

*The*  
**GALT HOUSE**  
*Legendary • HOTEL • Louisville*

# Contract

## Deeper Learning Symposium 2023

### Especially prepared for:

|         |  |
|---------|--|
| Date    | November 2, 2022   |
| Client  | Alan Young   |
| Title   | Project Manager  |
| Account | Jefferson County Public Schools  |
| Address | Camp Edwards Education Complex<br>701 S Hancock St<br>Room 120<br>Louisville, KY 40203 |
| Phone   | (502) 485-6742   |
| Email   | alan.young@jefferson.kyschools.us  |

### Event and Hotel Information:

|         |  |
|---------|--|
| Event   | Deeper Learning Symposium 2023               |
| Contact | Whitney Hobbs                                |
| Title   | Catering Sales Manager                       |
| Hotel   | Galt House Hotel                             |
| Address | 140 N. Fourth Street<br>Louisville, KY 40202 |
| Phone   | (502)-568-3410                               |
| Email   | whobbs@ajshotels.com                         |

This Contract ("Agreement") is by and between Jefferson County Public Schools ("Group" or "you" or "your(s)") and the Schneider Hotels LLC DBA The Galt House Hotel (the "Hotel" or "we" or "us" or "our"). Pursuant to this contract, once accepted, Jefferson County Public Schools ("Group") will hold the following function(s) at the Galt House Hotel.

## Room Information

### Dates and Room Block

The Hotel has blocked off for your exclusive use the following rooms/rates for the following dates:

|                                       | Sun<br>07/30/23 | Mon<br>07/31/23 | Tue<br>08/01/23 | Wed<br>08/02/23 |
|---------------------------------------|-----------------|-----------------|-----------------|-----------------|
| WEST TOWER- Deluxe Guestrooms         | 0               | 25              | 25              | 25              |
| EAST TOWER- One Bedroom Balcony Suite | 1               | 1               | 1               | 1               |
| TOTAL ROOM BLOCK                      | 1               | 26              | 26              | 26              |

The Hotel will guarantee the following room rates:

| Room                                   | Room Rate |
|--|-----------|
| WEST TOWER – Deluxe Guestrooms         | \$189.00  |
| EAST TOWER – One Bedroom Balcony Suite | COMP      |

Rates are subject to tax, which is currently 16.07%. Please note this tax is subject to change without notice (group is tax exempt, only 9.5% transient fees apply). In summary, we can offer 75 room nights. Your group rates will be honored for your attendees three (3) days before group arrival and three (3) days after group departure based on availability.

### **Check In/Out**

Guest accommodations will be available at 3pm on arrival day and reserved until 11am on departure day. Early check-in and late check-out fees may apply to your group. 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.

An **early departure fee** is applicable to guests who check out prior to the agreed check-out date which will be equal to **one half (½) of the daily room rate**. The latest point at which the guest can change the departure date without incurring the cancellation charge is at the point of check-in.

### **Rebates**

Room rates quoted are not subject to rebates.

### **Commissions**

Room rates quoted are non-commissionable.

### **Attrition**

Jefferson County Public Schools agrees to provide a minimum of 70% of the outlined room block during the contracted dates. Should this commitment not materialize, Jefferson County Public Schools is responsible for the difference between the actualized room nights and the contracted guest room minimum as outlined above multiplied by the contracted convention room rate (\$189.00).

Jefferson County Public Schools agrees not to lower the contracted room block at the Hotel to satisfy the group's commitment at other Louisville hotels.

### **Room Reservation Procedures**

From the moment this contract is accepted, we will be holding your contracted guest room block for the use of your attendees. The Hotel has no obligation to provide room nights beyond those contained in the room block.

There are no applicable contract terms for rooms. If attendees of the Event wish to reserve rooms, they may book online or through our phone line ((800) 843-4258) any time prior to the event, at the public advertised rate.

### **Cutoff Date**

Your reservations cut-off date is Monday, July 10, 2023. All room nights which have not been reserved as of this date as described above will be deemed to be room nights which your group will not use, and they will become subject to the attrition provisions herein. Such room nights will at that date be returned to the Hotel's general inventory. Reservation requests from your attendees received after the reservations cut-off date will be accepted on a space available basis, at the higher of the contract rate or rate available at that time. Should such requests be accepted, such room nights will be credited to your block for purposes of any calculation of attrition.

### **Reservations Guarantee**

All reservations must be accompanied by a credit card or other method of payment. Guaranteed reservations can be cancelled up to 48 hours prior to arrival date. No-shows and late cancellations will be charged one night's room and tax.

## **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 |
|---------------|---------------------|---------|----------------------------|----------------------------|--------|
| Sun, 07/30/23 | 8:00 AM - 5:00 PM   | Meeting | Bradley                    | Conference/Boardroom       |        |
| Sun, 07/30/23 | 8:00 AM - 5:00 PM   | Meeting | Bradley                    | Conference/Boardroom       |        |
| Mon, 07/31/23 | 12:00 AM - 11:59 PM | Setup   | GHE 2nd Floor Registration | Special Setup Instructions |        |

|               |                     |                          |   |                            |       |
|---------------|---------------------|--------------------------|---|----------------------------|-------|
| Mon, 07/31/23 | 12:00 AM - 11:59 PM | Setup                    | Grand Ballroom Foyer ABC                      | Special Setup Instructions |       |
| Mon, 07/31/23 | 8:00 AM - 5:00 PM   | Meeting                  | Bradley                                       | Conference/Boardroom       |       |
| Tue, 08/01/23 | 8:00 AM - 5:00 PM   | Breakout/Syndicate #3    | Morrow  | Round Tables of 8          |       |
| Tue, 08/01/23 | 8:00 AM - 5:00 PM   | Breakout/Syndicate #1    | Bradley                                       | Conference/Boardroom       |       |
| Tue, 08/01/23 | 8:00 AM - 5:00 PM   | Breakout/Syndicate #10   | French  | Round Tables of 8          |       |
| Tue, 08/01/23 | 8:00 AM - 5:00 PM   | Breakout/Syndicate #11   | Segell  | Round Tables of 8          |       |
| Tue, 08/01/23 | 8:00 AM - 5:00 PM   | Breakout/Syndicate #13   | Stopher                                       | Round Tables of 8          |       |
| Tue, 08/01/23 | 8:00 AM - 5:00 PM   | Breakout/Syndicate #14   | Collins                                       | Round Tables of 8          |       |
| Tue, 08/01/23 | 8:00 AM - 5:00 PM   | Breakout/Syndicate #15   | Brown   | Round Tables of 8          |       |
| Tue, 08/01/23 | 8:00 AM - 5:00 PM   | Breakout/Syndicate #16   | Carroll Ford                                  | Round Tables of 8          |       |
| Tue, 08/01/23 | 8:00 AM - 5:00 PM   | Breakout/Syndicate #17   | Nunn  | Round Tables of 8          |       |
| Tue, 08/01/23 | 8:00 AM - 5:00 PM   | Breakout/Syndicate #18   | Breathitt                                     | Round Tables of 8          |       |
| Tue, 08/01/23 | 8:00 AM - 5:00 PM   | Breakout/Syndicate #19   | Combs Chandler                                | Round Tables of 8          |       |
| Tue, 08/01/23 | 8:00 AM - 5:00 PM   | Breakout/Syndicate #2    | Fields  | Round Tables of 8          |       |
| Tue, 08/01/23 | 8:00 AM - 5:00 PM   | Breakout/Syndicate #20   | Willis  | Round Tables of 8          |       |
| Tue, 08/01/23 | 8:00 AM - 5:00 PM   | Breakout/Syndicate #21   | Clements                                      | Round Tables of 8          |       |
| Tue, 08/01/23 | 8:00 AM - 5:00 PM   | Breakout/Syndicate #22   | Wilkinson                                     | Round Tables of 8          |       |
| Tue, 08/01/23 | 8:00 AM - 5:00 PM   | Breakout/Syndicate #23   | Sampson                                       | Round Tables of 8          |       |
| Tue, 08/01/23 | 8:00 AM - 5:00 PM   | Breakout/Syndicate #24   | Laffoon                                       | Round Tables of 8          |       |
| Tue, 08/01/23 | 8:00 AM - 5:00 PM   | Breakout/Syndicate #4    | Stanley                                       | Round Tables of 8          |       |
| Tue, 08/01/23 | 8:00 AM - 5:00 PM   | Breakout/Syndicate #5    | Wilson  | Round Tables of 8          |       |
| Tue, 08/01/23 | 8:00 AM - 5:00 PM   | Breakout/Syndicate #6    | Taylor  | Round Tables of 8          |       |
| Tue, 08/01/23 | 8:00 AM - 5:00 PM   | Breakout/Syndicate #7    | McCreary                                      | Round Tables of 8          |       |
| Tue, 08/01/23 | 8:00 AM - 5:00 PM   | Breakout/Syndicate #8    | Beckham                                       | Round Tables of 8          |       |
| Tue, 08/01/23 | 8:00 AM - 5:00 PM   | Breakout/Syndicate #9    | Jones   | Round Tables of 8          |       |
| Tue, 08/01/23 | 8:00 AM - 5:00 PM   | General Session/Congress | Grand Ballroom A, B, C                        | Theater                    | 2,000 |
| Tue, 08/01/23 | 8:00 AM - 5:00 PM   | Hospitality              | Waterfront Conference Room-3rd Fl Suite Tower | Conference/Boardroom       |       |
| Tue, 08/01/23 | 8:00 AM - 5:00 PM   | Meeting                  | Coe   | Round Tables of 8          |       |
| Tue, 08/01/23 | 8:00 AM - 5:00 PM   | Partner Room             | Grand Hall                                    | Exhibition - Table Top     |       |
| Tue, 08/01/23 | 8:00 AM - 5:00 PM   | Registration             | GHE 2nd Floor Registration                    | Existing Setup             |       |
| Tue, 08/01/23 | 8:15 AM - 5:00 PM   | Exhibition/Trade Show    | Grand Ballroom Foyer ABC                      | Exhibition - Table Top     |       |
| Wed, 08/02/23 | 8:00 AM - 5:00 PM   | Breakout/Syndicate #3    | Morrow  | Round Tables of 8          |       |
| Wed, 08/02/23 | 8:00 AM - 5:00 PM   | Breakout/Syndicate #1    | Bradley                                       | Conference/Boardroom       |       |
| Wed, 08/02/23 | 8:00 AM - 5:00 PM   | Breakout/Syndicate #10   | French  | Round Tables of 8          |       |
| Wed, 08/02/23 | 8:00 AM - 5:00 PM   | Breakout/Syndicate #11   | Segell  | Round Tables of 8          |       |
| Wed, 08/02/23 | 8:00 AM - 5:00 PM   | Breakout/Syndicate #13   | Stopher                                       | Round Tables of 8          |       |
| Wed, 08/02/23 | 8:00 AM - 5:00 PM   | Breakout/Syndicate #14   | Collins                                       | Round Tables of 8          |       |
| Wed, 08/02/23 | 8:00 AM - 5:00 PM   | Breakout/Syndicate #15   | Brown   | Round Tables of 8          |       |
| Wed, 08/02/23 | 8:00 AM - 5:00 PM   | Breakout/Syndicate #16   | Carroll Ford                                  | Round Tables of 8          |       |
| Wed, 08/02/23 | 8:00 AM - 5:00 PM   | Breakout/Syndicate #17   | Nunn  | Round Tables of 8          |       |
| Wed, 08/02/23 | 8:00 AM - 5:00 PM   | Breakout/Syndicate #18   | Breathitt                                     | Round Tables of 8          |       |
| Wed, 08/02/23 | 8:00 AM - 5:00 PM   | Breakout/Syndicate #19   | Combs Chandler                                | Round Tables of 8          |       |
| Wed, 08/02/23 | 8:00 AM - 5:00 PM   | Breakout/Syndicate #2    | Fields  | Round Tables of 8          |       |
| Wed, 08/02/23 | 8:00 AM - 5:00 PM   | Breakout/Syndicate #20   | Willis  | Round Tables of 8          |       |
| Wed, 08/02/23 | 8:00 AM - 5:00 PM   | Breakout/Syndicate #21   | Clements                                      | Round Tables of 8          |       |
| Wed, 08/02/23 | 8:00 AM - 5:00 PM   | Breakout/Syndicate #22   | Wilkinson                                     | Round Tables of 8          |       |

|               |                   |                          |   |                        |       |
|---------------|-------------------|--------------------------|---|------------------------|-------|
| Wed, 08/02/23 | 8:00 AM - 5:00 PM | Breakout/Syndicate #23   | Sampson                                       | Round Tables of 8      |       |
| Wed, 08/02/23 | 8:00 AM - 5:00 PM | Breakout/Syndicate #24   | Laffoon                                       | Round Tables of 8      |       |
| Wed, 08/02/23 | 8:00 AM - 5:00 PM | Breakout/Syndicate #4    | Stanley                                       | Round Tables of 8      |       |
| Wed, 08/02/23 | 8:00 AM - 5:00 PM | Breakout/Syndicate #5    | Wilson  | Round Tables of 8      |       |
| Wed, 08/02/23 | 8:00 AM - 5:00 PM | Breakout/Syndicate #6    | Taylor  | Round Tables of 8      |       |
| Wed, 08/02/23 | 8:00 AM - 5:00 PM | Breakout/Syndicate #7    | McCreary                                      | Round Tables of 8      |       |
| Wed, 08/02/23 | 8:00 AM - 5:00 PM | Breakout/Syndicate #8    | Beckham                                       | Round Tables of 8      |       |
| Wed, 08/02/23 | 8:00 AM - 5:00 PM | Breakout/Syndicate #9    | Jones   | Round Tables of 8      |       |
| Wed, 08/02/23 | 8:00 AM - 5:00 PM | General Session/Congress | Grand Ballroom A, B, C                        | Theater                | 2,000 |
| Wed, 08/02/23 | 8:00 AM - 5:00 PM | Hospitality              | Waterfront Conference Room-3rd Fl Suite Tower | Conference/Boardroom   |       |
| Wed, 08/02/23 | 8:00 AM - 5:00 PM | Partner Room             | Grand Hall                                    | Exhibition - Table Top |       |
| Wed, 08/02/23 | 8:00 AM - 5:00 AM | Registration             | GHE 2nd Floor Registration                    | Existing Setup         |       |
| Wed, 08/02/23 | 8:15 AM - 5:00 PM | Exhibition/Trade Show    | Grand Ballroom Foyer ABC                      | Exhibition - Table Top |       |
| Thu, 08/03/23 | 8:00 AM - 5:00 PM | Breakout/Syndicate #3    | Morrow  | Round Tables of 8      |       |
| Thu, 08/03/23 | 8:00 AM - 5:00 PM | Breakout/Syndicate #1    | Bradley                                       | Conference/Boardroom   |       |
| Thu, 08/03/23 | 8:00 AM - 5:00 PM | Breakout/Syndicate #10   | French  | Round Tables of 8      |       |
| Thu, 08/03/23 | 8:00 AM - 5:00 PM | Breakout/Syndicate #11   | Segell  | Round Tables of 8      |       |
| Thu, 08/03/23 | 8:00 AM - 5:00 PM | Breakout/Syndicate #13   | Stopher                                       | Round Tables of 8      |       |
| Thu, 08/03/23 | 8:00 AM - 5:00 PM | Breakout/Syndicate #14   | Collins                                       | Round Tables of 8      |       |
| Thu, 08/03/23 | 8:00 AM - 5:00 PM | Breakout/Syndicate #15   | Brown   | Round Tables of 8      |       |
| Thu, 08/03/23 | 8:00 AM - 5:00 PM | Breakout/Syndicate #16   | Carroll Ford                                  | Round Tables of 8      |       |
| Thu, 08/03/23 | 8:00 AM - 5:00 PM | Breakout/Syndicate #17   | Nunn  | Round Tables of 8      |       |
| Thu, 08/03/23 | 8:00 AM - 5:00 PM | Breakout/Syndicate #18   | Breathitt                                     | Round Tables of 8      |       |
| Thu, 08/03/23 | 8:00 AM - 5:00 PM | Breakout/Syndicate #19   | Combs Chandler                                | Round Tables of 8      |       |
| Thu, 08/03/23 | 8:00 AM - 5:00 PM | Breakout/Syndicate #2    | Fields  | Round Tables of 8      |       |
| Thu, 08/03/23 | 8:00 AM - 5:00 PM | Breakout/Syndicate #20   | Willis  | Round Tables of 8      |       |
| Thu, 08/03/23 | 8:00 AM - 5:00 PM | Breakout/Syndicate #21   | Clements                                      | Round Tables of 8      |       |
| Thu, 08/03/23 | 8:00 AM - 5:00 PM | Breakout/Syndicate #22   | Wilkinson                                     | Round Tables of 8      |       |
| Thu, 08/03/23 | 8:00 AM - 5:00 PM | Breakout/Syndicate #23   | Sampson                                       | Round Tables of 8      |       |
| Thu, 08/03/23 | 8:00 AM - 5:00 PM | Breakout/Syndicate #24   | Laffoon                                       | Round Tables of 8      |       |
| Thu, 08/03/23 | 8:00 AM - 5:00 PM | Breakout/Syndicate #4    | Stanley                                       | Round Tables of 8      |       |
| Thu, 08/03/23 | 8:00 AM - 5:00 PM | Breakout/Syndicate #5    | Wilson  | Round Tables of 8      |       |
| Thu, 08/03/23 | 8:00 AM - 5:00 PM | Breakout/Syndicate #6    | Taylor  | Round Tables of 8      |       |
| Thu, 08/03/23 | 8:00 AM - 5:00 PM | Breakout/Syndicate #7    | McCreary                                      | Round Tables of 8      |       |
| Thu, 08/03/23 | 8:00 AM - 5:00 PM | Breakout/Syndicate #8    | Beckham                                       | Round Tables of 8      |       |
| Thu, 08/03/23 | 8:00 AM - 5:00 PM | Breakout/Syndicate #9    | Jones   | Round Tables of 8      |       |
| Thu, 08/03/23 | 8:00 AM - 5:00 PM | General Session/Congress | Grand Ballroom A, B, C                        | Theater                | 2,000 |
| Thu, 08/03/23 | 8:00 AM - 5:00 PM | Hospitality              | Waterfront Conference Room-3rd Fl Suite Tower | Conference/Boardroom   |       |
| Thu, 08/03/23 | 8:00 AM - 5:00 PM | Meeting                  | Coe   | Round Tables of 8      |       |
| Thu, 08/03/23 | 8:00 AM - 5:00 PM | Partner Room             | Grand Hall                                    | Exhibition - Table Top |       |
| Thu, 08/03/23 | 8:00 AM - 5:00 PM | Registration             | Grand Ballroom Foyer ABC                      | Existing Setup         |       |
| Thu, 08/03/23 | 8:15 AM - 5:00 PM | Exhibition/Trade Show    | Grand Ballroom Foyer ABC                      | Exhibition - Table Top |       |

*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.

**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 \$38,700.00, plus 24% service fee, which comes to a total of \$47,988 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 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.

**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 Galt House Hotel amenities include:

- Complimentary wireless internet in the guest rooms and public areas of the hotel (charges may apply for premium internet speeds and in event rooms)
- Complimentary use of Club 360 Fitness Center for overnight guests of the hotel

**Special Concessions**

The following concessions have been negotiated based on fulfillment of this contract, including attrition and/or Food and Beverage Minimum Spend as specified in the contract. Should these commitment(s) not be met, Hotel reserves the right to modify these concessions.

- Complimentary 1 bedroom balcony suite checking in on 7/30/23, checking out 8/3/23
- Complimentary water (not bottles) in every meeting room every day
- 30 complimentary tables in exhibit hall
- Complimentary risers for stage in Grand Ballroom
- \$10 per day event parking for 150 cars (50 cars per day)

**Parking**

Parking is available on site in our attached, covered garage for registered guests of the hotel. The current parking rates *per vehicle per day* at the Hotel are:

- Event Parking: \$12.00 self parking, \$25.00 valet parking
- Overnight Parking: \$30.00 self parking, \$40.00 valet parking
- Bus parking: \$75.00 as space permits

Please note these fees are subject to change.

## 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%.

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 of \$1500, 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. Additional compensation to offset liquidated damages would include any of the concession items listed in the agreement.

### **Anticipated Revenue**

At this time, the Hotel is holding 75 room nights for your use over the contracted dates, which will generate a revenue of \$14,175.00, plus 9.5% transient fee, equals \$15,507.45. Planned meeting room rental is \$38,700.00, plus 24% service fee, equals \$47,988. This shall be referred to herein as the "ANTICIPATED REVENUE" (\$63,495.45).

### **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. Force Majeure Events do not include any failure to provide the facilities or to hold the meeting as a result of financial inability, political or social pressure, or general economic or market factors.

## **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**

Our records indicate your group is tax exempt. Please send your Kentucky Tax Exemption Certificate to your Sales Manager, Whitney Hobbs, upon signing this document.

#### **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: All Charges.

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 ten (10) 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 thirty (30) 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.

#### **Direct Billing Option**

Attached you will find a direct bill application. A form of payment guarantee will be due with the signed agreement in order for this to be considered a definite event. Please return the completed form of preferred payment along with the signed agreement.

In the event that credit is approved, the group will be required to pay 25% of the full forecasted bill before Arrival, with the remaining 75% to be billed upon event completion.

In the event that credit is not requested or is not approved, pre-payment of your total estimated Master Account will be due prior to your arrival, in accordance with a schedule to be determined by the Hotel at its sole discretion. Under such circumstance, failure to remit the appropriate pre-payment on a timely basis will be considered a cancellation by the group and the group shall be liable for amounts as described in the cancellation provisions.

**If direct billing is not approved, you agree to pay by check, cash, wire, or money order upon receipt of our invoice. Alternate forms of payment, including credit cards, will incur a 4% administrative fee.**

## **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 Saturday, December 31, 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 Galt House Hotel!

**Hotel Representative**

[[SertifiSStamp\_2]]

**Group Representative**

[[SertifiSStamp\_1]]

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Whitney Hobbs  
Catering Sales Manager  
Galt House Hotel

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Dr. Marty Pollio  
Superintendent  
Jefferson County Public Schools

Hotel Initials: [[SertifiInitial\_2]]

Group Initials: [[SertifiInitial\_1]]