



GROUP SALES AGREEMENT

This agreement (the “**Agreement**”) is made and entered into by and between **Musselman Hotels**, as agent for **RB Seelbach Building, LLC**, d/b/a **The Seelbach Hilton** (hereinafter referred to as “**Hotel**”) and **North Oldham Prom** (hereinafter referred to as “**Group**”) dated December 7, 2023. This Agreement will become binding on both parties only after it is signed by both parties.

ARTICLE I: DESCRIPTION OF THE EVENT

Hotel shall provide accommodations for the following Event as pursuant to the terms and conditions of this Agreement:

North Oldham Prom
Saturday, April 27, 2024

Cristy McMahan
1815 South Highway 1793
Goshen, KY 40026
(502) 228-0158 ext 602

Cristine.mcmahan@oldham.kyschools.us

FUNCTION ROOM AND CATERING SERVICES

Function Rooms. Hotel shall make the following reservations of meeting spaces for group functions during the Event (“**Functions**”):

Date	Start Time	End Time	Function	Room	Agr	Room Rental
Sat, 04/27/24	4:00 PM	11:45 PM	Dance	Grand Ballroom	250	2500.00

Function Room Set-up and Operation. Group must obtain advance written approval from Hotel before Group, or any independent contractor of Group, may set up its own equipment, displays or facilities for any Function. Group and/or any such contractor shall coordinate all such deliveries/set ups with sufficient advance notice to Hotel. Group will be responsible and shall indemnify Hotel for any damage that Group, or its employees, agents or contractors, causes to persons or property within Hotel arising out of or related to any property brought to Hotel’s premises by Group or any contractor of Group or by setup or operation of any equipment, facilities or displays on the premises of Hotel by Group or any independent contract of Group.

If there are extensive function room set-ups or elaborate staging, Hotel may charge additional set-up fees. If equipment is necessary that exceeds Hotel’s inventory, then Group agrees to pay for the cost of renting the additional equipment. If any rigging is required, it must be arranged through the Hotel and Group shall be responsible for all rigging costs.

Outside Contractors. If Group intends to use the services of any contractor unaffiliated with Hotel to provide any services within the Hotel’s premises before, during or after the Event (including, without limitation, security companies, decorators, florists and audio-visual service providers), Group shall provide written notice to Hotel at least 30 days before the Arrival Date identifying the contractor(s), and the contractor(s) shall not be allowed onto the premises of the Hotel without Hotel’s advance written consent. If Hotel is required under any collective bargaining agreement, requirements contract or any other contract to incur any expense if a particular service provider or set of employees does not perform services that Group wishes to perform itself or to have performed by an outside contractor, then Group shall be responsible for those expenses, which shall be added to the Master Account. Hotel may require a representative any outside contractor invited to Hotel by Group to sign a release and indemnification of Hotel, in a form provided by Hotel and to provide evidence of insurance reasonably acceptable to Hotel. Hotel will provide Group a copy of its standard form for this purpose upon request.

Additional Food & Beverage Policies. Unless otherwise agreed by the parties in advance and in writing, all food and beverage served on the premises of Hotel must be supplied and prepared by Hotel. In addition, no remaining food or beverage shall be removed from the premises of the Hotel. At the conclusion of any Function, such food and beverage shall become the property of Hotel.

Menu prices will be confirmed no later than 3 months prior to scheduled functions. Food and Beverage prices shall be quoted exclusive of any applicable taxes. Group shall be responsible for all such taxes. Group must submit final menu selections to Hotel no later than 4 weeks in advance, otherwise, items selected cannot be guaranteed. At the time final menu selections are made, Group shall review, approve and initial the final menu Banquet Event Order(s).

All Hotel banquet charges (i.e. food and beverage, audio visual, room rental, rentals, etc.) are subject to the prevailing administrative charge (currently 25%) and applicable state sales tax (currently 6%). The Administrative Charges do not constitute a gratuity or tip for Hotel staff. No portion of the Administrative Charges will be distributed to Hotel staff who perform serviced during the event.

If Group fails to respond, by the Menu Deadline, to any menu proposals submitted by Hotel to Group for any Function, then Hotel may (a) deem as approved by Group any menu proposals it has submitted to Group or, (b) if Hotel has not submitted any such proposals, make its own selections. Other than specifically stated in the approved menu or otherwise agreed in a separate writing signed by Group and an authorized representative of Hotel, Hotel will not be responsible for any specific dietary requests or requirements.

Group must notify Hotel of the final attendance count for each Function no later than noon 4 working days prior to the scheduled function. If Group fails to notify Hotel of the final attendance count for an Event by the Menu Deadline, the final attendance count shall be deemed to be the number designated for such Function in this Agreement. **Group shall have no discretion to reduce the final attendance count for any Function after the Menu Deadline, and Hotel will charge the Master Account, at a minimum, the amount based on the guaranteed attendance count.**

If Hotel, at its discretion, presents a copy of the Master Account to an Authorized Representative of Group during the Event, the Authorized Representative shall review the Master Account before the end of the Event, and shall sign the Master Account if all charges therein are consistent with this Agreement and otherwise acceptable. Any such presentation or acceptance of the Master Account shall not prohibit Hotel from making later adjustments to the Master Account if such adjustments are consistent with this Agreement.

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 \$22.00.

BILLING/CREDIT PROCEDURES

Group's Master Account. The term "Master Account" means a running invoice that includes all amounts payable by Group to Hotel under any provision of this Agreement. At least forty-five (45) days before the Arrival Date, Group will identify to Hotel, in writing, at least one representative of Group who will be present on the premises of Hotel throughout the Event (each an "Authorized Representative"). Group hereby authorizes each Authorized Representative to incur charges to the Master Account, for example by signing banquet event orders. The following individual(s), whether or not they are present at the Event, shall have authority to incur charges to the Master Account:

Name _____ Signature _____

Name _____ Signature _____

Deposit. Group will make an advance payment to Hotel in the amount of **\$500.00** (the "Deposit"). The full amount of the Deposit shall be paid no later than **12/31/23** Hotel will credit the Deposit against the Master Account. Hotel will return any unused portion of the Deposit to Group no later than thirty (30) days after the Event or application of any Cancellation Fee, as applicable. Hotel may cancel the Event and terminate the Agreement immediately and without liability if Group fails to make any Deposit payment required by this Agreement. Hotel reserves the right to invoice Group for any amount by which the Master Account exceeds the total of any Deposit made by Group.

Advance Payment by Check/Credit Card: Advance payment of 105% of the estimated balance for all catering charges will be due by check or credit card fourteen (14) days prior to Group's arrival. Upon completion and acceptance of a Credit Card Authorization, a Master Account will be established for Group. Any remaining balance will be due at the end of the event upon departure. Overpayment will be refunded by check (when paying by check) or credited to the Credit Card on file (when paying by Credit Card) no later than thirty (30) days after the Event. Hotel may cancel the Event and terminate

the Agreement immediately and without liability if Group fails to provide any information required under this paragraph. Hotel reserves the right to invoice Group for any amount by which the Master Account exceeds the total of any Deposits made by Group.

CANCELLATION

Cancellation by Group. The following table contains an estimate (which the parties acknowledge and agree is reasonable) of the revenue to be generated from this Event. The table itself is not intended to warrant that the Event will generate these amounts of revenue. Neither is the table intended to prevent the Hotel from generating more than these amounts of revenue from the Event.

Group acknowledges that if it cancels or otherwise substantially abandons the Event (a “**Cancellation**”), the Hotel will be harmed. Group further acknowledges that the later Group notifies Hotel of a Cancellation, the more harm Hotel will likely incur, because Hotel will have less time to mitigate its damages by marketing the sleeping room nights and function rooms to other customers and individual guests. Group also acknowledges that the actual amount of Hotel’s damages from any Cancellation would be difficult to calculate. Therefore, the parties agree that if a Cancellation should occur for any reason (including Group’s relocation of the Event to another hotel or resort), then Group shall pay Hotel, as liquidated damages and not as a penalty, the applicable amount identified below, plus any applicable taxes (a “**Cancellation Fee**”).

Date of Written Cancellation Notice	Amount of Cancellation Fee
Signature until January 30, 2023	\$500.00 - Deposit
Less than 90 days prior to arrival date	\$2500.00 100% of Rental

Group must provide Hotel any notice of Cancellation in writing. If Group does not provide written notice of any Cancellation, then Hotel may assess any higher Cancellation Fee owed under the above schedule at the time it receives written confirmation of Cancellation, or the highest amount identified above if it receives no written confirmation. The parties agree that the amounts in the above schedule are based on reasonable estimates of Hotel's harm from Cancellation. Any Cancellation Fee will be added to the Master Account. Any Cancellation Fee shall be due and payable immediately upon Cancellation.

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.).

MISCELLANEOUS

Signs and Displays / Use of Hotel’s Name. Group shall not display signs in Hotel or use the name or logo of the Hotel or any franchisor of Hotel in any promotional materials without prior written approval of the General Manager of the Hotel. Group further agrees that no sign, banner, or display shall be affixed to any part of the Hotel. Group will be responsible for the cost of repairing any damages to the walls, fixtures or carpet caused by any such sign, banner or display and will be billed to Group. Arrangements can be made to hang your banner for a fee.

Security. Hotel may, in its sole and absolute discretion, require additional security procedures, at Group’s sole expense, because of the size or nature of the Event or any Function. These procedures may include the assignment by Hotel of any additional security personnel employed by Hotel or Hotel’s independent contractor (which may be the local police

department). Hotel may allow Group to retain an outside security service provider that is approved in writing by Hotel prior to the Event or the applicable Function. If Group hires an outside service provider, Group must provide Hotel with a copy of its agreement with the service provider, which shall indemnify Hotel, its owner, its management company and their respective parents, subsidiaries, and affiliates, and all their respective owners, members, partners, directors, officers, employees, representatives, and agents, from and against any liabilities related to the security services. Under no circumstances shall any armed security personnel be permitted onto the premises of Hotel without Hotel's advanced written approval, which Hotel may withhold in its sole and absolute discretion.

Damage to Hotel Premises. To the fullest extent permitted by law, Group assumes full responsibility for any damage done to the Hotel during your Event or any setup for the Event or disassembly after the Event, to the extent that such damage is caused by Group, its employees, guests, agents, or contractors (other than Hotel and its subcontractors), including any damage resulting from the installation, placement, and removal of Group's displays, equipment, exhibits, or other items.

Indemnification. To the extent allowed by law, Group shall indemnify, defend and hold harmless Hotel, its owner, its management company, their respective affiliates and all of their respective officers, directors, partners, members and employees from and against all demands, suits, judgments, settlements, claims, damages to persons and/or property, fines, liens, losses and other liabilities, including reasonable attorneys' fees (collectively "**Claims**") arising out of related the negligence or intentional misconduct of Group, its contractors or exhibitors, or their respective employees, agents, contractors or attendees. Group does not waive, by reason of this section, any defense that it may have with respect to such Claims.

Disturbances. Group agrees that its use of assigned Function spaces will not create any unreasonable disturbance to other guests or meetings, such as excessive noise, smoke, fog, or offensive smells. Neither Group nor its contractors will use such features without advance approval of Hotel.

Additional Remedies. If this Agreement is one of a group of (any two or more) agreements between Hotel and Group and/or any of Group's affiliates for Hotel to host events, then Hotel reserves the right to terminate this Agreement and/or other agreement(s), without liability to Hotel, if (a) Group (or, if applicable, its affiliate) fails to timely pay any amounts due and owing under, or commits any other material breach of its obligations under, this Agreement or any of the other agreements; or (b) Group, its affiliate or any of their respective employees, agents or contractors causes damage or disruption to the Hotel's premises, operations, guests or reputation. Notice of any such termination by the Hotel shall be made to Group in writing. If Hotel cancels the Event pursuant to this section, Group shall be responsible for the applicable Cancellation Fee as if Group cancelled the Event. If, pursuant to this section, Hotel cancels any other event(s) it had booked for Group or one or more affiliates of Group, then Group shall be responsible for any applicable cancellation fee(s) provided for under the applicable agreement(s).

Group's Property. Group agrees Hotel will not be responsible for the safe keeping of equipment, supplies, written material or other valuable items left in meeting rooms, sleeping rooms or anywhere on Hotel's premises. Group is responsible for securing any such aforementioned items and hereby assumes responsibility for loss thereof. Group may not rely on any verbal or written assurances provided by Hotel staff, other than as provided in this Agreement. Property of Group is the sole responsibility of Group and/or its owner. Group warrants that it has procured sufficient insurance to cover the loss of such property and waives any claims under Hotel's insurance policy for the loss of Group's property or the property of any of its attendees or invitees.

Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the Event and supersedes any previous agreements, communications, representations, or agreements, whether written or oral. 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 amendments to this Agreement must be made in writing and signed by authorized representative of each party. For the avoidance of doubt, this section shall not prevent Group from ordering particular or additional services from Hotel through a banquet event order or other document signed by an Authorized Representative.

Miscellaneous. Each person signing this Agreement warrants that he or she is authorized to bind the party for which he or she is signing. Any provision of this Agreement that is deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement. The failure of either party to insist, at any time, on strict performance of any terms or conditions of this Agreement, or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or

as a relinquishment for the future of such term, condition, option, right or remedy. No waiver by either party of any term or condition hereof shall be deemed to have been made unless expressed in writing and signed by such party.

ARTICLE VIII: EXECUTION OF AGREEMENT

Hotel's transmission of an unsigned copy of this Agreement to the Group or its Agent shall be deemed an invitation for Group to make an offer. The Group or Agent's return of its signature on a copy of this Agreement shall be deemed an offer by the Group. Hotel's subsequent signature of the Agreement shall be deemed an acceptance of the Group's offer by Hotel.

This Agreement may be executed in one or more counterparts, which together shall constitute one and the same Agreement. Signatures sent by facsimile or equivalent means shall be deemed original, valid and binding signatures to this Agreement.

Any handwritten changes to this document will not be binding unless initialed and dated by an authorized representative of both parties.

Each individual signing this document represents and warrants that he or she has authority to bind the party for which he or she signs.

Unless Hotel otherwise notifies Group at any time prior to Group's execution of this document, the Hotel will reserve the accommodations provided for herein for Group on a first-option basis until 11:59 p.m. of the prevailing time in effect where the premises of the Hotel is located, on **December 31, 2023**, at which time Group's option shall expire and neither party shall have any further rights or obligations hereunder.

IN WITNESS WHEREOF, Hotel and Group have entered into this Agreement in matter and form sufficient to bind them effective as of the last date identified below.

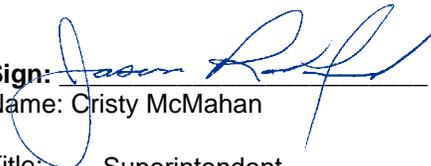
RB Seelbach Building, LLC
d/b/a **The Seelbach Hilton**
By Musselman Hotels, Managing Agent

Sign: _____
Name: Heather Roney

Title: Director of Catering

Date:

North Oldham Prom

Sign:  _____
Name: Cristy McMahan

Title: Superintendent

Date: 1.4.24



Credit/Debit Card Payment Authorization Form

Please complete all areas below. Incomplete requests may be rejected. This form must be received at least 5 days prior to Check-In or by specified date in Event Contract, to ensure acceptance of the credit card to be charged.

DO NOT EMAIL THIS FORM - FAX FORM TO: 502-585-9240 ATTN: Heather Roney

HOTEL USE ONLY

Date: _____

Guest / Group Name: North Oldham Prom 2024		
Check-In / Event Date: 4/27/2024	Confirmation / Event Number:	
Name of Person Making Reservation:	Phone:	
Authorized Amount:	Approval Code:	Date:

CARDHOLDER - Please complete the following section and sign/date below.

Cardholder Name as it Appears on Credit/Debit Card:		
Credit/Debit Card Billing Address:		
City:	State:	Zip:
Daytime Phone:	Evening Phone:	
Credit/Debit Card Number:	Expiration Date:	3 Digit Security Code:
Card Type: (circle one) Visa/MasterCard	Amex	Diners Club Discover JCB
Credit/Debit Card Issuing Bank Name:	Bank Phone Number (from back of your credit card):	
I agree to cover the following categories of charges: (Please circle)		
All Charges	Room & Tax	Food & Beverage Catering Miscellaneous
I agree to cover the above categories of charges up to a Maximum Amount of \$ _____		

Note: Charges for room/tax or group deposits will be charged to your credit card immediately. Any incidental charges circled above will be charged at the time of check-out.

Hotel Use Only – Deposit to be immediately charged for room/tax or group event: **\$500.00 Deposit**

By signing below, you authorize the hotel to charge your credit/debit card up to the "Maximum Amount" indicated above. You further acknowledge that all guest/group related charges (less Deposit) will be charged to the above credit card at the time of check-out or event conclusion.

Cardholder Signature: _____ Date: _____