



**EMBASSY  
SUITES**  
by HILTON™

Lexington UK Coldstream

1801 Newtown Pike, Lexington Kentucky, 40511

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**GROUP SALES AGREEMENT**

**DESCRIPTION OF GROUP AND EVENT**

The following represents an agreement between the hotel and ECET2 and outlines specific conditions and services to be provided.

ORGANIZATION: ECET2  
CONTACT: Heidi Givens  
JOB TITLE: Coordinator  
ADDRESS: C/O KEDC – Tammy Vonderheide  
Tammy.vonderheide@kedc.org  
PHONE NUMBER: (270) 925-2560  
E-MAIL: heidigas1@gmail.com  
  
NAME OF EVENT: ECET2 Deaf Ed Central  
OFFICIAL PROGRAM DATES: Friday, March 1, 2019 to Saturday, March 2, 2019  
ANTICIPATED ATTENDANCE: 150ppl

**GUEST SUITE COMMITMENT**

The Hotel agrees that it will provide, and ECET2 agrees that it will be responsible for utilizing, 70 (“Total Room Nights”) as follows:

Embassy Suites Lexington - ECET2 - USD		
		RUN OF HOUSE
3/1/2019	Guestrooms	70
	Rate	135.95

Hotel suite rates are subject to applicable surcharges, state and local taxes (currently 16.07%) in effect at the time of check in.

## **SPECIAL CONCESSIONS**

In consideration of the Total Suite Nights and the functions identified on the Function Information Agenda/Event Agenda, Hotel will provide ECET2 the following special concessions:

1. Overnight suite rate includes complimentary breakfast each morning in the Paddock Grille Restaurant (Monday – Friday 6:30-9:30 AM, Saturday & Sunday 7:00-10:30 AM)
2. Overnight suite rate includes complimentary beer, wine, cocktails, and snacks each night at manager's reception (5:30-7:30 PM)

## **COMPLIMENTARY SUITES**

ECET2 will be entitled to one (1) complimentary suite night for every 50 revenue-generating suite nights occupied on a daily basis.

## **METHOD OF RESERVATIONS**

ECET2 will forward its rooming list by **01/30/2019**.

Any room cancellations must be received no later than 48 hours PRIOR to arrival. Cancellations made after this time, or NO SHOWS, will be charged for 1 night's stay.

## **GUARANTEED RESERVATIONS**

ECET2 has agreed to guarantee all reservations. This means ECET2 will pay for rooms held after 6:00pm and not utilized by attendees.

## **CUT-OFF DATE**

Reservations by attendees must be received on or before **01/30/2019** (the "Cut-Off Date"). At the Cut-Off Date, Hotel will review the reservation pick up for the Event, release the unreserved rooms for general sale, and determine whether or not it can accept reservations based on a space- and rate-available basis at the ECET2 group rate after this date.

Release of suites for general sale following the Cut-Off date does not affect ECET2's obligation, as discussed elsewhere in this Agreement, to utilize guestrooms.

## **PREFERRED BILLING**

If ECET2 continues to have Embassy Suites Preferred Billing at the time of the Event, Hotel will invoice ECET2 for any part or all of ECET2's Master Account charges. If not, then the method of payment of the Master Account will be established upon approval of ECET2's credit. In the event that credit is disapproved, ECET2 agrees to pay an advance deposit in an amount to be determined by the Hotel in its reasonable discretion.

## **MASTER ACCOUNT CHARGES**

ECET2 will be responsible for suite and tax charges incurred by its attendees. Individual attendees will be responsible for their incidental charges upon check-out. ECET2 will be responsible for all other charges incurred pursuant to this Agreement.

## **FUNCTION INFORMATION AGENDA**

Based on the requirements outlined by ECET2, the Hotel has reserved the function space set forth on the Function Information Agenda/Event Agenda attached to this agreement.

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
Friday, 03/01/19	6:00 PM	6:30 PM	Registration	Foyer 3	Registration	150	
Friday, 03/01/19	6:30 PM	8:00 PM	Colleague Circle	Coldstream 3	Rounds of 10	150	
Friday, 03/01/19	8:00 PM	10:00 PM	Welcome Reception	Lower Atrium	Cocktail Rounds	150	

All banquet charges are subject to 24% service charge.

If meeting set changes within (24) hours of event, Hotel reserves right to impose an additional labor charge.

The Hotel reserves the right to move functions to other meeting/banquet rooms other than those appearing on the catering contract without prior notification.

## **FOOD AND BEVERAGE MINIMUM**

Room Rental is \$N/A (excluding 24% service charge) In addition, a \$\_4500.00\_ food and beverage minimum (excluding 6% tax & 24% service charge) has been set. If the minimum is not met, the balance will be assessed as room rental.

## **FUNCTION INFORMATION**

Organization must obtain prior approval from Hotel for all activities, which are planned for the affair. The premises shall be used only for those approved activities. Organization agrees to assist Hotel in prohibiting any violation of this provision if Hotel deems it necessary.

The room divider walls are of substantial quality and will provide privacy for the affair. Due to electronic amplification capabilities, occasionally it is necessary to require speakers and bands to stay within certain volume limits. Hotel reserves the right to make any decision that will insure unnecessary interference into any other banquet room. It is important that we respect the privacy rights of all our patrons.

## **DAMAGES**

1. The Hotel is not responsible for damage to or loss of any items (Customer Property) left in the Hotel prior to, during or following any function. To the extent that the Hotel is deemed to have possession, custody or control of any Customer Property and the waivers of liability granted to the Hotel are deemed for whatever reason or reasons not to be enforceable, under no circumstances shall the liability of the Hotel for any Customer Property exceed the sum of \$1,000.00.
2. Organization will be responsible for any damage or loss to the premises, the building or Hotel's equipment, decoration or fixtures, due to the activities of the guests. Hotel will be held harmless by Organization for any loss of or damage to any property of any third party. If the affair is held on any premises other than Hotel's premises, Hotel will not be responsible for any loss or damage to any property where Hotel is not negligent.
3. Scotch tape and thumb tacks may not be used on equipment, walls or ceilings. No electrical equipment or extension cords may be used without Hotel's prior approval.
4. Flammable substances are not permitted in the building or on the premises.

## **FOOD AND BEVERAGE ARRANGEMENTS**

You will be assigned Sales and Catering Account Manager who will coordinate all phases of your meeting and banquet requirements and will function as a liaison with our service staff. Your Sales and Catering Manager will be available to assist you in the creation of menus and special arrangements for your planned food and beverage functions.

Food Prices will be guaranteed 90 days prior to your arrival. Presently our average check prices for catered food functions are:

Lunch: \$25.00

Dinner: \$35.00

**These prices do not include applicable current taxes of 6% and 24% service charge.** A firm and final guarantee of your attendance will be required 72 working hours prior to each catered food function. If fewer persons are served than the final guarantee figure, you will be charged for the final guarantee. All food and beverage served in our meeting and banquet space must be purchased from our catering department. Sales tax and service charges are subject to change.

Any cancellation of food and beverage or after acceptance of this agreement will result in the organization being charged the full dollar value of that function based on an average menu price. After signature any cancellation of meeting room with rental charged will result in ECET2 being charged the stated room rental charge.

## **SUITES ATTRITION**

Hotel is relying on ECET2's use of 80% Total Suite Nights Blocked. ECET2 agrees that a loss will be incurred by Hotel should there be a reduction greater than 20% in total Suite Nights actually used.

Should the suite nights actually used by ECET2 be less than 80% of the Total Suite Nights, ECET2 agrees to pay as liquidated damages and not as a penalty, the difference between 80% of the Total Suite Nights and ECET2 actual usage of suites, multiplied by the average group suite rate.

## **CANCELLATION**

ECET2 agrees to provide Hotel with written notice of any decision to cancel or to otherwise essentially abandon its use of the Total Suite Nights (a "Cancellation") within five (5) days of such decision. ECET2 acknowledges that a Cancellation would constitute a breach of ECET2's obligation to Hotel and Hotel would be harmed. If a Cancellation occurs, the parties agree that:

- (a) it would be difficult to determine Hotel's actual harm.
- (b) the sooner Hotel receives notice of the Cancellation; the lower its actual harm is likely to be because the probability of mitigating the harm by reselling rooms and function space is higher.

The highest percentage amount in the chart ("the Chart") set forth below reasonably estimates Hotel's harm for last-minute Cancellation and through its use of a sliding scale that reduces damages for earlier Cancellations, the Chart also reasonable estimates Hotel's ability to lessen its harm by reselling ECET2's rooms and function space.

ECET2 therefore agrees to pay Hotel, within thirty (30) days after any Cancellation as liquidated damages and not as a penalty, the amount listed in the Chart below.

<b>Date of Decision to Cancel</b>	<b>Amount of Liquidated Damages Due</b>
From 6 months to 9 months prior	25% of Total Suite Revenue*
From 6 months to 3 months prior	50% of Total Suite Revenue*
From 3 months to 1 month prior	70% of Total Suite Revenue*
30 days prior to arrival	80% of Total Suite Revenue*

\* “Total Room Revenue” is the dollar amount equal to the number of Total Suite Nights multiplied by ECET2’s average suite rate.

Provided that ECET2 timely notifies Hotel of the Cancellation and timely pays the above liquidated damages, Hotel agrees not to seek additional damages from ECET2 relating to the Cancellation.

### **IMPOSSIBILITY**

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, government regulations, disaster, strikes (except those involving the employees of agents of the party seeking the protection of this clause), civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible to provide or use the Hotel facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical – but in no event longer than ten (10) days – after learning of such basis.

### **CHANGES, ADDITIONS, STIPULATIONS OR LINING OUT**

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or ECET2 will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

### **IN-HOUSE EQUIPMENT**

Hotel will provide, at no charge, a reasonable amount of meeting equipment (for example; chairs, tables, chalkboards, etc.). These complimentary arrangements do not include special setups or extraordinary formats that would deplete Hotel’s present in-house equipment to the point of requiring rental of an additional supply to accommodate ECET2’s need. If such special setups or extraordinary formats are requested, Hotel will present ECET2 two (2) alternatives: (1) charging ECET2 the rental cost for additional equipment or (2) changing the extraordinary setup to a standard format, avoiding the additional cost.

### **USE OF OUTSIDE VENDORS**

If ECET2 wishes to hire outside vendors to provide any goods or services at Hotel during the Event, Hotel may, in its sole discretion, require that such vendor provide Hotel, in form and amount reasonably satisfactory to Hotel, an indemnification agreement and proof of adequate insurance.

### **TAX EXEMPTIONS**

If ECET2 maintains tax exempt status, ECET2 must provide hotel with a valid tax exemption certificate(s) by **10/21/2018** in order to be exempt from tax charges.

**ACCEPTANCE**

Prior to execution by both parties, this document represents an offer by the Hotel. Unless the Hotel otherwise notifies ECET2 at any time prior to ECET2's execution of this document, the outlined format and dates will be held by the Hotel for ECET2 on a first-option basis until **10/21/2018**. If ECET2 cannot make a commitment prior to that date the arrangements will be released, in which case neither party will have any further obligations. Upon receipt by Hotel of a fully executed version of this Agreement prior to **10/21/2018**, or upon Hotel's acceptance of a fully executed version of this Agreement after such date, it will be placed on a definite basis and will be binding upon Hotel and ECET2.

Hotel and ECET2 have agreed to and have executed this Agreement by their authorized representatives as of the dates indicated below.

**SIGNATURES**

Approved and authorized by ECET2:

Name: (Print) \_\_\_\_\_

Title: (Print) \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Approved and authorized by the **Embassy Suites Lexington:**

Signature: \_\_\_\_\_  
Amy M. Stamper

**LETTER OF AUTHORIZATION – To Be Sent with Completed Direct Bill Application**

**Bills should be sent to:**

Company Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Attention: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**The following people are authorized to sign for charges:**

_____	_____
_____	_____
_____	_____
_____	_____

**The following may be charged:**

Overnight Guestrooms and Tax: \_\_\_\_\_

Incidentals for Guestrooms  
(Meals, phone calls, movies etc.): \_\_\_\_\_

Meeting Related Charges  
(Rental, set-up fees, food & beverage, audio/visual etc.): \_\_\_\_\_

\$ Limitation on any Charges: \_\_\_\_\_

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**\*\*\*PLEASE COPY ON COMPANY LETTERHEAD\*\*\***



**Direct Bill Application – Send with Letter of Authorization**

1801 Newtown Pike ~ Lexington KY 40511 ~ (859) 455-5000 ~ Fax: (859) 455-5122

Name of Corporation, Organization or Association:

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

To The Attention of: \_\_\_\_\_ Telephone: \_\_\_\_\_

\_\_\_\_\_

**Bank Reference**

Bank Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Bank Address: \_\_\_\_\_

Bank Contact: \_\_\_\_\_ Branch: \_\_\_\_\_

Account Number: \_\_\_\_\_ Date Account Open: \_\_\_\_\_

\_\_\_\_\_

**Credit References: Hotels used within the past 12 months, including Embassy Suites's, and where Group Master Accounts were direct billed:**

1. Hotel: \_\_\_\_\_ Telephone: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Conference Dates: \_\_\_\_\_

Account Number: \_\_\_\_\_ Approx. Amt. Billed: \_\_\_\_\_

\_\_\_\_\_

2. Hotel: \_\_\_\_\_ Telephone: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Conference Dates: \_\_\_\_\_

Account Number: \_\_\_\_\_ Approx. Amt. Billed: \_\_\_\_\_

\_\_\_\_\_

**Other Business References**

Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Credit Line: \_\_\_\_\_