

OMNI HOTELS & RESORTS

LETTER OF AGREEMENT

This is a Letter of Agreement ("Agreement") between Kentucky Educational Development Corporation ("Group") and Omni Hotels Management Corporation as agent for the owner of Omni Louisville Hotel ("Hotel"), dated Wednesday, August 29, 2018.

GENERAL INFORMATION:			
Especially Prepared for:	Kentucky Educational Development Corporation	Global Sales Contact:	N/A
Function:	KEDC Executive Leadership Retreat	Hotel:	Omni Louisville Hotel
Contact:	Tammy Vonderheide Chief Financial Officer 904 Rose Road, Ashland, KY 41102 Phone Number: (606) 928-0205 Email: tammy.vonderheide@kedc.org	Hotel Contact Information:	Carly Reynolds Express Sales Manager 400 2nd Street Louisville, KY 40202 Phone Number: (502) 313-6693 Email: carly.reynolds@omnihotels.com
Event Date:	Friday, October 26, 2018 - Saturday, October 27, 2018		

The following arrangements have been reserved for your Group on a first option basis. Hotel sales associates are authorized to negotiate rates and reserve Kentucky Educational Development Corporation's space requirements. Only when both parties' authorized representatives have executed this Agreement is there a binding agreement. Any changes, additions, addendums, stipulations, or corrective lining out by Kentucky Educational Development Corporation will not be binding to the Hotel until such changes have been approved by the Hotel in writing by the Hotel's Director of Sales and Marketing, Director of Sales, or General Manager. If this Agreement is returned signed but with changes, it shall not constitute an acceptance, but rather a counter offer by Kentucky Educational Development Corporation which may be accepted or rejected by the Hotel in its sole discretion.

If Hotel does not receive this Agreement executed by Kentucky Educational Development Corporation on or before 5:00 p.m. local Hotel time, **Friday, August 31, 2018** this option shall terminate and the Hotel shall have the right to contract with other parties for the use of all or part of the room block and other facilities described in this Agreement, without any further notice or obligation to Kentucky Educational Development Corporation.

This contract will become a binding commitment once it has been signed by both Kentucky Educational Development Corporation and Omni Louisville Hotel.

ROOM ARRIVAL and DEPARTURE PATTERN

Omni Louisville Hotel KEDC Executive Leadership Retreat	
	Fri 10/26/2018
Run of House	20

TOTAL SLEEPING ROOM NIGHTS RESERVED: 20

GUEST ROOM RATES

We are pleased to confirm the following special meeting/convention rates:

Omni Louisville Hotel		
KEDC Executive Leadership Retreat - USD		
	Single Rate	Double Rate
Run of House	199.00	199.00

All special room rates are quoted **net non-commissionable** and are exclusive of appropriate state and local taxes, fees and assessments, currently **16.07%** and are subject to change without notice.

SAY GOODNIGHT TO HUNGER

Join us in our partnership to end the plight of hunger. Over 48 million Americans struggle with putting food on the table. Planning an event with Omni now comes with the added opportunity to make a difference. For all group rooms booked in the future, regardless of how the reservation is made, Omni will contribute one meal per actualized reservation. You not only get a sensational meeting, but also, you can help make a meaningful difference in our local communities. Visit Omnihotels.com/SGTHGROUP to learn more.

RESERVATION METHOD

Rooming List:

The Hotel understands that all reservations will be made by Rooming List and will be submitted to the hotel on or before the cut-off date. All charges will be posted to the Group master account.

CUT-OFF DATE

The cut-off date for accepting reservations into this room block is **Wednesday, September 26, 2018**. Reservation requests received after 5:00 PM local Hotel time on the cut-off date will be accepted based on guest room availability at the prevailing transient rates. It is understood by the Group that the group rate may not be available after the cut-off date. At time of cut off, all unused rooms and suites will be automatically released for general sale.

The Group agrees that if the Hotel does not receive the rooming list by the date listed above then the Hotel will ask the Group for a room block guarantee. In order for the Hotel to continue to hold the Group's room block the Group must submit this guarantee in writing on or before the established Group Cut-Off Date. Once this guarantee has been received by the Hotel the Group agrees that the allowable room block usage reductions will be waived by the Group and the Group will be responsible for their entire guarantee. If the Group's guarantee is lower than the allowable room block usage provisions, then the Group will be responsible for the contracted room nights after the Cut-Off Date.

CHECK-IN/OUT TIME

Our check-in time is 3:00 PM; check-out time is 11:00 AM. All guests arriving before 3:00 PM will be accommodated as rooms become available. Our Guest Service staff can arrange to check baggage for those arriving early when rooms are unavailable and for guests attending functions on departure day.

EARLY DEPARTURE FEES

In the event a guest who has requested a room within your block checks out prior to the guest's reserved checkout date, the hotel will add an early departure fee in the amount equal to one-night room and tax to that guest's individual account. Guests wishing to avoid an early departure fee should advise Omni Louisville Hotel at or before check-in of any change in planned length of stay. Omni Louisville Hotel will inform members of your group of this potential charge upon check-in and requests that you also inform your attendees of this obligation. Omni Louisville Hotel will deduct any collected early departure fees from the amount you may owe as performance damages.

RESERVATION GUARANTEE

All reservations must be guaranteed by a valid major credit card, which will be supplied at the time of reservation. In order to confirm a room assignment for your attendees, we will require them to provide a first night's non-refundable deposit. Checks and major credit cards are acceptable to establish prepayment. Group may also direct the Hotel to utilize the Master Account as collateral to guarantee reservations in lieu of obtaining individual credit card information. Regardless of how reservations are made, any reservations that fail to arrive on the scheduled arrival date will be considered No-Shows and a charge of one night's room and tax will be posted to the Master account or to the individual Attendee's credit card on file.

GUESTROOM PERFORMANCE CLAUSE

The Hotel is reserving the Room Block in reliance upon receiving a certain level of guestrooms revenue, exclusive of food and beverage charges, meeting room rental, and other non-room charges. This Agreement is based in part on Group's use of 20 room nights. The Group is responsible for **90%** of the total room block per day.

Should your actual Room Block pick-up fall short of **90%** of the total room block per day, Group agrees to pay the Hotel the group's average rate, (calculated on the entire actualized groups block, excluding contracted complimentary and discounted staff rooms), set forth in this Agreement, per day, plus applicable taxes, resort fees, for each room below the allowed reduction that is not utilized by Group. The Parties agree that these sums are not a penalty and represent a reasonable effort on behalf of the Hotel to establish its loss prospectively and represent liquidated damages. These charges will be posted to the Group Master Account.

Hotel agrees to use reasonable efforts to resell the Group rooms not used in the room block and credit the revenue, less the reasonable costs incurred by the Hotel to resell the rooms, against the Hotel's damages set forth above, in an amount not to exceed the full amount of such damages. All resold rooms will be calculated on the difference between the contracted rate and the actual resold rate.

Prior to your event, at our option, we may review the number of requests for room assignments which have been made by your attendees in order to compare your obligations herein with your group's actual likely performance. Should it appear in advance of your meeting that the actual number of attendees will fall below the attendance we expect based upon your room block, the Omni Louisville Hotel reserves the right to assign alternate meeting space commensurate with your reduced space needs as indicated by your attendee's requests for room assignments.

OMNI SELECT PLANNER FOR GROUP PLANNERS

Omni Select Planner rewards, awarded through the Omni Select Guest® program, are available to planners for qualified bookings through the group sales departments of participating Omni Hotels & Resorts. The client acknowledges that Award and Tier Credits have been earned in connection with all applicable contracted group revenue sources, including rooms, banquet and rental purchased under this contract, and that the client consents to the awarding of such credits to the individual listed below. Credits will be awarded to the designated member account according to the Omni Select Planner and Select Guest program terms and conditions.

Member Name

Select Guest Membership Number

OMNI SELECT GUEST

When an attendee joins our industry-leading loyalty program they will receive the following benefits:

Omni Select Guest Gold Level Benefits		
	First Stay	Second Stay & 2-9 Nights
Complimentary 3 MB Internet Access	√	√
Opportunity to Earn Free Nights	√	√
Complimentary Morning Beverage Delivery		√
Complimentary Pressing – 2 Items		√
Complimentary Bottled Water – Night of Arrival		√
Complimentary Shoe Shine		√
Exclusive Member-Only Offers	√	√
Express Check-In And Check-Out	√	√

For more information and to enroll: <http://www.omniselectquest.com>

ADDITIONAL CONCESSIONS

The Hotel is pleased to provide the group with the following special concessions over your meeting dates based on the Group’s fulfillment of their guest room performance clause.

- Complimentary Wi-Fi in all guestrooms with Select Guest Loyalty Membership/Enrollment
- Complimentary access to fitness center for all guests (24 hours)
- Room rate extension 3 days pre/post program, based on availability

Concessions are based upon the group utilizing a minimum of **90%** of the total room block. These concessions may be reduced should the group’s pick up fall below **90%** of the total room nights contracted.

BILLING ARRANGEMENT

The Hotel accepts major charge and credit cards or direct billing for payment. If you elect to pay by a major charge or credit card, you authorize the Hotel to bill the charge or credit card for applicable charges in accordance with Hotel policies. You authorize the Hotel to confirm your credit based on all available resources. If direct billing privileges are not approved by Hotel, full prepayment of all estimated charges must be received by a date specified by the hotel, prior to arrival, by Hotel-approved method, which includes major charge and credit cards.

DEPOSIT SCHEDULE:

Based on the groups estimated master account charges, the group agrees to the following advance deposit schedule:

*****Initial deposit is due with contract signature*****

Transaction Type	Charge Type	Date	Amount
Charge	Initial Deposit	2018-08-31	\$2,847.75
Charge	Additional Deposit	2018-09-26	\$2,847.74
		Balance Due	\$5,695.49

90% of all estimated master account charges is due on **09/26/18**, **30** days prior to arrival.

All charges posted to your master account should be approved in writing by you or your authorized designee. We would like to review the account with you daily to eliminate discrepancies.

MASTER ACCOUNT

It is our understanding you want to establish credit with us for this event. Please complete the enclosed credit application and return it to our assigned Conference Service Manager. If the application is not received by Friday, August 31, 2018, or not approved, you agree that the estimated bill is to be paid in full by company check or certified check for the entire estimated charges 90 days in advance of arrival.

Based on approval of the Hotels Credit Manager a portion of your master account may be direct billed. The hotel reserves the right to require additional payments based on the results of all credit and direct billing inquiry responses.

PAYMENT OF MASTER ACCOUNT

The Hotel agrees that the Master Account statement is sent to the Group within five (5) days after the group's departure. The Group shall advise the Hotel of any discrepancies or errors so that the Hotel may investigate and resolve. The outstanding balance of Group's Master Account (exclusive of disputed charges) will be due and payable thirty (30) days from receipt of invoice. Upon resolution of any disputed charges, the Hotel shall re-bill such remaining charges to the Group.

Payment of these agreed upon charges shall be payable within thirty (30) days of receipt of the Statement and no interest charges shall be assessed provided payment is made within thirty (30) days. All undisputed charges not paid within 30 days will be subject to interest accruing at the rate of 1 ½% per month until paid. The parties agree that in the event that any dispute arises in any way relating to this contract, the prevailing party in any court proceeding will be entitled to recover an award of its reasonable attorney's and expert witness fees, costs, and pre and post judgment interest.

If you prefer, all master account charges can be paid by credit card. The Hotel accepts American Express, Diners Club, Discover Card, JCB International, Master Card or Visa for master account payments. If credit has not been approved for your event, you will provide us with the credit card to which all estimated master account charges will be charged no later than 3 -5 business days after the event. If you receive credit approval, we request that you provide us with your credit card information at departure, and we will charge the account when you advise us of your approval of the master account bill. In the event any charges are disputed, you agree that we may charge the undisputed charges to the account immediately and the remainder will be charged upon resolution.

It is our understanding all charges associated to your daily meetings, banquet events and group meals will be paid for by the method selected below:

- Direct bill
- Personal check
- Company credit card
- Company check

If payment will be made by credit card, please return the credit card authorization form (attached) with your contract. If not received, or credit is not approved, Group agrees that the estimated bill is to be paid in full by company check or cashiers' check for the entire estimated charges ten (10) business days **10/12/18** in advance of arrival.

The Hotel will approve and charge the credit card provided in full ten (10) days or by cashiers' check three (3) days prior to the event. The sleeping rooms, function space and food and beverage functions listed above will be considered definite commitments upon signing of this agreement by both parties, and will be subject to all terms and conditions set forth on the reverse side. You will be asked to sign Event Orders confirming the details of your events. Faxed signatures will be accepted. The persons signing below agree that they are authorized representatives of the above indicated group and Hotel who have authority to enter this contract. This agreement and the terms and conditions on the reverse side may not be changed or amended unless done so in writing and signed by both parties.

MEETING & FUNCTION REQUIREMENTS

Based on your requirements, Hotel has reserved appropriate function and/or meeting space outlined in the attached Schedule of Events. Any meeting room rental listed is exclusive of service charge and tax. Based on a sleeping room and food and beverage usage as indicated in this contract and the other anticipated revenues that Omni Louisville Hotel will realize from this event, the function space for your program will be provided at the rates on the booking recap. If additional meeting space is required after the execution of the agreement, then the Group will be subject to additional meeting room fees. Meeting room rental charges are based on your Guest Room Commitment, Program Functions and scheduled Banquet Functions. Listed below is the meeting room rental sliding scale based on your program. Changes to the Program agenda may result in the additional meeting room charges.

<u>Total Room Nights Utilized</u>	<u>Meeting Room Rental Charges</u>
90% -100%	\$300.00
80% - 89%	\$500.00
70% - 79%	\$1,000.00
Below 69%	\$1,500.00

You will be asked to sign Event Orders confirming the specific room set up details before your event. Should extensive meeting room set-ups or elaborate staging be required, there will be a set-up charge to cover Omni Louisville Hotel's cost and additional labor. If equipment is necessary that exceeds Omni Louisville Hotel's inventory, then Kentucky Educational Development Corporation agrees to pay for the cost of renting of additional equipment. In addition, if significant changes are made to the room set up details after receipt of the signed Event Orders (including on-site changes), a re-set fee of \$150.00 per meeting room or change will be assessed. The quotations listed do not include gratuities, taxes, and service charges, which are currently 6% tax, 24% gratuities / service charge.

For the safety of persons and property, no fireworks or incendiary devices may be used indoors at the hotel. You agree to indemnify us for any damage caused to any hotel property as a result of drayage related to your event, whether caused by you, your agents, employees, contractors, or agents.

The Hotel understands that there may be persons or groups attending your convention who may wish to schedule additional meetings over your convention dates. These affiliated persons or entities will be expected to pay for use of function space requested at Omni Louisville Hotel's published rates.

BANQUET SERVICES

Group has agreed to hold the banquet food and beverage events set forth in the attached program schedule and guarantee a minimum of **\$1,000.00** food and beverage banquet revenue. This F&B Minimum does not include meeting room rental, food & beverage outlet revenue, room service, service charges, tax, labor charges, audio visual, parking, or any other miscellaneous charges incurred.

Should your final actual banquet revenue drop below your contracted minimum the Parties agree that the difference between the F&B guarantee and the actual food and beverage expenditure will be assessed to your Master Account in the form of meeting room rental. You will be asked to sign Event Orders confirming menus and other details for each of your events prior to the event start date.

Average Continental Breakfast: \$25++
Average Breakfast Buffet: \$32++
Average Break: \$15++
Average Lunch Buffet: \$43++

Average Light Reception: \$42++
Average Heavy Reception: \$64++
Average Plated Dinner: \$79++
Average Dinner Buffet: \$84++

Until specific menus and prices are established, Omni Louisville will compute any performance or cancellation damages due using the banquet food & beverage minimum above. Hotel menu prices will be guaranteed six (6) months prior to group's arrival.

All buffets with a guarantee under twenty-five (25) guests are subject to a \$100 set up fee. All buffets with a guarantee under fifteen (15) guests are subject to a \$200 set up fee.

Upon request, copies of proposed menus will be provided. The quotations listed do not include gratuities, taxes, and service charges, which are currently 6% tax, 24% gratuities / service charge.

Due to licensing requirements and quality control issues, all food and beverage to be served on Hotel property must be supplied and prepared by the Hotel. The Hotel reserves the right to cease service of alcoholic beverages.

Appropriate function space will be assigned to suit the specific requirements of your meeting. Due to the possibility of changes in the number of people, number of guestrooms, format, and dates, the Hotel must reserve the right to assign all public spaces.

The Hotel must receive the final written program by **Wednesday, September 26, 2018**. Should the Hotel not receive the final written program by the date indicated above, the Hotel will reserve the right to release space. Should additional meeting space be required that is not included in the program outlined above, the Hotel will make every effort to accommodate such requests. Additional costs will be assessed to the Group for additional space requests. In addition, the Hotel does reserve the exclusive right to assign all public space. Approval must be received from Hotel before any meeting room names may be assigned or published by Group.

GUARANTEE POLICY

Final event details must be received by the Catering department no later than **10/05/18**, (21 prior to arrival). Before publishing event locations, approval must be received from the Hotel's Catering Manager.

It is necessary that the Banquet & Catering Department be notified of the exact attendance no later than 12:00 noon, EST, on **10/23/18** (72 hours prior to the scheduled function). This number shall constitute a guarantee not subject to reductions, and charges will be made accordingly.

If a guarantee is not received at the appropriate time, the Hotel will assign a guarantee number equal to the indicated anticipated attendance as noted in this agreement. If attendance is higher than the guarantee given, the actual attendance number may be charged at a premium rate.

PARKING

All parking at the resort is conducted by valet. The current overnight rate for valet parking is \$32 plus tax per vehicle, per night. The parking rates that are in affect during the dates of your meeting may be greater or less and will be applicable to those that choose to park at the hotel. Valet rates are subject to change.

AUDIO VISUAL

Omni Hotels and Resorts have a preferred in-house audio visual department relationship with *Encore Event Technologies* and as such reserves the right to bid on each meeting contracted. Encore maintains a well-trained and professional on-site staff and expansive inventory of the most technically advanced equipment and services to support your audio visual, sound, lighting, video, rigging, power and high speed internet access needs.

Omni Louisville maintains a strict policy on protecting its infrastructure. *Encore Event Technologies* is fully trained and certified with all hotel policies. Should the customer elect Encore Event Technologies for their event, the services and costs outlined below are to be provided to the customer on a complimentary basis.

- **Load-In | Load Out Supervisor – Starting at \$900++**
A liaison is required to supervise the event space to ensure proper usage of hotel infrastructure and assist with hotel information/direction during load in and out. Encore Event Technologies will provide this service at an hourly rate with a four-hour minimum. Rates are subject to change without notice and change based on day of week and hours performed. See Production Guidelines for more information.
- **Freight Operator – Starting at \$900++**
All equipment, productions and outside vendors who require use of the freight elevator will be required to reserve the elevator and schedule an elevator operator. Encore Event Technologies will provide this service at an hourly rate with a four-hour minimum. Rates are subject to change without notice and change based on day of week and hours performed. See Production Guidelines for more information.
- **Carpet Protection – Starting at \$425.00++**
Polytak carpet protection is required for all large and heavy equipment being loaded into the hotel meeting space. This includes audio visual road cases, exhibits, pallet jacks and freight. Polytak is also required in designated storage areas, for example an AV storage room. Encore Event Technologies can provide this service; approved outside audio visual and/or exhibit vendors can provide this service.

To ensure proper use and function of house sound systems, Omni reserves the right to:

- Supply all audio support whenever the use of the in-house sound systems is utilized
- Supply all wireless microphones to ensure all utilized frequencies are managed appropriately

Encore Event Technologies is the exclusive provider of all rigging and power requirements. All rigging performed within the meeting space will be designed per specification, installed and removed exclusively by *Encore Event Technologies*. Power and rigging requirements must be stated in writing a minimum of two weeks prior to the event's installation date. *Encore Event Technologies* is the exclusive provider of all high-speed internet and networking requirements within the meeting space and is available for a fee based on group requirements.

Additional Third-party suppliers may be used for your event's technology needs. Charges for load-in and load-out supervisor and freight elevator as outlined above will apply. Omni Hotels and Resorts reserves the right to approve all outside contractor(s). All approved outside contractors are required to complete the following prior to arrival: Certificate of Insurance and Liability Release with Omni Louisville required designations and Signed Acknowledgment of Production Guidelines. Loading dock use must be reserved and approved prior to arrival by assigned Convention Services Manager.

SHIPPING AND RECEIVING

Packages shipped to the Hotel will be accepted by the Omni Louisville Business Center. Handling charges (both inbound and outbound) are assessed for all packages, boxes, and pallets shipped to/from and received by the Omni Louisville Hotel. Handling charges are based on weight and include the acceptance, storage and delivery of the item to the required meeting room or guest room. Below are current handling fees (*pricing is subject to change without notice*):

Letter/Envelope/Padded Pak \$5.00
1 – 10 lbs. \$7.00
11 – 20 lbs. \$15.00
21 – 40 lbs. \$25.00
41 – 60 lbs. \$45.00
61 – 80 lbs. \$70.00
81 – 100 lbs. \$100.00
101+ lbs. \$120.00
Small Rolling Crate (under 75 lbs.) \$75.00
Large Rolling Crate (over 75 lbs.) \$150.00
Pallet (Freight) \$250.00

Items received greater than four days prior to pick-up/delivery are subject to a storage fee. Additional storage fees apply for outgoing storage greater than two days. Any abandoned materials are discarded three business days from scheduled pickup date. A storage fee will also apply to each empty packing container stored during a function. The Omni Louisville Hotel is not in any way liable for the contents of these packages.

Additional fees may apply for shipments or deliveries outside of normal business hours. Packages or materials of excessive size, weight or value must be approved prior to arrival by your Convention Services Manager.

Exhibitors should address any exhibit materials or packages to themselves at the below address.

The following information must be on all group packages to ensure proper delivery:

ATTENTION: Tammy Vonderheide
Contact Phone: (606) 928-0205
Group: Kentucky Educational Development Corporation ~ KEDC Executive Leadership Retreat
Arrival: 2018-10-26
Property Address: Omni Louisville Hotel 400 2 nd Street, Louisville KY 40202
Sales Manager: Carly Reynolds
Sales Manager Phone/Email: carly.reynolds@omnihotels.com
Number of Boxes:

SIGNS AND BANNERS

No signs, banners, or displays shall be erected or displayed in any part of the Hotel without prior approval. It is understood that approved signage and/or banners are subject to set up fees.

CANCELLATION

Kentucky Educational Development Corporation agrees that should it cancel its event for any reason, including changing its meeting site to another hotel, that Omni Louisville Hotel will suffer damages. The closer to the date of your event that a cancellation occurs, the less likely it is that Omni Louisville Hotel will be able to replace any or all of your business with comparable business. Therefore, the parties agree that Kentucky Educational Development Corporation will pay as liquidated damages to Omni Louisville Hotel immediately upon notice of cancellation a percentage of the total revenues anticipated by Omni Louisville Hotel for your event from sleeping rooms and food and beverage events set forth in your program as follows:

*Cancellation after contract signature
(100% of total room nights at \$199) + 100% of food & beverage guarantee +
100% room rental)*

\$5,280.00

These payments may be subject to the applicable taxes.

Omni Louisville Hotel will not consider notice of cancellation valid and will not release accommodations held until written notice of cancellation and payment of the liquidated cancellation damages are received, therefore delay in payment may result in higher damages owed.

FORCE MAJEURE

The performance of this Letter of Agreement is subject to acts of God, war, government regulations, domestic terrorism, disaster, strikes, civil disorder, or curtailment of transportation facilities or any emergency beyond the parties' control, making it illegal or impossible to perform their obligations under this Agreement.

INSURANCE

The Hotel and the Group shall each obtain and maintain insurance in amounts sufficient to provide coverage for any liabilities which may reasonably arise out of or result from any activities conducted at the Hotel. Evidence of such insurance shall be provided to the other party at the request of such party.

INDEMNIFICATION

To the extent permitted by law, you agree to protect, indemnify, defend and hold harmless Omni Louisville Hotel and Omni Hotels Management Corporation, and their respective officers, directors, owners, parents, subsidiaries, affiliates, employees and agents against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out of or connected with your function, except that nothing in this indemnification shall require you to indemnify the Hotel for that portion of any claim that is finally determined to arise out of the negligence or willful misconduct of the Hotel.

Hotel will defend, indemnify and hold harmless Group from and against all claims, actions or causes of action, liabilities and costs arising from the errors, negligence or willful misconduct of Hotel's employees or agents in connection with the performance of the obligations hereunder which results in direct physical injury, death or damage to tangible personal property, provided that Group gives prompt notice of the claim to Hotel, and provides all reasonable assistance therein.

AMERICANS WITH DISABILITIES ACT

Both the Group and the Hotel shall be responsible for compliance with the public accommodation requirements of the Americans with Disabilities Act as defined by law.

The Hotel shall provide, to the extent required by the Act, such auxiliary aids and/or services as may be reasonably requested by Group, provided that Group gives reasonable advance written notice to the Hotel of such needs. Group shall be responsible for the cost of any auxiliary aids and services (including engagement of and payment of specialized service providers, such as sign language interpreters), other than those types and quantities typically maintained by the Hotel.

EFFECTIVE DATE OF COMMUNICATIONS / SIGNATURES SENT BY FACSIMILE

The parties agree that for purposes of this contract and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by facsimile transmission will be considered as enforceable and valid as original signature by the party signing.

This contract, with exhibits attached hereto (if any), upon signature by both parties below constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by Kentucky Educational Development Corporation and Omni Louisville Hotel.

The undersigned expressly agree and warrant that they are authorized to sign and enter into this contract on behalf of the party for which they sign.

ACCEPTED AND AGREED TO:

Kentucky Educational Development Corporation

By: _____

Tammy Vonderheide
Chief Financial Officer

Date: _____

Omni Louisville, LLC
d/b/a Omni Louisville Hotel
By: Omni Hotels Management Corporation, its agent

By: _____

Carly Reynolds
Express Sales Manager

Date: _____

By: _____

 Bryan Hart
Director of Sales

Date: _____

SCHEDULE OF EVENTS

Date	Start Time	End Time	Function	Room	Setup	Agr	Rental
October 26, 2018	1:00 PM	4:00 PM	Meeting	Barrel	Rounds of 8	30	\$150.00
October 26, 2018	2:00 PM	2:30 PM	PM Break	Barrel	Existing	30	
October 27, 2018	8:00 AM	9:00 AM	Continental Breakfast	Barrel	Existing	30	
October 27, 2018	8:00 AM	12:00 PM	Meeting	Barrel	Rounds of 8	30	\$150.00

OMNI  HOTELS & RESORTS
DIRECT BILL APPLICATION
Hotel: Omni Louisville

Name of Organization: _____
Billing Address: _____ City: _____ State: _____ Zip: _____
Group Contact: _____ Telephone Number: _____
Accounting Contact: _____ Telephone Number: _____
Main Phone Number: _____ Fax Number: _____
Would you prefer your bills/invoices emailed? If so, email address: _____
Is your company tax exempt? Sales Tax State Occupancy Tax City Occupancy Tax
If so, please attach a copy of the qualified tax exemption form.

Billing Instructions: All charges billed to Master Room & Tax only to Master Individual Pays Own
 Banquet charges Only Other _____
Persons authorized to sign charges: _____
(Attach additional pages, if needed)

Banking Reference

Name: _____
Account Number: _____ Telephone Number: _____
Dun and Bradstreet Number: _____

LIST HOTEL REFERENCES (The most current)

1. Hotel: _____ Telephone Number: _____
Address: _____

Date of Stay or Function: _____
2. Hotel: _____ Telephone Number: _____
Address: _____

Date of Stay or Function: _____
3. Hotel: _____ Telephone Number: _____
Address: _____
Date of Stay or Function: _____

The applicant certifies that all information is correct and authorizes the Hotel/Resort to perform a direct investigation of these references, including standard hotel credit check and agree to hold harmless from any action arising out of the legitimate and proper conduct of those investigations.

The applicant agrees that the named group or firm shall pay the amount or amounts due no later than 30 days from the invoice date. All disputed items not paid within the terms listed above will be considered PAST DUE. The Omni Hotel/Resort does impose a finance charge on all past due items in the amount of 1.5% interest per month (18% per year), or the maximum allowed by law, on the unpaid balance, and the reasonable cost of collection, including attorney's fees. The applicant understands that failure to pay within these terms may discontinue billing privileges as well as result in collections, and/or reporting to various credit agencies.

By signing below, I certify that I am authorized to release this information and bind the organization in this credit transaction. Omni Hotels Management Corporation reserves all rights.

Completed by: _____ Signature: _____
Title: _____ Date: _____

THIS APPLICATION MUST BE FILLED OUT COMPLETELY IN ORDER TO BE ELIGIBLE FOR BILLING

For Office Use ONLY

Sales/Catering Manager: _____ Date of Function: _____ Estimated Amount of Function: _____
Director of Finance Approval: _____ NSO: _____

OMNI LOUISVILLE
400 SOUTH 2ND STREET
LOUISVILLE, KY 40202

August 29, 2018

Remit To:
 Tammy Vonderheide
 Kentucky Educational Development Corporation
 KEDC Executive Leadership Retreat

<u>DATE</u>	<u>REFERENCE</u>	<u>CHARGES</u>	<u>CREDITS</u>	<u>BALANCE</u>
8/29/18	ADVANCE PAYMENT Due on or before 08/31/18	\$2,847.75		\$2,847.74
	FINAL DEPOSIT Due on or before 09/26/18	\$2,847.74		\$0.00
<u>CURRENT</u>	<u>30 TO 60 DAYS</u>	<u>60 TO 90 DAYS</u>	<u>OVER 90 DAYS</u>	<u>TOTAL DUE</u>
				\$5,695.49