



**EMBASSY  
SUITES**  
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Lexington UK Coldstream

**GROUP SALES AGREEMENT  
(Guest Rooms Only)**

This **Group Sales Event Agreement** ("Agreement") is by and between **Kentucky Educational Development Corporation (KEDC)** ("Group" or "you" or "your(s)") and **Lexington Kentucky Suite Hotel, LLC, d/b/a Embassy Suites by Hilton Lexington** (the "Hotel" or "we" or "us" or "our"). Group and Hotel are each a "Party" and, collectively, the "Parties").

Especially Prepared for:		Event & Hotel Information:	
<b>Client Contact Name:</b>	Terri White	<b>Name of "Event":</b>	KEDC Board of Directors
<b>Title:</b>	Coordinator	<b>Date(s) of Event:</b>	Wednesday, April 21, 2021 - Friday, April 23, 2021
<b>Responsible Party (Company Name or Individual):</b>	Terri White, Kentucky Educational Development Corporation (KEDC)	<b>Post to Reader Board as:</b>	KEDC Board of Directors
<b>Address:</b>	904 W. Rose Road	<b>Hotel Contact:</b>	Amy Stamper
<b>City, State, Zip:</b>	Ashland, KY 41102	<b>Title:</b>	Director, Sales & Events
		<b>Property Address:</b>	1801 Newtown Pike Lexington, KY 40511
<b>Phone:</b>	(606) 929-2220	<b>Phone:</b>	859-455-5109
<b>Email:</b>	terri.white@kedc.org	<b>Email:</b>	amy.stamper@atriumhospitality.com

**GUEST ROOM BLOCK AND RATES:** Once this Agreement is accepted, we will remove from our inventory and consider sold to you for your use guest room nights (i.e., sleeping rooms) pursuant to the following arrival and departure schedule (the "Total Contracted Rooms" or "Room Block").

Rates for your Event are confirmed as shown in the schedule.

**GUEST ROOMS and RATES**

<i>KEDC Board of Directors</i>					
		Wed 04/21/2021		Thu 04/22/2021	
		Rooms	Rate	Rooms	Rate
Run of House	S	15	\$135.00	0	\$0.00
	D	0	\$0.00	0	\$0.00

All guest rooms are run-of-the-house unless otherwise set forth above. Guestroom types (kings, double/doubles, etc.) cannot be guaranteed and will be reserved on a first-come, first-served basis.

Room rates quoted above are non-commissionable, net rates, subject to tax, which is currently 16.07% but will be the tax rate in effect at the time of the stay. You confirm that you have dealt directly with us, and have not used any person or service entitled to a commission.

## SPECIAL CONCESSIONS

- Complimentary Full breakfast buffet each morning
- Complimentary WIFI
- Complimentary Parking (\$10/per night savings)

## ROOM RESERVATION PROCEDURES

In order to assign specific room types to your attendees, each guest room in your Room Block must be confirmed no later than Monday, March 22, 2021 ("Reservation Due Date"). The Hotel has no obligation to provide room nights beyond those contained in the Room Block.

### **Rooming List**

In order to assign individuals to specific rooms, room reservations will be required. A rooming list is required in order to facilitate your attendees' accommodations, and it must be provided to the Hotel by Reservation Due Date. This list should include guest name, home or business address, email address (if any), requested type of room, requested bed type (i.e. king, double/double, queen, twin or suites) check-in and check-out dates, preference for smoking or non-smoking room, and VIP status. Any requests for special room arrangements should be indicated on the rooming list. The Hotel does not confirm reservations to the individual in writing.

After Reservation Due Date as described above and prior to your arrival date, all room nights which have not been reserved as described above will be deemed to be room nights which your group will not use, and they will become subject to the attrition provisions herein. Such room nights will at that date be returned to the Hotel's general inventory. Reservation requests from your attendees received after Reservation Due Date will be accepted on a space available basis, at the higher of the contract rate or rate available at that time. Should such requests be accepted, such room nights will be credited to your block for purposes of calculation of attrition.

## CHECK-IN / CHECK-OUT

Guest accommodations will be available at 3:00 PM on arrival day and reserved until 11:00 AM on departure day. The Hotel would appreciate receiving flight arrival times for your group, if available. Any attendee wishing special consideration for late checkout should inquire at the front desk on the day of departure.

## GUEST ROOM CHARGES

**Room only charged to Master Account:** You will be paying your Event guests' room, tax. Accordingly, all such charges incurred by Event guests will be charged to your Master Account. In order to be able to access the ancillary services of the Hotel, each guest will be required to present a valid credit card upon check-in, on which an amount of sufficient pre-authorization can be obtained to cover any charges for the guest's use of the Hotel's ancillary services. Should any guest not settle his or her account in full upon departure, you will be responsible for the outstanding balance (which may be added to your Master Account or billed to you separately).

**AGREED MINIMUM ROOM NIGHT REVENUE:** Based on the Total Contracted Rooms and the stated rates, the "Agreed Minimum Room Night Revenue" is \$2025.00

**ROOM BLOCK COMMITMENT:** When you contract for a block of rooms, those room nights are removed from our inventory and considered sold to you, and the Hotel makes financial plans based upon the revenues it expects to achieve from your full performance of this Agreement. It is impossible for the Hotel to know in advance whether or under what circumstances or at what rates it would be able to resell your contracted room nights if you do not use them, either as the result of a cancellation of your Event ("cancellation") or as the result of usage of less than your Total Contracted Rooms ("attrition"). In most instances, when groups do not use their contracted room nights, the Hotel is unable to resell those room nights and even when room nights are resold, they are generally not resold at the same rates, may be resold to groups which would have utilized the Hotel at another time, are resold to groups that do have the same needs as the original group, etc. Even when rooms may be resold, it is costly to re-market the rooms and such efforts divert the attention of our sales staff from selling the Hotel's rooms for other times. While your Room Block has been held out of our inventory, we may have turned away more lucrative groups in order to meet our commitment to you.

For all these reasons and others, the Parties agree that in the event of cancellation or attrition, the following charges, which represent a reasonable effort on behalf of the Hotel to establish its loss prospectively, shall be due as liquidated damages. Because the Hotel reasonably expects to derive revenue from your Event above and beyond the revenue derived from the provision of room nights and because it is difficult to estimate the actual revenue which may be derived from your Event, the amounts due as and for liquidated damages are intended to compensate the Hotel for all of its losses associated with cancellation and/or attrition

**ATTRITION:** We agree to allow for a 25% reduction from the Agreed Minimum Room Night Revenue, provided that you make a written request for that reduction between now and 60 days prior to your Event ("Permitted Attrition"). At the conclusion of your Event, we will credit against the Agreed Minimum Room Night Revenue the guest room revenue derived from your Event, and also credit any Permitted Attrition. Any balance will be posted as a charge to your Master Account, plus applicable taxes and service charges.

\* Final deposit payment must be by cash, credit card, certified or official bank check, money order, or bank transfer, with wiring instructions to be provided by Hotel. Unless prohibited by law, a 2.5% processing fee will be assessed on credit card payments.

Checks and money orders should be made payable to Embassy Suites by Hilton Lexington and be delivered to: Embassy Suites by Hilton Lexington, Attention: Accounting Department, 1801 Newtown Pike, Lexington, KY 40511. If any deposit payment is not made when due, Hotel may, at its option, deem the Event to be canceled, in which case cancellation charges will apply as noted above and the Hotel will retain any deposits on hand and apply them to the cancellation charges.

In addition to any other amounts authorized by this Agreement, the following items shall be charged to the Master Account: (guest rooms), (incidentals), (parking), (portage fees), attrition charges,, cancellation charges, and any other charges billed to the Master Account at the request of the authorized representative of the Group, as designated by the Group in advance of the Event, plus applicable taxes and governmental charges.

During the course of your Event, we would be pleased to meet with you each day at a mutually agreed upon time to review the charges applied to your Master Account and to keep it accurate and up to date. Please inform your Event Services Manager of a convenient time that you wish to establish for a daily meeting.

If credit was not established and maintained, any Master Account balance is due at the conclusion of the Event. Where credit was established and maintained, the Master Account balance will be invoiced to the Group within 10 days after the Event concludes, and shall be due and payable by Group within 10 days after the date of invoice. Master Account charges may be paid in the form of cash, check or bank transfer. All deposits, balances or charges not paid when due will bear interest at the lesser of 1.5% per month or the maximum rate permitted by law. Should the Hotel, in its sole discretion, deem collection action necessary in regard to any amounts payable by Group under this Agreement, all costs associated with that collection action, including reasonable attorney's fees, shall be payable by Group and may be posted to the Master Account.

Individual guest accounts are paid via the credit card provided by the guest at check-in.

**TAX EXEMPT STATUS:** If Group maintains a tax exempt status, Hotel must be provided with a valid exemption certificate no later than thirty (30) days prior to Group's arrival in order to be exempt from taxes. Please note, tax exempt status pertains to the Master Account only. Individual attendees are not tax exempt. Tax exempt status applies to sales tax only; other taxes may apply.

**ENTIRE AGREEMENT:** This Agreement, including the below-referenced **Additional Terms and Conditions**, and the appendices, attachments, addenda and exhibits attached hereto and hereby incorporated herein, constitutes the entire agreement between the Parties superseding any and all prior proposals, negotiations, representations, commitments and other communications between the Parties, whether oral or written, concerning the Event. This Agreement shall be deemed "accepted" and binding on the Parties only after it has been signed and delivered by a representative of the Group and thereafter by a representative of the Hotel. No representative of the Hotel is authorized to make any representation which varies from the express terms of this Agreement. This Agreement cannot be amended or supplemented except in writing signed by a representative of the Group and the Hotel's Director of Sales or General Manager. Group shall present Hotel an executed version signed by Group's representative prior to **Friday, April 16, 2021**.

**ADDITIONAL TERMS AND CONDITIONS:** By signing where indicated below, you are agreeing that in addition to the terms and conditions of this Agreement as set forth above, this Agreement also includes the general terms and conditions set forth in the Additional Terms and Conditions (collectively, the "Additional Terms and Conditions") located on the following website, which terms and conditions are hereby incorporated into and made a part of this Agreement: <https://atriumhospitality.com/terms-and-conditions/>

The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign and if applicable on behalf of Group/Client named above.

ACCEPTED AND AGREED TO:

Kentucky Educational Development Corporation (KEDC)

Group: KEDC Board of Directors

HOTEL:

Lexington Kentucky Suite Hotel, LLC  
d/b/a Embassy Suites by Hilton Lexington

By: *Terri White*

terri.white@kedc.org

By:

Name: Terri White, Coordinator

Dated: 04/09/2021

Name: Amy Stamper, Director, Sales & Events

Dated:

