

OK AS TO FORM
A.M.H. 4.24.2023



**MARRIOTT
LOUISVILLE EAST**

SALES AGREEMENT

The following represents an agreement between Louisville Marriott East, 1903 Embassy Square Boulevard, Louisville, KY, 40299, (502) 491-1184 and Jefferson County Public Schools.

ORGANIZATION: Jefferson County Public Schools
 CONTACT:
 Name: Carolyn Callahan
 Job Title: Chief Communications Officer
 Street Address: 3332 Newberg Road
 City, State, Postal Code: Louisville, KY 40218
 Phone Number: (502) 338-5377
 E-mail Address: carolyn.callahan@jefferson.kyschools.us

NAME OF EVENT: JCPS Teacher's Training June2023
 REFERENCE #: M-Q21K4MU
 OFFICIAL PROGRAM DATES: Monday, 06/05/2023 – Friday, 06/09/2023

FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by Jefferson County Public Schools, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

Date	Day	Start Time	End Time	Function Type	Setup	Attendees	Rental	Function Space
06/05/2023	Mon	8:30 AM	4:00 PM	Special	Rounds of 10	50	\$200.00	Bluegrass A
06/05/2023	Mon	8:30 AM	4:00 PM	Special	Rounds of 10	50	\$200.00	Bluegrass B
06/05/2023	Mon	8:30 AM	4:00 PM	Special	Rounds of 10	50	\$200.00	Bluegrass C
06/05/2023	Mon	8:30 AM	4:00 PM	Breakout 1	Rounds of 10	50	\$200.00	Bluegrass D
06/05/2023	Mon	8:30 AM	4:00 PM	Breakout 2	Rounds of 10	50	\$200.00	Bluegrass E
06/05/2023	Mon	8:30 AM	4:00 PM	Breakout 3	Rounds of 10	50	\$200.00	Colonel A
06/05/2023	Mon	8:30 AM	4:00 PM	Breakout 4	Rounds of 10	50	\$200.00	Colonel B
06/05/2023	Mon	8:30 AM	4:00 PM	Breakout 5	Rounds of 10	50	\$200.00	Colonel C
06/05/2023	Mon	8:30 AM	4:00 PM	Breakout 6	Rounds of 10	50	\$200.00	Cardinal
06/05/2023	Mon	8:30 AM	4:00 PM	JCPS Room	Boardroom	12	\$200.00	RockBridge
06/05/2023	Mon	8:30 AM	4:00 PM	Special	Rounds of 10	450	\$2000.00	Commonwealth
06/06/2023	Tue	8:30 AM	4:00 PM	Special	Rounds of 10	50	\$200.00	Bluegrass A
06/06/2023	Tue	8:30 AM	4:00 PM	Special	Rounds of 10	50	\$200.00	Bluegrass B
06/06/2023	Tue	8:30 AM	4:00 PM	Special	Rounds of 10	50	\$200.00	Bluegrass C
06/06/2023	Tue	8:30 AM	4:00 PM	Breakout 1	Rounds of 10	50	\$200.00	Bluegrass D
06/06/2023	Tue	8:30 AM	4:00 PM	Breakout 2	Rounds of 10	50	\$200.00	Bluegrass E
06/06/2023	Tue	8:30 AM	4:00 PM	Breakout 3	Rounds of 10	50	\$200.00	Colonel A
06/06/2023	Tue	8:30 AM	4:00 PM	Breakout 4	Rounds of 10	50	\$200.00	Colonel B
06/06/2023	Tue	8:30 AM	4:00 PM	Breakout 5	Rounds of 10	50	\$200.00	Colonel C

Date	Day	Start Time	End Time	Function Type	Setup	Attendees	Rental	Function Space
06/06/2023	Tue	8:30 AM	4:00 PM	Breakout 6	Rounds of 10	50	\$200.00	Cardinal
06/05/2023	Tue	8:30 AM	4:00 PM	JCPS Room	Boardroom	12	\$200.00	RockBridge
06/05/2023	Tue	8:30 AM	4:00 PM	Special	Rounds of 10	450	\$2000.00	Commonwealth
06/07/2023	Wed	8:30 AM	4:00 PM	Special	Rounds of 10	50	\$200.00	Bluegrass A
06/07/2023	Wed	8:30 AM	4:00 PM	Special	Rounds of 10	50	\$200.00	Bluegrass B
06/07/2023	Wed	8:30 AM	4:00 PM	Special	Rounds of 10	50	\$200.00	Bluegrass C
06/07/2023	Wed	8:30 AM	4:00 PM	Breakout 1	Rounds of 10	50	\$200.00	Bluegrass D
06/07/2023	Wed	8:30 AM	4:00 PM	Breakout 2	Rounds of 10	50	\$200.00	Bluegrass E
06/07/2023	Wed	8:30 AM	4:00 PM	Breakout 3	Rounds of 10	50	\$200.00	Colonel A
06/07/2023	Wed	8:30 AM	4:00 PM	Breakout 4	Rounds of 10	50	\$200.00	Colonel B
06/07/2023	Wed	8:30 AM	4:00 PM	Breakout 5	Rounds of 10	50	\$200.00	Colonel C
06/07/2023	Wed	8:30 AM	4:00 PM	Breakout 6	Rounds of 10	50	\$200.00	Cardinal
06/07/2023	Wed	8:30 AM	4:00 PM	JCPS Room	Boardroom	12	\$200.00	RockBridge
06/07/2023	Wed	8:30 AM	4:00 PM	Special	Rounds of 10	450	\$2000.00	Commonwealth
06/08/2023	Thu	8:30 AM	4:00 PM	Special	Rounds of 10	50	\$200.00	Bluegrass A
06/08/2023	Thu	8:30 AM	4:00 PM	Special	Rounds of 10	50	\$200.00	Bluegrass B
06/08/2023	Thu	8:30 AM	4:00 PM	Special	Rounds of 10	50	\$200.00	Bluegrass C
06/08/2023	Thu	8:30 AM	4:00 PM	Breakout 1	Rounds of 10	30	\$200.00	Bluegrass D
06/08/2023	Thu	8:30 AM	4:00 PM	Breakout 2	Rounds of 10	30	\$200.00	Bluegrass E
06/08/2023	Thu	8:30 AM	4:00 PM	Breakout 3	Rounds of 10	30	\$200.00	Colonel A
06/08/2023	Thu	8:30 AM	4:00 PM	Breakout 4	Rounds of 10	30	\$200.00	Colonel B
06/08/2023	Thu	8:30 AM	4:00 PM	Breakout 5	Rounds of 10	30	\$200.00	Colonel C
06/08/2023	Thu	8:30 AM	4:00 PM	Breakout 6	Rounds of 10	30	\$200.00	Cardinal
06/05/2023	Thu	8:30 AM	4:00 PM	JCPS Room	Boardroom	12	\$200.00	RockBridge
06/05/2023	Thu	8:30 AM	4:00 PM	Special	Rounds of 10	450	\$2000.00	Commonwealth
06/09/2023	Fri	8:30 AM	4:00 PM	Special	Rounds of 10	50	\$200.00	Bluegrass A
06/09/2023	Fri	8:30 AM	4:00 PM	Special	Rounds of 10	50	\$200.00	Bluegrass B
06/09/2023	Fri	8:30 AM	4:00 PM	Special	Rounds of 10	50	\$200.00	Bluegrass C
06/09/2023	Fri	8:30 AM	4:00 PM	Breakout 1	Rounds of 10	30	\$200.00	Bluegrass D
06/09/2023	Fri	8:30 AM	4:00 PM	Breakout 2	Rounds of 10	30	\$200.00	Bluegrass E
06/09/2023	Fri	8:30 AM	4:00 PM	Breakout 3	Rounds of 10	30	\$200.00	Colonel A
06/09/2023	Fri	8:30 AM	4:00 PM	Breakout 4	Rounds of 10	30	\$200.00	Colonel B
06/09/2023	Fri	8:30 AM	4:00 PM	Breakout 5	Rounds of 10	30	\$200.00	Colonel C
06/09/2023	Fri	8:30 AM	4:00 PM	Breakout 6	Rounds of 10	30	\$200.00	Cardinal
06/09/2023	Fri	8:30 AM	4:00 PM	JCPS Room	Rounds of 10	12	\$200.00	RockBridge
06/09/2023	Fri	8:30 AM	4:00 PM	Special	Rounds of 10	400	\$2000.00	Commonwealth

Below Food & Beverage Tentative Requirements:

- 8:30 AM - 9:30 AM Breakfast Buffet
- 9:30 AM Continuous Break (Beverages | Grab & Go Snacks)
- 12:30 PM - 1:30 PM Boxed Lunch
- 4:00 PM - 6:00 PM Cocktail Reception (on Friday Only)

All meeting rooms, food and beverage, and related services are subject to applicable taxes (currently 6%) and service charge (currently 24%) in effect on the date(s) of the Event. The Hotel reserves the right to adjust function space in direct proportion to any changes in the number of attendees.

MEETING ROOM SETUP FEE

Based on Jefferson County Public Schools' requirements, Hotel's Meeting Room Setup fee is **\$1,500.00**, exclusive of service charge and tax.

FACILITY FEES

Based on Jefferson County Public Schools' requirements, Hotel's function space rental fees will be **\$20,000**, based upon the functions outlined in this Agreement.

METHOD OF PAYMENT

The method of payment of the Master Account will be established upon approval of Jefferson County Public Schools' credit. If credit is approved, the outstanding balance of Jefferson County Public Schools Master Account (less any advance deposits and exclusive of disputed charges) will be due and payable upon receipt of invoice.

Jefferson County Public Schools will raise any disputed charge(s) within 7 days after receipt of the invoice. The Hotel will work with Jefferson County Public Schools in resolving any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute. If payment of any invoice is not received within thirty (30) days of the date on which it was due, Hotel will impose a finance charge at the rate of the lesser of 1-1/2% per month (18% annual rate) or the maximum allowed by law on the unpaid balance commencing on the invoice date.

Jefferson County Public Schools has indicated that it has elected to use the following form of payment:

- Credit card (We accept all major credit cards)
- Company check or Electronic Funds Transfer
- _____ [agreed alternative]

Jefferson County Public Schools may not change this form of payment.

In the event that credit is not approved, Jefferson County Public Schools agrees to pay an advance deposit in an amount to be determined by the Hotel in its reasonable discretion, with the full amount due prior to the start of the group's event.

ADVANCE PAYMENT

An advance payment of \$1,000.00 will be required in order to hold arrangements on a definite basis. This advance payment is due upon contract signing and will be credited toward the Master Account.

DAMAGE TO FUNCTION SPACE

Jefferson County Public Schools agrees to pay for any damage to the function space that occurs while Jefferson County Public Schools is using it. Jefferson County Public Schools will not be responsible, however, for ordinary wear and tear or for damage that it can show was caused by persons other than Jefferson County Public Schools and its attendees.

OUTSIDE FOOD AND BEVERAGE POLICY

All food and beverages served at functions associated with the Event must be provided, prepared, and served by Hotel, and must be consumed on Hotel premises.

CANCELLATION

Jefferson County Public Schools' Total Room Rental for the Event will be **\$20,000.00** (exclusive of applicable service charges and taxes).

If Jefferson County Public Schools cancels the Event, liquidated damages in the amount of one hundred percent (100%) of the Total Room Rental will be due, plus applicable taxes.

IMPOSSIBILITY

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible for the Hotel to provide, or for groups in general to use, the Hotel facilities. The ability to terminate this Agreement without

liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical - but in no event longer than ten (10) days - after learning of such basis.

COMPLIANCE WITH LAW

This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and Jefferson County Public Schools agree to cooperate with each other to ensure compliance with such laws.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or Jefferson County Public Schools will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

LITIGATION EXPENSES

The parties agree that, in the event litigation relating to this Agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorneys' fees.

LIQUOR LICENSE

Jefferson County Public Schools understands that Hotel's liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are underage.

COMPLIANCE WITH EQUAL OPPORTUNITY LAWS

This section describes Marriott's obligations as a U.S. federal contractor. It does not apply to customers that are not part of the U.S. federal government or using funds from the U.S. federal government for this contract.

Marriott shall comply with all applicable laws, statutes, rules, ordinances, codes, orders and regulations of all federal, state, local and other governmental and regulatory authorities and of all insurance bodies applicable to the Hotel premises in performing its obligations under this Agreement.

Marriott (referred to as "contractor" in this section) shall comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act, as amended, which are administered by the United States Department of Labor ("DOL"), Office of Federal Contract Compliance Programs ("OFCCP"). The equal employment opportunity clauses of the implementing regulations, including but not limited to 41 C.F.R. §§ 60.1-4, 60-300.5(a), and 60-741.5(a), are hereby incorporated by reference, with all relevant rules, regulations and orders pertaining thereto. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

Marriott also shall comply with Executive Order 13496 and with all relevant rules, regulations and orders pertaining thereto, to the extent applicable. The employee notice clause and all other provisions of 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference.

To the extent applicable, Marriott shall include the provisions of this section in every subcontract or purchase order so that such provisions shall be binding upon each contractor, subcontractor or vendor performing services or providing materials relating to this Agreement and the services provided pursuant to the terms hereof.

PRIVACY

Marriott International, Inc. ("Marriott") is committed to complying with obligations applicable to Marriott under applicable privacy and data protection laws, including to the extent applicable EU data protection laws. Hotel shall comply with the then-current Marriott Group Global Privacy Statement (the "Privacy Statement," currently available at <http://www.marriott.com/about/privacy.mi>) with respect to any personal data received under this Agreement.

Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only

for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration.

Jefferson County Public Schools will obtain all necessary rights and permissions prior to providing any personal data to Hotel, including all rights and permissions required for Hotel, Hotel affiliates, and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Hotel's privacy statement and applicable law. Notwithstanding any other provision, Hotel may use an individual's own personal data to the extent directed by, consented to or requested by such individual.

IN-HOUSE EQUIPMENT

Hotel will provide, at no charge, a reasonable amount of meeting equipment (for example, chairs, tables, chalkboards, etc.). These complimentary arrangements do not include special setups or extraordinary formats that would deplete Hotel's present in-house equipment to the point of requiring rental of an additional supply to accommodate Jefferson County Public Schools' needs. If such special setups or extraordinary formats are requested, Hotel will present Jefferson County Public Schools two (2) alternatives: (1) charging Jefferson County Public Schools the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost.

TECHNICAL SERVICES

ENCORE is Hotel's preferred provider for audio/visual needs. Because the use of another provider will necessarily involve the use of some of Hotel's and ENCORE's equipment and expertise, a fee of \$1,000.00 will be charged if Jefferson County Public Schools selects such a provider.

UNATTENDED ITEMS/ADDITIONAL SECURITY

The Hotel cannot ensure the security of items left unattended in function rooms. Special arrangements may be made with the Hotel for securing a limited number of valuable items. If Jefferson County Public Schools requires additional security with respect to such items or for any other reason, the Hotel will assist in making these arrangements. All security personnel to be utilized during the Event are subject to Hotel approval.

USE OF OUTSIDE VENDORS

If Jefferson County Public Schools wishes to hire outside vendors to provide any goods or services at Hotel during the Event, Jefferson County Public Schools must notify Hotel of the specific goods or services to be provided and provide sufficient advance notice to the Hotel so that the Hotel can (i) determine, in Hotel's sole discretion, whether such vendor must provide Hotel, in form and amount reasonably satisfactory to Hotel, an indemnification agreement and proof of adequate insurance, and (ii) approve, using reasonable judgment, the selection of the outside vendor and the goods or services to be provided by such outside vendor to Jefferson County Public Schools, taking into consideration: (a) whether Hotel offers such goods and services; (b) the risk level posed by certain activities; and (c) the safety and well-being of guests at Hotel.

PERFORMANCE LICENSES

Jefferson County Public Schools will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including without limitation, music, audio, or video recordings, art, etc.) that Jefferson County Public Schools may use or request to be used at the Hotel.

MARRIOTT BONVOY EVENTS

Marriott Bonvoy Events provides Points or Miles to eligible Marriott Bonvoy Members who book and hold qualifying meetings and events at Participating Properties.

Approximately ten (10) business days after the conclusion of the Event (provided that the Event is not cancelled and Jefferson County Public Schools has otherwise complied with the material terms and conditions of this Agreement), the Hotel will award Points or Miles to the Member and relevant account identified below. By inserting the airline frequent flyer account information, the recipient elects to receive Miles instead of Points.

Marriott Bonvoy Events is not available in certain circumstances, including (1) for any government employee or official booking a government event (U.S. government event or non-U.S. government event); (2) for any employee of a state-owned or state-controlled entity ("SOE") booking an event on behalf of the SOE; or (3) for any other planner or intermediary when booking an event on behalf of a non-U.S. governmental entity or SOE. Hotels in the Asia Pacific region are restricted from awarding Points or Miles to any intermediary booking an event on behalf of any governmental entity or SOE.

GROUP MUST CHECK **ONE** OPTION BELOW:

- The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) is eligible to receive Points or Miles.

Member Name _____
Marriott Bonvoy Membership Number _____

*If Miles are desired instead of Points, please also provide:

Participating airline name _____
Participating airline frequent flyer account number _____

OR

- The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) declines or is not eligible to receive Points or Miles and hereby waives the right to receive Points or Miles in connection with the Event.

The individual identified above to receive either Points or Miles may not be changed without such individual's prior written consent. The number of Points or Miles to be awarded shall be determined pursuant to the Marriott Bonvoy Terms and Conditions (the "Terms and Conditions"), as in effect at the time of award. All Marriott Bonvoy Terms and Conditions apply. The Terms and Conditions are available on-line at <https://www.marriott.com/loyalty/terms/default.mi> and may be changed at the sole discretion of Marriott International, Inc. at any time and without notice. Capitalized terms used in this section have the meanings given to them in the Terms and Conditions.

HIGH RISK ACTIVITIES

Hotel has committed to providing the room nights and function space, as applicable, set forth in this Agreement based on information about the event that Jefferson County Public Schools has given to the Hotel. Jefferson County Public Schools agrees that it has presented all material information required in order for Hotel to provide the rooms and facilities set forth in this Agreement. Should Hotel, in its sole reasonable discretion, determine at any time that the Event will include a high-risk activity that was previously undisclosed to the Hotel (including by way of example, and not by limitation, biological agents, pyrotechnics, etc.), Hotel may terminate this Agreement immediately and without liability, upon written notice to Jefferson County Public Schools.

ACCEPTANCE

When presented by the Hotel to Jefferson County Public Schools, this document is an invitation by the Hotel to Jefferson County Public Schools to make an offer. Upon signature by Jefferson County Public Schools, this document will be an offer by Jefferson County Public Schools. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies Jefferson County Public Schools at any time prior to Jefferson County Public Schools' execution of this document, the outlined format and dates will be held by the Hotel for Jefferson County Public Schools on a first-option basis until **Friday, April 28, 2023**. If Jefferson County Public Schools cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at the Hotel's option, the arrangements will be released, in which case neither party will have any further obligations.

Upon signature by both parties, Jefferson County Public Schools and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

SIGNATURES

Approved and authorized by Jefferson County Public Schools:

Name: (Print) _____

Title: (Print) _____

Signature: _____

Date: _____

Approved and authorized by Hotel:

Name: (Print) _____

Title: (Print) _____

Signature: _____

Date: _____

