



CROWNE PLAZA®
HOTELS & RESORTS

Crowne Plaza Lexington
1375 South Broadway, Lexington, KY 40502
Phone: (859) 255-4281
Fax: (859) 519-1301
www.crowneplaza.com/campbellhouse

GROUP SALES AGREEMENT

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between Crowne Plaza Lexington (“Hotel”) and **Lexington Fayette Urban County Government** (“Group”) and outlines specific conditions and services to be provided.

Paula Williams
Human Resources Analyst
Lexington Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

Post as: LFUCG Promotional Process
Arrival Date: 11/12/2012 12:00:00 AM

GUEST ROOM COMMITMENT

The Hotel agrees that it will provide, and **Lexington Fayette Urban County Government** agrees that it will be responsible for room nights in the pattern set forth below:

Scenario Rooms	
11/12/2012	3
11/13/2012	3
11/14/2012	3
11/15/2012	3
11/16/2012	3

GROUP ROOM RATES

Based upon **Lexington Fayette Urban County Government** total program and requirements as outlined in this agreement, Hotel confirms the following group rates (net of all taxes):

Room	Single Rate	Double Rate
Scenario Rooms	\$74.00	\$74.00

ROOMS ATTRITION

Hotel is relying upon (Group’s) use of the **15** Room Night Commitment. **Lexington Fayette Urban County Government** agrees that a loss will be incurred by Hotel if (Group’s) actual usage is less than **85%** of the Room Night Commitment or room nights.

If **Lexington Fayette Urban County Government** actual usage is less than **85%** of the Room Night Commitment, **Lexington Fayette Urban County Government** agrees to pay, as liquidated damages and not as a penalty, the difference between **85%** of the Room Night Commitment and **Lexington Fayette Urban County Government** actual usage, multiplied by the average group room rate. This attrition charge will be posted to your master account.

Should the Hotel sell out during the groups inclusive dates, **Lexington Fayette Urban County Government** will not be liable for attrition charges if the per night block is achieved. All attrition is based on a “per night” basis.

METHOD OF RESERVATIONS



CROWNE PLAZA®

HOTELS & RESORTS

For reservations for the Event that will be individual call-in. Attendees may contact our hotel at 859-255-2481 between the hours of 9AM - 6PM and ask to speak with the reservations department. Please make sure to reference your group name when making your reservations.

GUARANTEED RESERVATIONS

All reservations must be guaranteed with a major credit card or by Group. Hotel will not hold any reservations after 6:00 p.m. unless secured by one of these methods. Any room cancelled within (5) five days of arrival will be charged one night's room and tax. Any room guaranteed for late arrival that is not utilized will be charged one night's room and tax.

Deposits may be paid by cash, check or credit card. If utilizing a credit card, please indicate credit card number, expiration date and name of cardholder:

Card Type	Exp Date	Name of Cardholder
-----------	----------	--------------------

CHECK IN/CHECK OUT POLICY

Rooms are available for CHECK-IN on the day of arrival after 4:00 p.m. The Hotel policy prohibits placing guests in rooms that are not vacant and ready for arriving guests. In such case, a secured baggage area is provided. CHECK-OUT time on all accommodations is 12:00pm. Guests not leaving the Hotel prior to this time are requested to utilize our baggage storage area to allow sufficient time for readying the accommodations for new guests.

CUTOFF DATE

The Hotel agrees to guarantee the number and availability of sleeping rooms as specified in the "Guest Room Commitment" for reservations until **Monday, October 29, 2012** Hotel will review the reservation pickup for the Event, release the unreserved rooms for general sale, and determine whether it can accept reservations based on a space and rate available basis at **Lexington Fayette Urban County Government** group rate after this date. Release of rooms for general sale following the Cutoff Date does not affect **Lexington Fayette Urban County Government's** obligation, as discussed elsewhere in this Agreement, to utilize guest rooms. All reservations received after **10/29/2012 12:00:00 AM** will be accommodated on a space and rate availability basis and are not guaranteed the group rate.

SPECIAL CONCESSIONS

In consideration of the Room Night Commitment and the functions identified on the Function Information Agenda/Event Agenda, Hotel will provide (Group) the following special concessions:

- Three (3) Scenario Rooms at \$74.00 each, which represents a daily charge that is below the per diem rate of \$100.00 for the local market.
- Complimentary additional lighting for the scenario rooms with phone extensions in each room.
- Furniture is to be removed and replaced with a conference table with four (4) chairs in each of the scenario rooms at no additional charge.
- Reduced meeting room rental at \$400.00 (\$200.00 for each meeting room) for the duration of the event.
- Complimentary self parking.
- Complimentary high speed wireless and hardwired internet access throughout the property, which includes to guestrooms and function space.

The concessions agreed to above are in consideration of the anticipated total revenue that **Lexington Fayette Urban County Government** will bring to the Hotel with full performance of this Agreement. In the event pick-up of the original room block drops below 90% of the contracted room block, the Hotel has the right to adjust or eliminate these features. The Hotel will discuss such adjustments with **Lexington Fayette Urban County Government** in advance and should **Lexington Fayette Urban County Government** wish to provide guarantees equal to **Lexington Fayette Urban County Government** performance agreements, the Hotel shall honor its special concessions fully.

COMMISSION

The group room rates listed above are net non-commissionable.



CROWNE PLAZA®

HOTELS & RESORTS

MASTER ACCOUNT

Please indicate who is authorized to sign for the Master Account:

BILLING ARRANGEMENTS

Please confirm who will be responsible for the following payments:

Guest rooms and tax: Individual Master Account
 Catering functions: Individual Master Account
 Meeting room rental: Individual Master Account
 Audio/visual rentals: Individual Master Account
 Individual meals (restaurant charges): Individual Master Account
 Room Telephone Charges: Individual Master Account
 Incidental charges: Individual Master Account
 Tax Exempt Status: Yes No If yes, Certification Number _____

METHOD OF PAYMENT FOR MASTER ACCOUNT

A master account will be set up for the Group covering its charges. The estimated amount of the master account must be paid in advance in accordance with the deposit schedule set forth below unless direct billing has been established or a Credit Card is used (See Credit Card Billing). Direct billing requests will be reviewed in accordance with the Hotel's normal approval process. Should the hotel determine after establishing Direct Billing or a deposit schedule that your credit status has changed, the Hotel will have the option to require payment of all estimated master account charges no later than fourteen (14) days before arrival. The Group shall review all charges billed to the master account to ensure accurate billing. In the event any charges are disputed, all undisputed charges will be paid within 30 days of receipt of invoice. Failure to do so will result in an interest charge of 1.5% to be applied to any outstanding balance for each month not paid; resulting in an 18% compound interest annually.

Direct Bill

Direct billing requests will be reviewed in accordance with the Hotel's normal approval process. Should the hotel determine after establishing Direct Billing or a deposit schedule that your credit status has changed, the Hotel will have the option to require payment of all estimated master account charges no later than fourteen (14) days before arrival. The Group shall review all charges billed to the master account to ensure accurate billing. Payment of all direct billing must be made within thirty (30) days of receipt of a reconciled invoice from the Hotel. In the event any charges are disputed, all undisputed charges will be paid within thirty (30) days.

Credit Card Billing

Subject to the terms and conditions of this Agreement, Resort will accept Credit Card Payments for all Transactions. Resort shall honor without discrimination valid Cards properly tendered for use. For purposes of this contract, "Card" means a Credit Card issued pursuant to the rules and regulations (the "Rules") of American Express, Diners Club International, Discover Card, JCB, Master Card Visa, or any "Card" for which Resort provides Card processing.

Please complete below credit information if Direct Bill is being established for the Master Account to serve as back-up for the pending approval of the Direct Bill process. Payment may be made by cash or major credit card. If utilizing a credit card, please indicate card number, expiration date and name of cardholder.

Credit Card#: _____

Exp. Date: _____

Name as it appears on card: _____

Signature: _____

** In order to accept this authorization, you must include with this form a legible photocopy of the front and back of the credit card and a photocopy of a state or federal issued ID.**

CONFERENCE/EVENT AGENDA

Based on your requirements, we have reserved function space as shown on the following schedule of events.



CROWNE PLAZA®

HOTELS & RESORTS

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
11/12/2012	7:00 AM	12:00 AM	Meeting	Julep Room	Conference Style	10	30.00
11/12/2012	7:00 AM	12:00 AM	Meeting	Oak Room	Classroom	30	50.00
11/13/2012	7:00 AM	12:00 AM	Meeting	Oak Room	Classroom	30	50.00
11/13/2012	7:00 AM	12:00 AM	Meeting	Julep Room	Conference Style	10	30.00
11/14/2012	7:00 AM	12:00 AM	Meeting	Julep Room	Conference Style	10	30.00
11/14/2012	7:00 AM	12:00 AM	Meeting	Oak Room	Classroom	30	50.00
11/15/2012	7:00 AM	12:00 AM	Meeting	Oak Room	Classroom	30	50.00
11/15/2012	7:00 AM	12:00 AM	Meeting	Julep Room	Conference Style	10	30.00
11/16/2012	7:00 AM	6:00 PM	Meeting	Julep Room	Conference Style	10	30.00
11/16/2012	7:00 AM	6:00 PM	Meeting	Oak Room	Classroom	30	50.00

EXHIBITS IN HOTEL (Storage)

Due to the layout of the Hotel, storage space is not available for display materials and/or show merchandise. At the conclusion of the set-up operation, all related equipment, crates, trash, etc. must be removed from the premises no later than the last day of the exhibit show period.

NO EXHIBITS

Hotel understands Lexington Fayette Urban County Government program does not involve the use of exhibits or display material.

FITNESS CENTER

Hotel guests have complimentary access to the heated indoor pool and exercise equipment.

SHIPPING AND RECEIVING

Our Convention Services Department is pleased to assist in the receiving, securing and delivery of group materials, as well as the shipping of such items. Our Shipping & Receiving Department is pleased to assist in the receiving, securing and delivery of group materials, as well as the shipping of such items. For proper handling, all incoming packages should be addressed to: **Crowne Plaza Lexington** 1375 South Broadway Lexington, Kentucky 40502 Hold for: Guest Name with the Convention Name & Date. Be sure all packages have a complete return address. The resort will accept five (5) boxes, each up to 25lbs. at no charge. Shipments over five (5) boxes or in excess of 25lbs. will be charged as follows:

Each incoming or outgoing package will be charged a handling fee by weight:

- (A) Letter size packages will be charged a storage/handling fee of \$ 2.00 each
- (B) Packages up to 20 lbs will be charged a storage/handling fee of \$ 5.00 each
- (C) Packages up to 21-50 lbs will be charged a storage/handling fee of \$ 10.00 each
- (D) NO packages over 51 lbs will be accepted by the Hotel on your behalf.

(These charges are in addition to freight costs.)

This handling fee will cover the following services:

- a. Receiving shipments
- b. Secured storage
- c. Distribution of meeting materials to and from meeting room locations
- d. Repacking and shipping (freight charges not included)

The Hotel will not accept C.O.D. shipments, and all arrangements with regard to shipping must be prepaid. The Group Master Account can be designated to cover payments for return shipments only. All shipments should be routed directly to the Hotel not to any other intermediate destination. The following information must be included on all packages to ensure proper delivery: Group name, date of function, on-site contact's name and catering manager's name. All packages should be sequentially numbered

FOOD AND BEVERAGE ATTRITION

Hotel is relying on, and Group agrees to provide, a minimum of **\$0.00** in banquet revenue/food and beverage revenue (excluding tax and gratuity). Should the Group fall below this amount; the Group will be responsible for the remaining food & beverage revenue (i.e., the amount necessary to achieve 100% of the total expected food and



CROWNE PLAZA®

HOTELS & RESORTS

beverage revenue). The Hotel and Group agree that the payment described above is a reasonable estimate of the Hotel's damage resulting from the reduced use of food and beverage facilities, and does not constitute a penalty.

The Hotel is relying upon the food and beverage functions outlined in the Conference/Event Agenda. The Organization agrees that a loss will be incurred by the Hotel should there be a reduction in food and beverage revenue. A 10% reduction is allowed without penalty up to the cut-off date of **Monday, October 29, 2012**. In the event that the food and beverage revenue decreases by more than 10%, a revenue assessment will be made to the master account. This assessment will be the difference between the actual food and beverage revenues and the anticipated food and beverage revenue minus the allowed 10% attrition.

FOOD AND BEVERAGE POLICIES

Due to licensing requirements and quality control issues, all food and beverage served on Hotel property must be supplied and prepared by the Hotel unless otherwise approved prior to contracting. All food and beverage prices are subject to 21% service charge and a 6% food & beverage tax (subject to change without notice). Please note that all service charges including food, beverage and Audio Visual are taxable.

Client Signature

LIQUOR LICENSE

Lexington Fayette Urban County Government 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 under age.

FORCE MAJEURE

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, government regulations, disaster, strikes (except those involving the employees or agents of the party seeking the protection of this clause), civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible to provide or 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.

HOTEL RENOVATIONS

In the event any portion of the Hotel is closed (or is anticipated to be closed) for renovation, which encroaches into the rooms block related to the subject Contract, then and in that event:

1. Hotel shall have the right and the obligation to notify Client of said occurrence no later than ninety (90) days prior to the planned function, and
2. All deposits paid by client shall be returned, reflecting any diminished capability of the Hotel to handle all of the required functions and/or sleeping rooms, and
3. Hotel will assist in finding supplemental accommodations as close as possible to the Hotel, to make up for lost capability of the Hotel.

If, in the event the Hotel is unable to handle a minimum of seventy five percent (75%) of Client's room requirements, Client shall have the right to cancel the function and room block with no obligation to Hotel, and Hotel will refund 100% of any deposits made to date to the Hotel.

INDEMNIFICATION

Each party hereby agrees to indemnify, defend and hold the other from harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action resulting from the gross negligence or intentional misconduct of such party or its respective officers, directors, employees, agents, contractors, members or participants (as applicable), provided that with respect to officers, directors, employees, and agents, such individuals are acting within the scope of their employment or agency, as applicable.

AMERICAN DISABILITIES ACT

Both the Group and the Hotel shall be responsible for compliance with the public accommodation requirements of the Americans with Disabilities Act as defined by law. The Hotel shall provide, to the extent required by the Act, such auxiliary aids and/or services as may be reasonably requested by Group for use in sleeping rooms and public areas of



the hotel, provided that Group gives reasonable advance written notice to the Hotel of such needs. Group shall be responsible for the cost of any auxiliary aids and services (including engagement of and payment to specialized service providers, such as sign language interpreters), necessary for use in the meeting space used by the group, other than those types and quantities typically maintained by the Hotel.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations, or deletions, including corrective lining out by either Hotel or Group, 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.

CANCELLATION

Lexington Fayette Urban County Government acknowledges that if it cancels or otherwise essentially abandons its planned use of the Room Night Commitment (a "Cancellation"), this action would constitute a breach of **Lexington Fayette Urban County Government's** obligation to Hotel and Hotel would be harmed. Because Hotel's harm (and **Lexington Fayette Urban County Government** obligation to compensate Hotel for that harm) is likely to increase if there is a delay in notifying Hotel of any Cancellation, Group agrees to notify Hotel, in writing, within five (5) business days of any decision to Cancel. In addition, if a Cancellation occurs, the parties agree that:

- a) It would be difficult to determine Hotel's actual harm.
- b) The sooner Hotel receives notice of the Cancellation, the lower its actual harm is likely to be, because the probability of mitigating the harm by reselling space and functions is higher.
- c) The highest percentage amount in the chart set forth below reasonably estimates Hotel's harm for a last-minute Cancellation and, through its use of a sliding scale that reduces damages for earlier Cancellations, the Chart also reasonably estimates Hotel's ability to lessen its harm by reselling Group's space and functions.

Lexington Fayette Urban County Government therefore agrees to pay Hotel, within thirty (30) days after any Cancellation, as liquidated damages and not as a penalty, the amount listed in the Chart below.

Date of Decision to Cancel	Amount of Liquidated Damages Due
Date of Agreement to 366 Days Prior To Date of Arrival	25% of Total Room Revenue*
1 Year to 181 Days Prior To Date of Arrival	50% of Total Room Revenue*
From 180 days to 90 Days Prior To Date of Arrival	75% of Total Room Revenue*+ 25% of Total F & B Revenue
From 89 Days Prior To Date of Arrival	100% of Total Room Revenue* + 50% of Total F & B Revenue

* "Total Room Revenue" is the dollar amount equal to the number of room nights in the Room Night Commitment multiplied by Group's average room rate.

Provided that **Lexington Fayette Urban County Government** timely notifies Hotel of the Cancellation and timely pays the above liquidated damages, Hotel agrees not to seek additional damages from **Lexington Fayette Urban County Government** relating to the Cancellation. **This agreement may not be cancelled by your organization for the sole purpose of meeting in any other facility or by Crowne Plaza Lexington Hotel for the sole purpose of accommodating another organization. One hundred percent payment will be assessed in this event.**

ACCEPTANCE

Prior to execution by both parties, this document represents an offer by the Hotel. Unless the Hotel otherwise notifies **Lexington Fayette Urban County Government** at any time prior to the execution of this document, the outlined format and dates will be held by the Hotel for "Group" on a first-option basis until **October 29, 2012**. If "Group" cannot make a commitment prior to that date, the 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 receipt by Hotel of a fully executed version of this Agreement prior to **October 29, 2012**, or upon Hotel's acceptance of a fully executed version of this Agreement after such date, it will be placed on a definite basis and will be binding upon Hotel and "Group". Hotel and **Lexington Fayette Urban County Government** have agreed to and have executed this Agreement by their authorized representatives as of the dates indicated on next page.

We thank you for selecting **The Crowne Plaza Lexington Hotel**. We look forward to hosting your event.

SIGNATURES



CROWNE PLAZA®
HOTELS & RESORTS

Approved and authorized by Lexington Fayette Urban County Government

Name: Jim Gray
Title: Mayor

Signature: _____

Date: _____

Approved and authorized by **The Crowne Plaza Lexington Hotel**

Name: Michael Molloy
Title: Sales Manager

Signature: Michael Molloy

Date: 10/22/2012