



**OUTSIDE FOOD - INDEMNIFICATION AGREEMENT**

The undersigned, on behalf of LFUCG and each of its members, guests or charitable entities ("Group"), shall defend, indemnify and hold harmless Hyatt Corporation and TPG Lexington, LLC dba Hyatt Regency Lexington and their officers, directors, agents and employees from and against any and all actions, costs, claims, losses, expenses and/or damages, including attorneys' fees, arising out of or resulting from the Group and/or any of its members, guests or other taking food prepared by Hyatt Regency Lexington on 3/16-20, 2016 outside of the hotel.

Date

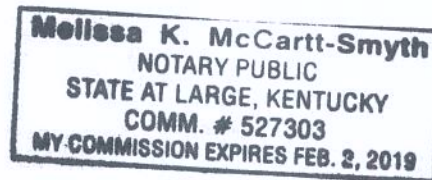
The undersigned represents that he/she has the authority to sign this Indemnification on behalf of the Group and each of its members.

(By an authorized representative of the Group)

Date: 3/14/16

Subscribed and sworn

to before me this 14<sup>th</sup> day of March 2016





HYATT REGENCY LEXINGTON  
401 W HIGH STREET

LEXINGTON, KY 40507- US

Telephone: (859) 253-1234

Fax: (859) 254-7430

March 4, 2016

**CATERING CONTRACT**

GROUP NAME: LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT  
FUNCTION NAME: SWEET SIXTEEN TOURNAMENT FOOD SERVICE  
CONTACT NAME: LORI HOULIHAN  
ADDRESS: PO BOX 2136  
LEXINGTON, KY 40588-2136  
PHONE NUMBER: (859) 533-8969  
FAX NUMBER:  
EMAIL ADDRESS: [lorihoulihan@gmail.com](mailto:lorihoulihan@gmail.com)

Day	Date	Function	Time	Set Up	# of guests
Wednesday	3/16/2016	LUNCH	11:00 AM – 01:00 PM	OTHER	350
Wednesday	3/16/2016	DINNER	05:00 PM – 07:00 PM	OTHER	350
Thursday	3/17/2016	LUNCH	11:00 AM – 01:00 PM	OTHER	350
Thursday	3/17/2016	DINNER	05:00 PM – 07:00 PM	OTHER	350
Friday	3/18/2016	LUNCH	11:00 AM – 01:00 PM	OTHER	350
Friday	3/18/2016	DINNER	05:00 PM – 07:00 PM	OTHER	350
Saturday	3/19/2016	DINNER	05:00 PM – 07:00 PM	OTHER	350
Sunday	3/20/2016	BREAKFAST	07:00 AM – 09:00 AM	OTHER	350

**\*\*ALL EVENTS SCHEDULED AT THE LEXINGTON CENTER\***

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT ("Group") and HYATT REGENCY LEXINGTON ("Hotel") agree as follows:

**DEFINITE BOOKING**

Once you sign and return this agreement, your reservation will be confirmed and considered a definite booking. This signed contract is due on 3/7/2016.

**MINIMUM REVENUE COMMITMENT**

Based on the approximate number of guests set forth above, a minimum of \$34,860.00 in combined banquet food will be spent at your function. This minimum does not include guestroom charges, service charges, any applicable taxes, labor charges, audiovisual, or any other miscellaneous charges incurred. Should the minimum revenue not be achieved, the remaining balance will be applied as an additional set up fee.

HOTEL INITIALS \_\_\_\_\_

CLIENT INITIALS MB

**SPECIAL CONCESSIONS**

The Hyatt agrees not to apply the 24% service charge to the food bill. Hyatt will apply a \$200 delivery fee for each meal delivery service, which will be for a total of 8 meals equaling \$1600.00 for the tournament.

The Hyatt agrees to provide the following supplies for the meal services at a custom price of \$1,490.00 for duration of the tournament:

- STERNO
- ROUND PLATES
- PLASTIC CUTLERY
- NAPKINS
- BOWLS (FOR SOUP)

\*HYATT WILL PROVIDE SILVER SERVING UTENSILS AT NO CHARGE.

The Hyatt agrees to provide the following custom menus during the tournament:

**WEDNESDAY, MARCH 16**

\* LUNCH @ \$10.95 PER PERSON

- PRE MADE DELI SANDWICHES – ROAST BEEF, HAM OR TURKEY TOPPED WITH LETTUCE, TOMATO AND AMERICAN CHEESE. CONDIMENTS WILL BE PROVIDED.
- CHICKEN NOODLE SOUP

\*DINNER @ \$12.95 PER PERSON

- TACO STATION – SEASONED GROUND BEEF, STRIPS OF CHICKEN, TACO SHELLS, SHREDDED LETTUCE, DICED TOMATO, CHOPPED ONION, SHREDDED CHEDDAR CHEESE, SALSA AND SOUR CREAM.

**THURSDAY, MARCH 17**

\* LUNCH @ \$10.95 PER PERSON

- PRE MADE DELI SANDWICHES – ROAST BEEF, HAM OR TURKEY TOPPED WITH LETTUCE, TOMATO AND AMERICAN CHEESE. CONDIMENTS WILL BE PROVIDED.
- POTATO SOUP

\*DINNER @ \$12.95 PER PESON

- PASTA STATION – TOSSED HOUSE SALAD WITH CHOICE OF RANCH AND ITALIAN DRESSINGS, SPAGHETTI, FETTUCINE, MARINARA SAUCE, MEAT SAUCE, ALFREDO SAUCE, GARLIC BREAD STICKS.

**FRIDAY, MARCH 18 \*OBSERVING LENT**

\* LUNCH @ \$10.95 PER PERSON

- PRE MADE DELI SANDWICHES – TUNA SALAD SANDWICHES TOPPED WITH LETTUCE, TOMATO AND AMERICAN CHEESE. CONDIMENTS WILL BE PROVIDED.
- VEGETABLE SOUP

\*DINNER @ \$12.95 PER PERSON

- LEMON PEPPER BAKED TILAPIA, SEASONED GREEN BEANS, OVEN ROASTED POTATOES, DINNER ROLLS AND BUTTER.

**SATURDAY, MARCH 19**

\*DINNER @ \$12.95 PER PERSON

- BAKED LASAGNA (MEAT AND VEGETARIAN), BAKED POTATOES WITH TOPPING, DINNER ROLLS AND BUTTER

**SUNDAY, MARCH 20**

\*BREAKFAST @ \$14.95 PER PERSON

- SCRAMBLED EGGS, BACON, SAUSAGE PATTIES, FRIED POTATOES, BISCUITS AND GRAVY

HOTEL INITIALS \_\_\_\_\_

CLIENT INITIALS *MRB*



**CANCELLATION POLICY**

Either the Hotel or Group may cancel this contract without cause at any time prior to the event by paying to the other party liquidated damages (agreed not to constitute a penalty) based on the following scale:

More than six(6) months from arrival date (40% of estimate revenue)	\$13,944.00
Less than six(6) months to one(1) month from arrival date (75% of estimate revenue)	\$26,145.00
Less than one(1) month up to arrival date (90% of estimate revenue)	\$31,374.00

Cancellations made under this provision shall be made by the canceling party to the non-canceling party by written notice and payment of the liquidated damages due at that time.

Failure to remit payment when due will result in Group's cancellation of this Agreement and Group shall be liable for the Cancellation Fee as set forth herein.

**FORCE MAJEURE**

The parties' performance under this Agreement is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, restriction on food, beverage or other supplies or any other emergency of a comparable nature beyond the parties' control, making it impossible, illegal or which materially affects a party's ability to perform its obligations under this Agreement. In order to terminate this agreement under this provision, the terminating party must provide written notice to the other party within five (5) days of the occurrence of any of these events. In the event of termination by the Hotel under this section, the Hotel shall refund all deposits and/or prepayments made by the Group within five (5) days of the notice of termination.

**GUARANTEE COUNTS**

In arranging for private functions, the final attendance must be received by the Catering Office no later than 11:00 a.m. three (3) working days prior to the commencement of the function. This number will be considered a guarantee, not subject to reduction, and charges will be made accordingly. Please provide the guarantees on the following days\*:

Day of Function:	Guarantee due on the preceding:
Saturday, Sunday, or Monday	Wednesday
Tuesday	Thursday
Wednesday	Friday
Thursday	Monday
Friday	Tuesday

\*National Holidays are not considered working days and should be taken into consideration when submitting guarantees.

The Hotel will be prepared to serve 3% more than the guaranteed number of attendees and cannot be responsible for service to more than 3 % over the guarantee for groups of up to 1,000 persons. For groups more than 1,000 persons, a maximum of 30 person overset will apply. If the guarantee is raised within the 72 hours, the 3% over set will not apply, and the guarantee then becomes the set.

**TAXES**

All federal and local taxes / charges which may be imposed or be applicable to this agreement and to the service rendered by the Hotel are in addition to the prices herein agreed upon, and the Group agrees to pay them. Groups that are tax exempt in the State of Kentucky must provide a copy of their 6% tax exemption certificate at the time of signing this agreement to qualify.

**FOOD AND BEVERAGE**

No food and beverage of any kind may be brought into the Hotel by the Group or any of the Group's guests or invitees.

**PAYMENT**

In some instances, the hotel may approve direct billing. The completed request for direct billing form must be received by the hotel at contract signing to be considered for direct billing. Should billing be approved, the balance of the account is due and payable no later than thirty (30) days after the date of the function.

HOTEL INITIALS \_\_\_\_\_

CLIENT INITIALS *MB*

**INDEMNIFICATION AND HOLD HARMLESS**

Hotel agrees to defend, indemnify and hold harmless Group from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees, arising out of or resulting from any act undertaken or committed by Hotel pursuant to the performance of its obligations under this Agreement. Hotel also agrees to defend, indemnify and hold harmless Group from any liability resulting from any claim, action or cause of action, which may be asserted by third parties arising out of Hotel's performance pursuant to this Agreement, except for those actions or liabilities which are due to the misconduct or negligence of the Group.

Group agrees to defend, indemnify, and hold harmless Hotel from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees, arising out of or resulting from any act undertaken or committed by Group or any contractors hired or engaged by the Group in connection with performance of Group's obligations under this Agreement. Group also agrees to defend, indemnify, and hold harmless Hotel from any liability resulting from any claim, action or cause of action, which may be asserted by third parties arising out of the performance of Group's obligations pursuant to this Agreement, except those actions which are due to the misconduct or negligence of Hotel.

**INSURANCE**

Group and Hotel are required to insure their obligations set forth in the section entitled "Indemnification and Hold Harmless" above, and to provide evidence of such insurance upon request. For any activity introduced onto the premises by an outside contractor hired by Group, Group will be fully responsible for the actions of such outside contractor. Upon request, Group will provide a certificate of insurance covering the actions of such outside contractor, naming the Hotel and Hyatt Corporation as additional insureds with regard to the activities of such outside contractor.

**PERMITS/LICENSES**

In the event that the Group's function requires a permit or license from any governing body, local, state or federal, the Group is solely responsible for obtaining such license or permit at Group's expense.

**CHANGES; NOTICE**

Any changes to these terms must be made in writing and signed by both parties to be effective. Any modifications, additions or corrective lining out made on this Agreement will not be binding unless such modifications have been signed or initialed by both parties. Any notice hereunder shall be given to the individuals listed on the first page of this Agreement at the addresses set forth herein. Notice must be given through certified or registered mail, return receipt requested, overnight delivery, with a signature signifying receipt, or by facsimile in order to be effective under this agreement and shall be deemed delivered upon receipt.

**DAMAGES**

Neither party shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, even if such party has knowledge of the possibility of such damages.

**PRIVACY OF PERSONAL INFORMATION**

Hotel complies with the Global Privacy Policy for Guests which is available at <http://privacy.hyatt.com> (the "Privacy Policy"). If applicable, Group agrees to inform guests or event attendees at the hotel ("Guests") where they may access the Privacy Policy. Group affirms that it (and its agent of record, if applicable) is authorized to provide, request, and receive information pertaining to Guests as is necessary pursuant to the Guests' hotel stay, event attendance or under this Agreement. Further, Hotel will protect and use personal data about Guests that Hotel receives in connection with its performance of this Agreement and as set forth in the Privacy Policy.

HOTEL INITIALS \_\_\_\_\_

CLIENT INITIALS YB

**BINDING AGREEMENT**

This Agreement constitutes the full agreed to terms by both parties. Any changes to these terms must be made in writing and signed by both parties to be effective. All prior agreements, verbal or written, are no longer effective once this Agreement is signed by the parties.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
JENNIFER L AMBS  
DIRECTOR OF CATERING AND  
CONVENTION SERVICES  
( HYATT REGENCY LEXINGTON )

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
MARIE G. MURRAY  
CATERING SALES MANAGER  
( HYATT REGENCY LEXINGTON )

Date: 3/8/16

Signature: *Glenn Brown*  
Printed: MR. GLENN BROWN  
DEPUTY CHIEF ADMINISTRATIVE  
OFFICER  
(LEXINGTON FAYETTE URBAN  
COUNTY GOVERNMENT )

HOTEL INITIALS \_\_\_\_\_

CLIENT INITIALS *GB*