



**EMBASSY
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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: | |
|--------------------------------------------------------|-----------------------------------------------------|---------------------------------|------------------------------------------------------|
| Client Contact Name: | Terri White | Name of "Event": | KEDC |
| Title: | Executive Assistant/Project Coordinator | Date(s) of Event: | Wednesday, April 20, 2022 - Thursday, April 21, 2022 |
| Responsible Party (Company Name or Individual): | Kentucky Educational Development Corporation (KEDC) | Post to Reader Board as: | KEDC |
| Address: | 904 W. Rose Road | Hotel Contact: | Melissa Keith |
| City, State, Zip: | Ashland, KY 41102 | Title: | Director of Sales |
| | | Property Address: | 1801 Newtown Pike Lexington, KY 40511 |
| Phone: | (606) 929-2220 | Phone: | |
| Email | terri.white@kedc.org | Email: | melissa.keith@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").

GUEST ROOMS and RATES

| KEDC | | |
|----------------|-------|----------|
| Wed 04/20/2022 | | |
| | Rooms | Rate |
| KING BEDS | 12 | \$139.00 |

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 cook to order breakfast each morning
- Complimentary cocktail reception each evening from 5:00pm to 6:30pm
- Complimentary parking (a value of \$12.00)

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 21, 2022](#)

Telephone reservations (or online)

In order to assign individuals to specific rooms, room reservations will be required. We understand that your guests will be phoning in their reservation requests, to the following number: 859-455-5000, or through the Hotel's online booking link, which will be created upon receipt of the signed contract. It is important that each of your guests contact the Hotel by Reservation Due Date and identify themselves as part of your group. It would be appreciated if the Hotel could be included on the attendee mailing list, to stay informed as to when reservations are likely to begin arriving. The Hotel does not confirm reservations to the individual in writing.

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.

Room only charged to Master Account: You will be paying a portion of your Event guests' room and 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).

No charges to Master Account:

A portion of the guests will pay his or her account upon departure. Group assumes full and sole responsibility for informing all attendees of the room rate and applicable taxes. When reservations are made, we will require a deposit equal to the room rate and tax for the first night for each reservation. An individual's deposit is refundable to that individual only in accordance with the Hotel's standard guest cancellation policy, though this shall have no bearing upon the Group's total liability pursuant to either the attrition or cancellation clauses herein. Group shall inform its attendees of this policy. 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 the room and tax charges for the length of the guest's stay, plus 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 **\$1,668.00**.

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 **20%** 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.

CANCELLATION: It is understood that Hotel loses substantial revenue upon the Group's cancellation of an event. The amount of those losses is often difficult or impossible to determine. Hotel has set forth the following fee schedule in the event of cancellation. The parties agree that these fees are a fair and reasonable estimation of Hotel's loss as a result of cancellation. Group shall pay the cancellation fee as liquidated damages, plus applicable taxes, if Group cancels or is deemed to have cancelled the Event.

If the entire Event is cancelled Group agrees to pay Hotel, as follows:

CANCELLATION FEES:

Cancellation Fee is based on Agreed Minimum Room Night Revenue and applicable taxes for a total amount of \$1,668.00.

| | |
|--------------------------------------------------|--------------------------|
| Cancelled within 30 days prior to arrival | 80% or \$1,334.40 |
|--------------------------------------------------|--------------------------|

Your written notice of cancellation must be delivered to Hotel, and may be made by facsimile or electronic transmission. Cancellation date will be considered

the date such notification was received by Hotel. Liquidated damages resulting from cancellation shall be due and payable at the time of cancellation.

WAIVER OF JURY TRIAL: HOTEL AND GROUP EACH hereby waives all right to trial by jury in any claim, action, proceeding or counter-claim by either Hotel or Group against each other on any matters arising out of or in any way connected with this Agreement.

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 **Wednesday, March 16, 2022**.

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:

Terri White, Kentucky Educational Development Corporation (KEDC)

HOTEL:

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

Group: KEDC

By:

By:

Name: Terri White, Executive Assistant/Project Coordinator

Name: Melissa Keith, Director of Sales

Dated:

Dated: