



**EMBASSY  
SUITES**  
by HILTON™

Lexington UK Coldstream

**GROUP SALES EVENT AGREEMENT**

This **Group Sales Event Agreement** ("Agreement") is by and between **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, February 17, 2021 - Thursday, February 18, 2021
<b>Responsible Party (Company Name or Individual):</b>	Terri White, 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@atriumphospitality.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 02/17/2021			
		<b>Rooms</b>	<b>Rate</b>
2 DBL NON	S	5	\$115.00
	D	0	\$0.00
	T	0	\$0.00
	Q	0	\$0.00
KING BED NON	S	10	\$115.00
	D	0	\$0.00
	T	0	\$0.00
	Q	0	\$0.00

Total Room Nights Agreed: 15

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

- Rate includes parking - \$10/cost savings per night
- Complimentary WIFI
- Complimentary Breakfast

## 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 [Tuesday, February 9, 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 any 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).

## MEETING REQUIREMENTS

The Hotel will provide your requested function space in accordance with and at the rates set forth in the following Schedule of Events. The Hotel reserves the right to adjust function space at the reservations due date if attendance projects lower than contracted. Please ensure that the Schedule of Events includes all space necessary to accommodate your set-up and break-down times, all audio-visual needs, head tables and displays. Diagrams and identification of the Hotel's meeting space to be used for your Event may not be disseminated by the Group without the Hotel's prior approval.

SCHEDULE OF EVENTS Date	Time	Event Class	Room	Setup	AGR	Rental
Wed, 02/17/21	12:00 PM - 6:00 PM	Meeting	Coldstream 3	U Shape	35	\$200.
Wed, 02/17/21	1:00 PM - 1:30 PM	Break PM	Coldstream 3	Existing Setup	35	\$.00
Thu, 02/18/21	9:00 AM - 12:00 PM	Meeting	Coldstream 3	U Shape	35	\$200.
Thu, 02/18/21	10:00 AM - 10:30 AM	Break AM	Coldstream 3	Existing Setup	35	\$.00

**GUARANTEED ATTENDANCE AND MENU SELECTIONS:** Though this number will not affect the Agreed Minimum Food and Beverage Revenue figure noted below, the final attendance for your function must be received in writing by the event services office NO LATER THAN 12:00PM, three (3) working days before the date of the function. This will be the number for whom the Hotel will prepare food for the function. The Hotel cannot be responsible for service, accommodations or guaranteeing the same menu items for more than three percent over your guaranteed number of people. If a guarantee is not given to the Hotel by the specified time and date, the original estimated attendance would be considered the final guarantee. Your final menu selections must be made no later than 10 days prior to commencement of your Event. A Banquet Event Order will be sent to you to confirm all final arrangements and prices. If you do not advise Hotel of any corrections or changes to the Banquet Event Order by the date requested by Hotel, the Banquet Event Order will be considered accepted by you as correct. Group will be responsible for the charges listed on the Banquet Event Order or the Agreed Minimum Food and Beverage Revenue figure, whichever is greater, plus applicable tax and service charges. Diagrams and identification of the Hotel's meeting space to be used for your Event may not be disseminated by the Group without the Hotel's prior approval.

**SERVICE CHARGE:** A service charge of 25% (or the current service charge in effect on the day of the Event) will be assessed on all charges relating to your Event including, but not limited to, food and beverage, audio visual, connectivity, meeting room rental, labor fees and any other charges relating to your Event, plus any applicable state and/or local taxes. This service charge is not a gratuity and is the property of Hotel to cover discretionary and administrative costs of the Event. We will endeavor to notify you in advance of your Event of any increases to the service charge should different amounts be in effect on the day of your Event.

**AGREED MINIMUM ROOM NIGHT REVENUE:** Based on the Total Contracted Rooms and the stated rates, the "Agreed Minimum Room Night Revenue" is \$1,725.00.

**AGREED MINIMUM FOOD AND BEVERAGE REVENUE:** Based on the above Schedule of Events, the "Agreed Minimum Food and Beverage Revenue" is \$200.00. This amount does not include service charges or taxes, if applicable, which are noted separately herein, and any additional requested function space or food and beverage shall be extra. If the Agreed Minimum Food and Beverage Revenue Figure is not met, any balance will be posted as a food and beverage attrition charge to your Master Account, plus applicable taxes and service charges.

**ROOM BLOCK AND SERVICES COMMITMENT:** When you contract for a block of rooms and meeting facilities and for food and beverage services, those room nights, facilities and services 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, services or facilities 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 and/or contracted food and beverage services for the above Schedule of Events ("attrition"). In most instances, when groups do not use their contracted room nights or services, the Hotel is unable to resell those room nights or services and even when room nights or services 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 or services may be resold, it is costly to re-market the rooms and facilities, and such efforts divert the attention of our sales staff from selling the Hotel's rooms and facilities 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 food and beverage services, 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

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), (porterage fees), banquet food and beverage charges, service charges, attrition charges, meeting space rental charges (if any), cancellation charges, (charges for third-party services and/or supplies arranged through the Hotel), (audio-visual 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. . Group further agrees that all charges associated with use of the grounds, function space, facilities and services of the Hotel by its vendors shall be posted to the Master Account.

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.

**OUTSIDE FOOD AND BEVERAGE:** Due to applicable law, you may not bring alcoholic beverages into the Hotel for your Event. You must obtain our prior approval before you bring any food or non-alcoholic beverages from outside sources into our Hotel. Service fees will apply to any outside food or beverage served in our function space, regardless whether Hotel labor is required. Outside vendors shall be required to comply with (A) all applicable rules and regulations of Hotel for outside contractors, and (B) such additional directives as may be instituted by Hotel from time to time for the protection of the hotel and its occupants. These directives may include, without limitation, requirement of use of face masks, distancing, and protocols for the cleaning and sanitizing of areas and for the safe disposal of wastes.

**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, February 05, 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:

KEDC

Group: KEDC Board of Directors

By: Terri White  
terri.white@kcdc.org

HOTEL:

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

By: \_\_\_\_\_

Name: Terri White, Coordinator

Dated: 02/04/2021

Name: Amy Stamper, Director, Sales & Events

Dated: