



QUICK CONFIRMATION AGREEMENT SEELBACH HILTON 500 Fourth Street | Louisville, KY 40202

This **Quick Confirmation Agreement** ("Agreement") is by and between Oldham County High School ("Group" or "you" or "your(s)") and **RB Seelbach Building LLC** ("Owner"), d/b/a **The Seelbach Hilton** (the "Hotel" or "we" or "us" or "our").

Especially Prepared for:		Event & Hotel Information:	
Group Contact:	Natalie Brown	Name of "Event":	OldhamCounty High School Junior Prom 2024
Title:	Principal	Date(s) of Event:	March 23, 2024-March 23, 2024
Company Name:	Oldham County High School	Post to Reader Board As:	
Address:	P.O. Box 187	Hotel Contact:	Heather Roney
City, State, Zip:	Buckner, KY 40010	Title:	Director of Catering Sales
Phone:	(502) 222-9461	Phone:	(502) 585-9208
Email:	natalie.brown@oldham.kyschools.us	Email:	hroney@seelbachhilton.com

SCHEDULE OF EVENTS AND FUNCTION SPACE CHARGES:

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
March 23, 2024	5:00 PM	11:59 PM	Registration	Medallion BR Foyer	Registration	500	Waived
March 23, 2024	5:00 PM	11:59 PM	Junior Prom	Medallion Ballroom	Reception	500	\$4,000

Summary of Revenue Anticipated by Hotel from this Agreement: For your information and guidance, the following chart illustrates the total potential value of your Event. The Hotel has offered the negotiated sleeping room rates, meeting room inventory and other concessions in this Agreement based upon the total revenue contracted, as well as additional revenue from providing additional services to your Group and your attendees at additional charge. Any requests for additional sleeping rooms, meeting rooms, function space and/or Food and Beverage to be added after Agreement signing will be subject to availability, and agreed upon changes would be confirmed in a written amendment to this Agreement signed by both parties.

Summary of Revenue Anticipated by Hotel from this Agreement	
Total Anticipated Sleeping Room Revenue:	\$0
Total Anticipated Food and Beverage Revenue: <small>Total Anticipated Food and Beverage Revenue does not include gratuities, service charges, supplemental surcharges, applicable federal, state or local taxes or any other fees outside of food and beverage product sales.</small>	\$0
Total Anticipated Meeting Room Rental Fees: <small>Any discounts on Meeting Room Rental Fees are based on Group's achievement of performance requirements.</small>	\$ 4,000
Total Anticipated Revenue":	\$ 4,000

Taxes: In addition to the Total Anticipated Revenue for your Event as set forth herein, you agree to pay any and all applicable federal, state, municipal or other taxes, fees, or assessments imposed on or applicable to your Event. In the state in which Hotel is located, currently the hotel occupancy tax rate is 10.07%, TID assessment fee is 1.5% and sales tax rate is 6%. Total tax rate is 17.66%. We will honor any available tax exemptions for which you qualify, provided that you properly complete and timely provide all documentation required by the applicable jurisdiction to substantiate said exemption.

Parking: Hotel parking is available at the prevailing rates in a 1,000 car garage adjacent to the Hotel. Current Valet parking charges are \$32.00 for overnight guests on a 24 hour basis, with in/out privileges and \$22.00 flat fee for non-overnight guests on any day, at any time.

Current Garage charges for self-parking are \$26.00 for overnight guests on a 24 hour basis, with in/out privileges. Non-overnight guests who self-park will be charged according to the Garage hourly rate, with a daily maximum of \$18.00.

Event Planner Bonus Program: Event Planner is eligible to earn an Event Planner Bonus for a qualifying event. For this Event, Event Planner is eligible to earn one HHonors bonus point for every eligible dollar spent, up to a maximum award of 100,000 HHonors bonus points. Eligible revenue will include sleeping room, food and beverage, and meeting room rental revenue up to a maximum of \$100,000 of eligible revenue. Full details and rules regarding the Event Planner Bonus Program are available by visiting www.hilton.com.



Outside Food and Beverage: Due to applicable law, you may not bring alcoholic beverages into the Hotel for your Event. You must obtain our prior approval before you bring any food or non-alcoholic beverages from outside sources into our Hotel. Service fees will apply to any outside food or beverage served in our function space, regardless whether Hotel labor is required.

Conduct of Event: To the fullest extent permitted by law, you assume full responsibility for any damage done to our premises during your Event, but only to the extent such damage is caused by you, your employees, guests, agents, or contractors, including any damage done resulting from the installation, placement, and removal of your displays, equipment, exhibits, or other items. For purposes of clarity, Group shall not be responsible for damage to guest sleeping rooms or public spaces of the Hotel not occupied by Group; in those instances, Hotel shall seek payment for damage from the responsible guest(s). You also agree that your Event will not create any unreasonable disturbance to other guests or meetings, such as excessive noise, smoke or fog machines, dry ice, confetti cannons, candles, incense, or any activity that generates offensive smells. Hotel reserves the right to end your Event immediately if you do not comply with Hotel's request to reduce or eliminate any such disturbance, in which case you will remain responsible for payment of all charges related to your Event and no refunds will be issued by Hotel.

Cancellation Policy: Hotel has offered the favorable sleeping room rates and other concessions in this Agreement based upon the Total Anticipated Revenue for your Event, plus additional revenue that the Hotel anticipates we would receive from providing additional services to the Group and your attendees at additional charge. If this Agreement is cancelled by Group, the parties agree that the Hotel will have lost the revenue represented by this Agreement, and also the opportunity to offer your unused facilities to others either individually or as part of another block and we will incur additional costs in attempting to resell inventory that was already sold to you. The parties agree that since the exact amount of such damages will be difficult to determine, the liquidated damage clauses provided for in this Agreement are a reasonable effort by the parties to agree in advance on the damages that the Hotel will suffer due to a cancellation. Therefore, Group agrees that should Group cancel your Event for any reason other than due to a valid Impossibility occurrence, including changing your meeting site to another hotel, Group will pay as liquidated damages to the Hotel a percentage of the Total Anticipated Revenue for your Event, plus any applicable state and local taxes as required by law, as follows:

Date of Hotel's Receipt of Cancellation Notice	Percentage of Total Anticipated Revenue	Amount of Cancellation Damages
Cancellation between date of signing and 180 days out:	20% =	\$800
Cancellation between 180 day and 90 days out:	50 % =	\$2,000
Cancellation between 90 days and date of arrival :	100 % =	\$4,000

Total Anticipated Revenue for this Event is **\$4,000**

The parties agree that the sliding scale of damages above is intended to reflect that the closer in time to the date of your Event that a cancellation occurs, the less likely it is that Hotel will be able to replace any or all of your business with comparable business. Therefore, no analysis of resale or mitigation will be required and damages will be due as set forth below.

Payment of cancellation damages is due at the same time that you deliver your written notice of cancellation to the Hotel. We may consider your notice of cancellation to be invalid and thus may not release accommodations held until payment of the applicable cancellation damages is received; therefore delay in payment may result in higher cancellation damages owed.

Impossibility: If unanticipated events beyond the reasonable control of the parties (including, but not limited to: acts of God; declared war in the United States; government regulations in effect 60 days or less before the Event dates that would prevent the Event from taking place as contracted; terrorist attacks in the city in which Hotel is located; or curtailment of transportation either in the city in which Hotel is located or in the countries/states of origin of the attendees that prevents at least 40% of the attendees from arriving for the first peak night of the Event) any of which make it illegal or impossible to perform under this Agreement, the affected party may terminate this Agreement, without liability, upon providing written notice to the other party.

If the Event is terminated due to a valid Impossibility/force majeure occurrence, then Group agrees to negotiate promptly and in good faith with the Hotel in an effort to rebook the cancelled Event, based on space and rate availability at the Hotel, over mutually acceptable dates. If the parties agree on rebook dates, then Hotel will retain the advance deposits paid under the cancelled Event and apply the deposits toward the Master Account of the rebooked event. Advance deposits applied to a rebooked event may not be applied to cancellation or performance damages for the rebooked event and any unused credit will be retained by Hotel. If the parties cannot agree on mutually acceptable rebook dates, then Hotel agrees to refund all prepaid advance deposits, less all documented expenses incurred by Hotel in preparation for the cancelled Event (*i.e.*, food and beverage products purchased for the Event that cannot be used in other outlets at the Hotel, labor costs incurred by Hotel if staff schedules were posted and the Event is cancelled, etc.).

Indemnification: Each party shall indemnify, defend, and hold harmless the other party and its officers, directors, agents, employees, and owners from and against any and all demands, claims, damages to persons or property, losses, and liabilities, including reasonable attorneys' fees and expenses (collectively, "**Claims**"), to the extent arising out of or caused by the indemnifying party's negligence or willful misconduct in connection with the Event. This section shall be interpreted without prejudice to any defenses either party may have with respect to any Claim, including (without limitation) any statutory limitations of liability, including (without limitation) innkeepers' limitation of liability laws. The indemnification of Hotel under this section shall apply to the owner of the Hotel's premises, its management company and their respective affiliates.

Insurance: You agree to maintain insurance reasonably commensurate with all activities arising from or connected with your Event, including, but not limited to, general liability insurance, with limits not less than \$1,000,000 per occurrence, covering personal injury, property damage, and other liability arising from your Event. You further agree to add Hotel, Hotel's Owner, and Hilton Worldwide, Inc. as additional insureds under all applicable policies for your Event. Please check with the Hotel to confirm which parties must be named as additional insureds on your insurance certificate(s). With respect to any claims or other liability for which you are responsible, your insurance will apply as primary to any insurance maintained by the Hotel Indemnified Parties.

Hotel agrees to maintain general liability insurance with limits not less than \$1,000,000 per occurrence, covering liability for personal injury, property damage, liquor liability, and automobile liability, as well as Workers Compensation insurance per applicable laws and Employers Liability insurance.

Governing Law: The Agreement will be governed by and interpreted pursuant to the laws of the state in which Hotel is located, excluding any laws regarding the choice or conflict of laws.

Dispute Resolution: The parties will use their commercially reasonable efforts to informally and timely resolve any dispute concerning any matter related to this Agreement by presenting the dispute to senior representatives of Hotel and Group for their discussion and possible resolution in the order set forth herein; *provided, however*, a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, and/or infringement of intellectual property rights shall not be subject to this provision. All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If within a period of thirty (30) calendar days after submission of a disputed matter in accordance with this clause, the respective senior representatives are unable to agree upon a resolution of such dispute, then the dispute will be resolved by arbitration using one arbitrator before JAMS or the American Arbitration Association in the state and city in which Hotel is located, or the closest available location. The parties further agree that in any arbitration proceeding, they may conduct reasonable discovery pursuant to the arbitration rules, and any arbitration award will be enforceable in State or Federal court.

Collection/Attorney's Fees: The parties agree that the prevailing party in any arbitration or court proceeding arising out of or related to this Agreement will be entitled to recover an award of its reasonable attorney's fees and expert witness fees, costs and pre and post judgment interest at the highest available legal rate. The parties further agree that if Hotel must retain counsel or initiate arbitration or legal action to collect of any monies owed to Hotel by Group under this Agreement, whether or not an arbitration or court action is filed, Hotel will be entitled to recover its attorney's fees incurred in such efforts to collect.

Entire Agreement: This Agreement, together with the Standard Terms and Conditions (attached hereto and incorporated herein by reference), the above-referenced **Additional Terms and Conditions**, appendices, addenda and exhibits attached hereto (if any), upon signature by both parties below, constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by the parties. If this Agreement or any attachments thereto are returned signed but with changes, it shall not constitute an acceptance, but rather a counteroffer by you that may be accepted or rejected in writing by us in our sole discretion. Once both you and we sign this Agreement, all provisions reserved on your behalf will be *confirmed* and therefore subject to the terms of this Agreement.

The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign.

ACCEPTED AND AGREED TO:

GROUP:
Oldham County High School

HOTEL:
RB Seelbach Building LLC, d/b/a The Seelbach Hilton
By Musselman Hotels, Managing Agent

Name: Jason Radford

Name: [[CertifiLG_2]]

Title: Superintendent

Title: [[CertifiTitle_2]]

Signature:



[[CertifiSignature_2]]

Signature:

Date: 10.19.23

Date: [[CertifiDate_2]]