

D DELTA HOTELS

MARRIOTT Delta by Marriott Ashland Kentucky

1441 Winchester Ave., Ashland, KY 41101
Phone: Fax:

Group Sales Agreement

Post As:		Status:	
Name Of Group:	Kentucky Educational Development Corporation	Date Prepared:	10.17.2019
Group Contact:	Tina McCormick	Hotel Contact:	Denise Underwood
Address:		Phone:	606-327-1100
		Fax:	
City:		Email:	deniseu@lbaproperties.com
State:		On-site Contact:	Denise Underwood
Telephone:	606-928-0205	File Code:	
Contact email:	Tammy.Vonderheide@kedc.org	Event Number:	
Contact Fax:		Group Code:	

Group Room Reservation Arrangements

Arrival Date: 12.13.19

Departure Date: 12.14.19

Date	Rate	12.13
Day of Week		Friday
King Bed	\$109	15
Total Rooms		15

**ALL ROOM RATES ARE SUBJECT TO LOCAL SALES TAX AND OCCUPANY TAXES
(Please bring Tax Exempt Documentation, if applicable)**

RESERVATIONS:

Method: Individual's Call-In to book directly with the hotel, asking for the group rate by name

GUARANTEE

Guarantee Method: Individual Credit Card

If using credit card to guarantee, please complete the attached credit card authorization form.

BILLING:

Billing Method:

Baggage:

COMMISSIONABLE/NON-COMMISSIONABLE:

These rates are confirmed on a net non-commissionable basis. No commissions will be paid on cancellation fees or attrition fees collected.

COMMENTS & SPECIAL INSTRUCTIONS

The following represents an agreement between **Delta by Marriott Ashland** hereafter "Hotel" and **Kentucky Educational Development Corporation** hereafter "Client" and outlines specific conditions and services to be provided. Rates quoted in this agreement are valid through 12.13.19. If the approved agreement is not received by 12.6.19, we will assume your plans changed and rooms will be released.

CUT-OFF DATE (*Upon receipt of the signed contract Hotel will block the above agreed upon rooms*): Reservations by attendees must be received on or before December 6, 2019 (the "Cut-Off Date"). On the Cut-Off Date, Hotel will review the reservation pick-up for the Event, release the unreserved rooms for general sale, and determine whether it can accept reservations based on a space- and rate-available basis at Client group rate after this date. Release of rooms for general sale following the Cut-Off Date does not affect Client obligation, as discussed elsewhere in this Agreement, to utilize guest rooms.

GUEST ARRIVAL AND DEPARTURE: Guest check-in time is after 3:00 pm and checkout time is 11:00 am. Room assignments prior to that time are on an availability basis. During peak periods of high occupancy, rooms may not be available upon arrival. Rooms will be made available for check-in as soon as possible.

DAMAGES AND LIABILITY: Any damages to the **Delta by Marriott Ashland** shall be passed on to the client, and charged to the credit card on file.

SECURITY: Hotel will not assume responsibility for the damage or loss of any merchandise or articles left in Hotel prior to, during, or following your event.

CHANGES, ADDITIONS, STIPULATIONS OR LINING OUT: Any changes, additions, stipulations, or deletions, including corrective lining out by either Hotel or Client, will not be considered agreed to or binding unless such modifications have been initialed or otherwise approved, in writing, by both parties.

COMPLIANCE WITH LAWS: Client agrees to comply with all applicable federal, state and local laws, including health and safety codes and federal anti-terrorism laws and regulations. Client agrees to cooperate with Hotel and any relevant governmental authority to ensure compliance with such laws. Client represents, warrants and agrees that it is currently, and at the time of the event which is the subject of this contract will be, in compliance with all applicable local, state, federal regulations or laws, including but not limited to, all provisions of the Patriot Act and regulations or requests of the U.S. Department of Homeland Security and the Office of Foreign Assets Control in the U.S. Department of the Treasury. Hotel may cancel this Agreement without any liability if in the Hotel's sole, reasonable determination, Hotel believes that it is necessary to do so in order to comply with its obligations under applicable laws, rules or regulations.

AUXILIARY AIDS: Hotel represents and you acknowledge that Hotel facilities being rented for you including guest rooms, common areas and transportation services will be in substantial compliance with applicable public accommodation requirements under the Americans with Disabilities Act. You agree that one week in advance of your event you will furnish to us a list of any auxiliary aids needed by your attendees in meeting or function space. You agree to pay all charges associated with the provision of such aids. We will, upon your request, furnish you with the names of businesses you can contact to obtain these aids. You also agree to be responsible for compliance with the ADA in the set up and conduct of meetings for your group.

FORCE MAJEURE: Neither party shall be responsible for failure to perform this contract if circumstances beyond their control (including, but not limited to; acts of God, shortage of commodities or supplies to be furnished by Hotel, governmental authority, or declared war in the United States) make it illegal or impossible for Hotel to hold the event

SUCCESSORS AND ASSIGNS: The commitments made by Client will be binding on its successors and assigns. In the event that Client assigns, sells, conveys, pledges or otherwise disposes of all or substantially all of its assets (collectively referred to as "assignment"), by operation of law or otherwise, this agreement and the obligations herein must also be assigned to and assumed by the successor organization, subject to approval by Hotel. In the event such an assignment is contemplated, Client agrees to notify Hotel at least thirty days in advance of the planned close of the assignment transaction of the entities involved. Hotel will thereafter have 20 days in which to notify Client if assignment is approved.

OUTSIDE CONTRACTORS: Should Client elect to utilize outside contractors or subcontractors on Hotel premises during your event, including, but not limited to, a destination management company, audio/visual services, decorators, or others, you must notify Hotel of your intention to use such providers for approval in advance of your event. All outside contractors must sign a hold harmless, indemnification and insurance agreement in the form currently in use at Hotel for similar outside contractors and provide proof of insurance in amounts acceptable to Hotel (amounts and types of insurance may be changed or increased in Hotel sole discretion based on the type of services the outside contractor will be providing) before they will be allowed to provide services on Hotel premises. In some instances, Hotel may be required, pursuant to obligations imposed on Hotel by labor unions or collective bargaining agreements, to utilize Hotel labor to provide certain services, and Customer agrees to pay the fees and/or charges associated with these services.

PROMOTIONAL CONSIDERATIONS: We have the right to review and approve any advertisements or promotional materials in connection with your function that specifically reference any name or logo of Hotel. You represent and warrant that your activities conducted at the hotel and in connection with the function shall not infringe the patent, copyright or trademark rights or violate rights of privacy or publicity of any third party.

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 **Hotel** and the **Client**. For the avoidance of doubt, emails, including emails that bear an electronic "signature block" identifying the sender, do not constitute signed writings for purposes of this Agreement

Hotel Representative

Name: Denise Underwood

Title: Sales Manager

Date: 10/17/19

Signature: Denise Underwood

Group Representative

Name: Tammy Vonderheide

Title: Group Representative

Date: 10/21/19

Signature: Tammy D. Vonderheide