



**EMBASSY
SUITES**
by HILTON™

Lexington UK Coldstream

GROUP SALES EVENT AGREEMENT

This **Group Sales Event Agreement** ("Agreement") is by and between KEDC ("Group" or "you" or "your(s)") and **Lexington Kentucky Suite Hotel, LLC, d/b/a Embassy Suites by Hilton Lexington** (the "Hotel" or "we" or "us" or "our"). Group and Hotel are each a "Party" and, collectively, the "Parties").

Especially Prepared for:		Event & Hotel Information:	
Client Contact Name:	Terri White	Name of "Event":	KEDC Board of Directors
Title:	Coordinator	Date(s) of Event:	Wednesday, October 21, 2020 - Thursday, October 22, 2020
Responsible Party (Company Name or Individual):	Terri White, KEDC	Post to Reader Board as:	KEDC Board of Directors
Address:	904 W. Rose Road	Hotel Contact:	Amy Stamper
City, State, Zip:	Ashland, KY 41102	Title:	Director of Sales
		Property Address:	1801 Newtown Pike Lexington, KY 40511
Phone:		Phone:	859-455-5109
Email	terri.white@kedc.org	Email:	amy.stamper@atriumhospitality.com

GUEST ROOM BLOCK AND RATES: Once this Agreement is accepted, we will remove from our inventory and consider sold to you for your use guest room nights (i.e., sleeping rooms) pursuant to the following arrival and departure schedule (the "Total Contracted Rooms" or "Room Block").

Rates for your Event are confirmed as shown in the schedule.

GUEST ROOMS and RATES

<i>KEDC Board of Directors</i>			
Wed 10/21/2020			
		Rooms	Rate
Run of House	S	12	\$135.00
	D	0	\$.00
	T	0	\$.00
	Q	0	\$.00
KING BED NON	S	0	\$135.00
	D	0	\$.00
	T	0	\$.00
	Q	0	\$.00

Total Room Nights Agreed: 12

All guest rooms are run-of-the-house unless otherwise set forth above. Guestroom types (kings, double/doubles, etc.) cannot be guaranteed and will be reserved on a first-come, first-served basis.

Room rates quoted above are non-commissionable, net rates, subject to tax, which is currently 16.07% but will be the tax rate in effect at the time of the stay. You confirm that you have dealt directly with us, and have not used any person or service entitled to a commission.

ROOM RESERVATION PROCEDURES

In order to assign specific room types to your attendees, each guest room in your Room Block must be confirmed no later than **Wednesday, October 7, 2020** ("Reservation Due Date"). The Hotel has no obligation to provide room nights beyond those contained in the Room Block.

Rooming List

In order to assign individuals to specific rooms, room reservations will be required. A rooming list is required in order to facilitate your attendees' accommodations, and it must be provided to the Hotel by Reservation Due Date. This list should include guest name, home or business address, email address (if any), requested type of room, requested bed type (i.e. king, double/double, queen, twin or suites) check-in and check-out dates, preference for smoking or non-smoking room, and VIP status. Any requests for special room arrangements should be indicated on the rooming list. The Hotel does not confirm reservations to the individual in writing.

After Reservation Due Date as described above and prior to your arrival date, all room nights which have not been reserved as described above will be deemed to be room nights which your group will not use, and they will become subject to the attrition provisions herein. Such room nights will at that date be returned to the Hotel's general inventory. Reservation requests from your attendees received after Reservation Due Date will be accepted on a space available basis, at the higher of the contract rate or rate available at that time. Should such requests be accepted, such room nights will be credited to your block for purposes of any calculation of attrition.

CHECK-IN / CHECK-OUT

Guest accommodations will be available at 3:00 PM on arrival day and reserved until 11:00 AM on departure day. The Hotel would appreciate receiving flight arrival times for your group, if available. Any attendee wishing special consideration for late checkout should inquire at the front desk on the day of departure.

GUEST ROOM CHARGES *** PLEASE ADVISE ***

- (A) **All charges to master account:** You will pay your attendees' guest room charges. Accordingly, all charges incurred by Event attendees to their room account will be charged to your Master Account.
- (B) **Room only charged to Master Account:** You will be paying your Event guests' room, tax. Accordingly, all such charges incurred by Event guests will be charged to your Master Account. In order to be able to access the ancillary services of the Hotel, each guest will be required to present a valid credit card upon check-in, on which an amount of sufficient pre-authorization can be obtained to cover any charges for the guest's use of the Hotel's ancillary services. Should any guest not settle his or her account in full upon departure, you will be responsible for the outstanding balance (which may be added to your Master Account or billed to you separately).
- (C) **No charges to Master Account:**

Each Event guest will pay his or her account upon departure. Group assumes full and sole responsibility for informing all attendees of the room rate, applicable taxes, and service charges parking rates and that parking and portage fees are separate and distinct from the room rate and from taxes. When reservations are made, we will require a deposit equal to the room rate and tax for the first night for each reservation. An individual's deposit is refundable to that individual only in accordance with the Hotel's standard guest cancellation policy, though this shall have no bearing upon the Group's total liability pursuant to either the attrition or cancellation clauses herein. Group shall inform its attendees of this policy. Each guest will be required to present a valid credit card upon check-in on which an amount of sufficient pre-authorization can be obtained to cover the room, and tax charges for the length of the guest's stay, plus any charges for the guest's use of the Hotel's ancillary services. Should any guest not settle his or her account in full upon departure, you will be responsible for the outstanding balance (which may be added to your Master Account or billed to you separately).

MEETING REQUIREMENTS

The Hotel will provide your requested function space in accordance with and at the rates set forth in the following Schedule of Events. The Hotel reserves the right to adjust function space at the reservations due date if attendance projects lower than contracted. Please ensure that the Schedule of Events includes all space necessary to accommodate your set-up and break-down times, all audio-visual needs, head tables and displays. Diagrams and identification of the Hotel's meeting space to be used for your Event may not be disseminated by the Group without the Hotel's prior approval.

SCHEDULE OF EVENTS

Date	Time	Event Class	Room	Setup	AGR	Rental
Wed, 10/21/20	1:00 PM - 6:00 PM	Meeting	Coldstream 3	U Shape	35	\$100.
Thu, 10/22/20	9:00 AM - 1:00 PM	Meeting	Coldstream 3	U Shape	35	\$100.

GUARANTEED ATTENDANCE AND MENU SELECTIONS: Though this number will not affect the Agreed Minimum Food and Beverage Revenue figure noted below, the final attendance for your function must be received in writing by the event services office NO LATER THAN 12:00PM, three (3) working days before the date of the function. This will be the number for whom the Hotel will prepare food for the function. The Hotel cannot be responsible for service, accommodations or guaranteeing the same menu items for more than three percent over your guaranteed number of people. If a guarantee is not given to the Hotel by the specified time and date, the original estimated attendance would be considered the final guarantee. Your final menu selections must be made no later than 10 days prior to commencement of your Event. A Banquet Event Order will be sent to you to confirm all final arrangements and prices. If you do not advise Hotel of any corrections or changes to the Banquet Event Order by the date requested by Hotel, the Banquet Event Order will be considered accepted by you as correct. Group will be responsible for the charges listed on the Banquet Event Order or the Agreed Minimum Food and Beverage Revenue figure, whichever is greater, plus applicable tax and service charges. Diagrams and identification of the Hotel's meeting space to be used for your Event may not be disseminated by the Group without the Hotel's prior approval.

SERVICE CHARGE: A service charge of 24% (or the current service charge in effect on the day of the Event) will be assessed on all charges relating to your Event including, but not limited to, food and beverage, audio visual, connectivity, meeting room rental, labor fees and any other charges relating to your Event, plus any applicable state and/or local taxes. This service charge is not a gratuity and is the property of Hotel to cover discretionary and administrative costs of the Event. We will endeavor to notify you in advance of your Event of any increases to the service charge should different amounts be in effect on the day of your Event.

AGREED MINIMUM ROOM NIGHT REVENUE: Based on the Total Contracted Rooms and the stated rates, the "Agreed Minimum Room Night Revenue" is \$1,620.00.

AGREED MINIMUM FOOD AND BEVERAGE REVENUE: Based on the above Schedule of Events, the "Agreed Minimum Food and Beverage Revenue" is \$600.00. This amount does not include service charges or taxes, if applicable, which are noted separately herein, and any additional requested function space or food and beverage shall be extra. If the Agreed Minimum Food and Beverage Revenue Figure is not met, any balance will be posted as a food and beverage attrition charge to your Master Account, plus applicable taxes and service charges.

ROOM BLOCK AND SERVICES COMMITMENT: When you contract for a block of rooms and meeting facilities and for food and beverage services, those room nights, facilities and services are removed from our inventory and considered sold to you, and the Hotel makes financial plans based upon the revenues it expects to achieve from your full performance of this Agreement. It is impossible for the Hotel to know in advance whether or under what circumstances or at what rates it would be able to resell your contracted room nights, services or facilities if you do not use them, either as the result of a cancellation of your Event ("cancellation") or as the result of usage of less than your Total Contracted Rooms and/or contracted food and beverage services for the above Schedule of Events ("attrition"). In most instances, when groups do not use their contracted room nights or services, the Hotel is unable to resell those room nights or services and even when room nights or services are resold, they are generally not resold at the same rates, may be resold to groups which would have utilized the Hotel at another time, are resold to groups that do have the same needs as the original group, etc. Even when rooms or services may be resold, it is costly to re-market the rooms and facilities, and such efforts divert the attention of our sales staff from selling the Hotel's rooms and facilities for other times. While your Room Block has been held out of our inventory, we may have turned away more lucrative groups in order to meet our commitment to you.

For all these reasons and others, the Parties agree that in the event of cancellation or attrition, the following charges, which represent a reasonable effort on behalf of the Hotel to establish its loss prospectively, shall be due as liquidated damages. Because the Hotel reasonably expects to derive revenue from your Event above and beyond the revenue derived from the provision of room nights and food and beverage services, and because it is difficult to estimate the actual revenue which may be derived from your Event, the amounts due as and for liquidated damages are intended to compensate the Hotel for all of its losses associated with cancellation and/or attrition

ATTRITION: We agree to allow for a 80% reduction from the Agreed Minimum Room Night Revenue, provided that you make a written request for that reduction between now and 60 days prior to your Event ("Permitted Attrition"). At the conclusion of your Event, we will credit against the Agreed Minimum Room Night Revenue the guest room revenue derived from your Event, and also credit any Permitted Attrition. Any balance will be posted as a charge to your Master Account, plus applicable taxes and service charges.

CANCELLATION: It is understood that Hotel loses substantial revenue upon the Group's cancellation of an event. The amount of those losses is often difficult or impossible to determine. Hotel has set forth the following fee schedule in the event of cancellation. The parties agree that these fees are a fair and reasonable estimation of Hotel's loss as a result of cancellation. Group shall pay the cancellation fee as liquidated damages, plus applicable taxes, if Group cancels or is deemed to have cancelled the Event.

If any single function is cancelled, the Group is responsible for the meeting room rental and any other applicable charges associated with that function. The Group is still expected to meet the Agreed Minimum Food and Beverage Revenue. Group agrees to notify Hotel in writing within five (5) business days of any decision to cancel. If the entire Event is cancelled Group agrees to pay Hotel, as follows:

CANCELLATION FEES:

Cancellation Fee is based on Agreed Minimum Room Night Revenue and Agreed Minimum Food and Beverage Revenue, all other applicable Event charges (e.g., setup charges, audio visual charges, etc.), service charges and applicable taxes for a total amount of \$2917.97

Cancelled more than 181 days prior to arrival	25% or \$729.49
Cancelled 91 - 180 days prior to arrival	50% or \$1458.98
Cancelled within 90 days prior to arrival	80% or \$2334.37

Your written notice of cancellation must be delivered to Hotel, and may be made by facsimile or electronic transmission. Cancellation date will be considered the date such notification was received by Hotel. Liquidated damages resulting from cancellation shall be due and payable at the time of cancellation.

DEPOSIT AND PAYMENT REQUIREMENTS: If you wish to apply for credit, please complete the enclosed direct bill application form and return it with the signed Agreement. If you wish to pay by credit card, please complete the enclosed Credit Card Authorization form and return it with the signed Agreement. Unless prohibited by law, a 2.9% processing fee will be assessed on credit card payments.

Please note that any credit approvals will expire after 24 months. In addition, Hotel reserves the right to withdraw a prior credit approval if Group fails to pay in full charges associated with any prior event at the Hotel or any other hotel owned or operated by Atrium Hospitality or its affiliates, or if there is any material adverse change in Group's credit standing. If credit approval is withdrawn or expires, Group must make deposit payments in accordance with the below schedule, with Group paying any previously scheduled deposit amounts by the earlier of (A) five (5) days after the Hotel notifies Group of the withdrawal or expiration of credit, or (B) three (3) days prior to the date of the Event.

Checks and money orders should be made payable to Embassy Suites by Hilton Lexington and be delivered to:

Embassy Suites by Hilton Lexington
 Attention: Accounting Department
 1801 Newtown Pike
 Lexington, KY 40511

If any deposit payment is not made when due, Hotel may, at its option, deem the Event to be canceled, in which case cancellation charges will apply as noted above and the Hotel will retain any deposits on hand and apply them to the cancellation charges.

In addition to any other amounts authorized by this Agreement, the following items shall be charged to the Master Account: (guest rooms), (incidentals), (parking), (portage fees), banquet food and beverage charges, service charges, attrition charges, meeting space rental charges (if any), cancellation charges, (charges for third-party services and/or supplies arranged through the Hotel), (audio-visual charges) and any other charges billed to the Master Account at the request of the authorized representative of the Group, as designated by the Group in advance of the Event, plus applicable taxes and governmental charges. Group further agrees that all charges associated with use of the grounds, function space, facilities and services of the Hotel by its vendors shall be posted to the Master Account.

During the course of your Event, we would be pleased to meet with you each day at a mutually agreed upon time to review the charges applied to your Master Account and to keep it accurate and up to date. Please inform your Event Services Manager of a convenient time that you wish to establish for a daily meeting.

If credit was not established and maintained, any Master Account balance is due at the conclusion of the Event. Where credit was established and maintained, the Master Account balance will be invoiced to the Group within 10 days after the Event concludes, and shall be due and payable by Group within 10 days after the date of invoice. Master Account charges may be paid in the form of cash, check or bank transfer. All deposits, balances or charges not paid when due will bear interest at the lesser of 1.5% per month or the maximum rate permitted by law. Should the Hotel, in its sole discretion, deem collection action necessary in regard to any amounts payable by Group under this Agreement, all costs associated with that collection action, including reasonable attorney's fees, shall be payable by Group and may be posted to the Master Account.

Individual guest accounts are paid via the credit card provided by the guest at check-in.

TAX EXEMPT STATUS: If Group maintains a tax exempt status, Hotel must be provided with a valid exemption certificate no later than thirty (30) days prior to Group's arrival in order to be exempt from taxes. **Please note, tax exempt status pertains to the Master Account only.** Individual attendees are not tax exempt. Tax exempt status applies to sales tax only; other taxes may apply.

AUDIO-VISUAL EQUIPMENT Group agrees to work exclusively with Hotel or Hotel's exclusive audio-visual provider for Group's audio-visual needs. Any exceptions require Hotel approval and shall be subject to a Hotel fee of \$N/A, plus tax. Applicable service charges and taxes will apply to all charges for audio-visual services, whether provided by the Hotel or Hotel's exclusive provider.

INSURANCE AND INDEMNIFICATION: Hotel and Group each agree to carry and maintain and provide evidence of liability and other insurance in amounts sufficient to provide coverage against any claims arising out of its activities or relating to its respective obligations under this Agreement, with liability coverage of not less than \$2,000,000.00 per occurrence. Group's insurance policy shall name the **Lexington Kentucky Suite Hotel, LLC, d/b/a Embassy Suites by Hilton Lexington** and Atrium Hospitality LP (collectively, the "Hotel Parties") as additional insureds. With respect to any claims or other liability for which Group is responsible, Group's insurance will be primary and not contributory to any insurance maintained by the Hotel Parties. Damage caused by the Group or its attendees or contractors will be the Group's responsibility. The Hotel is not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal effects brought into the Hotel, and/or for the loss of equipment, exhibits or other materials left in meeting rooms. Group will carry workers compensation coverage as required by law.

The Group shall indemnify, defend and hold harmless **Lexington Kentucky Suite Hotel, LLC, d/b/a Embassy Suites by Hilton Lexington** and Atrium Hospitality LP and their respective officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Group's and/or its attendees', members', agents', employees', independent contractors' or exhibitors' negligence, including but not limited to claims arising out of the Group's distribution of pre-keyed room key cards, rooming lists or any other confidential information relating to its attendees.

OUTSIDE FOOD AND BEVERAGE: Due to applicable law, you may not bring alcoholic beverages into the Hotel for your Event. You must obtain our prior approval before you bring any food or non-alcoholic beverages from outside sources into our Hotel. Service fees will apply to any outside food or beverage served in our function space, regardless whether Hotel labor is required. Outside vendors shall be required to comply with (A) all applicable rules and regulations of Hotel for outside contractors, and (B) such additional directives as may be instituted by Hotel from time to time for the protection of the hotel and its occupants. These directives may include, without limitation, requirement of use of face masks, distancing, and protocols for the cleaning and sanitizing of areas and for the safe disposal of wastes.

ENTIRE AGREEMENT: This Agreement, including the below-referenced **Additional Terms and Conditions**, and the appendices, attachments, addenda and exhibits attached hereto and hereby incorporated herein, constitutes the entire agreement between the Parties superseding any and all prior proposals, negotiations, representations, commitments and other communications between the Parties, whether oral or written, concerning the Event. This Agreement shall be deemed "accepted" and binding on the Parties only after it has been signed and delivered by a representative of the Group and thereafter by a representative of the Hotel. No representative of the Hotel is authorized to make any representation which varies from the express terms of this Agreement. This Agreement cannot be amended or supplemented except in writing signed by a representative of the Group and the Hotel's Director of Sales or General Manager. Group shall present Hotel an executed version signed by Group's representative prior to **Friday, October 9, 2020**

ADDITIONAL TERMS AND CONDITIONS: By signing where indicated below, you are agreeing that in addition to the terms and conditions of this Agreement as set forth above, this Agreement also includes the general terms and conditions set forth in the Additional Terms and Conditions (collectively, the "Additional Terms and Conditions") located on the following website, which terms and conditions are hereby incorporated into and made a part of this Agreement: <https://atriumhospitality.com/terms-and-conditions/>

The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign and if applicable on behalf of Group/Client named above.

ACCEPTED AND AGREED TO:

KEDC

Group: KEDC Board of Directors

HOTEL:

Lexington Kentucky Suite Hotel, LLC
d/b/a Embassy Suites by Hilton Lexington

By: *Terri White*

terri.white@kedc.org

By:

Name: Terri White, Coordinator

Dated: 10/02/2020

Name: Amy Stamper, Director of Sales

Dated: