



**EMBASSY
SUITES**
by HILTON®

Lexington UK Coldstream

1801 Newtown Pike, Lexington Kentucky, 40511

GROUP SALES AGREEMENT

DESCRIPTION OF GROUP AND EVENT

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

ORGANIZATION: KEDC
CONTACT: Terri White
JOB TITLE: Coordinator
ADDRESS: 904 W. Rose Road
Ashland, KY, 41102

E-MAIL: terri.white@kedc.org

NAME OF EVENT: KEDC

OFFICIAL PROGRAM DATES: Wednesday, April 17, 2019 to Thursday, April 18, 2019

GUEST SUITE COMMITMENT

The Hotel agrees that it will provide, and KEDC agrees that it will be responsible for utilizing, 13 ("Total Room Nights") as follows:

Embassy Suites Lexington - KEDC - USD			
		KING BED NON	
4/17/2019	Guestrooms	13	
	Rate	139.00	

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 KEDC 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)

COMMISSION

The group suite rates listed above are net non-commissionable. KEDC will advise its designated agency (ies) of these rates and address any resulting agency compensation issues directly with the management of the appropriate agency.

METHOD OF RESERVATIONS

KEDC will forward its rooming list by 03/29/2019.

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

KEDC has agreed to guarantee all reservations. This means KEDC 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 03/29/2019 (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 KEDC group rate after this date.

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

MASTER ACCOUNT CHARGES

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

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.

SUITES ATTRITION

Hotel is relying on KEDC's use of 80% Total Suite Nights Blocked. KEDC 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 KEDC be less than 80% of the Total Suite Nights, KEDC agrees to pay as liquidated damages and not as a penalty, the difference between 80% of the Total Suite Nights and KEDC actual usage of suites, multiplied by the average group suite rate.

CANCELLATION

KEDC 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. KEDC acknowledges that a Cancellation would constitute a breach of KEDC'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 KEDC's rooms and function space.

KEDC 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.

Date of Decision to Cancel	Amount of Liquidated Damages Due
Date of Agreement to 9 months prior	10% of Total Suite Revenue*
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	75% of Total Suite Revenue*
30 days prior to arrival	100% of Total Suite Revenue*

* "Total Room Revenue" is the dollar amount equal to the number of Total Suite Nights multiplied by KEDC's average suite rate.

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

ACCEPTANCE

Prior to execution by both parties, this document represents an offer by the Hotel. Unless the Hotel otherwise notifies KEDC at any time prior to KEDC's execution of this document, the outlined format and dates will be held by the Hotel for KEDC on a first-option basis until 03/22/2019. If KEDC 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 03/22/2019, 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 KEDC.

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

SIGNATURES

Approved and authorized by KEDC:

Name: (Print) _____

Title: (Print) _____

Signature: _____

Date: _____

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

Signature: _____

Laura Wilson