

OK AS TO FOR...
A.M.H. 8.22.2023



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: Elisabeth Read
Street Address: 3332 Newburg Road
City, State, Postal Code: Louisville, KY 40218
Phone Number: (502) 751-9490
E-mail Address: elisabeth.read@jefferson.kyschools.us

NAME OF EVENT: JCPS Principal's Meeting Sep2023
REFERENCE #: M-QT1PMT7
OFFICIAL PROGRAM DATES: Thursday, September 7, 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
9/7/2023	Thur	7:00 AM	5:00 PM	Meeting	Rounds of 10	60	\$500	Commonwealth A
9/7/2023	Thur	7:00 AM	5:00 PM	Meeting	Rounds of 10	60	\$500	Commonwealth B
9/7/2023	Thur	7:00 AM	5:00 PM	Meeting	Rounds of 10	60	\$500	Commonwealth C
9/7/2023	Thur	7:00 AM	5:00 PM	Meeting	Rounds of 10	60	\$500	Commonwealth D
9/7/2023	Thur	7:00 AM	5:00 PM	Meeting	Rounds of 10	60	\$500	Steamboat
9/7/2023	Thur	7:00 AM	5:00 PM	Meeting	Rounds of 10	60	\$500	Cardinal
9/7/2023	Thur	7:00 AM	5:00 PM	Meeting	Rounds of 10	60	\$500	Colonel AB

Food & Beverage Tentative Requirements:
11:30 PM - 12:30 PM Lunch TBD

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 \$500, exclusive of service charge and tax.

FACILITY FEES

Based on Jefferson County Public Schools' requirements, Hotel's function space rental fees will be \$3,500, 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.

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 \$3,500 (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, August 4, 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: _____

Estimated Payment for JCPS Principals Sep7

BANQUETS

Item	Description	Quantity	Unit Cost	Subtotal
1	Commonwealth A	1	\$ 500.00	\$ 500.00
2	Commonwealth B	1	\$ 500.00	\$ 500.00
3	Commonwealth C	1	\$ 500.00	\$ 500.00
4	Commonwealth D	1	\$ 500.00	\$ 500.00
5	Steamboat	1	\$ 500.00	\$ 500.00
6	Cardinal	1	\$ 500.00	\$ 500.00
7	Colonel AB	1	\$ 500.00	\$ 500.00
8	Setup Fee	1	\$ 500.00	\$ 500.00
Item Total				\$ 4,000.00
24% Service Charge				\$ 960.00
Subtotal				\$ 4,960.00
6% Sales Tax Exempt				\$ -
TOTAL				\$ 4,960.00

CREATED FOR
A.M.H. 8.22.2023



Quote 3420-4411

Louisville Marriott East
1903 Embassy Square Blvd
Louisville, KY 40299
Tel: 502-318-1704

Jefferson County Public Schools

Elisabeth Read
900 S Floyd St
Louisville, KY 40203
elisabeth.read@jefferson.kyschools.us
Tel:

JCPS Principal's Meeting 2 - September

Show Date(s): 09/07/2023 - 09/07/2023
Show Location: Louisville Marriott East
Conveyance Method: Pickup
Billing Method: Master
Currency: USD

Services	Gross	Discount	Discount %	Ext. Price
Equipment Rental	\$4,944.00	\$1,641.38	33.20%	\$3,302.62
Setup Charges	\$800.00			\$800.00
HSIA - Wi-Fi Services	\$110.00			\$110.00
Service Charge	\$784.97			\$784.97
Subtotal	\$6,638.97	\$1,641.38	24.72%	\$4,997.59
Sales Tax				\$0.00
Total Estimate				\$4,997.59

*Service Charges are NOT gratuities and are not paid in whole or in part to employees of Encore or employees of any other party.

Job#	Room Name	Job Dates		
8628	Commonwealth A	09/07/2023 12:00AM - 09/07/2023 11:59PM		
Post As	Billing Reference			
Qty	Gross	Discount	Discount %	Ext. Price
Equipment Rental	\$692.00	\$229.74	33.20 %	\$462.26
1 Meeting Room Projector Pkg	\$627.00	\$208.16	33.19%	\$418.84
1 Desktop LCD Proj 2000-4500 Lumen				
1 Safelock Cover				
1 Designer King 8' Tripod				
1 Safelock Stand 17"x25" Shelf				
1 Small Video Cable Lot				
1 Stereo Mini to XLR Audio Interface				\$43.42
Service Charge				\$106.33

Job#	Room Name	Job Dates		
8629	Commonwealth B	09/07/2023 12:00AM - 09/07/2023 11:59PM		
Post As	Billing Reference			
Qty	Gross	Discount	Discount %	Ext. Price
Equipment Rental	\$692.00	\$229.74	33.20 %	\$462.26
1 Meeting Room Projector Pkg	\$627.00	\$208.16	33.19%	\$418.84
1 Desktop LCD Proj 2000-4500 Lumen				
1 Safelock Cover				
1 Designer King 8' Tripod				
1 Safelock Stand 17"x25" Shelf				
1 Small Video Cable Lot				
1 Stereo Mini to XLR Audio Interface				\$43.42
Service Charge				\$106.33

Job#	Room Name	Job Dates					
8630	Labor	09/07/2023 12:00AM - 09/07/2023 11:59PM					
Post As	Billing Reference						
Qty	Rate	OT Rate	DT Rate	Reg Hrs	OT Hrs	DT Hrs	Ext. Price
Setup Charges							\$800.00
Thursday, September 7, 2023							
2 Set/Strike Labor	\$100.00	\$150.00	\$200.00	4.00			\$800.00
Service Charge							\$0.00

Job#	Room Name	Job Dates			
8631	Meeting Space	09/07/2023 12:00AM - 09/07/2023 11:59PM			
Post As		Billing Reference			
Qty		Gross	Discount	Discount %	Ext. Price
HSIA - Wi-Fi Services		\$110.00			\$110.00
10	Simple Wi-Fi - Up to 3Mbps (51-100/User)				\$110.00
Service Charge					\$25.30

Job#	Room Name	Job Dates			
8670	Bluegrass A/B	09/07/2023 12:00AM - 09/07/2023 11:59PM			
Post As		Billing Reference			
Qty		Gross	Discount	Discount %	Ext. Price
Equipment Rental		\$692.00	\$229.74	33.20 %	\$462.26
1	Meeting Room Projector Pkg	\$627.00	\$208.16	33.19%	\$418.84
	1 Desktop LCD Proj 2000-4500 Lumen				
	1 Safelock Cover				
	1 Designer King 8' Tripod				
	1 Safelock Stand 17"x25" Shelf				
	1 Small Video Cable Lot				
1	Stereo Mini to XLR Audio Interface				\$43.42
Service Charge					\$106.33

Job#	Room Name	Job Dates			
8671	Bluegrass C	09/07/2023 12:00AM - 09/07/2023 11:59PM			
Post As		Billing Reference			
Qty		Gross	Discount	Discount %	Ext. Price
Equipment Rental		\$692.00	\$229.74	33.20 %	\$462.26
1	Meeting Room Projector Pkg	\$627.00	\$208.16	33.19%	\$418.84
	1 Desktop LCD Proj 2000-4500 Lumen				
	1 Safelock Cover				
	1 Designer King 8' Tripod				
	1 Safelock Stand 17"x25" Shelf				
	1 Small Video Cable Lot				
1	Stereo Mini to XLR Audio Interface				\$43.42
Service Charge					\$106.33

Job#	Room Name	Job Dates		
8673	Steamboat	09/07/2023 12:00AM - 09/07/2023 11:59PM		
Post As	Billing Reference			
Qty	Gross	Discount	Discount %	Ext. Price
Equipment Rental	\$792.00	\$262.94	33.20 %	\$529.06
1 Meeting Room Projector Pkg	\$627.00	\$208.16	33.19%	\$418.84
1 Desktop LCD Proj 2000-4500 Lumen				
1 Safelock Cover				
1 Designer King 8' Tripod				
1 Safelock Stand 17"x25" Shelf				
1 Small Video Cable Lot				
1 Stereo Mini to XLR Audio Interface				\$43.42
1 K10 2 Way Powered Speaker				\$66.80
Service Charge				\$121.69

Job#	Room Name	Job Dates		
8682	Commonwealth D	09/07/2023 12:00AM - 09/07/2023 11:59PM		
Post As	Billing Reference			
Qty	Gross	Discount	Discount %	Ext. Price
Equipment Rental	\$692.00	\$229.74	33.20 %	\$462.26
1 Meeting Room Projector Pkg	\$627.00	\$208.16	33.19%	\$418.84
1 Desktop LCD Proj 2000-4500 Lumen				
1 Safelock Cover				
1 Designer King 8' Tripod				
1 Safelock Stand 17"x25" Shelf				
1 Small Video Cable Lot				
1 Stereo Mini to XLR Audio Interface				\$43.42
Service Charge				\$106.33

Job#	Room Name	Job Dates		
8683	Commonwealth C	09/07/2023 12:00AM - 09/07/2023 11:59PM		
Post As	Billing Reference			
Qty	Gross	Discount	Discount %	Ext. Price
Equipment Rental	\$692.00	\$229.74	33.20 %	\$462.26
1 Meeting Room Projector Pkg	\$627.00	\$208.16	33.19%	\$418.84
1 Desktop LCD Proj 2000-4500 Lumen				
1 Safelock Cover				
1 Designer King 8' Tripod				
1 Safelock Stand 17"x25" Shelf				
1 Small Video Cable Lot				
1 Stereo Mini to XLR Audio Interface				\$43.42
Service Charge				\$106.33

Subtotal For Event	\$6,638.97	\$1,641.38	24.72%	\$4,997.59
Sales Tax				\$0.00
Total Estimate				\$4,997.59

***Service Charges are NOT gratuities and are not paid in whole or in part to employees of Encore or employees of any other party.**

GENERAL TERMS AND CONDITIONS

1. ACCEPTANCE. This Event Quote will be valid for a period of thirty (30) days from the date of the Event Quote or until December 31 of the calendar year in which the Event Quote was issued, whichever is earlier ("Acceptance Period"). These General Terms and Conditions ("Terms") govern the provision of equipment, labor, and services to be provided by Encore Group (USA) LLC ("Encore") to the customer ("Customer") for the event ("Event") at the venue ("Venue"), each as specified in the Event Quote (or similar ordering document) to which these Terms are attached, and form an integral part of such Event Quote or similar ordering document. In the event that this Event Quote is not accepted, signed and returned to Encore within the Acceptance Period, it will be void. All prices are subject to change without notice following the Acceptance Period. Encore agrees to provide and Customer agrees to pay for, the charges for equipment, labor, and services specified in the Event Quote. The Event Quote and these Terms may be collectively referred to as the "Agreement."

2. ESTIMATE. Encore developed this Event Quote based upon information provided by the Customer. This Event Quote is only an estimate of equipment and services Encore will provide in connection with the Event. Therefore, any estimate provided to Customer in connection with the expected service hours, labor hours and/or number of days the Equipment is rented is solely an estimate. If the actual hours, actual quantities of Equipment rented hereunder or actual days the Equipment is rented is greater than the amount indicated in any proposal or quote, Customer will be charged for those overages at Encore's standard rates, less any applicable discounts. In the case where Customer requests and Encore provides, equipment, services, or labor in connection with the Event that is in excess of what is specified in the Event Quote, the parties will execute updated/amended forms or change orders as needed to indicate approval of these additional terms. Customer will be charged and pay for all such additional equipment, services, or labor (including rental fees and freight) at Encore's prevailing standard rates, whether or not any additional forms are executed. Unless otherwise itemized on the Event Quote, all pricing excludes sales tax, freight, shipping/handling, and electrical charges (if applicable to the Event), which will be charged to, and payable by, Customer upon final invoice. Sales tax-exempt entities must submit sales tax exemption certificates prior to the commencement of the Event. If Customer does not send tax exemption certificates to Encore prior to commencement of the Event, sales tax will be charged to, and payable by, the Customer, and will be included in the final invoice.

3. LABOR RATES. Hourly labor rates, minimum calls, overtime labor rates, daily labor rates, and per diems apply, and Encore bases them upon prevailing rates and practices at the Venue and of the Encore business division providing the equipment and services. Encore developed labor estimates based on information provided by the Customer. All labor calls are subject to a minimum charge period based on the Venue rules, Encore servicing division policies, and union rules, as they may apply. In the event that a labor resource works more hours than priced in the Event Quote, Encore will bill the Customer and will pay for the appropriate prevailing or premium rate for the additional hours worked.

4. EVENT TECHNOLOGY SUPPORT. If Event Technology Support (ETS) is listed on your Event Quote, then this Section 4 shall apply. ETS covers additional support elements for the Event including, but not limited to, daily gear preparation, equipment testing, and related consumable items necessary for the Event. ETS charges are not gratuities and are NOT paid in whole or in part to Encore (or other) employees in connection with the Event, and amounts comprising ETS are not otherwise shared with Encore (or other) employees.

5. SERVICE CHARGES. If Service Charges are listed on your Event Quote, then this Section 5 shall apply. The Venue or Encore may bill service charges in association with an Event. Service charges are NOT gratuities that are paid in whole or in part to Encore or other employees in connection with the Event.

6. ADMINISTRATION FEES. If Administration Fees are listed on your Event Quote, then this Section 6 shall apply. Administration Fees are billed in association with all Events and cover general, administrative and overhead expenses incurred in connection with the equipment and services provided by Encore and its operations. These fees are not gratuities and are not received by Encore employees.

7. LOSS DAMAGE WAIVER (LDW). If LDW is quoted in the Event Quote and is accepted by Customer, then Encore will waive charges for loss or damage to Encore-owned equipment provided that: (1) if any loss or damage occurs, Customer agrees it will be required to participate in any investigation by Encore, facility security, insurers, or other authorities; and (2) if Encore determines that the loss or damage was intentionally caused by Customer or its representatives, the LDW will not apply and Customer will be fully responsible for all such loss or damage.

8. EQUIPMENT RATES. This Section 8 does not apply to a fully virtual event. Unless otherwise noted, Encore bases all rates upon per-room, per-day calculations with the minimum rental period being one calendar day. A day rental period consists of all or any portion of each 24-hour period starting at 12:00 AM to 11:59 PM. Customer agrees to pay the rental fees described in the Event Quote for the stipulated period. Any equipment that is used or retained by Customer for a longer period will be subject to Encore's prevailing rates until Customer returns the equipment.

9. EQUIPMENT HANDLING. This Section 9 does not apply to a fully virtual event. Encore personnel must handle all equipment. Customer may not move, store, or service the equipment or any other party. Customer may not operate the equipment unless authorized in writing by Encore. Customer will incur additional charges if Customer violates this requirement. Customer permits Encore free access to the equipment at any time before, during, or after the Event for purposes of set/strike, maintenance, and routine checks. Encore retains all title and rights in and to the equipment and all related accessories.

10. DAMAGE & SECURITY. This Section 10 does not apply to a fully virtual event. Customer agrees that, prior to the beginning of the event, it shall have the right to review and inspect the equipment with Encore personnel to confirm it is in good operating condition. Customer shall immediately notify Encore if any equipment is defective or not in good operating condition. Customer's failure to review or inspect the equipment prior to the start of the event or notify Encore if the equipment is defective or not in good operating condition shall be deemed an acknowledgment that the equipment is in good operating condition. Customer will be responsible for all equipment that is damaged, lost, or stolen (whether by use, misuse, accident, or neglect), unless caused by Encore's negligence. In addition to amounts due to Encore in connection with the Event Quote, Customer agrees to pay Encore, upon demand, all amounts incurred by Encore on account of lost, damaged and stolen equipment, based upon repair costs for repairable equipment or full replacement cost for lost or irreparable equipment. In addition, Customer will be responsible for rental fees while an Encore-authorized company repairs or replaces equipment as required. If Customer requires security or Encore deems security necessary during an event, Customer will be responsible for all costs in connection with the provision of security.

11. EQUIPMENT FAILURE. Encore maintains and services its equipment in accordance with the manufacturer's specifications and standard industry practice. However, Encore does not warrant or guarantee that the equipment or services Encore provides will be free of defect, malfunction, or operator error. If the equipment malfunctions or does not operate properly during the Event for any reason, Customer agrees to immediately notify an Encore representative. Encore will attempt to remedy the problem as soon as possible so that no problems interrupt the Event. Customer agrees and acknowledges that Encore assumes no responsibility or liability for any loss, cost, damage, or injury to persons or

property in connection with the Event because of inoperable equipment or other service issues.

12. PAYMENT. (a) **Master Account** Following the Event, Encore may issue Customer an "Event Order" which summarizes all actual charges. If the Venue requires Customer to establish a "Master Account" with the Venue, the Venue will be Encore's agent for payment. Encore will invoice the Venue, and the Venue will invoice Customer. Customer will pay the Venue. Customer must notify Encore prior to the Event if Customer did not secure a Master Account with the Venue in order to confirm direct billing arrangements. Upon conclusion of the Event, if Customer has established a Master Account, then Customer will make full and final payment to Encore through such Master Account with the Venue in accordance with the Venue's payment terms; (b) **Direct Bill** – If the Venue is not invoicing Customer through a Master Account with the Venue, Customer will be direct billed for all equipment rental, labor, or services provided by Encore, and must establish credit with Encore by completing a credit application at least 30 days prior to the first day of the Event or at signing of the Event Quote if that date is within 30 days of the Event start date. Based on the results of the credit application, Encore may require Customer to make a deposit payment of up to the full amount at least 30 days prior to the first day of the Event, or at signing of the Event Quote if such date is within 30 days of the first day of the Event. Encore will credit the deposit received to the final invoice for the Event. Encore requires Customer to make full and final payment to Encore within the terms determined by Encore from Customer's credit application; and (c) **Late Payment** – If Customer fails to make payment by the specified payment date outstanding balances will be subject to late payment charges in an amount equal to one percent (1%) per month or a lesser amount as required by law.

13. CREDIT CARDS. Encore accepts credit cards (Visa, Master Card, American Express, or Discover) as payment for invoices in certain situations, such as COD orders and orders under \$50,000. For non-COD orders and orders over \$50,000, Customer will pay by ACH or by check as directed by Encore. There may be circumstances in which Customer may pay orders over \$50,000, but Encore must approve such payment arrangements in writing in advance.

14. CREDIT CHECK. Encore reserves the right to run a credit check on Customer before this Agreement is signed and at any time after the Agreement is signed, so long as this Agreement is in effect or Customer has outstanding funds due to Encore. Should Encore determine that Customer's credit history is such that Encore must modify the payment terms included above, Customer agrees to work with Encore reasonably and in good faith to update the payment terms. Customer specifically authorizes Encore to prepare and file without Customer's signature any Uniform Commercial Code ("UCC") financing statement amendments to Customer's existing UCC financing statements and any other filings or recordings in all jurisdictions where Encore determines necessary or desirable, and authorizes Encore to describe the collateral in such filings in any manner as Encore determines appropriate. If Customer fails to make payment by the specified payment date, outstanding balances will be subject to late payment charges in an amount equal to one percent (1%) per month or a lesser amount as required by law.

15. EVENT CANCELLATION. If Customer cancels the Event or the provision of audiovisual equipment, labor, or services by Encore 30 days or more before the first day of the Event, no cancellation charges will apply, except for any expenses actually incurred or services actually rendered by Encore, which will be payable by Customer. Cancellations received 29 to 15 days before the first day of the Event will be subject to a cancellation charge equal to 50% of the charges contained in the Event Quote. Cancellations received 14 to 3 days before the first day of the Event will be subject to a cancellation charge of 75% of the charges contained in the Event Quote. Cancellations received less than 3 days (72 hours) before the first day of the Event or the start of load-in, whichever is earlier, or after equipment has departed from its storage facility, will be subject to a cancellation charge equal to 100% of the total charges set out in the Event Quote. Customer agrees and acknowledges that the cancellation charges described in this paragraph are reasonable and appropriate under the circumstances if Customer cancels the Event or cancels the provision of audiovisual equipment, labor, or services by Encore, and that such charges are not a penalty. Cancellation fees, including fees to cover any incurred Encore costs, will be due immediately upon any such cancellation by Customer. ALL CANCELLATION NOTICES MUST BE IN WRITING AND RECEIVED BY ENCORE'S ONSITE REPRESENTATIVES BEFORE BECOMING EFFECTIVE. IF ANY CUSTOM SETS, GOBOS, OR OTHER CUSTOM MATERIALS HAVE BEEN ORDERED FOR AN EVENT, AN ADDITIONAL CANCELLATION FEE WILL BE APPLICABLE AND DUE TO ENCORE REGARDLESS OF THE DATE OF CANCELLATION IN AN AMOUNT EQUAL TO THE DIRECT AND INDIRECT COSTS INCURRED BY ENCORE OR ITS AFFILIATES IN SECURING OR CONSTRUCTING SUCH CUSTOM MATERIALS PLUS A 15% RESTOCKING FEE.

16. CHANGES TO EVENT QUOTE. Customer may request changes to equipment, labor, or services specified in the Event Quote, and the cancellation charges in Section 15 will not apply if Customer signs a revised Event Quote within 24 hours of the first day of the Event and provided that the total charges in the revised Event Quote are not less than ninety percent (90%) of the charges in the original Event Quote. Encore will use commercially reasonable efforts to accommodate all such Customer requests but will not be liable to Customer for any failure to do so.

17. INDEMNIFICATION. Customer and Encore each hereby forever agree to indemnify, defend, and hold harmless the other for any and all third party claims, losses, costs (including reasonable attorneys' fees and costs), damages, or injury to property and persons (including death) as a result of the negligent acts, errors, or omissions of the indemnifying party and its respective employees, agents, representatives, and contractors. Customer also agrees to indemnify, defend, and hold harmless Encore against all claims for copyright, patent, or other intellectual property infringement including claims for licenses and royalties, as a result of Encore's use of any and all Customer-provided materials such as images, recordings, transmissions, videos, software, hardware, or any other form of intellectual property, etc., in connection with the Event.

18. LIMITATION OF LIABILITY. Under no circumstances will either party be liable to each other for any indirect, exemplary, reliance, special, or consequential damages (including, but not limited to, loss of revenues or profits, interest, use, or other consequential economic loss) howsoever caused, whether arising in contract, tort, or otherwise, and even if such damages are foreseeable to such party or such party has been advised of the possibility of such damages. EACH PARTY'S TOTAL LIABILITY IN THE AGGREGATE FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH AN EVENT QUOTATION AND THE EVENT ITSELF WITH RESPECT TO ANY EXPENSE, DAMAGE, LOSS, INJURY, OR LIABILITY OF ANY KIND (INCLUDING INDEMNIFICATION OBLIGATIONS) WILL BE LIMITED TO AND WILL NOT EXCEED AN AMOUNT THAT IS EQUIVALENT TO THE CHARGES TO BE PAID BY CUSTOMER IN RESPECT OF THE APPLICABLE EVENT.

19. COOPERATION IN INVESTIGATIONS. Encore and Customer each agree to promptly notify the other of any incidents, physical injuries, property damage, claims, demands, losses, causes of action, general damages, and expenses that may arise during Encore's performance of the services for Customer. Encore and Customer further agree to work together on the investigation of any such matters unless its own legal counsel, any law enforcement, or any other authority otherwise instructs either party.

20. INTELLECTUAL PROPERTY. Customer allows Encore to use the trademarks, trade names, service marks, and other intellectual property provided by Customer to Encore for the purposes of carrying out Encore's duties under this Event Quote and as otherwise requested by Customer. By signing this Agreement, Customer agrees that it has full authority to use the trademarks, trade names, service marks, and other intellectual property given to Encore for use in connection with the Encore Services under this Agreement. Further, Customer permits Encore to include photos, renderings of set designs and other elements of Customer's event(s) as Encore may reasonably require in showing current or prospective customers examples of Encore's work.

21. NO OTHER WARRANTY. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, THE EQUIPMENT, LABOR, AND SERVICES ARE PROVIDED BY ENCORE ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND ENCORE DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR

IMPLIED.

22. FORCE MAJEURE. The parties' performance under this Agreement is subject to governmental actions, applicable law, ordinances, or regulations; acts of God, hurricanes, earthquakes, other adverse weather conditions; war or terrorism; strikes or other labor disputes; third party failures; or any other emergency of comparable nature beyond the parties' control; in each instance making it impossible, illegal or impracticable to perform its obligations under this Agreement ("Force Majeure Event"). In the event of the occurrence of a Force Majeure Event, the parties agree that, if possible, the Event that is the subject of this Agreement will be rescheduled at the first available opportunity suitable for each party; if the parties are unable to reschedule, this Agreement may be terminated upon reasonable written notice without a cancellation charge as set forth herein, provided that in the event of any cancellation or postponement of the Event or termination of this Agreement due to a Force Majeure Event, Encore will return to Customer any and all prepayments and deposits made by Customer, less reimbursement for any work performed and expenses incurred by Encore up through the date of cancellation, postponement or termination (or Customer shall, within fourteen days of invoice, pay Encore for all such expenses incurred and work performed if no deposit or prepayment has been made).

23. INTERNET/NETWORK EQUIPMENT AND SERVICES. In the event this Agreement includes internet/network equipment and/or services, Customer understands and agrees as follows: (a) Every device connected to the venue's internet/network must have purchased connectivity and/or bandwidth from Encore; (b) No customer provided servers, routers, managed switches or security appliances are allowed without prior written approval from Encore; (c) Network appliances have the potential to adversely affect more than the subnet to which they are connected. Accordingly, Encore reserves the right to disconnect any equipment that, in Encore's sole discretion, is found to be causing overall network problems without any refunds for services that have been disconnected; (d) Customer agrees not to share, resell, extend, bridge or otherwise misuse Encore's connections and/or services. Encore, in its sole discretion, reserves the right to disconnect any Customer found to have violated this Agreement or usage equipment without any refunds for services that have been disconnected; (e) Specific service location is defined as the area in the booth, room, meeting space, or other area designated by the Customer. Service extended beyond rooms, air walls, doorways, walkways or an extended distance from the originally agreed upon drop point will incur an additional fee; (f) Encore is not responsible for any cable and/or equipment provided by Customer or any third party; (g) The network may only be used for lawful purposes and in accordance with these terms and conditions. Transmission of any materials in violation of any local, state, federal or international laws or regulations is strictly prohibited. This includes, but is not limited to, copyrighted materials, materials judged to be threatening or obscene, or materials protected by trade secret or confidentiality obligations; (h) WIRELESS (802.11) DECLARATION. Wireless internet service is inherently vulnerable to interference from other devices that transmit similar radio frequency signals or that operate within the same frequency spectrum. Encore cannot guarantee that interference will not occur. Encore does not recommend wireless service for mission critical services such as product presentations or demonstrations. For demonstrations or to present products and other mission critical activity via the internet, Encore highly recommends Customer purchases hardwired services. If you are unsure which product best suits your needs, please contact Encore's on-site representative. Customer provided access points are prohibited for use within the Event facility without Encore's advance written approval. Approvals may incur a site survey or engineering fee.

24. VIRTUAL/HYBRID MEETINGS AND SERVICES. In the event this Agreement includes virtual and/or hybrid meetings and related services, the Customer understands and agrees as follows: (a) Network appliances have the potential to adversely affect more than the subnet to which they are connected. Accordingly, Encore reserves the right to disconnect any equipment that, in Encore's sole discretion, is found to be causing overall network problems without any refunds for services that have been disconnected; (b) Customer agrees not to share, resell, extend, bridge or otherwise misuse Encore's equipment, platforms, applications, connections and/or services. Encore, in its sole discretion, reserves the right to disconnect any Customer or attendee found to have violated this Agreement or usage restrictions without any refunds for services that have been disconnected; (c) Encore is not responsible for any Event interruptions or transmission failures due to (i) the operation or failure of any cable, equipment, or software/conferencing platform provided by Customer, a presenter, or any third party, or (ii) a power surge, interruption, or failure at the location of any attendee or presenter; (d) The virtual and/or hybrid meeting platforms, applications, and services may only be used for lawful purposes and in accordance with these terms and conditions. Transmission of any materials in violation of any local, state, federal or international laws or regulations is strictly prohibited. This may include, but is not limited to, copyrighted materials, materials judged to be threatening or obscene, trade secrets, or materials protected by trade secret or confidentiality obligations; (e) Internet speed and functionality at the Customer's, presenter's or attendee's location can greatly impact the quality of the Event, and accordingly, Encore is not responsible for any Event interruptions or transmission failures due to internet speeds, latency, connections, or failures at the Customer's remote location, or at the remote location of any presenter or attendee, or at any location where Encore does not manage the internet services.

25. CUSTOMER MATERIAL HANDLING. Unless this Agreement expressly includes or otherwise necessitates Encore's handling of Customer's materials in connection with the provision of services, Customer shall not ask Encore to handle or assist in handling Customer's materials and Encore assumes no responsibility for loss, damage, theft or disappearance for any such materials. In the event Encore handles Customer's materials as part of this Agreement, Encore's maximum liability for loss or damage to such materials and Customer's sole and exclusive remedy is limited to \$.50 (USD) per pound per article with a maximum liability of \$100.00 (USD) per item, or \$1,500.00 (USD) per shipment, whichever is less. All shipment weights are subject to correction and final charges determined by the actual or re-weighed weight of the shipment.

26. GOVERNING LAW. This Agreement shall be governed and interpreted in accordance with the laws of the state where the Event is located, without regard to principals of conflicts of laws. If the Event is a virtual event (or a hybrid in-person/virtual event) and the majority of the Event attendees are located in two or more states, this Agreement shall be governed by and construed and enforced in accordance with the substantive laws of the State of Illinois without regard to principles of conflicts of laws.

27. MISCELLANEOUS. This Agreement (as may be subsequently amended or supplemented as mutually-agreed) are the entire agreement between the parties and supersede any prior agreements, amendments, purchase orders, written communications of any kind, or other terms previously entered into by the parties for the same services, and may only be modified by written agreement signed between the parties. For the avoidance of doubt, handwritten changes to these Terms or an Event Quote are expressly rejected unless signed or initialed by both parties. The terms of any purchase order or other document issued by Customer will not bind Encore unless otherwise expressly agreed to by Encore in a signed writing. Customer agrees that the Agreement and related documents may be digitally scanned and transmitted to Customer following signing by Customer, and that on acceptance by Encore of such signed Event Quote in digital, facsimile, or other form, such signed Event Quote in Encore's possession will be deemed for all purposes to be an executed original. In the event any provision of this Agreement is unenforceable or inoperative as a matter of law, the remaining provisions shall remain in full force and effect and be construed as though such unenforceable or inoperative provisions had never been a part of this Agreement. All provisions of this Agreement related to indemnification, disclaimers and limitations on liability and all other obligations of the Parties that arise in connection with Encore's provisions of Equipment and/or Services survive the termination of this Agreement.

28. ADDITIONAL TERMS AND CONDITIONS. From time to time, Encore may also include additional Event-specific terms in an updated Event Quote. When Customer requests additional services, Customer understands and agrees to any additional provisions contained within the updated Event Quote.

Prepared For: Jefferson County Public Schools
Quote No: 3420-4411
Total Estimate: \$4,997.59

Approved By: _____

Printed On: 08/16/2023 11:42 AM

Prepared By: Justin North

Prepared For: Jefferson County Public Schools (Elisabeth Read)

I acknowledge that I have been offered and refused to purchase Loss Damage Waiver (LDW). I understand that I will be held fully liable for any damage and/or loss to the above listed rented equipment.

Signed Acceptance must be received prior to delivery of equipment to Customer/show site.

Signature as Acceptance of the Proposal and Terms

Date of Acceptance

Estimated Payment for JCPS Principals Sep7

BANQUETS

Item	Description	Quantity	Unit Cost	Subtotal
1	Commonwealth A	1	\$ 500.00	\$ 500.00
2	Commonwealth B	1	\$ 500.00	\$ 500.00
3	Commonwealth C	1	\$ 500.00	\$ 500.00
4	Commonwealth D	1	\$ 500.00	\$ 500.00
5	Steamboat	1	\$ 500.00	\$ 500.00
6	Cardinal	1	\$ 500.00	\$ 500.00
7	Colonel AB	1	\$ 500.00	\$ 500.00
8	Setup Fee	1	\$ 500.00	\$ 500.00
				<hr/>
				Item Total \$ 4,000.00
				24% Service Charge \$ 960.00
				Subtotal \$ 4,960.00
				6% Sales Tax Exempt \$ -
				<hr/>
				TOTAL \$ 4,960.00

Estimated Payment for JCPS Sep7

LUNCH

Item	Description	Quantity	Unit Cost	Subtotal
1	Custom JCPS Southern Comfort Buffet	250	\$ 29.00	\$ 7,250.00

*House Salad with Ranch
BBQ Pulled Pork
Fried Chicken
Baked Beans
Assorted Cookies/Brownies
Assorted Sodas/Water*

Item Total	\$ 7,250.00
24% Service Charge	\$ 1,740.00
Subtotal	\$ 8,990.00
6% Sales Tax Exempt	
TOTAL	\$ 8,990.00



Louisville Marriott East
1903 Embassy Square Blvd.
Louisville, KY. 40299