



GROUP SALES EVENT AGREEMENT

Seelbach Hilton

500 Fourth Street | Louisville, KY 40202

This **Group Sales Event Agreement** ("Agreement") is by and between SDFSH / Taylor Torsky ("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:	Larisa Sapp	Name of "Event":	Oldham County High School Prom 2026
Title:	Junior Class Sponsor	Date(s) of Event:	March 14, 2026
Company Name:	Oldham County High School Prom 2026	Post to Reader Board As:	Oldham County High School Prom 2026
Address:	1150 KY-393	Hotel Contact:	Taylor Torsky
City, State, Zip:	La Grange KY 40031	Title:	Senior Sales Catering Manager
Phone:	(502) 222-9461 x240	Phone:	502-585-9273
Email:	larisa.sapp@oldham.kyschools.us	Email:	ttorsky@seelbachhilton.com

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 Food and Beverage Revenue:	\$ -
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.	

Total Anticipated Meeting Room Rental Fees:	\$4,000
Any discounts on Meeting Room Rental Fees are based on Group's achievement of performance requirements.	
"Total Anticipated Revenue":	\$4,000

Option Dates

These arrangements are being held on a **first option basis** until <10-9-25> (the "Option Period"). However, should other business opportunities arise such that we are in a position to confirm immediately, you will be advised and given one day, or until the end of your Option Period (whichever is shorter) to confirm this Agreement on a definite basis by returning a signed copy of this Agreement to us. Please note that it is your responsibility to notify us if you need to request an extension of your Option Period. If we do not receive a signed copy of this Agreement by <10-9-25>, we may, at our sole option and with no notice required, release this first option, review our rates, or continue to hold the arrangements.

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.

Additional Concessions

- Modified Beverage and Snack Pricing

Function Space

Based on your requirements as you have indicated them to be, we have reserved the attached program of function space needs (see **Schedule 1** labeled as "**Schedule of Events and Function Space Charges**"). Specific meeting rooms cannot be guaranteed and are subject to change.

You agree to confirm with us the assigned function space *before* printing any materials listing specific meeting or function locations. If for any reason the function space reserved is not available on the day of your Event (whether unavailable, for instance, due to emergency repairs or unscheduled maintenance), you agree that we may substitute space of appropriate size and comparable quality for your meeting or function.

Banquet Services

Group has agreed to hold the food and beverage events set forth in the attached Schedule of Events, or to provide in total anticipated catered food and beverage revenue. The following mandatory timeline relates to final menus and program meal functions:

- Given that food and beverage prices fluctuate in accordance with market conditions, menu prices for planned food and beverage functions will be established not earlier than **six (6) months** prior to your

Event. At that time, we will confirm in writing your menu prices for your planned food and beverage functions.

- Your Event Manager will contact you at least thirty (30) days before your Event to review and re-confirm the details for your Event, including menus, decorations, entertainment and beverage service. We require that your final menu selections and room set specifications be completed and received at least thirty (30) days prior to your major arrival day.
- If for any reason your final menu selections and room set specifications are provided to the Hotel fourteen (14) days or less prior to your major arrival day, Hotel may, in our sole discretion, make Chef's Selections for food product based on your delayed submission of final menu selections, and you agree to accept such substitutions.
- Upon review of your final menus and Event requirements, Event Orders will be sent by Hotel to you within five (5) business days to confirm all final arrangements and prices, which Event Orders will serve as a part of this Agreement. If you do not advise Hotel of any changes on the Event Orders by the date requested by Hotel, you agree that the Event Orders will be considered accepted by you as correct and you will be billed accordingly.
- At least five (5) business days before your Event, you must inform us of the exact number of people who will attend your Event functions by contacting your assigned Event Manager by email or phone. Guarantees by text message cannot be accepted. We will not undertake to serve more than 3% above this guaranteed minimum.
- The services of on-site audio visual provider, currently Encore, will be made available to the Group. The use of an off-site audio visual vendor will result in additional fees.
- SERVICE CHARGE: All Hotel banquet charges (i.e. food and beverage, audio visual, room rental, rentals, etc.) are subject to the prevailing service charge (currently 25%) and applicable state sales tax (currently 6%).

Payment and Master Accounts

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").

Deposit. Group will make an advance payment to Hotel in the following amounts: \$800 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.

DEPOSIT SCHEDULE		
	Due Date	Amount
Initial Deposit	No later than <14> days after receipt of a final signed Agreement from Hotel	\$800

Outstanding Balance. Any outstanding balance of the Master Account will be due and payable by Group upon receipt of any invoice from Hotel. If payment is not received within thirty (30) days, a finance charge equal to the lesser of one and one half percent (1-1/2%) per month (18% Annual Rate) and the maximum allowed by law will be added to the unpaid balance commencing on the invoice date. Any payment by Group or acceptance by Hotel of any amount less than any amount due by Group shall be deemed solely as a partial payment of the full amount

due. No endorsement or statement on any check or any letter accompanying any payment shall be deemed an accord and satisfaction, and Hotel may accept such check or payment without prejudice to Hotel’s right to recover the balance of all amounts due or pursue any other remedies available to Hotel under this Agreement or in law or in equity.

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.).

Performance and Cancellation Policies

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
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Cancellation between date of signing and 180 days of arrival date	20%	\$800.00
Cancellation between 90 and 180 days of arrival date	50%	\$2000.00
Cancellation between 90 days to arrival date	100%	\$4000.00

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.

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.

Upon written request, each party shall make evidence of coverage available to the other party.

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.

Attorney's Fees/Costs

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/Amendments/Changes

This Agreement, Exhibit A entitled "Standard Terms and Conditions" (attached hereto and incorporated herein by reference), Exhibit B entitled "Use of Exhibit Space" (attached hereto and incorporated herein by reference), and all other exhibits attached hereto (if any), upon signature by both parties below, together constitute the entire understanding between the parties and may not be amended or changed unless done so in writing and signed by both Hotel and Group; provided, however, that this Agreement includes all signed or unsigned Event Orders issued by us for this Event and that your final guarantee of attendance may be made by phone.

If this Agreement is returned signed but with changes, it shall not constitute an acceptance, but rather a counteroffer by you that may be accepted or rejected by the Hotel in our sole discretion. This Agreement will become a binding commitment upon signature by both you and us (even if signed after the Option Period).

For purposes of this Agreement and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by email with a scanned document attached or by facsimile transmission will be considered as enforceable and valid as an original signature by the party signing. The effective date of communications between the parties will be determined as follows:

- (a) Communications sent via U.S. Mail or private mail delivery service (*i.e.*, UPS) or email will be effective as of the date sent; or

- (b) Communications sent via facsimile will be considered effective as of the date and time on the facsimile confirmation sheet retained by the sender.

For the avoidance of doubt, emails, including emails that bear an electronic "signature block" identifying the sender, do not constitute signed writings for purposes 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:

Oldham County Highschool Prom 2026

Larisa Sapp

HOTEL:

RB Seelbach Building LLC

d/b/a The Seelbach Hilton

By Musselman Hotels, Managing Agent

Name: Claudette Herald

Title: Superintendent

Signature: 

Date: 01/06/2026

Name: [[SertifiLG_2]]

Title: [[SertifiTitle_2]]

Signature: [[SertifiSignature_2]]

Date: [[SertifiDate_2]]

SCHEDULE 1 SCHEDULE OF EVENTS AND FUNCTION SPACE CHARGES

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
Sat, 03/14/26	12:00 PM	5:00 PM	Setup	Medallion Ballroom	Round Tables of 10 - Dance Floor	500	Waived
Sat, 03/14/26	1:00 PM	5:00 PM	Setup	Medallion Salon B/C/D/E/F	Round Tables of 10 - Dance Floor	500	Waived
Sat, 03/14/26	6:00 PM	11:59 PM	Registration	Medallion BR Foyer	Registratio n	500	Waived

Sat, 03/14/26	7:00 PM	11:30 PM	Prom	Medallion Ballroom	Reception	500	4000
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*Subject to change without notice.

EXHIBIT A

STANDARD TERMS AND CONDITIONS

1. **BANQUET FUNCTIONS:** For your organized food and beverage functions and meetings, the following will apply:

Overtime: You agree to begin your Event promptly at the scheduled start time and to have your guests, invitees and other persons vacate the designated function space at the agreed upon end time. You must reimburse us for any overtime wage payments or other expenses incurred by us because of your failure to comply with these requirements.

Price Increases: There may be increases in prices due to unforeseen changes in market conditions at the time of your Event. We will communicate these increases to you in advance. We will require written confirmation that you agree to pay these increased prices, or at our option we may make reasonable substitutions in menus and you agree to accept such substitutions.

Set Up Charges: Should extensive meeting room set-ups or elaborate staging be required, there will be a set-up charge to cover Hotel costs and additional labor. If equipment is necessary that exceeds Hotel's inventory, then you agree to pay for the cost of renting this additional equipment.

Additional Spend: You agree to pay the Hotel for any food, beverages and other services not expressly set out in the Agreement and any appendix but provided on your request during the Event. On or before the arrival date, you will confirm to us in writing the names of those persons who you have authorized to sanction additional spend at the Event over and above the contracted amounts. All our records for additional spend (meeting room rental, audio/visual equipment, flipcharts, F&B functions and other incidentals) will be presented to one of your authorized signatories to be checked and signed on a daily basis. Failure of your authorized signatory to review any or all charges on a daily basis will not be grounds for disputing the charges.

Supplemental Surcharges: Supplemental surcharges are charges added to your Master Account bill to pay for costs incurred by the Hotel in connection with additional equipment, administration, and staffing necessary for the Event. These surcharges will be solely retained by the Hotel and are not distributed to hourly or tipped employees. Examples include, but are not limited to, early sets, late end times, outdoor venues, resets, refreshes, cleaning and other service that require staffing above normal levels and/or services outside of the normal scope contracted and paid products and services.

Additional Charges: In addition to the customary charges associated with Group's Event (for example, sleeping room rates, meeting room rental, banquet charges, audio-visual, etc.), Hotel may offer other services for which there may be fees either to Group or the individual attendee (as applicable). Examples of potential additional charges could include Package Handling, Business Center, Sign Making, Banner Hanging, Telephone Rental, Private Locks, Electrical Power, Labor for Audio-Visual & Electrical Requirements, Athletic Club, Parking, Luggage Storage. Prior to Group's Event, Group may request that Hotel disclose to Group those potential additional charges that are in effect at the time of Group's Event.

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.

Displays and Decorations; Your Property: You may, at your option, purchase insurance to cover your personal property, including decorations, special objects and other property. To the fullest extent permitted by law, we are not responsible for any loss or damage to property belonging to you or your attendees and do not maintain insurance covering it. All displays and/or decorations will be subject to our prior written approval and we reserve

the right to contract and charge you for Hotel staff to provide the labor for any installations or removals of such. Hotel can advise you of such potential charges upon request.

Outside Contractors: Should you elect to utilize outside contractors on Hotel premises during your Event, you must notify us at least ten (10) days in advance of your Event. We may require that your outside contractors sign a hold harmless, indemnification and insurance agreement in the form currently in use at the Hotel for similar outside contractors, and provide proof of insurance in amounts acceptable to us (amounts and types of insurance to be determined in our sole discretion based on the type of services the outside contractor will be providing) before the outside contractor will be allowed to provide services on our Hotel premises. In some instances, despite your use of an outside contractor, Hotel may be required, pursuant to obligations imposed on Hotel by labor unions or collective bargaining agreements, to utilize Hotel labor to provide certain services, and you agree to pay the fees and/or charges associated with these services. Upon request by Group, Hotel will disclose prior to the Event those services that are required to be performed by Hotel labor (if any) as well as the potential fees and charges associated with such Hotel labor usage.

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.

Fire Safety: For the safety of persons and property, no fireworks or incendiary devices may be used indoors at the Hotel. All room sets must be in compliance with the local Fire Department regulations, including those pertaining to occupancy load, mandatory aisles, ceiling clearance and fire exits. Any Event that has vehicle displays, fog machines, fueled cooking demonstrations, lasers, exhibits (including tabletop) or extensive productions with staging and props, must have a certified permit from the local Fire Marshall. All associated fees for permits, floor plan approval and stand-by fire watch are your responsibility and final approved copies of all such permits must be provided to Hotel at least three (3) days prior to your Event. Should you require any rigging services for this Event, all such services must be arranged through the in-house audio-visual provider or the Hotel and you will be responsible for all costs associated therewith.

Security: If required, in Hotel's reasonable judgment, in order to maintain adequate security measures in light of the size and/or nature of your Event, you will provide, at your expense, security personnel supplied by a licensed guard or security agency, which agency will be subject to Hotel's prior approval. Such security personnel may not carry weapons. Your security agency will be required to provide proof of insurance and sign a hold harmless agreement before they will be allowed to provide services on Hotel premises.

2. **GUEST RESERVATION INFORMATION:** If you request that Hotel provide you and/or your representative(s) with access to guest reservation information pertaining to guests who have reserved rooms at the Hotel as part of the Room Block (each, an "Attendee") established pursuant to this Agreement, then you certify that you have already obtained, or will obtain, consent from each of your Attendees for the Hotel or Hilton Worldwide, Inc. to provide to you and/or your representative(s) such Attendee's reservation information, and you further agree to reimburse Hotel and Hilton Worldwide, Inc. for any costs, damages, fees or expenses of any kind arising from any claim(s) by an Attendee relating to the Hotel's or Hilton Worldwide, Inc.'s disclosure of any Attendee's reservation information.
3. **EVENT PLANNER BONUS ACKNOWLEDGEMENT FORM:** If we agree to pay an Event Planner Bonus in connection with your Event, then before the Event Planner Bonus can be issued, an acknowledgment form signed by an authorized representative of the Event Planner's employer must be submitted to us, with such form merely

confirming that the employer is aware of the courtesy being provided to the Event Planner, and that the issuance of the courtesy does not violate the employer's policies as of the date of issuance of the Event Planner Bonus. We can provide an acknowledgement form acceptable to us.

4. **DISCLAIMER OF LIABILITY:** To the fullest extent permitted by law, Group agrees that in no event will Hotel, Hotel's Owner or Hilton Worldwide, Inc. be liable for (1) any services or products provided, or to be provided, to Group by any third party supplier or contractor (including, but not limited to, companies that provide meeting registration or management services, florists, decorators, musicians, etc.), or (2) any liability arising out of any agreement between Group and any such third party supplier or contractor that Group hires or retains to provide services to Group's Event. For the avoidance of doubt, this disclaimer applies even if such third party supplier or contractor (1) was recommended by Hotel to Group, (2) was as a preferred supplier / vendor of the Hotel, and/or (3) pays Hotel commissions or provides Hotel with other incentives based on their services paid for by Group.

5. **AUXILIARY AIDS:** The Hotel represents that it contains accessibility features for individuals with disabilities and, where needed, the Hotel will provide equivalent facilitation, auxiliary aids and services, and reasonable modifications to policies and procedures to ensure that its guests have equivalent access to its goods, services, and accommodations. Except as required by applicable laws, you agree that you will be responsible for the procurement and payment of all charges for auxiliary aids and services required by your Event or program attendees in the meeting or function space that you have reserved. We will, upon your request, furnish you with the names of businesses you can contact to obtain these aids. You agree that one week in advance of your Event you will furnish to us a list of any auxiliary aids and/or services that you will be providing for your attendees in the meeting or function space that you have reserved. You also agree to be responsible for compliance with the Americans with Disabilities Act in the set up and conduct of meetings for your Event.

6. **COMPLIANCE WITH LAWS:** You represent and warrant that you are currently not on the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) List of Specially Designated Nationals and Other Blocked Persons (including terrorists and narcotics traffickers) (the "OFAC List"), nor on any similar restricted party listings, including those maintained by other governments pursuant to applicable United Nations, regional or national trade or financial sanctions. If you are added to any such restricted party list prior to your arrival date, then you must notify us immediately. The OFAC List can be found by visiting <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>. We may cancel your Event and this Agreement without liability to you if we reasonably believe it is necessary to do so in order for us to comply with our obligations under such applicable laws or regulations, including if you are added to any restricted party listings as described in this section.

7. **PROMOTIONAL CONSIDERATIONS:** We have the right to review and approve any advertisements or promotional materials in connection with your Event that specifically reference the name of the Hotel or a name or logo owned by a subsidiary of Hilton Worldwide, Inc., including (but not limited to): Hilton, Hilton Hotels & Resorts, Conrad Hotels & Resorts, Waldorf Astoria Hotels & Resorts, Embassy Suites, DoubleTree by Hilton, Hilton Garden Inn, Hampton Inn, Hampton Inn & Suites, Home2 Suites by Hilton, Homewood Suites by Hilton, and Hilton Grand Vacations. You agree that we may share your Event and Planner information with our third party providers who offer support services to groups holding meetings/functions at our Hotel, including audio/visual services, decorators, florists, and others.

8. **DISPUTES INVOLVING CREDIT CARD PAYMENTS:** As a condition of Hotel agreeing to accept your credit card as an approved form of payment for all Master Account charges, you agree that any dispute that you may raise with respect to any Master Account charges must be addressed directly between you and us. Any dispute that cannot be timely resolved to the mutual satisfaction of the parties shall be resolved in accordance with the dispute resolution provisions as contained in this Agreement.

9. **HOTEL'S RIGHT TO CANCEL FUTURE CONTRACTED EVENTS:** Should the Group's Master Account remain unpaid after 60 days, or if advance payments requested are not paid as required, in addition to our other remedies, Hotel reserves the right to cancel any subsequent arrangements agreed upon herein or any agreements separately made by that time between Group and the Hotel for additional conventions/meetings to be held in the future at the Hotel, and that in such event the Hotel shall have no liability to Group for such cancellation (no fees, charges, damages or penalties shall be due from the Hotel as a result of the cancellation and no claim shall be brought against the Hotel as a result of the cancellation). In the event of cancellation by Hotel pursuant to this clause, Group will be responsible

for cancellation damages set forth in each of the event agreements. Additionally, should employees, agents, contractors or attendees of the Group entity signing this Agreement cause unreasonable damage or disruption to Hotel's premises, operations or guests, or in the event of any criminal activity on Hotel's premises arising out of or related to Group's Event, Hotel reserves the right to cancel any subsequent arrangements agreed upon herein or any agreements already contracted for additional functions/meetings to be held in the future at this Hotel, and that in such event the Hotel shall have no liability to Group for such cancellation (no fees, charges, damages or penalties shall be due from the Hotel as a result of the cancellation and no claim shall be brought against the Hotel as a result of the cancellation). In the event of cancellation by Hotel pursuant to this clause, Group will be responsible for cancellation damages set forth in each of the event agreements.

10. SUCCESSORS AND ASSIGNS: The commitments made by each party will be binding on their respective successors and assigns. In the event that Group assigns, sells, conveys, pledges or otherwise disposes of all or substantially all of its assets (collectively referred to as "assignment"), by operation of law or otherwise, this Agreement and the obligations herein must also be assigned to and assumed by the successor organization, subject to approval by Hotel. In the event such an assignment is contemplated, Group agrees to notify Hotel at least thirty days in advance of the planned close of the assignment transaction of the entities involved. Hotel will thereafter have 20 days in which to notify Group if assignment is approved (such consent not to be unreasonably withheld by Hotel, although the Hotel may assess factors including the creditworthiness of the successor organization). Group may not otherwise assign this Agreement or any rights hereunder. You may not re-sell reservations. If we become aware of any violation of this section, we may immediately terminate the Agreement without incurring any liability to you for contracted rooms or rates and you will be responsible for any damages resulting from the cancellation as set forth herein.

11. SEVERABILITY; NON-WAIVER: Any provision in this Agreement that is held to be illegal or unenforceable in any jurisdiction shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions and any such illegal or unenforceable provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. Either party's failure to enforce any term or condition of this Agreement does not waive that party's right to enforce that or any other term or condition at any time.