



**CROWNE
PLAZA®**

LOUISVILLE AIRPORT

Contract

JCPS New Teacher Orientation and Leadership Celebration

Especially prepared for:

Date	May 26, 2022
Client	Tara Isaacs
Title	Director Professional Development & Learning
Account	Jefferson County Public School
Address	C.B. Young Service Center 3100 Crittenden Drive Louisville, KY 40209
Phone	502-485-3291
Email	tara.isaacs@jefferson.kyschools.us

Event and Hotel Information:

Event	JCPS New Teacher Orientation and Leadership Celebration
Contact	Katie Curran
Title	Area Director of Catering
Hotel	Crowne Plaza Louisville Airport
Address	830 Phillips Lane Louisville, KY 40209
Phone	(502) 588-4044
Email	kcurran@ajshotels.com

This Contract ("Agreement") is by and between Jefferson County Public School ("Group" or "you" or "your(s)") and the Schneider Fair Grounds LLC DBA Crowne Plaza Louisville Airport and Expo Center (the "Hotel" or "we" or "us" or "our"). Pursuant to this contract, once accepted, Jefferson County Public School ("Group") will hold the following function(s) at the Crowne Plaza Louisville Airport.

Event Agenda

Events and Functions

The Hotel will provide the function space in accordance with the schedule of events which is based on our understanding of your present needs. Please review the detailed information outlined within to assure that this accurately reflects your requirements.

Date	Time	Event	Room	Setup	Agreed
Wed, 07/27/22	9:00 AM - 3:30 PM	Meeting	Crowne B	Classroom	150
Wed, 07/27/22	9:00 AM - 3:30 PM	Meeting	Coronet A	Classroom	75
Thu, 07/28/22	8:00 AM - 5:00 PM	General session	Crowne A	Round Tables of 10	300
Thu, 07/28/22	8:00 AM - 5:00 PM	Registration	Crowne Registration	Existing Setup	
Thu, 07/28/22	8:00 AM - 5:00 PM	Vendors	Exhibit Hall	Exhibition - Table Top	15
Thu, 07/28/22	8:45 AM - 4:00 PM	Breakout	Crowne B	Classroom	75
Thu, 07/28/22	8:45 AM - 4:00 PM	Breakout	Crowne C	Classroom	75
Thu, 07/28/22	8:45 AM - 4:00 PM	Breakout	Coronet A	Classroom	75
Thu, 07/28/22	8:45 AM - 4:00 PM	Breakout	Coronet B	Classroom	75
Thu, 07/28/22	12:00 PM - 1:00 PM	Lunch	Crowne A	Round Tables of 10	300
Fri, 07/29/22	8:00 AM - 5:00 PM	General session	Crowne A	Round Tables of 10	300
Fri, 07/29/22	8:00 AM - 5:00 PM	Registration	Crowne Registration	Existing Setup	
Fri, 07/29/22	8:45 AM - 4:00 PM	Breakout	Crowne B	Classroom	75
Fri, 07/29/22	8:45 AM - 4:00 PM	Breakout	Crowne C	Classroom	75
Fri, 07/29/22	8:45 AM - 4:00 PM	Breakout	Coronet A	Classroom	75
Fri, 07/29/22	8:45 AM - 4:00 PM	Breakout	Coronet B	Classroom	75

Fri, 07/29/22	12:00 PM - 1:00 PM	Lunch	Crowne A	Round Tables of 10	300
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Specific meeting rooms cannot be guaranteed and are subject to change. All reservations and this agreement are subject to the rules and regulations of Hotel and the following conditions.

Minimum Anticipated Food and Beverage

Based on the estimated number of guests set forth above, you will be required to spend a total minimum of \$22,000.00 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. Breakdown of food and beverage minimums found below:

- \$11,000 paid by community partner - ClassAct Federal Credit Union
- \$11,000 paid by partner - Jefferson County Teachers Association

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. Should your event generate less Food and Beverage (excluding taxes or service, labor or audio/visual charges, or any other miscellaneous charges incurred for your event) than the "Minimum Anticipated Food and Beverage", the deficit will be charged to the group's master account.

Special Concessions

- Complimentary staging
- (15) Complimentary table tops for exhibits

Meeting Room Rental Revenue

The Hotel will provide all of the function space you require in accordance with the schedule of events which is described above for a fee of \$12,000.00, in recognition of the revenue we will derive from the provision of room nights and food and beverage services and ancillary services hereunder. The Hotel reserves the right to adjust function space at the reservations due date based on attendance at levels lower than contracted. Please ensure that the schedule below includes all space necessary to accommodate set-up and break-down times, all audio-visual needs, head tables and displays. Additionally, should your space require setup changes within the day, you will be assessed an additional Flip Fee determined by the size and complexity of the change required.

Should you desire additional food and beverage services and/or meeting space beyond that specified in the schedule of events above, please advise us as soon as possible so that we may attempt to secure such additional space for your use. The Hotel reserves the right to make reasonable substitutions in meeting and banquet rooms and/or menu selections. Diagrams and identification of the Hotel's meeting space to be used for your meeting may not be disseminated by the group without the Hotel's prior approval.

Service Charge

24% (or the current service charge in effect on the day of the Event) of all food and beverage and room rental and function related charges, plus any applicable state and/or local taxes, will be added to your account as a service charge. This service charge is not a gratuity and is the property of Hotel to cover discretionary and administrative costs of the Event. Service charge is subject to change.

Guaranteed Attendance and Menu Selections

The final attendance for your function must be received in writing by the catering/conference services office *no later than 12:00 PM five (5) working days* before the date of the function. This confirmed number constitutes the final guarantee and is not subject to reduction. The Hotel cannot be responsible for service, accommodations or guaranteeing the same menu items for more than three percent (3%; maximum 20 guests) over your guaranteed number of people. If no guarantee is submitted 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 21 days prior to your arrival. Menu prices are subject to change until Banquet Event Orders are signed.

Kentucky State Liquor Law

Kentucky state liquor law prohibits any alcoholic beverages being brought onto hotel property for consumption or distribution.

Additional Information

Hotel Amenities

The Crowne Plaza Louisville Airport amenities include:

- Basic level of wireless internet service in all guest rooms, lobby and common areas (charges may apply for premium internet speeds and in event rooms)
- 24-hour fitness center
- Indoor/Outdoor pool (subject to availability)

Parking

Complimentary parking is available on site in our outdoor parking lot, based on availability. Complimentary airport shuttles run daily.

Services

Audio-Visual Requirements

AVMS is the current designated provider of AV services at the Hotel. Located on-site, AVMS will provide consultative expertise and deliver a technically advanced spectrum of AV services for your event.

AVMS is the only approved and authorized provider to set up overhead rigging in all meetings, exhibits, and other events held on the hotel premises. Rigging policies will be provided by your Event Services Manager. Audio visual equipment rental is subject to service charge, which is currently 24% (or the current service charge in effect on the day of the Event), and tax currently at 6%. Please note service charge is subject to change.

The option to contract with an outside audio-visual company for the Event must be approved in advance by the Hotel. AVMS is responsible for managing and overseeing all event technology vendors and production contracted for groups at the Hotel. If you elect to contract an outside AV company, you will be assessed a fee, determined by AVMS, plus service charge and tax. An on-site AVMS Technician will provide the following services:

- Oversee the outside/third party company during event set-up, rehearsal, strike, and load-out to ensure the Hotel's standards are maintained and guidelines are followed.
- In addition to the fee, all 3rd party audio visual companies will be **REQUIRED** to utilize an AVMS Technical Supervisor for all load-in, load-out, set up and strike processes. Standard hourly rates based on time of day will be applicable subject to four (4) hour minimum(s). Number of Supervisors needed will be dependent on the number of meeting rooms being utilized. **No load-in or load-out may commence without the presence of the AVMS technician.** AVMS maintains an inventory of rental equipment to assist with missing items, equipment failure or additions.

Hotel reserves the right to change its in-house provider, but the terms of this provision shall remain binding.

Outside Contractors

The Hotel offers all services necessary for a successful meeting. However, if Group finds it necessary to use outside services, any companies, firms, agencies, individuals and groups hired by or on behalf of Group shall be subject to prior written approval of the Hotel, and Hotel may have a list of approved contractors. Upon prior reasonable notice to the Hotel from Group, Hotel shall cooperate with such contractors and provide them with facilities at the premises to the extent that the use and occupancy of the facilities by the contractor does not interfere with the use and enjoyment of the Hotel premises by other guests and members of the Hotel. Group's contracts with its contractors will all specify that contractor and the group will indemnify and hold hotel harmless from any and all damages or liabilities which may arise by such Contractors or through their use. Any contracted company working at Hotel is required to carry and maintain workers' compensation insurance in statutory amounts; comprehensive general public liability insurance covering automobile, personal injury and property

damage with single limits of not less than one million dollars per person per occurrence. All such policies (except workers' compensation) shall specifically state hotel is named as an additional insured under the above policy. Such insurance shall be primary and not contributory with Hotel.

Damage to the Hotel premises by the Group or appointed contractors will be the Group's responsibility. Group will accept full responsibility for any damages resulting from any action or omission of their individual attendees in conjunction with organized group activities. The Hotel reserves the right to advance approval of all specifications, including electrical requirements, from all outside contractors, and to charge a fee for outside services brought into the Hotel. Group bears all responsibility for the payment of any charges incurred at the Hotel by its contractors.

Cancellation and Attrition

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 the contract. 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 meeting or as the result of less than contracted room block usage or less than contracted usage of food and beverage functions ("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 not resold to groups that 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 at other times. While your room block, function rooms, and services have 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, we 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 meeting above and beyond that 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 meeting, 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.

Anticipated Revenue

Your contracted banquet food & beverage minimum is \$22,000.00. This shall be referred to herein as the "ANTICIPATED REVENUE" (\$22,000.00). All food and beverage and room rental is subject 24% service charge. Service charge is subject to change. All revenue figures are net and not inclusive of taxes, service charge or commissions.

Cancellation

In the event of a group cancellation occurring between the time of acceptance of this contract and 366 days prior to arrival, liquidated damages in the amount of fifty percent (50%) of the "ANTICIPATED REVENUE" will be due, plus applicable taxes and service charges.

In the event of a group cancellation occurring 181 to 365 days prior to arrival, liquidated damages in the amount of seventy percent (70%) of the "ANTICIPATED REVENUE" will be due, plus applicable taxes and service charges.

In the event of a group cancellation occurring 91 to 180 days prior to arrival, liquidated damages in the amount of eighty percent (80%) of the "ANTICIPATED REVENUE" will be due, plus applicable taxes and service charges.

In the event of a group cancellation occurring 0 to 90 days prior to arrival, liquidated damages in the amount of ninety percent (90%) of the "ANTICIPATED REVENUE" will be due, plus applicable taxes and service charges.

Force Majeure

No damages shall be due for a failure of performance occurring due to Acts of God, war, terrorist act, government regulation, riots, disaster, or strikes, any one of which make performance impossible. The Hotel shall have no liability for power disruptions of any kind.

Billing and Payment Information

Taxes

All federal and local taxes are charges related to the services rendered by the Hotel for your function in addition to the prices herein agreed upon, and you agree to pay them in accordance with the payment terms set forth herein.

Tax Exempt

Payment Terms

The following items shall be charged to the Master Account: banquet food and beverage charges, attrition charges, meeting space rental charges, cancellation 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 commencement of the meeting, including: Events;Audio Visual;None.

Moreover, all third-party charges for services and/or supplies, not directly supplied by the Hotel, will be billed to the Master Account whether they have been arranged for by the Hotel or directly by the Group. A handling fee in the amount of twenty percent (20%) of all third-party charges will be assessed if placed on the Master Account. 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.

A final bill, containing receipts and other back-up information, will be mailed to the Group within thirty (30) days of the Group's departure. Master account charges may be paid in the form of bank check or bank transfer. All master account charges not paid within 10 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.

Credit Card Authorization

A form of payment guarantee is required with the signed agreement. Please complete the attached form which authorizes the use of your credit card for payment of the master account.

Credit Card Payment

If you choose to pay by credit card, please see the attached deposit payment requests and authorize the use of your credit card for future deposits using the form.

Check Payment Option

If you choose to pay by check, please make your deposit payments payable to Crowne Plaza Louisville Airport and include the group name and arrival date on the Memo line. Checks must be received on or by the Due Date. You can post checks to:

Attention: Accounting Department

830 Phillips Lane

Louisville, KY 40209

Deposit Schedule

The deposits and payments outlined in the table below are due as indicated. Interest will accrue on any unpaid balance or deposit paid late at the rate of 1.5% per month or 18% per annum. The deposits and payments will be applied to your master account in the form of credits.

Deposit Schedule	Due Date	Amount
1st Deposit	05/29/22	\$7,500.00
2nd Deposit	06/21/22	\$7,500.00
Final Deposit	07/25/22	Remaining Balance Due

If any such payment is not made, Hotel may, at its option, deem the Event to be canceled, in which case cancellation charges will apply as noted and the Hotel will retain any deposits on hand and apply them to the cancellation charges. If credit has been approved, payment will be due in accordance with the terms therefore agreed upon between the parties hereto, but in any event, no later than 20 days following Event.

Terms

Insurance and Indemnification

Each party involved in the exhibition – hotel, owners, leasing association (sponsor), and exhibitor – agrees to be responsible for any claims arising out of their own negligence and that of their employees or agents.

Each party agrees to be responsible for their own property through insurance or self-insurance and shall hold harmless each of the other parties for any and all damages caused by theft, and those perils normally covered by fire and extended coverage policies. Proof of such coverage must be presented to facility management upon request of same in a prompt and timely manner.

Group agrees to carry and maintain and provide evidence of liability and other insurance in amounts sufficient to provide coverage against any claims arising from any activities arising out of or resulting from the obligations which may arise or be incurred pursuant to or associated with this contract, and not less than the amounts set forth in the preceding section. A certificate of insurance shall be submitted to Hotel prior to the meeting, as noted above, showing that Group's insurance policy names Hotel as an additional insured.

The Hotel shall indemnify, defend and hold harmless the 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.

To the extent permitted by law, the Group shall indemnify, defend and hold harmless hotel its their respective 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 Group's negligence and/or its members', agents', employees', independent contractors' or Exhibitors' negligence in connection with the use of the Hotel facilities. The Group 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.

Additional Terms and Conditions

This contract is made and to be performed in Louisville, Kentucky 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 Jefferson County. 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 all litigation expenses, charges 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 hotel's Director of Sales and Marketing. No representative of the Hotel 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 Hotel.

No food and/or beverage of any kind will be permitted to be brought into the hotel, or any suite used as a hospitality suite, by the group or any of the group's guests. Additionally, should the Hotel, 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. This contract shall be deemed accepted only after it has been signed by a representative of the group and thereafter signed by a representative of the hotel. Acceptance may be made by facsimile transmission and this contract may be executed in one or more counterparts, each of which when fully executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement.

Hotel Policies

Signage

Signs and banners are not allowed in the hotel's public areas. In regard to the group's meeting space, all signs must be professionally printed and their placement and posting be pre-approved by the Event Services Department. Nothing shall be posted, nailed, screwed or otherwise attached to walls, floors, or other parts of the building or furniture.

Distribution of gummed stickers or labels is strictly prohibited. If Group desires to hang or adhere posters, banners, flip chart paper or other material in meeting rooms, sleeping rooms or public space, your conference service manager must be notified of this request in advance, and will assist Group with the request in order to avoid damage to rooms, walls, etc. Any damage to Hotel as a result of not having prior approval will be billed to Group.

Placement of tables and use of decorations, props and staging

Tables must be located in compliance with the local Fire Department regulations pertaining to mandatory aisles and fire exits. Group is responsible for ensuring that decorations, props, or staging brought into the hotel comply with local fire department regulations. Group may not utilize pyrotechnics.

Auxiliary Aids

Group agrees that by 3 weeks prior to the event, it will furnish to hotel a list of any auxiliary aids needed by your attendees in meeting or function space. Group agrees to pay all charges associated with the provision of such aids by Hotel.

Function Space Assignments

The Hotel reserves the right to assign another room for your function in the event the room originally designated for your function shall be unavailable or inappropriate, in the Hotel's sole opinion. In the event of increased costs or unavailability of commodities or menu items, the Hotel may, at its option, make reasonable substitutions in menu items.

Music

Loud music and bands are not allowed in any public areas or meeting rooms during daily business hours. Any use of amplifiers or live music must be approved in advance in writing. We reserve the right to control decibel levels in any areas of the Hotel. You represent and warrant that all copyright and publishing fees for all compositions, materials, or arrangements performed or played at your event have been paid in full and you agree to indemnify, defend and hold harmless Hotel and its management company for any and all claims and damages related to the performance of any copyrighted works.

Package Handling Fees

Arrangements for delivery of packages should be made through the hotel contact. You must prepay all packages sent to the Hotel.

Promotional Materials

Hotel has the right to review and approve in advance any advertisements or promotional materials in connection with Group

function which specifically refers to the Hotel or uses its name or logo.

Group's materials brought into Hotel

The Hotel is not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal effects brought into the Hotel, and/or for the loss of equipment, exhibits or other materials left in meeting rooms. All displays and/or decorations proposed by Group will be subject to the prior written approval of Hotel in each instance. Any personal property of Group or Group's guests or invitees brought onto Hotel premises and left thereon, either prior to or following the Event, will be at sole risk of the Group and Hotel will not be liable for any loss of or damage to this property for any reason. Group acknowledges that the Hotel 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 by Group.

Compliance with laws and regulations

Group agrees to conduct the Event in an orderly manner in full compliance with applicable laws, regulations, and Hotel rules. Should Hotel incur any fees or costs associated with Group's compliance with such laws, regulations and rules, Group will be responsible for those fees. Group assumes full responsibility for the conduct of all persons in attendance at the Event and for any damage done to any part of Hotel's premises during any time the premises are under control of Group.

Security

If required, at the sole judgment of Hotel, in order to maintain adequate security measures in light of the size and nature of the Event, Group shall provide, at its expense, security personnel for the Event supplied by a reputable licensed guard or security agency doing business in the city or county in which the Hotel is located, which agency shall be subject to the prior approval of Hotel. If Group does not procure security and provide contact information to the Hotel after being advised of the necessity, Hotel will order security and the costs shall be added to Group's master bill. Security personnel provided by Group shall not carry weapons and are to coordinate with Hotel's regular security force and will concern themselves only with access to the space reserved hereunder (or substituted therefore), restricting their presence to those areas of the Hotel premises.

Authority and Acceptance

The persons signing the agreement on behalf of Hotel and the Group each warrant that they are authorized to make agreements and to bind their principals to this agreement. A copy of the signed contract is due by Friday, May 27, 2022. This contract shall be deemed accepted only after it has been signed by a representative of the group and thereafter signed by a representative of the Hotel. Acceptance may be made by facsimile transmission and this contract may be executed in one or more counterparts, each of which when fully executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement.

We look forward to working with you and to hosting a memorable event at the Crowne Plaza Louisville Airport!

Hotel Representative
[[SertifiSStamp_2]]

Katie Curran
Area Director of Catering
Crowne Plaza Louisville Airport

Group Representative
[[SertifiSStamp_1]]

Dr. Martin Pollio

Jefferson County Public School

Pending Board Approval