


**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: Jennifer Colley  
Street Address: 3332 Newburg Road  
City, State, Postal Code: Louisville, KY 40218  
Phone Number: 502-541-7255  
E-mail Address: [jennifer.colley@jefferson.kyschools.us](mailto:jennifer.colley@jefferson.kyschools.us)

NAME OF EVENT: Explore/Academics of Louisville Collaboration Jul 15, 2025  
JCPS Assistant Principals Retreat Jul 17-18, 2025  
REFERENCE #: M-URHXXH0X  
M-URYPN2P  
OFFICIAL PROGRAM DATES: Tuesday, July 15, 2025 | Thursday, July 17, 2025 AND Friday, July 18, 2025

**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
7/15/2025	Tues.	8:00 AM	4:00 PM	General Session	Rounds	400	\$4,200	Commonwealth
7/15/2025	Tues.	8:00 AM	4:00 PM	Breakout 1	Rounds	80	\$1,000	Bluegrass AB
7/15/2025	Tues.	8:00 AM	4:00 PM	Breakout 2	Rounds	80	\$1,000	Bluegrass C
7/15/2025	Tues.	8:00 AM	4:00 PM	Breakout 3	Rounds	80	\$1,000	Bluegrass DE
7/15/2025	Tues.	8:00 AM	4:00 PM	Breakout 4	Rounds	80	\$600	Colonel AB
7/15/2025	Tues.	8:00 AM	4:00 PM	Breakout 5	Rounds	60	\$600	Steamboat
7/17/2025	Thurs.	8:00 AM	4:00 PM	General Session	Rounds	350	\$3,000	Bluegrass
7/17/2025	Thurs.	8:00 AM	4:00 PM	Breakout 1	Rounds	150	\$1,400	Commonwealth AB
7/17/2025	Thurs.	8:00 AM	4:00 PM	Breakout 2	Rounds	150	\$1,400	Commonwealth C
7/17/2025	Thurs.	8:00 AM	4:00 PM	Breakout 3	Rounds	150	\$1,400	Commonwealth D
7/18/2025	Fri.	8:00 AM	4:00 PM	Breakout 1	Rounds	60	\$600	Steamboat
7/18/2025	Fri.	8:00 AM	4:00 PM	Breakout 2	Rounds	60	\$700	Commonwealth A
7/18/2025	Fri.	8:00 AM	4:00 PM	Breakout 3	Rounds	60	\$700	Commonwealth B
7/18/2025	Fri.	8:00 AM	4:00 PM	Breakout 4	Rounds	60	\$600	Colonel AB
7/18/2025	Fri.	8:00 AM	4:00 PM	Breakout 5	Rounds	60	\$300	Colonel C
7/18/2025	Fri.	8:00 AM	4:00 PM	Breakout 6	Rounds	60	\$600	Cardinal



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 change function rooms at any time should the number of attendees decrease, increase or when Hotel deems it necessary. Hotel will notify Jefferson County Public Schools in writing should changes in room assignment become necessary prior to event. Additional charges will result if a change in your room set-up occurs within 48 hours of event.

#### **MEETING ROOM SETUP FEE**

Based on Jefferson County Public Schools' requirements, Hotel's Meeting Room Setup fee is **\$1,500 per day**, exclusive of service charge and tax.

#### **AUDIO VISUAL RENTAL/SETUP FEE**

Based on Jefferson County Public Schools' requirements, Hotel's Technology provider (Encore) has provided a quote based on each day's AV requirements. The total for all three days is **\$32,246.20**.

#### **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.

#### **FORM OF PAYMENT**

##### **Credit Card: deposits required (            )**

Subject to the terms and conditions of this Agreement, Hotel will accept Credit Card payments for all Transactions. Hotel shall honor valid Credit Cards properly tendered for use. For purposes of this contract, "Credit Card" means a credit card issued pursuant to the rules and regulations (the "Rules") of American Express, Diners Club International, Discover Card, JCB, MasterCard VISA, or any "Credit Card" for which Hotel provides processing. Hotel will authorize credit card on file for estimated charges prior to arrival date. Any remaining balance will be charged immediately upon conclusion of the event.

##### **Advanced Payment(s) by Check: ( Yes / No )**

#### **DEPOSITS**

Hotel prefers that Group pay all deposits and Master Account charges by Jefferson County Public Schools check. A credit card must be provided at the time of contract for a guarantee and group may choose to pay deposits and/or final invoice by Jefferson County Public Schools check to avoid credit card payment surcharge of 3%. Marriott Louisville East will charge a fee for accepting payment of moneys due and owing under this Agreement by way of credit card. The amount of the fee will be equivalent to 3% of the amount of any such payment(s).

#### **ADVANCE PAYMENT SCHEDULE**

Below totals reflect room rental, set up fees, service fees, and AV totals for all three days for an estimated total of **\$61,510.20**. The remaining balance due is subject to change based on event details.

Advance Payment	Time Frame	Amount Due
25% of estimated revenues (NON-REFUNDABLE DEPOSIT)	At contract signing	\$15,377.55
50% of estimated revenues	60 days prior to Event (5/15/25)	\$23,066.33
50% of estimated revenues	30 days prior to Event (6/16/25)	\$23,066.32
Remaining Balance	3 business days post Event	Remaining Balance

Additionally, the hotel will require a credit card authorization form (via SERTIFI) to guarantee payment of any additional charges incurred during the event.

### **CANCELLATION**

If Jefferson County Public Schools cancels this Agreement, Jefferson County Public Schools will provide written notice to Hotel, accompanied (except in the case of a Force Majeure) by payment of the percentage of, meeting room rental, food and beverage minimum and 24% service charge and applicable state taxes indicated below:

From 90 days prior to <i>Arrival Date</i> :	50% of Minimum Revenue
From 60 days or less prior to <i>Arrival Date</i> :	80% of Minimum Revenue
From 30 days or less prior to <i>Arrival Date</i> :	100% of Minimum Revenue

The parties agree that the amounts included in this Cancellation clause are reasonable estimates of the losses that would be incurred by Hotel and factor in Hotel's ability to mitigate its losses through resale.

### **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.

### **PHISHING**

Please be aware that bad actors can impersonate Hotel employees. Group should never rely solely on contact information sent in an email or respond directly to any email requesting a bank account information change. If Group receives a request from Hotel regarding bank account information, Group should contact the Hotel via verified phone number or in person to confirm the request prior to providing such information.

### **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 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 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 to the Member and relevant account identified below.

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 to any intermediary booking an event on behalf of any governmental entity or SOE.

Member Name \_\_\_\_\_

Marriott Bonvoy Membership Number \_\_\_\_\_

The individual identified above to receive Points may not be changed without such individual's prior written consent. The number of Points 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.

#### **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 **Wednesday, April 30, 2025**. 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: \_\_\_\_\_

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

# INVOICE

DATE: April 23, 2025  
FOLIO: JCPS JULY 2025

**Bill To: Jefferson County Public Schools**  
Explore/Academics of Louisville Collaboration, July 15, 2025  
JCPS Assistant Principals Retreat, July 17 & 18, 2025

DESCRIPTION		AMOUNT
Meeting Room Rental (July 15, 2025)		\$8,400
Set Up Fee (July 15, 2025)		\$1,500
Service Fees (July 15, 2025)		\$2,376.00
AV Total (July 15, 2025)		\$14,920.92
Meeting Room Rental (July 17, 2025)		\$7,200.00
Set Up Fee (July 17, 2025)		\$1,500.00
Service Fees (July 17, 2025)		\$2,088.00
AV Total (July 17, 2025)		\$8,594.44
Meeting Room Rental (July 18, 2025)		\$3,500.00
Set Up Fee (July 18, 2025)		\$1,500.00
Service Fees (July 18, 2025)		\$1,200
AV Total (July 18, 2025)		\$8,730.84
TOTAL AMOUNT DUE		\$ 61,510.20

**Remit Payment To:**  
Marriott Louisville East  
1903 Embassy Square Blvd.  
Louisville, KY. 40299

If you have any questions concerning this invoice, contact :  
Tiffany Sparks Phone: 502-318-1709 Fax: 502-318-1703  
[Tiffany.Sparks@Marriott.com](mailto:Tiffany.Sparks@Marriott.com)