



**DESCRIPTION OF GROUP AND EVENT**

The following represents an agreement between Four Points by Sheraton Lexington, 1938 Stanton Way, Lexington, KY, 40511, (859) 259-1311 and Kentucky Educational Development Corporation.

ORGANIZATION: Kentucky Educational Development Corporation

CONTACT: Name: Terri White  
 Job Title:  
 Street Address: 904 W Rose Road  
 City, State, Postal Code: Ashland, KY 41102  
 Country/Region: USA  
 Phone Number: (606) 929-2220  
 Fax Number:  
 E-mail Address: terri.white@kedc.org

NAME OF EVENT: KEDC October 2019  
 REFERENCE #: M-I72587U  
 OFFICIAL PROGRAM DATES: Wednesday, 10/16/2019 - Thursday, 10/17/2019

**GUEST ROOM COMMITMENT/GROUP ROOM RATES**

The Hotel agrees that it will provide, and Kentucky Educational Development Corporation agrees that it will be responsible for utilizing, 10 room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

KEDC			
Date	Day	Standard Double Non Smoking	Total Rooms
10/16/2019	Wed	10	10

Start Date	End Date	Room Type	Single
10/16/2019	10/16/2019	Standard Double Non Smoking	\$120.00

Hotel's room rates are subject to applicable state and local taxes (currently 16.07%) in effect at the time of check-out.  
**Overnight Room Rate includes Full Hot Breakfast.**

**COMMISSION**

The group room rates listed above are net non-commissionable. Kentucky Educational Development Corporation will advise its designated agency of these rates and address any resulting agency compensation issues directly with the management of the appropriate agency.

**METHOD OF RESERVATIONS**

Reservations for the Event will be made via rooming list submitted to the Sales Department.

**GUARANTEED RESERVATIONS**

All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card or by Kentucky Educational Development Corporation. Hotel will not hold any reservations unless secured by one of the above methods.

**\*\*\*Reservations not cancelled by 4:00pm (EST) two (2) days prior to date of arrival will be charged for one (1) overnight stay and the remaining days on the reservation will be cancelled.\*\*\***

**CUT-OFF DATE**

Reservations by attendees must be received on or before **Wednesday, October 9, 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 Kentucky Educational Development Corporation group rate after this date.

**NO ROOM TRANSFER BY GUEST**

Kentucky Educational Development Corporation agrees that neither Kentucky Educational Development Corporation nor attendees of the Event nor any intermediary shall be permitted to assign any rights or obligations under this Group Sales Agreement, or to resell or otherwise transfer to persons not associated with Kentucky Educational Development Corporation reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

**BILLING ARRANGEMENTS**

The following billing arrangements apply: Special Billing: Some rooms Individual to pay all charges (cash-paying guests may be asked to leave a cash or credit card deposit to guarantee payment) Some rooms Room and tax charges to Master Account **Please note that the state tax exemption is only applicable to the KEDC Master Billed overnight rooms.**

**METHOD OF PAYMENT**

Kentucky Educational Development Corporation has indicated that it has elected to use the following form of payment:

- Cash, money order, or other guaranteed form of payment
- Credit card (We accept all major credit cards)
- Company check or Electronic Funds Transfer
- \_\_\_\_\_ [agreed alternative]

Customer will provide a credit card authorization form with the signed contract for event charges. The provided credit card will be authorized 3-5 days prior to the event start date. All Master Account charges will be charged to such credit card at departure. **Should Customer decide to change payment type after contract signing, Hotel must be notified no later than 30 days prior to the date of arrival to allow Hotel to approve the change.**

**ATTRITION – Rooms Per Night**

As a courtesy to your group, guest room attrition will be waived as long as any unreserved rooms are returned to the general hotel inventory for resale after the contract cutoff date.

**CANCELLATION**

As a courtesy to your group, cancellation will be waived as long as any unreserved rooms are returned to the general hotel inventory for resale.

**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, acts of terrorism, government regulations, disaster, strikes, civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible for the Hotel to provide, or for groups in general to 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.

**COMPLIANCE WITH LAW**

This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and Kentucky Educational Development Corporation agree to cooperate with each other to ensure compliance with such laws.

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

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or Kentucky Educational Development Corporation 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.

**LITIGATION EXPENSES**

The parties agree that, in the event litigation relating to this Agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorneys' fees.

**COMPLIANCE WITH EQUAL OPPORTUNITY LAWS**

This section describes Marriott's obligations as a U.S. federal contractor. It does not apply to customers that are not part of the U.S. federal government or using funds from the U.S. federal government for this contract.

Marriott shall comply with all applicable laws, statutes, rules, ordinances, codes, orders and regulations of all federal, state,

local and other governmental and regulatory authorities and of all insurance bodies applicable to the Hotel premises in performing its obligations under this Agreement.

Marriott (referred to as “contractor” in this section) shall comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans’ Readjustment Assistance Act, as amended, which are administered by the United States Department of Labor (“DOL”), Office of Federal Contract Compliance Programs (“OFCCP”). The equal employment opportunity clauses of the implementing regulations, including but not limited to 41 C.F.R. §§ 60.1-4, 60-300.5(a), and 60-741.5(a), are hereby incorporated by reference, with all relevant rules, regulations and orders pertaining thereto. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

Marriott also shall comply with Executive Order 13496 and with all relevant rules, regulations and orders pertaining thereto, to the extent applicable. The employee notice clause and all other provisions of 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference.

To the extent applicable, Marriott shall include the provisions of this section in every subcontract or purchase order so that such provisions shall be binding upon each contractor, subcontractor or vendor performing services or providing materials relating to this Agreement and the services provided pursuant to the terms hereof.

#### **PRIVACY**

Marriott International, Inc. (“Marriott”) is committed to complying with obligations applicable to Marriott under applicable privacy and data protection laws, including to the extent applicable EU data protection laws. Hotel shall comply with the then-current Marriott Group Global Privacy Statement (the “Privacy Statement,” currently available at <http://www.marriott.com/about/privacy.mi>) with respect to any personal data received under this Agreement.

Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration.

Kentucky Educational Development Corporation will obtain all necessary rights and permissions prior to providing any personal data to Hotel, including all rights and permissions required for Hotel, Hotel affiliates, and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Hotel’s privacy statement and applicable law. Notwithstanding any other provision, Hotel may use an individual’s own personal data to the extent directed by, consented to or requested by such individual.

**MARRIOTT BONVOY EVENTS**

Marriott Bonvoy Events provides Points or Miles to eligible Marriott Bonvoy Members who book and hold qualifying meetings and events at Participating Properties.

Approximately ten (10) business days after the conclusion of the Event (provided that the Event is not cancelled and Kentucky Educational Development Corporation has otherwise complied with the material terms and conditions of this Agreement), the Hotel will award Points or Miles to the Member and relevant account identified below. By inserting the airline frequent flyer account information, the recipient elects to receive Miles instead of Points.

Marriott Bonvoy Events is not available in certain circumstances, including (1) for any government employee or official booking a government event (U.S. government event or non-U.S. government event); (2) for any employee of a state-owned or state-controlled entity (“SOE”) booking an event on behalf of the SOE; or (3) for any other planner or intermediary when booking an event on behalf of a non-U.S. governmental entity or SOE. Hotels in the Asia Pacific region are restricted from awarding Points or Miles to any intermediary booking an event on behalf of any governmental entity or SOE.

**GROUP MUST CHECK ONE OPTION BELOW:**

- The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) is eligible to receive Points or Miles.

Member Name \_\_\_\_\_  
Marriott Bonvoy Membership Number \_\_\_\_\_

\*If Miles are desired instead of Points, please also provide:

Participating airline name \_\_\_\_\_  
Participating airline frequent flyer account number \_\_\_\_\_

OR

- The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) declines or is not eligible to receive Points or Miles and hereby waives the right to receive Points or Miles in connection with the Event.

The individual identified above to receive either Points or Miles may not be changed without such individual’s prior written consent. The number of Points or Miles to be awarded shall be determined pursuant to the Marriott Bonvoy Terms and Conditions (the “Terms and Conditions”), as in effect at the time of award. All Marriott Bonvoy Terms and Conditions apply. The Terms and Conditions are available on-line at <https://www.marriott.com/loyalty/terms/default.mi> and may be changed at the sole discretion of Marriott International, Inc. at any time and without notice. Capitalized terms used in this section have the meanings given to them in the Terms and Conditions.

\*Electronic selection – This may be done in Microsoft Word by double-clicking on the above unfilled box, choosing a blackened box, and then clicking “Insert.” Alternatively, one can use the commands “Insert” and “Symbol,” choose the blackened box, and then click “Insert.”


**ACCEPTANCE**

When presented by the Hotel to Kentucky Educational Development Corporation, this document is an invitation by the Hotel to Kentucky Educational Development Corporation to make an offer. Upon signature by Kentucky Educational Development Corporation, this document will be an offer by Kentucky Educational Development Corporation. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies Kentucky Educational Development Corporation at any time prior to Kentucky Educational Development Corporation's execution of this document, the outlined format and dates will be held by the Hotel for Kentucky Educational Development Corporation on a first-option basis until **Friday, October 4, 2019**. If Kentucky Educational Development Corporation cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at the Hotel's option, the arrangements will be released, in which case neither party will have any further obligations.


Upon signature by both parties, Kentucky Educational Development Corporation and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

**SIGNATURES**

Approved and authorized by Kentucky Educational Development Corporation:

Name: (Print) Terri White  
Title: (Print) Executive Assistant  
Signature:   
Date: 10-10-19

Approved and authorized by Hotel:

Name: (Print) Megan Byrd  
Title: (Print) Director of Sales  
Signature:   
Date: 10-10-19