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GROUP SALES AGREEMENT

Date Prepared: Friday, January 14, 2022

Group Contact: Terri White
Organization: Kentucky Educational Development Corporation
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Lexington, KY 40505

Telephone: (606) 929-2220
E-mail Address: Terri.White@kedc.org
Function Name: KEDC Board of Directors Meeting

Official Event Dates: March 16th, 2022 – March 20th, 2022

Hyatt Sales Manager: Stephen Tucker
Title: Group Sales Manager
Telephone: 859.519.4128 Fax: 859.254.7430
E-mail Address: stephen.tucker@hyatt.com

Kentucky Educational Development Corporation (“Group”), and Hyatt Regency Lexington (“Hotel”) agree as follows: The Hotel agrees to hold the space listed in this agreement on a tentative basis until February 11th, 2022. If this agreement is not fully executed by Group and Hotel by 2/11/2022, the Hotel will release the space. If an alternate request is received, the Hotel will notify you and you will have forty-eight (48) hours from Hotel notification to return this executed agreement.

GUEST ROOM BLOCK

Day	Wednesday	Thursday	Friday	Saturday	Sunday
Date	3/16/22	3/17/22	3/18/22	3/19/22	3/20/22
Sleeping Rooms	26	20	15	5	Checkout
Suites	1	1	1	1	Checkout
Total Room	27	21	16	6	N/A
Guestroom Minimum	22	17	13	5	N/A

Total Room Night commitment: 70

Included in the guest room block outlined above are the following suite accommodations:

GUEST ROOM RATES

The Hotel confirms the following guest room rates:

Single - Quad Occupancy: \$209.00/Night

Deluxe Suite: \$489.00/Night

Room rates are quoted exclusive of applicable state and local taxes in effect at the Hotel at the time of the meeting. Sales Tax includes 6.0% State and 10.07% Occupancy.

NON-COMMISSIONABLE

These rates are confirmed on a net non-commissionable basis.

RESERVATION PROCEDURE

Reservations must be received by the Cut-Off Date of February 23rd, 2022. Thereafter, Reservations will be taken on a space availability basis at prevailing rates. If the contracted room block fills prior to the cut-off date, the hotel reserves the right to deny any additional reservations to the block. All reservations must be guaranteed to the Hotel.

A guarantee may take the form of an advance deposit for the first night's lodging or an appropriate valid credit card number and expiration date, (group is exempt of providing credit card information for guests that are paying on their own. Payment for these guests will be collected upon check-in). The Hotel currently accepts Master Card, Visa, Discover Card, Diner's Club, and American Express. All cancellations must be made by 3:00 PM-the day prior to arrival. Failure to cancel a guaranteed reservation prior to 3:00 PM on the day prior to arrival will result in a no-show charge.

RESERVATION METHOD

ROOMING LIST

It is our understanding that the Group will submit to the Hotel a complete rooming list prior to the confirmed cut-off date. This list must be complete with names, addresses, arrival/departure dates, room type, and specific payment instructions. Any and all revisions to the submitted list should be made directly with the Reservations Department.

PAYMENT PROCEDURE

Organization pays for rooms & tax on certain individuals, other guests will be individual pay on own. All individuals will be responsible for own incidentals, to be paid by the individual upon check-out. All catering, room rental, AV and other miscellaneous charges to be billed to organization accordingly. Group may be exempt of sales tax with a copy of their Kentucky Tax Exemption Certificate sent to the hotel. This would exempt overnight rooms of sales tax paid by the group, but not by those guests that are individual pay on own.

GUEST ROOM MINIMUM

Hotel is relying on, and Group agrees to provide, a minimum number of guest rooms per day. This minimum is calculated as 80% of the contracted guest rooms per day. Should the Group fall below this amount, the Group will be responsible for the difference between the minimum guest room nights and actualized guest room nights multiplied by the single convention guest room rate, plus any applicable taxes.

For any day that the hotel achieves 100% occupancy during the official event dates, the Group will not be held responsible for the minimum number of guest rooms for that day.

The Hotel and Group intend to liquidate the damages in the event that the Group fails to meet the Guest Room Minimum set forth in this section. Therefore, Group and Hotel agree (a) that the above formula is a reasonable estimate of the Hotel's damage in the event that such a minimum is not met and (b) that the liquidated damages set forth in this section do not constitute a penalty.

CUT-OFF DATE

The "cut-off date" is 2/23/2022. Reservation requests received after the cut-off date will be based on availability at the Hotel's prevailing rates and will be credited to the Group's Guest Room Block.

SPECIAL CONCESSIONS

- Complimentary self-parking for all guests of Group.
- Complimentary wireless internet access in overnight rooms & meeting spaces.

FUNCTION SPACE COMMITMENT

The Hotel is currently holding function space based on the attached Program of Events dated 1/14/2022. This is considered to be a firm commitment by the Group and any increase or decrease to that commitment may result in a modification of room rental by the Hotel. All function and meeting space is assigned by the Hotel according to the number of persons guaranteed to attend the Group's function. The Hotel reserves the right to reassign the space listed on the Program of Events to accommodate both the Group and all other groups using the Hotel's facilities during the Group's meeting. A failure to submit a finalized Program of Events, 30 days prior to the event start date, may result in a release by the Hotel of the space being held for the Group and/or a reassignment to space more suitable for the finalized Program of Events once submitted. The Group agrees to promptly notify the Hotel of any changes in its function space requirements.

Meeting room rental for this program is waived with a \$4,000.00 food & beverage minimum requirement, (all fees for meeting and function space are subject to applicable taxes and service charges.) Should the Group's banquet food and beverage revenue fall below this amount, the difference will be applied as Meeting Room Rental and this amount will be placed on the Group's Master Account.

SERVICE CHARGE

A 25% Service Charge and applicable taxes shall be added to all food and beverage, meeting room rental and audio visual.

FOOD AND BEVERAGE MINIMUMS

Group agrees to provide a minimum of \$4,000.00 in banquet food and beverage revenue (excluding tax and service charge). Should the Group's banquet food and beverage revenue fall below this amount, the difference will be applied as Meeting Room Rental and this amount will be placed on the Group's Master Account.

The Hotel and Group intend to liquidate damages in the event the Group fails to meet the food and beverage minimum set forth in this section. Therefore, the Hotel and Group agree (a) that the above formula is a reasonable estimate of the Hotel's damage in the event the minimum set forth in this section is not met and (b) that the liquidated damages set forth in this section do not constitute a penalty.

All banquet food and beverage arrangements must be made through the Hotel. Only food and beverage purchased from Hyatt may be served on Hotel property. The Hotel reserves the right to cease service of alcoholic beverages in the event that persons under the state mandated age limit are present at the function and attempt to receive service of alcoholic beverages. Hotel further reserves the right to deny alcoholic beverage service to guests who appear to be intoxicated.

AUDIO/VISUAL

A complete line of audio/visual equipment is available through our in-house audio-visual provider, Encore Audio/Visual. To ensure availability of equipment, all orders must be received 3 days prior to each function. Estimated costs will be provided by Encore at the time equipment needs are submitted, you may contact Encore AV at (502) 589-4088. Arrangements will be made with third party for items, which the Hotel cannot supply.

DELIVERIES

Special arrangements must be made for receiving any equipment, goods, displays, or other materials, which will be sent, delivered, or brought into the Hotel. Failure to do this may result in deliveries being refused or materials being unavailable when required. The Hotel's receiving entrance is open from 7:30am-5:00pm, Monday through Friday. Any materials being sent to the Hotel must be marked as follows:

1. HOLD FOR ARRIVAL
ATTN: Guest's Name & Organization
ARRIVAL DATE: 00/00/00
2. COMPLETE RETURN ADDRESS
3. Hyatt Meeting Connection Manager's Name

Number of Boxes

Ex: Box 1 of 1, Box 1 of 2, etc.

4. ADDRESS PACKAGE AS FOLLOWS:

Receiving Dept./Package Room

Handling charges may apply. The Hotel does not accept any liability for equipment, goods, displays, or other materials, which arrive or fail to arrive at the Hotel. The Group is responsible for insuring its property for loss or damage.

CREDIT ARRANGEMENTS

Direct billing requested. The completed direct billing request must be received by the hotel **with your signed contract** to be considered for direct billing, (Group is approved for direct billing). Should billing be approved, the balance of the account is due and payable upon receipt. Finance charges will apply for any past due balances. If direct billing is not approved, then one of the two other options above must be used.

CANCELLATION OPTION

Either the Hotel or Group may cancel this contract without cause upon written notice to the other party at any time prior to the event and upon payment of an amount based on the following scale, plus applicable taxes:

60 days or less from the start of the official event dates	\$ 14,104.00 (80% of Rooms, 60% of F&B Minimum)
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Payment due as a result of this cancellation option shall be made by the canceling party to the non-canceling party at the time this Agreement is canceled by written notice.

The Hotel and Group intend to liquidate damages in the event that either party utilizes the cancellation option set forth in this section. Therefore, the Hotel and Group agree (a) that the above formula is a reasonable estimate of the Hotel's damage in the event of cancellation and (b) that the liquidated damages set forth in this section do not constitute a penalty.

RIGHTS OF TERMINATION FOR CAUSE

Except as otherwise provided in this Agreement, neither party shall have the right to terminate their obligations under this Agreement. Either party may terminate this Agreement for any one or more of such reasons upon written notice to the other party within five (5) days of such occurrence or receipt of notice of any of the following occurrences. This Agreement is, however, subject to termination for cause without liability to the terminating party, under any of the following conditions:

- a. The parties' performance under this Agreement is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other emergency of a comparable nature beyond the parties' control, making it impossible, illegal or which materially affects a party's ability to perform its obligations under this Agreement.
- b. In the event that either party shall make a voluntary or involuntary assignment for the benefit of creditors or enter into bankruptcy proceedings prior to the date of the Group's meeting, the other party shall have the right to cancel this Agreement without liability upon written notice to the other.
- c. In the event of termination by the Hotel under this section, the Hotel shall refund all deposits and/or prepayments made by the Group within five (5) days of the notice of termination.

INDEMNIFICATION AND HOLD HARMLESS

Hotel agrees to defend, indemnify and hold harmless Group from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees, arising out of or resulting from any act undertaken or committed by Hotel pursuant to the performance of its obligations under this Agreement. Hotel also agrees to defend, indemnify and hold harmless Group from any liability resulting from any claim, action or cause of action, which may be asserted by third parties arising out of Hotel's performance pursuant to this Agreement, except for those actions or liabilities which are due to the misconduct or negligence of the Group.

Group agrees to defend, indemnify, and hold harmless Hotel from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees, arising out of or resulting from any act undertaken or committed by Group or any contractors hired or engaged by the Group in connection with the performance of Group's obligations under this Agreement. Group also agrees to defend, indemnify, and hold harmless Hotel from any liability resulting from any claim, action or cause of action, which may be asserted by third parties arising out of the performance of Group's obligations pursuant to this Agreement, except those actions which are due to the misconduct or negligence of Hotel.

INSURANCE

Group and Hotel are required to insure their obligations set forth in the section entitled "Indemnification and Hold Harmless" above, and to provide evidence of such insurance upon request. For any activity introduced onto the premises by an outside contractor hired by Group, Group will be fully responsible for the actions of such outside contractor. Upon request, Group will provide a certificate of insurance covering the actions of such outside contractor, naming the Hotel Owner and Hyatt Corporation as additional insureds with regard to the activities of such outside contractor.

AMERICANS WITH DISABILITIES ACT

Compliance by the Hotel - The Hotel shall be responsible for complying with the public accommodations requirements of the Americans with Disabilities Act ("ADA") not otherwise allocated to the Group in this agreement, including: (i) the "readily achievable" removal of physical barriers to access to the meeting rooms, sleeping rooms, and common areas (e.g., restaurants, rest rooms, and public telephones); (ii) the provision of auxiliary aids and services where necessary to ensure that no disabled individual is treated differently by the Hotel than other individuals; and (iii) the modification of the Hotel's policies, practices, and procedures applicable to all guests and/or groups as necessary to provide goods and services to disabled individuals (e.g., emergency procedures and policy of holding accessible rooms for hearing and mobility impaired open for disabled individuals until all remaining rooms are occupied). Any extraordinary costs for special auxiliary aids requested by the Group shall be borne by the Group provided the Hotel notifies the Group of such cost in writing.

Compliance by the Group - The Group shall be responsible for complying with the following public accommodations requirements of ADA: (i) the "readily achievable" removal of physical barriers within the meeting rooms utilized by the Group which the Group would otherwise create (e.g., set-up of exhibits in an accessible manner) and not controlled or mandated by the Hotel; (ii) the provision of auxiliary aids and services where necessary to ensure effective communication of the Group's program of disabled participants (e.g., Braille or enlarged print handouts, interpreter or simultaneous videotext display); and (iii) the modification of the Group's policies, practices and procedures applicable to participants as required to enable disabled individuals to participate equally in the program.

Mutual Cooperation in Identifying Special Needs - The Group shall identify in advance any special needs of disabled registrants, faculty and guests requiring accommodation by the Hotel and will notify the Hotel of such needs for accommodation in writing as soon as they are identified to the Group. Whenever possible, the Group shall copy the Hotel on correspondence with attendees who indicate special needs as covered by ADA. The Hotel shall notify the Group of requests for accommodation which it may receive otherwise than through the Group to facilitate identification by the Group of its own accommodation obligations or needs as required by ADA.

CHANGES; NOTICE

Any changes to these terms must be made in writing and signed by both parties to be effective. Any modifications, additions or corrective lining out made on this Agreement will not be binding unless such modifications have been signed or initialed by both parties. Any notice hereunder shall be given to the individuals listed on the first page of this Agreement at the addresses set forth herein. Notice must be given through certified or registered mail, return receipt requested, overnight delivery, with a signature signifying receipt, or by facsimile in order to be effective under this agreement and shall be deemed delivered upon receipt.

DAMAGES

Neither party shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, even if such party has knowledge of the possibility of such damages.

ARBITRATION

The parties agree that any and all claims, controversies or disputes between the parties which arise out of or relate in any way to this Agreement or a breach hereof and which the parties are unable to resolve informally shall be submitted to binding arbitration in Lexington, KY to be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, or such other dispute resolution provider as otherwise agreed to by the parties. The parties expressly agree that this arbitration shall be final and binding on the parties and judgment may be entered upon the award and may be enforced by appropriate judicial action in any state or federal court having jurisdiction thereof. In this connection, the parties hereby submit themselves to the jurisdiction of the State of Kentucky located in Lexington. The parties agree that the arbitrator shall adhere faithfully to the laws of the State of Kentucky and that the arbitrator shall award to the prevailing party in arbitration the reasonable attorney's fees and costs expended in connection with any arbitration conducted under this provision.

WAIVER

If one party agrees to waive its right to enforce any term of this Agreement, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Agreement.

BINDING AGREEMENT

This Agreement, along with the attachments called The Program of Events and the Hotel's Information Sheet, which are incorporated herein by reference, are all of the terms agreed to by the parties. Any changes to these terms must be made in writing and signed by both parties to be effective. All prior agreements, verbal or written, are no longer effective once this Agreement is signed by the parties.

ENFORCEABILITY

If any provision of the Agreement is unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

FACSIMILE SIGNATURES

This signature page may be signed by the parties and sent by electronic transmission (facsimile) and shall be acceptable to the Hotel to hold the space; provided, however, that if the Hotel does not receive the Agreement executed by the Group with the original signature without any further changes within seventy-two (72) hours of the date shown on the facsimile signature page, the Hotel reserves the right not to hold the space and otherwise to avoid any obligations under this Agreement.

When signed by representatives of both parties, this Agreement, (which includes The Program of Events and the Hotel's Information Sheet) constitutes a binding agreement between the Group and the Hotel.

By the Group's
Authorized Representative

By the Hotel's
Authorized Representatives

By: _____

By:

By:

Name: Terri White

Name: Stephen Tucker

Name: Todd Garvin

Title: Executive Assistant

Title: Group Sales Manager

Title: Director of Sales & Marketing

Date: _____

Date:

Date:

HYATT REGENCY LEXINGTON
HOTEL POLICIES AND INFORMATION

CHECK-IN:

The hotel check-in time is 4:00 PM. Room assignment prior to that time is on an availability basis.

Upon check-in, guests will be asked to verify their departure date. At that time, scheduled departure dates can be altered. Changes made thereafter, shall be subject to a \$50.00 administrative fee. Departure extensions are based on availability.

CHECK OUT:

The hotel check-out time is 11:00 AM. Any deviation must be communicated through the front office. Confirmation of late check-out is based on expected occupancy for that day.

CANCELLATIONS:

All cancellations must be made by 4:00 PM-the day prior to arrival. Failure to cancel a guaranteed reservation prior to 3:00 PM on the day prior to arrival will result in a no-show charge.

FOOD & BEVERAGE:

To adhere to local health and service laws, all food and beverage hosted must be purchased from the Hyatt Regency Lexington. Unless, mutually agreed upon arrangements are made in advance, this extends to all public areas and guest rooms.

AUDIO/VISUAL:

A complete line of Audio/Visual equipment is available through the Hyatt Regency Lexington. Our Convention Services Department will coordinate all requests for this equipment.

SIGNAGE:

Organization signage to be used in the public areas of the Hyatt Regency Lexington must be professionally printed and approved by the Catering/Convention Services Department. All signage not authorized by the hotel will be removed and discarded.

PROMOTIONAL MATERIALS:

Nothing shall be posted on, nailed or screwed or otherwise attached to columns, walls, floors, or other parts of the building or furniture. Distribution of promotional gummed stickers or labels is strictly prohibited. Signage is not permitted in the lobby of the hotel.

SECURITY:

The organization acknowledges that the Hyatt Regency Lexington cannot be responsible for the safe keeping of equipment, displays, supplies, written materials and any other items of value left in the meeting rooms, conference areas or exhibit areas. Accordingly, the organization acknowledges that it will be responsible to provide appropriate security personnel for any thereof and thereby assumes the responsibility of loss.

PARKING:

Parking is provided in the Lexington Convention Center parking lot, directly across the street from the Hyatt Hotel. Parking is complimentary for overnight guests of the hotel only and meeting attendees at Hyatt, based on availability.

AIRPORT SHUTTLE:

The Hyatt Regency Lexington offers complimentary shuttle transportation to and from Lexington Bluegrass Airport on a first come, first serve basis. Airport transportation is not guaranteed, and any large arrivals or departures are the responsibility of the group.

PACKAGES:

Special Arrangements must be made for receiving any equipment, goods, displays or other materials that will be sent, delivered or brought into the Hotel. Failure to do this may result in deliveries being refused or materials unavailable when required. All packages must contain a label giving the following information: 1) Return Address, 2) Name of Group Affiliation, 3) Meeting room name and date, 4) Group contact, 5) Name of person that will claim package, 6) Date of that person's arrival.

The Hyatt Regency Lexington will not accept shipments of freight, crates, boxes, etc. from exhibitors or shipping firms exceeding one hundred (100) pounds. Arrangements for shipments to exhibit in excess of one hundred (100) pounds should be made through a drayage company. This would also include transporting of exhibit materials from the receiving area to the exhibit site and returned to the receiving area at the end of the convention.

Each package received or sent associated with a convention/event, will be assessed the following handling fees:

- \$ 5.00 per box (less than 50 lbs.)
- \$ 8.00 per box (50 lbs - 75 lbs.)

\$ 10.00 per box (over 75 lbs. - 150 lbs.)
\$ 25.00 small display
\$ 50.00 large display
\$ 75.00 per pallet/skid
\$10.00 per day for storage in excess of 3 days.

In addition to the handling fees, any outgoing material shipped by Hyatt Regency Lexington for return delivery will be assessed the selected carrier's shipping charges. The guest or group is responsible for filling out shipping labels for each package to include their credit card number, shipping account or hotel master account number. Each package will be recorded on both the guest package advice slip and in the guest package log- book. This fee will be noted on the guest package advice slip. The guest signature will represent their acceptance of this fee.

The hotel does not accept any liability for equipment, goods, displays or other materials that arrive or fail to arrive at the Hotel. The Group is responsible for insuring its property for loss or damage.