



HYATT REGENCY LEXINGTON

September 11, 2012

**CATERING CONTRACT**

ALL RESERVATIONS AND AGREEMENTS are made upon, and are subject to, the rules and regulations of the Hotel and the following conditions:

Your private function has been booked on a first option tentative basis:

GROUP NAME: LFUCG  
FUNCTION NAME: AWARDS DINNER  
CONTACT NAME: SHARAAN COLLINS  
ADDRESS: 150 EAST MAIN STREET  
LEXINGTON, KY 40507  
PHONE NUMBER: (859) 258-3615

Day	Date	Function	Time	Set Up	# of guests
Tue	5/7/13	Reception/Dinner	5:30 PM - 9:30 PM	Rds of 10	500

**DEFINITE BOOKING**

Once you sign and return this letter, your reservation will be confirmed and considered a definite booking. This signed contract is due on 9/21/12.

**MINIMUM REVENUE COMMITMENT**

Based on the approximate number of guests set forth above, a minimum of \$10,000.00 in banquet food will be spent at your function. This minimum does not include guestroom charges, service charges, tax, labor charges, audiovisual, or any other miscellaneous charges incurred. Should your final count drop below the approximate number of guests listed above, we will be happy to advise you on additional alternatives in food and beverage which will bring you back up to the agreed upon minimum revenue figures for your function.

**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:

Less than six(6) months to one(1) month from arrival date	\$2500.00
Less than one(1) month up to arrival date	\$5000.00

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.

Customer Initials \_\_\_\_\_

Hotel Initials  \_\_\_\_\_

**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 Customer agrees to pay them.

Groups that are tax exempt in the State of KENTUCKY must provide a copy of their KY 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 or Convention Center by the Customer or any of the Customer's guests or invitees.

**CONTINGENCY**

Performance of the agreement is contingent upon the ability of the Hotel to complete same and is subject to labor, disputes, strikes or picketing, accidents, government (federal, state, local) requisitions, restrictions upon travel, transportation, food, beverage or supplies and other causes, whether enumerated herein or not, which are beyond the control of the Hotel. In no event shall the Hotel be liable for the loss of profit or other similar or dissimilar collateral of consequential damages, whether based on breach of contract, warranty or otherwise. In no event shall the Hotel's liability be in excess of the total amount of the food and beverages contracted heretofore.

**PAYMENT**

In some instances, the hotel may approve direct billing. The completed request for direct billing form must be received by the hotel no later than 30 days prior to your function 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.

**SERVICE CHARGE**

A 24% Service Charge and applicable taxes shall be added to all food and beverage.

**LIABILITY**

The Customer agrees to be responsible for any damage done to the function rooms or any other part of the Hotel by the Customer, his guest, invitees, employees, independent contractors or other agents under the Customer's control. The Hotel will not assume or accept any responsibility for damage to or loss of any merchandise or articles left in the hotel prior to, during or following the Customer's function.

Customer Initials \_\_\_\_\_

Hotel Initials   *GH*

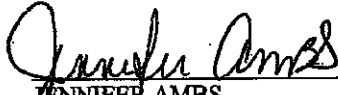
**PERMITS/LICENSES**

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

**AGREEMENT**

The agreement shall be considered accepted once both parties have signed below. It is our understanding that you are empowered by your organization to make these arrangements. A signature delivered by facsimile or electronic means will be considered binding for both parties.


Date: 9/11/12

Signature:   
JENNIFER AMBS  
DIRECTOR OF CATERING &  
CONVENTION SERVICES  
(HYATT REGENCY LEXINGTON)

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

Signature: \_\_\_\_\_  
Printed: MAYOR JIM GRAY  
(LFUGG)

Date: 9/11/12

Signature:   
Printed: ROBERT NEE  
DIRECTOR OF SALES &  
MARKETING  
(HYATT REGENCY LEXINGTON)