



**Origin Hotel Lexington**

4174 Rowan, Lexington

KY, 40517

United States of America

859.245.0400 | <https://originhotel.com/lexington/>

## Group Sales & Event Agreement

<b>Account Name:</b>	KY Educational Development Corp	<b>Contact:</b>	Terri White
<b>Group Name:</b>	KEDC Executive Leadership Retreat	<b>Contact Email:</b>	terri.white@kedc.org
<b>Arrival Date:</b>	Wednesday, December 15, 2021	<b>Contact Phone:</b>	(606) 929-2220
<b>Departure Date:</b>	Thursday, December 16, 2021	<b>City:</b>	Ashland
		<b>State:</b>	KY
		<b>Zip:</b>	41102

### Contract Expiration Date:

If this contract meets your approval, please sign and return to the Origin Hotel Lexington. This contract, which includes your discounted group rate, will expire within 7 business days of receipt. Should Origin Hotel Lexington not receive this contract by the expiration date, upon request, a new contract will be issued. However, the new contract may not provide the same accommodations and rate as the original contract.

KY Educational Development Corp will herein be referred to as "Group".

### Group Reservation Information:

Upon receipt of this signed contract, the following rooms will be placed on a definite hold until your specific cut-off date as provided in this contract.

<b>Arrival Date</b>	<b>Departure Date</b>
Wednesday, December 15, 2021	Thursday, December 16, 2021

Date	Room Type	Single		Double	
		Blocked	Rate	Blocked	Rate
Dec 15, 2021	Double Queen Classic	24	\$109.00	0	\$109.00

**All Room Rates Are Subject To Local Tax and Occupancy Taxes**

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## Concessions:

The following special concessions are being offered to group based on the outlined room block commitment:

- Waived \$1200 room rental with Food and Beverage Minimum
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## Billing:

Reservation Method: Rooming List  
Billing Instructions: Room and tax to master account.  
On-site parking will be available to Customer and hotel guests at no charge. Parking is self-parking only, no valet services or garage parking is available. Parking is available on a first-come first-serve basis, and hotel does not guarantee an available spot in our private lot for Group.  
Parking Policy: Parking provided not constitute a safekeeping agreement. The Hotel assumes no liability for loss of or damage to motor vehicles parked or maneuvered on the Hotel's premises or the contents thereof, except in cases of willful intent or gross negligence.

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## Check-In / Check-Out Times:

Check in time is 4:00 P.M.  
Check out is time is 11:00 A.M. No late check-outs can be guaranteed. Guests who desire an early check-in our late check-out should call the main hotel line with their request.

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## Method of Reservations:

Reservations for the Event will be made via Rooming List, with instructions provided by hotel upon mutually signed agreement.

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## Reservation Cut Off Date:

To guarantee the rates quoted, the availability of the sleeping rooms, and other terms of the agreement, the following deadlines must be met or the rooms may be cancelled. Reservations must be received by Wednesday, December 01, 2021; thereafter, reservations will be taken on a space and rate available basis only, which is determined by Hotel.

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## Meeting Requirements:

<b>Date &amp; Time</b>	<b>Event</b>	<b>Space</b>	<b>Exp.</b>	<b>Gtd.</b>	<b>Set</b>	<b>Setup</b>	<b>Event Type</b>
Wed Dec 15, 2021 @ 8:00 AM -	KEDC Executive Leadership	Ballroom	25	0	30	Crescent	Meeting

6:00 PM	Retreat						Rounds	
Thu Dec 16, 2021 @ 8:00 AM -	KEDC Executive Leadership	Ballroom	25	0	30		Crescent Meeting	
3:00 PM	Retreat						Rounds	

### Food & Beverage Performance:

Based on the estimated number of guests set forth above, you will be required to spend a minimum of \$700.00 in food and beverage charges for the function ("Minimum Anticipated Food and Beverage Revenue"). This Minimum Anticipated Food and Beverage Revenue does not include taxes or service, room rental, labor or audio/visual charges, or any other miscellaneous charges incurred for your event. If your final attendance count should fall below the estimated number of guests listed above, we will be happy to advise you as to alternatives in food and beverage or meeting room space which may provide you with services equivalent in value to the agreed upon minimum Anticipated Food and Beverage revenue figures for your function.

Because of the Origin Hotel Lexington's large capacity to prepare and serve food, the parties recognize that it is exceptionally unlikely that the Origin Hotel Lexington would be able to mitigate any losses caused by underutilization (attrition) or cancellation of the program. The parties agree that prospectively calculating the damages Origin Hotel Lexington would suffer as the result of cancellation or attrition would be exceptionally difficult. The amounts due for underutilization or cancellation set forth herein are intended as liquidated damages.

### Outside Food & Beverage Policy:

No food or beverages of any kind can be brought into the Origin Hotel Lexington by you or any of your guests, invitees or attendees without prior written consent from the hotel's authorized representative.

### Billing Procedures and Deposit Schedules:

All master account charges not paid within 30 days of the billing date will bear interest at the lower of the rate of 1.5% per month, compounded monthly, if permissible by law, or the highest rate permissible by law. Should the hotel, in its sole discretion, deem collection action necessary in regard to outstanding balances hereunder, all costs associated with that collection action, including attorney's fees, shall be posted to the master account. Individual guest accounts are payable at check-out by cash or credit card.

### Cancellation:

You shall have the right to cancel this Agreement, without cause, upon the Property having received written notification prior to the event.

**However, a payment of liquidated damages will be required based on the following scale:**

- Seventy-five percent (75%) of the sum of the Minimum Anticipated Food, guestroom revenue and Beverage Revenue and the meeting room rental, if canceled within 89 days to 30 days before the date of your function
- Ninety percent (90%) of Minimum Anticipated Food and Beverage Revenue, guestroom revenue plus meeting room rental to be charged if canceled within 29 to 10 days.
- One-hundred percent (100%) of Minimum Anticipated Food and Beverage Revenue, guestroom revenue plus meeting room rental to be charged if canceled within 9 days.

Applicable taxes shall be added to all cancellation amounts. Liquidated damages resulting from cancellation shall be due and payable at the time of cancellation.

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## Rules, Regulations and Litigations:

This contract is made and to be performed in Lexington, KY and shall be governed by and construed in accordance with Kentucky law. By executing this agreement, Group consents to the exercise of personal jurisdiction over it by the courts of the State of Kentucky, and agrees that all litigation regarding this contract shall be brought and maintained only in the courts of Lexington, KY. In the event of litigation arising from or associated with this contract, the parties agree that the prevailing party therein shall recover its attorneys' fees and costs incurred therein. This contract is the entire agreement between the parties, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications between the parties, and may only be supplemented or changed in writing, signed by a representative of the group and the Origin Hotel Lexington's General Manager. No representative of the Origin Hotel Lexington has been or is authorized to make any representation, which varies from the express terms of this contract, though this contract may be supplemented or amended in writing.

Group may not assign any benefits arising under or associated in any way with this contract without prior written consent of Origin Hotel Lexington. No food and/or beverage of any kind will be permitted to be brought into the Origin Hotel Lexington, or any suite used as a hospitality suite, by the Group or any of the group's guests. Additionally, should the Origin Hotel Lexington, in its sole discretion, deem collection action necessary, whether prior to, during or subsequent to litigation, the entire cost of collection, including attorneys' fees, costs, shall be paid by Group.

All displays and/or decorations proposed by Origin Hotel Lexington will be subject to the prior written approval of Origin Hotel Lexington in each instance. Any personal property of Group or Group's guests or invitees brought onto Origin Hotel Lexington's premises and left thereon, either prior to or following the Event, will be at sole risk of the Group and Origin Hotel Lexington will not be liable for any loss of or damage to this property for any reason. Group acknowledges that Origin Hotel Lexington does not maintain insurance covering Group's property and that it is the sole responsibility of Group to obtain business interruption, and property damage, and other potentially applicable, insurance covering such losses.

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## Indemnification:

Origin Hotel Lexington shall indemnify, defend and hold harmless Group and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "claims") arising out of or caused by the Hotel's negligence in connection with the provision of services or the use of the Hotel facilities. The Hotel shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

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## Contract Authorization:

The persons signing this contract on behalf of Origin Hotel Lexington and Group, respectively, each warrant that they are authorized to make the agreements set out on behalf of Origin Hotel Lexington and Group, respectively, and have the authority to bind Origin Hotel Lexington and Group to this contract.

If these arrangements meet with your approval, please sign and return this document to the attention of Eve Guilbault. Origin Hotel Lexington, in turn, will countersign and return a copy to you. A definite acceptance will occur upon receipt of a signed contract by Origin Hotel Lexington. A new contract will be executed should changes to the original be required.

At this time, no rooms are being held. Once a signed agreement has been executed on behalf of both parties, a definite room block commitment will be placed.

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Client Signature:

Property Signature:

I agree to the terms and conditions of this contract.

I agree to the terms and conditions of this contract.

Terri

White

Nov 4, 2021

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First name

Last name

Date

*Terri White*

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Signature

