



HYATT REGENCY LEXINGTON
401 W HIGH STREET
LEXINGTON, KY 40507- US
Telephone: (859) 253-1234
Fax: (859) 254-7430

May 25, 2023

CATERING CONTRACT

GROUP NAME: FAYETTE COUNTY PUBLIC SCHOOLS
FUNCTION NAME: FAYETTE COUNTY PUBLIC SCHOOLS

BILLING CONTACT: JESSE METTILLE
ADDRESS: 450 PARK PLACE
LEXINGTON, KENTUCKY 40511
PHONE NUMBER: (859) 381-4100

CONTACT NAME: KAELYN QUERY
PHONE NUMBER: (859) 338-7545
EMAIL ADDRESS: kaelyn@lexingtoneventco.com

Day	Date	Function	Function Room	Time	Set Up	# of guests	Room Rental
TUESDAY - THURSDAY	8/8/23 – 8/10/23	FAYETTE COUNTY PUBLIC SCHOOLS	See Program of Events	8:00 AM -5:00 PM	TBD	800	Waived when food and beverage minimum is met

FAYETTE COUNTY PUBLIC SCHOOLS ("Group") and HYATT REGENCY LEXINGTON ("Hotel") agree as follows:

DEFINITE BOOKING

Once you sign and return this agreement, along with the required Credit Arrangements your reservation will be confirmed and considered a definite booking. This signed contract and credit arrangements are due on 6/12/23.

MINIMUM REVENUE COMMITMENT

Based on the approximate number of guests set forth above, a minimum of \$55,000.00 in combined banquet food and beverage will be spent at your function. This minimum does not include guestroom charges, service charges, any applicable taxes, labor charges, audiovisual, or any other miscellaneous charges incurred. Should the minimum revenue not be achieved, the remaining balance will be applied as meeting room rental.

CANCELLATION POLICY

Either the Hotel or Group may cancel this contract without cause at any time prior to the event by paying to the other party liquidated damages (agreed not to constitute a penalty) based on the following scale:

Less than six (6) months to one (1) month from arrival date (75% of estimate revenue) - \$ 41,250.00
Less than one (1) month up to arrival date (90% of estimate revenue) - \$ 49,500.00

Cancellations made under this provision shall be made by the canceling party to the non-canceling party by written notice and payment of the liquidated damages due at that time.

Failure to remit payment when due will result in Group's cancellation of this Agreement and Group shall be liable for the Cancellation Fee as set forth herein.

CREDIT ARRANGEMENTS (Please note desired method of payment)

Payment will be made by Credit Card. At time of booking, a 25% deposit (within 30 days) is required. Final payment on the credit card will be due (7) business days prior to arrival. The final guarantee is due (3) business days in advance of your event. If your guarantee is less than what was paid (7) business days prior to arrival, we will gladly refund the difference after the conclusion of the event and the total charges have been finalized. If the guarantee is more than what was paid (7) business days prior to arrival, then the difference will be due when the guarantee is due (3) business days in advance of the event.

Payment to be made by certified check or cash. At time of booking, a 25% deposit (within 30 days) is required. Final payment by certified check or cashier's check (no personal checks) will be due (7) business days prior to arrival. The final guarantee is due (3) business days in advance of your event. If your guarantee is less than what was paid (7) business days prior to arrival, we will gladly refund the difference within 2 weeks at the conclusion of the event. If the guarantee is more than what was paid (7) business days prior to arrival, then the difference will be due when the guarantee is due (3) business days in advance of the event.

Direct billing requested. The completed direct billing request must be received by the hotel with your signed contract to be considered for direct billing. Should billing be approved, the balance of the account is due and payable upon receipt. Finance charges will apply for any past due balances. If direct billing is not approved, then one of the two other options above must be used.

FORCE MAJEURE

The parties' performance under this Agreement is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, restriction on food, beverage or other supplies or any other emergency of a comparable nature beyond the parties' control, making it impossible, illegal or which materially affects a party's ability to perform its obligations under this Agreement. In order to terminate this agreement under this provision, the terminating party must provide written notice to the other party within five (5) days of the occurrence of any of these events. In the event of termination by the Hotel under this section, the Hotel shall refund all deposits and/or prepayments made by the Group within five (5) days of the notice of termination.

GUARANTEE COUNTS

In arranging for private functions, the final attendance must be received by the Catering Office no later than 11:00 a.m. three (3) working days prior to the commencement of the function. This number will be considered a guarantee, not subject to reduction, and charges will be made accordingly. Please provide the guarantees on the following days*:

Day of Function:	Guarantee due on the preceding:
Saturday, Sunday, or Monday	Wednesday
Tuesday	Thursday
Wednesday	Friday
Thursday	Monday
Friday	Tuesday

*National Holidays are not considered working days and should be taken into consideration when submitting guarantees.

The Hotel will be prepared to serve 3% more than the guaranteed number of attendees and cannot be responsible for service to more than 3 % over the guarantee for groups of up to 1,000 persons. For groups

more than 1,000 persons, a maximum of 30 person overset will apply. If the guarantee is raised within the 72 hours, the 3% over set will not apply, and the guarantee then becomes the set.

TAXES

All federal and local taxes / charges which may be imposed or be applicable to this agreement and to the service rendered by the Hotel are in addition to the prices herein agreed upon, and the Group agrees to pay them.

Groups that are tax exempt in the State of Kentucky must provide a copy of their Kentucky tax exemption certificate at the time of signing this agreement to qualify.

FOOD AND BEVERAGE

No food and beverage of any kind may be brought into the Hotel by the Group or any of the Group's guests or invitees.

PAYMENT

In some instances, the hotel may approve direct billing. The completed request for direct billing form must be received by the hotel at contract signing to be considered for direct billing. Should billing be approved, the balance of the account is due and payable no later than thirty (30) days after the date of the function.

SERVICE CHARGE

A 25% Service Charge and applicable taxes shall be added to all food and beverage, meeting room rental and audio visual.

INDEMNIFICATION AND HOLD HARMLESS

Hotel agrees to defend, indemnify and hold harmless Group from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees, arising out of or resulting from any act undertaken or committed by Hotel pursuant to the performance of its obligations under this Agreement. Hotel also agrees to defend, indemnify and hold harmless Group from any liability resulting from any claim, action or cause of action, which may be asserted by third parties arising out of Hotel's performance pursuant to this Agreement, except for those actions or liabilities which are due to the misconduct or negligence of the Group.

Group agrees to defend, indemnify, and hold harmless Hotel from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees, arising out of or resulting from any act undertaken or committed by Group or any contractors hired or engaged by the Group in connection with performance of Group's obligations under this Agreement. Group also agrees to defend, indemnify, and hold harmless Hotel from any liability resulting from any claim, action or cause of action, which may be asserted by third parties arising out of the performance of Group's obligations pursuant to this Agreement, except those actions which are due to the misconduct or negligence of Hotel.

INSURANCE

Group and Hotel are required to insure their obligations set forth in the section entitled "Indemnification and Hold Harmless" above, and to provide evidence of such insurance upon request. For any activity introduced onto the premises by an outside contractor hired by Group, Group will be fully responsible for the actions of such outside contractor. Upon request, Group will provide a certificate of insurance covering the actions of such outside contractor, naming the Hotel and Hyatt Corporation as additional insureds with regard to the activities of such outside contractor.

PERMITS/LICENSES

In the event that the Group's function requires a permit or license from any governing body, local, state or federal, the Group is solely responsible for obtaining such license or permit at Group's expense.

EVENT ROOM

The Hotel reserves the right to assign another room for the Customer's functions in the event the room originally designated for such function shall be unavailable or inappropriate, in the Hotel's sole opinion.

CHANGES; NOTICE

Any changes to these terms must be made in writing and signed by both parties to be effective. Any modifications, additions or corrective lining out made on this Agreement will not be binding unless such modifications have been signed or initialed by both parties. Any notice hereunder shall be given to the individuals listed on the first page of this Agreement at the addresses set forth herein. Notice must be given through certified or registered mail, return receipt requested, overnight delivery, with a signature signifying receipt, or by facsimile in order to be effective under this agreement and shall be deemed delivered upon receipt.

DAMAGES

Neither party shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, even if such party has knowledge of the possibility of such damages.



PRIVACY OF PERSONAL INFORMATION

Hotel complies with the Global Privacy Policy for Guests which is available at <http://privacy.hyatt.com> (the "Privacy Policy"). If applicable, Group agrees to inform guests or event attendees at the hotel ("Guests") where they may access the Privacy Policy. Group affirms that it (and its agent of record, if applicable) is authorized to provide, request, and receive information pertaining to Guests as is necessary pursuant to the Guests' hotel stay, event attendance or under this Agreement. Further, Hotel will protect and use personal data about Guests that Hotel receives in connection with its performance of this Agreement and as set forth in the Privacy Policy.


BINDING AGREEMENT

This Agreement constitutes the full agreed to terms by both parties. Any changes to these terms must be made in writing and signed by both parties to be effective. All prior agreements, verbal or written, are no longer effective once this Agreement is signed by the parties.

Date: 6-1-23

Signature: 
Jesse Mettill
Fayette County Public Schools 

Date: _____

 Signature: _____
Todd Garvin
Hyatt Regency Lexington

Date: _____

Signature: _____
Lauren Fettingner
Hyatt Regency Lexington