

OK AS TO P...
AMH 03-11-2024



**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 (JCPS)
 CONTACT:
 Name: Elisabeth Read
 Street Address: 3332 Newberg 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 Academics Conference Jul2024
 REFERENCE #: M-RLYHAUK
 OFFICIAL PROGRAM DATES: July 22 – July 24, 2024

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	Setup	Attendees	Rental	Function Space
7/22/2024	Mon	8:00 AM	4:00 PM	General Session	Rounds of 10	350	\$4,000	Commonwealth
7/22/2024	Mon	8:00 AM	4:00 PM	Breakouts	Rounds of 10	250	\$3,000	Bluegrass
7/22/2024	Mon	8:00 AM	4:00 PM	Breakouts	Rounds of 10	150	\$1,000	Colonel
7/22/2024	Mon	8:00 AM	4:00 PM	Breakout	Rounds of 10	50	\$500	Cardinal
7/22/2024	Mon	8:00 AM	4:00 PM	Breakout	Rounds of 10	50	\$500	Steamboat
7/22/2024	Mon	8:00 AM	4:00 PM	Breakout	Rounds of 10	40	\$500	Thoroughbred
7/22/2024	Mon	8:00 AM	4:00 PM	Mother's Room	Conference	10	\$300	Bourbon
7/23/2024	Tue	8:00 AM	4:00 PM	General Session	Rounds of 10	350	\$4,000	Commonwealth
7/23/2024	Tue	8:00 AM	4:00 PM	Breakouts	Rounds of 10	250	\$3,000	Bluegrass
7/23/2024	Tue	8:00 AM	4:00 PM	Breakouts	Rounds of 10	150	\$1,000	Colonel
7/23/2024	Tue	8:00 AM	4:00 PM	Breakout	Rounds of 10	50	\$500	Cardinal
7/23/2024	Tue	8:00 AM	4:00 PM	Breakout	Rounds of 10	50	\$500	Steamboat
7/23/2024	Tue	8:00 AM	4:00 PM	Breakout	Rounds of 10	40	\$500	Thoroughbred
7/23/2024	Tue	8:00 AM	4:00 PM	Mother's Room	Conference	10	\$300	Bourbon
7/24/2024	Wed	8:00 AM	4:00 PM	General Session	Rounds of 10	350	\$4,000	Commonwealth
7/24/2024	Wed	8:00 AM	4:00 PM	Breakouts	Rounds of 10	250	\$3,000	Bluegrass
7/24/2024	Wed	8:00 AM	4:00 PM	Breakouts	Rounds of 10	150	\$1,000	Colonel
7/24/2024	Wed	8:00 AM	4:00 PM	Breakout	Rounds of 10	50	\$500	Cardinal

Date	Day	Start Time	End Time	Function	Setup	Attendees	Rental	Function Space
7/24/2024	Wed	8:00 AM	4:00 PM	Breakout	Rounds 10	50	\$500	Steamboat
7/24/2024	Wed	8:00 AM	4:00 PM	Breakout	Rounds of 10	40	\$500	Thoroughbred
7/24/2024	Wed	8:00 AM	4:00 PM	Mother's Room	Conference	10	\$300	Bourbon
7/25/2024	Thu	8:00 AM	4:00 PM	General Session	Rounds of 10	350	\$4,000	Commonwealth
7/25/2024	Thu	8:00 AM	4:00 PM	Breakouts	Rounds of 10	250	\$3,000	Bluegrass
7/25/2024	Thu	8:00 AM	4:00 PM	Breakouts	Rounds of 10	150	\$1,000	Colonel
7/25/2024	Thu	8:00 AM	4:00 PM	Breakout	Rounds of 10	50	\$500	Cardinal
7/25/2024	Thu	8:00 AM	4:00 PM	Breakout	Rounds of 10	50	\$500	Steamboat
7/25/2024	Thu	8:00 AM	4:00 PM	Breakout	Rounds of 10	40	\$500	Thoroughbred
7/25/2024	Thu	8:00 AM	4:00 PM	Mother's Room	Conference	10	\$300	Bourbon

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 as needed.

FACILITY FEES

Based on Jefferson County Public Schools' requirements, Hotel's function space rental fees total \$39,200 (exclusive of service charge and tax) based upon the functions outlined in this Agreement.

MEETING ROOM SETUP FEE

Based on Jefferson County Public Schools' requirements, Hotel's Meeting Room Setup fee is one-time fee of \$4,000, exclusive of service charge and tax.

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 will be charged if Jefferson County Public Schools selects such a provider.

ENCORE has provided Jefferson County Public Schools a quote for required AV services that totals \$25,606.

TOTAL PAYMENT

The total charges for Audio Visual (through ENCORE), room rentals, set up fees and 24% service charge will be \$85,319.44.

The total amount is due within 7 days of the conclusion of event. If payment is not received within 7 days of the event, there will be a 10% penalty per late day.

FORM OF PAYMENT (Circle One)

Master Account or Credit Card

All deposits are non-refundable. In the event any of the payments below are not received by the date indicated, Hotel reserves the right to cancel the event or require immediate full pre-payment.

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 Marriott Louisville East, and must be consumed on Marriott Louisville East property. If any food or beverages are brought into the functions space, a charge of \$1,000 per day will be added.

CANCELLATION

Jefferson County Public Schools' Total Room Rental for the Event will be \$39,200 (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.

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.

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, March 15, 2024**. 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) Dr. Marty Pollio

Title: (Print) Superintendent

Signature: _____

Date: _____

Approved and authorized by Hotel:

Name: (Print) _____

Title: (Print) _____

Signature: _____

Date: _____