

OK AS TO FORM
AM # 10-6-2023



This Event Sales Agreement (the "Agreement") is made and entered into by and between the **Hilton Garden Inn Louisville Airport** (hereinafter referred to as "Hotel") and **JCPS** (hereinafter referred to as "Group"). This Event Sales Agreement will become binding on both parties only after it is signed by both parties.

DESCRIPTION OF THE EVENT

Hotel shall provide accommodations for the following Event as pursuant to the terms and conditions of this Event Sales Agreement.

JCPS Principal Meetings (November / December / January)

Faith Stroud

Phone: (502) 287-3018

Email: faith.stroud@jefferson.kyschools.us

ASSIGNMENT OF FUNCTION SPACE

Hotel will provide Customer with Function Space in accordance with the schedule of events, based on the contracted number of people attending the event. Hotel may make reasonable substitutes to Function Space by notifying Customer in writing of changes.

FUNCTIONS SPACE/SCHEDULE OF EVENTS

This Sales Agreement applies to the following event and function space:

| Date | Start Time | End Time | Function | Room | Room Rental |
|---------------|------------|----------|------------------------|-----------------------|-------------|
| Wed, 11/01/23 | 7:00 AM | 2:00 PM | JCPS Principal Meeting | Standiford Boardroom | 250 |
| Wed, 11/01/23 | 7:00 AM | 2:00 PM | JCPS Principal Meeting | Triple Crown Ballroom | 1250 |
| Wed, 11/01/23 | 7:00 AM | 2:00 PM | JCPS Principal Meeting | Twin Spires Ballroom | 400 |
| Wed, 11/01/23 | 7:00 AM | 2:00 PM | JCPS Principal Meeting | Jefferson Suite | 400 |
| Wed, 11/01/23 | 7:00 AM | 2:00 PM | JCPS Principal Meeting | Louisville Suite | 200 |
| Wed, 12/06/23 | 7:00 AM | 4:00 PM | JCPS Principal Meeting | Standiford Boardroom | 250 |
| Wed, 12/06/23 | 7:00 AM | 4:00 PM | JCPS Principal Meeting | Triple Crown Ballroom | 1250 |
| Wed, 12/06/23 | 7:00 AM | 4:00 PM | JCPS Principal Meeting | Twin Spires Ballroom | 400 |
| Wed, 12/06/23 | 7:00 AM | 4:00 PM | JCPS Principal Meeting | Jefferson Suite | 400 |
| Wed, 12/06/23 | 7:00 AM | 4:00 PM | JCPS Principal Meeting | Louisville Suite | 200 |
| Wed, 01/10/24 | 7:00 AM | 4:00 PM | JCPS Principal Meeting | Triple Crown Ballroom | 1250 |

| | | | | | |
|---------------|---------|---------|------------------------|----------------------|-----|
| Wed, 01/10/24 | 7:00 AM | 4:00 PM | JCPS Principal Meeting | Twin Spires Ballroom | 400 |
| Wed, 01/10/24 | 7:00 AM | 4:00 PM | JCPS Principal Meeting | Standiford Boardroom | 250 |
| Wed, 01/10/24 | 7:00 AM | 4:00 PM | JCPS Principal Meeting | Jefferson Suite | 400 |
| Wed, 01/10/24 | 7:00 AM | 4:00 PM | JCPS Principal Meeting | Louisville Suite | 200 |

SERVICE CHARGE

All Hotel banquet charges (i.e. food and beverage, audio visual, room rental, rentals, etc.) are subject to the prevailing service charge (currently 23%) and applicable state sales tax (currently 6%).

BANQUET SERVICES

JCPS has agreed to hold the food and beverage events set forth in the Schedule of Events.

The following mandatory timeline relates to final menus and program meal functions:

Upon review of your final menus and Event requirements, Event Orders will be sent by Hotel to you within five (5) business days to confirm all final arrangements and prices, which Event Orders will serve as a part of this Agreement. If you do not advise Hotel of any changes on the Event Orders by the date requested by Hotel, you agree that the Event Orders will be considered accepted by you as correct and you will be billed accordingly.

At least 72 hours (three days) before your Event, you must inform us of the exact number of people who will attend your Event functions by contacting your assigned Event Manager by email or phone. Guarantees by text message cannot be accepted. We will not undertake to serve more than 3% above this guaranteed minimum.

OUTSIDE FOOD AND BEVERAGE

Due to Kentucky state law, the client may not bring alcoholic beverages to the Hilton Garden Inn Louisville Airport's meeting and public spaces. All Food & Beverage must be provided by the Hotel should the client and guests want to eat in Hotel's meeting or public spaces.

CONDUCT OF EVENT

Group assumes full responsibility and agrees to pay for any damage(s) done to Hotel function space that occurs while utilized by Group, only to the extent of such damage caused by Group, Group's attendees, employees, agents or contractors. Such damages will also include any damage done resulting from Group's installation, placement or removal of materials/displays, equipment, exhibits, etc. Group will not be responsible, however, for ordinary wear and tear or for damage that is already present and was caused by persons other than Group and its attendees.

Group agrees that Group's use of function space and/or guestrooms will not create any unreasonable disturbance to other Hotel guests or meetings at the Hotel. The Hotel reserves the right to cancel or end Group's use of function space immediately if Group does not promptly comply with the Hotel's request to eliminate such disturbance. In which case, Group will remain responsible for payment of all charges related to Group's use of the function space and no refunds will be issued by the Hotel.

SECURITY

Hotel does not provide security in function space and accepts no responsibility for the security of any personal property, equipment or materials while in use or stored on the premises. Such items are at the sole risk of the owner and Group will advise its attendees of this risk.

If required, at Hotel's reasonable judgment, in order to maintain adequate security measures considering the size and/or nature of Group's event, Group will provide, at Group's expense, licensed security personnel while Group's event is using Hotel function space. The licensed security agency will be subject to Hotel's prior approval and such *security personnel may not carry weapons*. Group's hired security agency will be required to provide proof of insurance and sign a hold harmless agreement before they will be allowed to provide services on Hotel premises.

ADVANCE PAYMENT BY CHECK/CREDIT CARD Advance payment of ~~105%~~ 100% of the estimated balance for all meeting room related charges including food & beverage and audio-visual charges will be due by check fourteen (14) days prior to Group's arrival if a Credit Card Authorization form is not on file. Hotel will pre-approve the Credit Card on file for the estimated charges 10-14 days prior to the event. Upon completion and acceptance of a Credit Card Authorization, a Master Account will be established for Group. Any remaining balance will be due at the end of the event upon departure. Overpayment will be refunded by check (when paying by check) or credited to the Credit Card on file (when paying by Credit Card) no later than thirty (30) days after the Event. Hotel may cancel the Event and terminate the Agreement immediately and without liability if Group fails to provide any information required under this paragraph. Hotel reserves the right to invoice Group for any amount by which the Master Account exceeds the total of any Deposits made by Group.

If Group is tax-exempt, it must present all documentation required by Hotel and pay in the manner specified by Hotel. If Group is claiming Tax-exempt status, Group hereby accepts all liability and agrees to indemnify Hotel for all taxes paid and all cost incurred, including attorney fees, if a taxing authority requires that the Hotel remit tax for the charges covered by this Sales Agreement. Otherwise, Group will be charged all applicable taxes.

CANCELLATION POLICY

The Hilton Garden Inn Louisville Airport has offered the favorable pricing and other concessions in this Agreement based upon the Total Anticipated Revenue for your Event. If this Agreement is cancelled by Group, the parties agree that the Hotel will have lost the revenue represented by this Agreement, and will have also lost the opportunity to offer your unused event space to others and we will incur additional costs in attempting to resell space that was already sold to you. The parties agree that since the exact amount of such damages will be difficult to determine, the liquidated damage clauses provided for in this Agreement are a reasonable effort by the parties to agree in advance on the damages that the Hotel will suffer due to a cancellation. Therefore, Group agrees that should the Group cancel your Event for any reason other than due to a valid Impossibility occurrence, including changing your meeting site to another hotel, Group will pay as liquidated damages to the Hotel a percentage of the Total Anticipated Revenue for your Event, plus any applicable state and local taxes as required by law, as follows:

| Date of Cancellation | Percentage Owed |
|--|------------------------|
| Date of signing to 150 days in advance | 50% |
| 149 days to 91 days in advance | 75% |
| 90 days to less in advance of event | 100% |

~~If the event is held, but the hotel does not realize the total revenue anticipated from the event, the client agrees to pay performance damages. The damages owed will be the amount necessary for the hotel to receive no less than 80% of the total anticipated revenue from your event.~~ The parties performance under this agreement is subject to acts of God, war, government regulation, disaster, strikes, terrorism or civil disorder in or around the Hotel, curtailment of transportation facilities making it impossible for at least 40% of the attendees from arriving on the major arrival day, or any other emergency beyond the parties control making it illegal or impossible to perform their obligations under this agreement. Either party may cancel this agreement for any or more of such reasons upon written notice to the other.

Payment of cancellation damages is due at the same time that you deliver your written notice of cancellation to the Hotel. We may consider your notice of cancellation to be invalid and thus may not release accommodations held until payment of

the applicable cancellation damages is received; therefore delay in payment may result in higher cancellation damages owed.

IMPOSSIBILITY

Neither party shall be responsible for failure to perform this Agreement if unanticipated circumstances beyond their control (including, but not limited to: acts of God; government regulation, including, but not limited to, government (local or national) imposed restrictions on maximum meeting size where such restrictions would apply to Group's Event over the scheduled Event dates and/or the issuance of a "Level 3 Travel Warning" by the Centers for Disease Control and Prevention that specifically advises travelers to avoid all non-essential travel to where the Hotel is located and which travel advisory is in effect over the Event dates; terrorist attacks in the city in which Hotel is located; or declared war in the United States) any of which make it illegal or impossible for Hotel to hold the Event. The affected party may terminate this Agreement without liability upon providing written notice to the other party within ten (10) days of the occurrence.

INDEMNIFICATION

To the extent permitted by law, each party shall indemnify, defend, and hold harmless the other party and its officers, directors, agents, employees, and owners from and against any and all demands, claims, damages to persons or property, losses, and liabilities, including reasonable attorneys' fees and expenses (collectively, "Claims"), to the extent arising out of or caused by the indemnifying party's negligence or willful misconduct in connection with the Event. This section shall be interpreted without prejudice to any defenses either party may have with respect to any Claim, including (without limitation) any statutory limitations of liability, including (without limitation) innkeepers' limitation of liability laws. The indemnification of Hotel under this section shall apply to the owner of the Hotel's premises, its management company and their respective affiliates.

GOVERNING LAW

The Agreement will be governed by and interpreted pursuant to the laws of the state in which Hotel is located, excluding any laws regarding the choice or conflict of laws.

CONTRACT TERMS

Please note room rates listed above are per room, per night and are subject to applicable taxes. Due to the volume of requests for accommodations return this confirmation no later than **October 25, 2023**. When signed and returned with a completed Credit Card Authorization Form, the hotel will confirm the above arrangements on a definite basis. After this date, all contractual items noted herein shall be null and void unless notified in writing of a delay with the subsequent acceptance of the hotel.

Should another organization request the same set of dates and desire to confirm prior to your option date, you will be notified and given 48 hours to sign this agreement. If the signed agreement is not returned within 48 hours, space will be released.

We look forward to hosting your group and welcoming your guests.

 10/9/23

Logan Buran
Sales Manager

Date

Faith Stroud Dr. Marty Pollio
JCPS

Date