tom@floridasecuritycouncil.com
Subject: Nondisclosure Agreement with Marriott april 2.docx

6/16/2009

Tom Trento

From: Claudia.Parker [Claudia.Parker@oplhoteles.com]
Sent: Friday, April 17, 2009 6:37 PM
To: tom@floridasecuritycouncil.com
Subject: Event - Delray Beach Marriott

April 17, 2009

Thomas Trento
Director, Florida Security Council
2200 4th Avenue N.
Lake Worth, Florida 33461

Dear Mr. Trento:

This letter serves to advise you that we have obtained information today regarding security concern's involving Mr. Wilder's presence at your event scheduled for April 27, 2009, at the Delray Beach Marriott. Unfortunately we were not properly advised of the potential and magnitude of this risk, at the time this contract was entered into on April 3, 2009.

As Corporate Representative for the ownership of the Delray Beach Marriott, and under Paragraph D(4) of the Event Agreement, we must regrettably cancel your accommodations and further, cannot allow this scheduled event to occur on the hotel premises, as it presents an intolerable risk to our guests, employees, invitees and the facility.

We regret any inconvenience this may cause you.

Cordially,

Claudia Parker
Vice President
Corporate Representative
Ocean Properties Ltd.
1001 E. Atlantic Ave.
Delray Beach, FL 33483
561-279-9900 ext. 136
561-274-2336 (Direct)
561-274-2390 (Fax)
cparker@oplhoteles.com