

Hilton Lexington/Downtown

GROUP SALES AGREEMENT

This Agreement is made and entered into as of **September 4, 2014** 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: Kentucky Cyber Security Summit

Contact Name: Mayor Jim Gray

Contact Phone: 859-258-3115

Contact Address: 200 East Main Street Lexington, KY 40507

SECTION TWO: GROUP ROOM RESERVATIONS

N/A

SECTION THREE: MEETING ROOM/BALLROOM AND CATERING SERVICE

3.1 MEETING ROOMS:

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	Agr	Room Rental
10/6/2014	8:00 AM	9:00 AM	Continental Breakfast	Grand Ky - Salon A & B	As Is	150	Waived Based
10/6/2014	8:00 AM	4:30 PM	General Session	Grand Ky - Salon A & B	Rounds	150	On F&B
10/6/2014	10:00 AM	11:00 AM	Break	Grand Ky - Salon A & B	As Is	150	Minimum
10/6/2014	12:00 PM	1:00 PM	Lunch	Grand Ky - Salon C	Rounds	150	
10/6/2014	2:00 PM	3:00 PM	Break	Grand Ky - Salon A & B	As Is	150	

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.

3.2 CATERING SERVICES: A minimum of \$5,000.00 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.

3.3 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 guarantee 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.

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:

4.3 Service Charge / Administrative Fee and Sales Tax

A service charge of 11% is added to all functions for payment to the hourly paid wait staff and service associates engaged in the service of the event. An Administrative Fee of 22% is added to all function and event orders to defray overhead costs of the hotel related to the administration of this event. No part of the administrative fees is purported to be a tip or gratuity. Notwithstanding the foregoing, the hotel, at its sole discretion, may choose to share a portion of the administrative fee with hotel employees, but has no obligation to do so.

Kentucky law states that the service charges, Administrative Fees and Labor Charges are all subject to sales taxes. Sales taxes will be compiled in strict accordance with federal, state/provincial and local tax regulations on other charges.

PLEASE INITIAL: _____.

SECTION FIVE: CANCELLATION/MODIFICATION

5.1 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 liquidated damage clauses 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 CANCELLATION OF CONTRACT: 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 a liquidated damages fee, as follows:

If cancellation is...	Group Pays
More than 30 days, less than 60 days prior arrival date:	Amount equal to 50% of total anticipated revenue
Less than 30 days 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 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: _____ Signature: _____

Name: _____ Signature: _____

6.5 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: Amy Grey. 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: 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 intentional misconduct. Group shall not have waived or be deemed to have waived, by reason of this paragraph, any defense 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 installment 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 **September 15, 2014**, 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 **September 15, 2014** 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: Amy Grey

By: Mayor Jim Gray

Signature: _____

Signature: _____

Title: Director of Catering

Date: _____

Date: _____

By: John Gennuso

Signature: _____

Title: Director of Sales and Marketing

Date: _____