

Hilton Lexington/Downtown GROUP SALES AGREEMENT

This Agreement is made and entered into as of **March 12, 2013** by and between **Hilton Lexington/Downtown** (hereinafter referred to as "Hotel") and **Lexington Fayette Urban County Government** (hereinafter referred to as "Group"). Group agrees that the terms of this Agreement are based upon the information provided by Group below. In the event that the information provided by Group materially changes or is incorrect, then this Agreement may be terminated pursuant to Section 5.

SECTION ONE: DESCRIPTION OF THE EVENT

Organization: Lexington Fayette Urban County Government
 Event: FEMA/CSEPP
 Contact Name: Rick Curtis
 Contact Phone: 859-258-3281
 Contact Email: rcurtis@lexingtonky.gov
 Contact Address: 200 East Main Street
 Lexington, KY 40507

SECTION TWO: GROUP ROOM RESERVATIONS

2.1 GUEST ROOM ACCOMMODATIONS:

Hotel will hold the following block of rooms for Group's use. Unless as indicated in this Agreement, Hotel does not guarantee any particular rooms nor does it guarantee that rooms will be in proximity to each other.

2013 FEMA Chemical Stockpile Emergency Preparedness (CSEPP)

	Mon 06/17	Tue 06/18	Wed 6/19
Standard Guest Bedroom	200	200	150
Parlor Room	1	1	1

TOTAL NUMBER OF ROOM NIGHTS: 550

CHECK IN TIME: 3:00PM CHECK OUT TIME: 12:00PM

CUT OFF DATE FOR THE ABOVE ROOM BLOCK: May 18, 2013.
 After this date, the special Group rate cannot be guaranteed.

2.2 GUEST ROOM RATES FOR THE EVENT LISTED ABOVE:

The Hotel is pleased to confirm the following room rates for this Group until **May 18, 2013** for the **2013 FEMA Chemical Stockpile Emergency Preparedness (CSEPP)**

Room	Single Rate	Double Rate
Standard Guest Bedroom	\$100.00	\$100.00
Parlor Room	Comp	Comp

After the cut off dates listed above the rate will be based on availability.

2.2.1 All rates are net **non-commissionable**. Hotel room rates are subject to applicable state and local taxes. Group is tax-exempt; it must present all documentation required by Hotel and pay in the manner specified by Hotel. If Group is claiming tax-exempt status; Group hereby accepts all liability and agrees to indemnify Hotel for all taxes paid and all costs incurred, including attorney fees, if a taxing authority requires that the Hotel remit tax for the room nights covered by this Agreement. Otherwise, Group will be charged all applicable taxes.

2.3 RESERVATIONS:

INDIVIDUAL RESERVATIONS: Each individual guest will make their own reservations by calling **1-859-231-9000**, or toll free **1-877-539-1648** and ask for the group code- **FEMA13**. They must identify themselves as members of Group. All reservations must be guaranteed and accompanied by a first night room deposit or guaranteed with a major credit card. Reservations canceled after 24 hours prior to day of arrival will be charged for the first night's room and tax.

RESERVATION PAYMENT:

Individuals: Room, Tax and Incidentals

Concessions based on 80% consumption of Room Block

- **Event Planner: Rick Curtis**
- **Event Planner Address: 200 E Main Street, Lexington KY 40507**
- **Hilton HHonors Number: _____**
- Hotel offers complimentary airport shuttle service to and from the hotel.
- Hotel offers complimentary parking for all overnight hotel guests.
- Hotel offers complimentary wireless internet in all meeting space.
- Hotel offers the group complimentary wireless internet in all overnight guest rooms. A value of \$9.95 per day.
- Hotel offers the group 1 comp per 40 consumed guest room nights.
- Hotel will offer the group 1 complimentary parlor room for the duration of the event.

SECTION THREE: MEETING ROOM/BALLROOM AND CATERING SERVICE

3.1 MEETING ROOMS FOR THE 2013 FEMA Chemical Stockpile Emergency Preparedness (CSEPP)

Upon the signature of this Agreement, Hotel reserves and Group guarantees payment for the following meeting rooms space for the specified days/times at the following room rental fees:

Date	Start Time	End Time	Function	Room	Setup	Qty	Room Rental
6/17/2013	7:00 AM	5:00 PM	Office	Saddlebred Board Room		10	Waived
6/17/2013	7:00 AM	5:00 PM	Office	Arabian Board Room		10	Waived
6/18/2013	7:00 AM	8:30 AM	Registration	Top of Escalator	Registration	2	Waived
6/18/2013	7:00 AM	9:00 AM		Top of Escalator		300	Waived
6/18/2013	7:00 AM	5:00 PM	Meeting	Grand Ky - Salon A,B&C	Theater	300	Waived
6/18/2013	7:00 AM	5:00 PM	Breakout	Bluegrass Room-Salon A	Theater	50	Waived
6/18/2013	7:00 AM	5:00 PM	Breakout	Triple Crown Room	Theater	50	Waived
6/18/2013	7:00 AM	5:00 PM	Breakout	Grand Ky - Salon D	Theater	50	Waived
6/18/2013	7:00 AM	5:00 PM	Breakout	Bluegrass Room-Salon B	Theater	50	Waived
6/18/2013	7:00 AM	5:00 PM	Office	Arabian Board Room		10	Waived
6/18/2013	7:00 AM	5:00 PM	Office	Saddlebred Board Room		10	Waived
6/18/2013	7:00 AM	5:00 PM		Blackberry Lily Room			Waived
6/18/2013	7:00 AM	5:00 PM		Crimson Clover Room			Waived
6/18/2013	7:00 AM	5:00 PM		Lily of the Valley Room			Waived
6/18/2013	7:00 AM	5:00 PM		Magnolia Room			Waived
6/18/2013	1:45 PM	2:00 PM	Break	Top of Escalator		300	Waived
6/18/2013	5:00 PM	12:00 AM	Reception (F&B)	Magnolia Room	Reception	300	Waived
6/19/2013	7:00 AM	7:00 AM	Office	Saddlebred Board Room		10	Waived
6/19/2013	7:00 AM	7:00 AM	Office	Arabian Board Room		10	Waived
6/19/2013	7:00 AM	8:30 AM	Registration	Top of Escalator	Registration	2	Waived
6/19/2013	7:00 AM	9:00 AM		Top of Escalator		300	Waived
6/19/2013	7:00 AM	5:00 PM	Meeting	Grand Ky - Salon A,B&C	Theater	300	Waived
6/19/2013	7:00 AM	5:00 PM	Breakout	Bluegrass Room-Salon A	Theater	50	Waived
6/19/2013	7:00 AM	5:00 PM	Breakout	Triple Crown Room	Theater	50	Waived
6/19/2013	7:00 AM	5:00 PM	Breakout	Grand Ky - Salon D	Theater	50	Waived
6/19/2013	7:00 AM	5:00 PM	Breakout	Bluegrass Room-Salon B	Theater	50	Waived
6/19/2013	7:00 AM	5:00 PM		Magnolia Room			Waived
6/19/2013	7:00 AM	5:00 PM		Blackberry Lily Room			Waived
6/19/2013	7:00 AM	5:00 PM		Crimson Clover			Waived

6/19/2013	7:00 AM	5:00 PM		Room Lily of the Valley Room			Waived
6/20/2013	7:00 AM	10:00 AM		Arabian Board Room			Waived
6/20/2013	7:00 AM	10:00 AM		Saddlebred Board Room			Waived

Hotel reserves the right to assign and change specific meeting rooms space at its discretion. Group must obtain final approval from Hotel before publishing meeting room names. If Group requests a specific meeting room that is already booked, Group shall be granted first option to occupy the specified room if the group currently occupying the room cancels its agreement. Hotel shall inform Group via telephone that the room is open. Group must respond within five business days or Hotel will be entitled to book another event in the specified room.

The above space will be available at the rate \$16,000.00 for the duration of your event to include prearranged AV Meeting packages. Meeting room rental is subject to all applicable local and state taxes. If Group modifies the room block or food and beverage functions, the Hotel reserves the right to increase meeting room rental charges accordingly.

CATERING SERVICES: A minimum of \$0.00 in food and beverage must be spent at your function (the "Guaranteed Amount"). This Guaranteed Amount does not include room rental, meeting space rental, service charges, tax and labor charges, audio-visual, parking or any other miscellaneous charges incurred. Group is required to pay Hotel the full Guaranteed Amount, regardless of whether Group actually charges that amount. Group is required to pay Hotel any amounts exceeding the Guaranteed Amount.

3.2 FOOD & BEVERAGE POLICY: Due to licensing and insurance requirements, all food and beverage to be served on Hotel Banquet floor must be supplied and prepared by Hotel. In addition, no remaining food or beverage shall be removed from the premises. At the conclusion of the function, such food and beverage becomes the property of Hotel. Menu prices will be confirmed 3 months prior to scheduled function.

Food and beverage prices are subject to the prevailing service charge and applicable taxes. Final menu selections must be submitted to Hotel's Catering Officer at least 30 days in advance; otherwise, items selected cannot be guaranteed. At the time final menu selections are made, Group shall review, approve and initial the final menu. Other than specifically stated in the approved menu (or otherwise agreed in a separate writing signed by Group and the (General Manager or his designee), Hotel will not be responsible for any specific dietary requests or requirements.

The Catering Office must be notified of the guaranteed attendance no later than noon 3 business days prior to the scheduled function. Guaranteed attendance for functions scheduled Monday or Tuesday must be received by noon on the preceding Friday. Guarantees of attendance are not subject to reduction and Hotel will charge the Master Account, at a minimum, the amount due in accordance with the guaranteed attendance.

Group will have available an authorized representative at the event who will be presented a check prior to the conclusion of the event. Such representative shall verify that all charges are correct and consistent with this Agreement and any changes and shall sign off on such check.

SECTION FOUR: BILLING/CREDIT PROCEDURES

4.1 Billing for all charges must be established prior to the event with either a credit card, full cash deposit or an approved Master Account. **Paying upon departure is not an approved form of payment.**

4.2 MASTER ACCOUNT: The manner of payment of the Master Account shall be established upon approval of Group's credit. Group must complete the attached direct billing application and return to Hotel upon the execution of this Agreement. **Direct billing is a privilege and can only be authorized by the Hotel after a credit check has been approved.** If Group has been approved for Direct Billing, all charges will be billed to the Master Account and will be direct billed to Group and paid as provided herein.

4.3 INCIDENTALS: Individual guests are to be responsible for incidental expenses; the guest will be expected to leave a valid credit card with the hotel at the time of check-in. It will be Group's responsibility to inform its members of this requirement.

CREDIT CARD INFORMATION: Group may pay all or part of its obligation under this Agreement by credit card; provided that Group fills in the attached form. If Group fails to pay any of its obligations within 30 days of Hotel's invoice date, Hotel is authorized to charge the credit card listed for all such obligations.

4.4 SERVICE CHARGE: The prevailing Service Charge will be added to all Banquet Charges.

SECTION FIVE: CANCELLATION/MODIFICATION

5.1 CANCELLATION OF ROOM RESERVATIONS:

Guests are responsible for paying for their own accommodations. Deposits (taken either in cash or by credit card) are refunded only if notice is received 24 hours prior to day of arrival and cancellation number must be obtained by guest.

5.2 GROUP'S CANCELLATION: Group and Hotel have entered into a binding commitment. The Hotel is committed to providing the rooms and services specified in this Agreement and the Hotel has offered special rates and other concessions based upon anticipated revenues for your event. The anticipated revenue includes the revenue from the total number of sleeping rooms you have requested as well as the revenue received from the food and beverage services you may have requested and any ancillary services, such as in-room movies, telephone tolls, room service and other charges.

If Hotel cancels this Agreement or is unable to provide the requested rooms or meeting space, the Hotel will work with Group to arrange alternative accommodations and space at the prices set forth herein. Hotel will arrange for comparable space in the same vicinity of the Hotel and shall provide, without charge, necessary transportation between the alternative site and the Hotel. Hotel's liability is limited to these remedies and Hotel shall not be liable for any consequential, punitive or special damages.

If Group decides to cancel this Agreement, reduce the size of your meeting and/or attendance, or reduce the amount of food and beverage services, you agree that the Hotel will suffer damages. Such damages will be a result of Hotel's inability to offer your unused space or services to another group and /or the cost to the hotel of trying to re-sell this space/services. The exact amount of damages will be difficult to determine. Therefore, you agree that the following group performance clause in 5.3 and cancellation clause in 5.4 are a reasonable effort by the parties to agree in advance on the amount of damages. It is agreed that these amounts will be due regardless of the Hotel's ultimate ability to re-sell some or all of the space or services.

5.3 GROUP PERFORMANCE

If Group does not utilize 80% of the room block above, there will be a charge, agreed not to be a penalty, equal to the average group rate times the number of rooms not utilized below [80%] of the room block. This charge will only apply to rooms that are not resold and to rooms that remain available for sale. These charges are subject to Hotel's duty to mitigate its damages by making a reasonable effort to resell the rooms not utilized. Prior to the billing and payment, Hotel must submit to Group a copy of Hotel's city ledger or daily report showing the rooms that were not resold and were available for sale. Hotel agrees that after receipt of this payment it will not seek additional damages for not utilizing the full room block.

5.4 CANCELLATION OF CONTRACT FOR The 2013 FEMA Chemical Stockpile Emergency Preparedness (CSEPP) Meeting. Group agrees that if it cancels this Agreement for any reason, the Hotel will suffer damages. The closer in time the cancellation occurs, the greater the damages will be. Therefore, Group agrees to pay Hotel at the time of cancellation the fees as follows:

<u>If cancellation is...</u>	<u>Group Pays</u>
More than 6 months prior to arrival date:	Amount equal to 25% of total anticipated revenue
More than 3 months, less than 6 months prior arrival date:	Amount equal to 50% of total anticipated revenue
Less than 3 months prior to arrival date:	Amount equal to 100% of total anticipated revenue

SECTION SIX: MISCELLANEOUS

6.1 SIGNS AND DISPLAYS/USE OF HOTEL NAME: Group shall not display signs in Hotel nor use the name/logo of the Hotel in any promotional brochures or ads without prior approval of the General Manager of Hotel. It is further agreed that no sign, banner or display shall be affixed to any part of Hotel. Any damages caused to the walls, fixtures or carpet will be billed to Group.

6.2 SECURITY: Hotel may, in its sole discretion, require Group to take certain security measures in order to maintain security in light of the size or nature of the function. Such security measures may include the requirement to hire sufficient security personnel from a reputable agency that is approved by the Hotel prior to the function.


6.3 SHIPPING AND PACKAGES: In the event Group will be shipping packages to Hotel, Group must notify Hotel at least one week in advance. All packages sent to Hotel should include the name of Group, date of program and number of items.

Shipment should arrive no earlier than three (3) days prior to event. Hotel accepts no responsibility or liability for the delivery, security or condition of the packages.


6.4 PARKING: Self-parking for overnight guest is complimentary. Hotel will offer the group discounted parking vouchers for any non registered hotel guests at \$5.00 per voucher per day to be charged back to the group master account.

6.5 SIGNING AUTHORITY: The following individuals have the proper authority to sign for the Master Account and/or act on behalf of and bind the Group pursuant to the terms of this Agreement:

Name: Denisa Robinson

Signature: 

Name: Rick Curtis

Signature: 

6.6 HOTEL CONTACT/NOTICES: All notices, offers, acceptances, requests and other communications hereunder shall be in writing and shall be deemed to delivered if hand delivered or sent by overnight Express, or certified or registered mail to the Group contact on the first page of this Agreement, or, if to Hotel, to the following address: 369 West Vine Street, Lexington, KY 40507 Attn: Shawnda Pulley. Hotel may change Hotel's designated contact at any time upon notice. Any notice will not bind hotel unless delivered to Hotel in the manner specified herein.

SECTION SEVEN: GENERAL PROVISIONS

7.1 DAMAGE CLAUSE: To the extent allowable by law, in the unlikely event that damage to any Hotel property occurs as a result of any guest related to Group, Group agrees to assume all liability and expense and agrees that, in addition to any other rights as against such guest or others, Hotel may charge Group's Master Account or directly bill Group for all such charges. Group shall indemnify, defend and hold harmless Hotel and its officers, directors, partners, affiliates, members and employees from and against all demands, claims, damages to persons and/or property, losses and liabilities, including reasonable attorney fees (collectively "Claims") arising out of or cause by Group's negligence or misconduct. Group shall not have waived or be deemed to have waived, by reason of this paragraph, any defense, including sovereign immunity, that it may have with respect to such claims.

7.2 GROUP'S PROPERTY: Group agrees and acknowledges that Hotel will not be responsible for the safe-keeping of equipment, supplies, written material or other valuable items left in function rooms, guest rooms or anywhere on Hotel property other than the Hotel safe. State laws will govern Hotel's liability for items stolen in guestrooms or items kept in Hotel's safe. Accordingly, Group agrees that it will be responsible to provide security of any such aforementioned items and hereby assumes responsibility for loss thereof. Group may not rely on any verbal or written assurances provided by Hotel staff, other than as provided in this Agreement.

7.3 INSURANCE: Property of Group is the sole responsibility of the Group and/or its owner. Group agrees that it has procured sufficient insurance to cover the loss of such property. Group hereby waives any claims under Hotel's insurance policy for the loss of Group's property or the property of any of its attendees or invitees.

7.4 FORCE MAJEURE: The performance of this Agreement is subject to any circumstances making it illegal or impossible to provide or use Hotel facilities, including Acts of God, war, government regulations, disaster, strikes, civil disorder or curtailment of transportation facilities. This Agreement may be terminated for any one of the above reasons by written notice from Hotel.

7.5 DISPUTE RESOLUTION: Hotel and Group agree to use its best efforts to resolve any disputes under this Agreement through informal means. In the unlikely event that formal action must be taken, this Agreement will be interpreted in accordance with the laws of the State in which the Hotel is situated and the exclusive venue for any dispute arising out of this Agreement shall be in the county or city in which the Hotel is situated. The prevailing party to any litigation shall be entitled to recover, in addition to damages, all legal costs and reasonable attorney fees as fixed by the Court, both at the trial and appellate levels, and in any bankruptcy case and post judgment proceedings.

To the extent allowed by law, the parties hereto hereby waive the right to a jury trial in any action or proceeding regarding this Agreement.

7.6 ENTIRE AGREEMENT: This Agreement and any Exhibits hereto constitute the entire agreement between the parties and supersede any previous communications, representations or agreements, whether written or oral. Any changes to this Agreement must be made in writing and signed by authorized representative of each party.

7.7 MISCELLANEOUS: The persons signing this Agreement for Hotel and Group each warrants that they are authorized to bind the Hotel and Group, respectively. Any provision of this Agreement that is deemed unenforceable shall be ineffective

to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement.

7.8 NO ASSIGNMENT: Group may not assign or transfer this Agreement or any part thereof without the written consent of Hotel. Any attempted assignment or transfer by Group without such consent may, at the option of Hotel, be deemed to be a cancellation of this Agreement by Group, in which case Group shall remain liable for all cancellation charged set forth herein.

7.9 PAYMENT: Payment of all invoices is due upon receipt. Invoices remaining unpaid after 30 days of the invoice date will incur an interest charge of the less-or of 18% or the highest amount allowed by law. Group shall be responsible for all collection fees, attorney fees or other costs in connection with Hotel's attempt to collect all amounts due hereunder. No payment by Group or receipt by Hotel of a lesser amount than any installment or payment of amounts due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any check or 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 such instalment or pursue any other remedies available to Hotel under this Agreement or in law or in equity. If the Master Account remains unpaid after 60 days, in addition to other remedies, Hotel may, at its sole option, elect to cancel subsequent and future arrangements, agreements or functions at the Hotel made by Group without penalty and upon written notice.

7.10 RIGHT OF HOTEL TO TERMINATE: If any information provided by Group to Hotel regarding Group's financial status, its activities, purpose or other material information about Group changes or is incorrect, Hotel shall terminate this Agreement in whole or part and Group will be liable for all payments due pursuant to Section 5 above.

7.11 RIGHT OF INSPECTION/ENTRY: Hotel will have the right to enter and inspect all functions. If Hotel observes any illegal activity or activity that may result in harm to persons or objects, Hotel has the right to immediately cancel the event, in which case all of Group's guests and invitees must immediately vacate the meeting room premises. In such event, Group will remain liable for all fees and charges related to the function pursuant to the terms of this Agreement.

ACCEPTANCE OF CONTRACT

If a signed original of this Agreement has not been received by the Hotel prior to **March 29, 2013**, Hotel shall have the right to contract with other parties for the use of the room block, meeting room and catering services without further notice to Group. In the event Hotel has a request for the rooms requested by Group prior to **March 29, 2013** and Hotel has not received Group's signed Agreement, Hotel will contact the Group for a decision. In such event, if Hotel does not receive Group's signed Agreement within five (5) working days, Hotel will have the right to contract with another party without any further notice to Group.

IN WITNESS WHEREOF, Hotel and Group have executed this Agreement in manner and form sufficient to bind them as of the date and year set forth on page one of this Agreement:

**New Castle Hotels & Resorts
COMPANY, LLC, AS AGENT,
DBA Hilton Lexington/Downtown
Lexington, KY**

Lexington Fayette Urban County Government

By: Shawnda Pulley

Name: 

Title: Senior Sales Manager

Date: 3/12/13

By: John Gennusa

Name: 

Title: Director of Sales and Marketing

Date: 3/12/13

By: Mayor Jim Gray

Name: 

Title: Mayor

Date: 5/2/2013