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GROUP SALES AGREEMENT

Date Prepared: January 16, 2023

Group Contact: Kristy Stambaugh
Organization: LFUCG – Aging Services
Address: 200 East Main Street
Lexington, KY 40507
Telephone: 859.258.3806
E-mail Address: kstambau@lexingtonky.gov

Name: Senior Appreciation Luncheon

Official Event Dates: Friday, June 16, 2023

Hyatt Sales Manager: Sandy Boyken
Title: Catering Manager
Telephone: 859.519.5134 Fax: 859.254.7430
E-mail Address: sandy.boyken@hyatt.com

LFUCG (“Group”), and Hyatt Regency Lexington (“Hotel”) agree as follows: The Hotel agrees to hold the space listed in this agreement on a tentative basis until February 10, 2023. If this agreement is not fully executed by Group and Hotel by this date, the Hotel will release the space. If an alternate request is received, the Hotel will notify you and you will have forty-eight (48) hours from Hotel notification to return this executed agreement.

| Day | Date | Function | Time | Room | # of guests | F&B Minimum |
|--------|-----------|--------------------|-----------------|------------------|-------------|-------------|
| Friday | 6/16/2023 | Lunch/presentation | 11:30 AM – 2 PM | Regency Ballroom | 200pp | \$4,800.00 |

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 February 10, 2023.

MINIMUM REVENUE COMMITMENT

Room Rental will be waived with a food & beverage minimum of **\$4,800.00**. 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 room rental and will be placed on the Group’s Master Account.

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:

| | |
|--|-----------|
| Contract signing to arrival date (80% of estimate revenue) | \$3840.00 |
|--|-----------|

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 Kentucky State 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

LFUCG – Aging Services is approved for Direct Billing with the Hyatt Regency Lexington.

SERVICE CHARGE

A 25% Service Charge and applicable taxes shall be added to all food and beverage, meeting room rental and audio visual.

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.

To the extent permitted by law, 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. To the extent permitted by law, 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 ensure 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.

EVENT ROOM

The Hotel reserves the right to assign another room for the Customer's functions in the event the room originally designated for such function shall be unavailable or inappropriate, in the Hotel's sole opinion.

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.

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: _____

SANDY BOYKEN
CATERING MANAGER
(HYATT REGENCY LEXINGTON)

Date: _____

Signature: _____

TODD GARVIN
DIRECTOR OF SALES &
MARKETING
(HYATT REGENCY LEXINGTON)

Date: _____

Signature: _____

MAYOR LINDA GORTON
(LEXINGTON FAYETTE URBAN CO.
GOVERNMENT)