



HYATT REGENCY LEXINGTON  
401 W HIGH STREET

LEXINGTON, KY 40507- US

Telephone: (859) 253-1234  
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## GROUP SALES AGREEMENT

Date Prepared: October 18, 2011

Group Contact: EVELYN BOLOGNA

Title: DIRECTOR

Organization: BLUEGRASS WHEELCHAIR BB

Address: LFUCG/DEPT PARKS & REC  
545 N UPPER ST  
LEXINGTON, KY 40508-1481

Telephone: (859) 288-2916 Fax: (859) 254-0142 E-mail: evelynb@lexingtonky.gov

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Function Name: ANNUAL TOURNAMENT

Official Event Dates: 2/2/2012 Thursday - 2/5/2012 Sunday

Hyatt Sales Manager: JULIE A LEWIS

Title: SALES MANAGER

Telephone: (859) 519-4214 Fax: (859) 254-7430 E-mail: jlewis@hyattlexington.net

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BLUEGRASS WHEELCHAIR BB (Group) and HYATT REGENCY LEXINGTON (Hotel) agree as follows:

### **FIRST OPTION**

The Hotel agrees to hold the space listed in this agreement on a tentative basis until 11/15/2011. If this agreement is not fully executed by Group and Hotel by 11/15/2011, 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.

### **GUEST ROOM BLOCK**

Date	Day	Standard Guest Rooms	One Bedroom Deluxe Accessible Suite	Accessible Guest Rooms	Total Sleeping Rooms
2/2/2012	Thursday	77	1	12	90
2/3/2012	Friday	77	1	12	90
2/4/2012	Saturday	77	1	12	90
2/5/2012	Sunday	0	0		0

Total Room Nights: 270

### **GUEST ROOM RATES**

The Hotel confirms the following guest room rates:

Single Occupancy:	\$ 99.00
Double Occupancy:	\$ 99.00
Triple Occupancy:	\$ 99.00
Quadruple Occupancy:	\$ 99.00
One Accessible, One Bedroom Suite:	Complimentary

Room rates are quoted exclusive of applicable state and local taxes (which are currently 13.4%) or applicable service, or hotel specific fees in effect at the Hotel at the time of the meeting.

### **RESERVATION METHOD**

Reservations may be made, modified or canceled by the meeting planner or designate, who may enter reservations as they are received using the on-line reservation form accessible at <http://manage.passkey.com> (The hotel will supply a user name and password if the planner does not already have one). Reservations must be made on or before the cut off date. Reservations may also be made by rooming list that will be submitted to the hotel on or before the cut off date.

### **NON-COMMISSIONABLE**

These rates are confirmed on a net non-commissionable basis.

### **CUT-OFF DATE**

The "cut-off date" is 1/13/2012. Reservation requests received after the cut-off date will be based on availability at the Hotel's prevailing rates and will be credited to the Group's Guest Room Block.

### **FUNCTION SPACE COMMITMENT**

The Hotel is currently holding function space based on the attached Program of Events. This is considered to be a firm commitment by the Group and any increase or decrease to that commitment may result in a modification of room rental by the Hotel. All function and meeting space is assigned by the Hotel according to the number of persons guaranteed to attend the Group's function. The Hotel reserves the right to reassign the space listed on the Program of Events to accommodate both the Group and all other groups using the Hotel's facilities during the Group's meeting. A failure to submit a finalized Program of Events to the Hotel by 1/4/12 may result in a release by the Hotel of the space being held for the Group and/or a reassignment to space more suitable for the finalized Program of Events once submitted. The Group agrees to promptly notify the Hotel of any changes in its function space requirements.

Meeting room rental for this program is complimentary. (All fees for meeting and function space are subject to applicable taxes.)

### **DELIVERIES**

Special Arrangements must be made for receiving any equipment, goods, displays or other materials that will be sent, delivered or brought into the Hotel. Failure to do this may result in deliveries being refused or materials unavailable when required. The hotel's receiving entrance is open from 7:30AM to 5:00PM, Monday thru Friday. Any materials being sent to the hotel must be marked as follows: 1) Return Address, 2) Name of Group Affiliation, 3) Meeting room name and date, 4) Group contact, 5) Name of person that will claim package, 6) Date of that person's arrival.

### **CONCESSIONS**

In the event that the Group actualizes 85 percent (85%) of the aforementioned room block, the Hotel, as a special consideration to the Group, will provide:

- Six (6) complimentary guest rooms check-in 2/2/12; checking out 2/5/12. These guest rooms are for use by the Group and not by employees of LFUCG. Should the Group's actualized guest room block pick up below 85 percent (85%) of the aforementioned room block, three (3) of the complimentary rooms will be assessed a discounted room rate of \$75 per night..
- One (1) Complimentary One-bedroom Suite for arrival Thursday, February 2, 2012 and departure Sunday, February 5, 2012. This suite will be used as the tournament headquarters during the event.

### **HOTEL SPONSORSHIP OF TOURNAMENT**

The Hotel is an official sponsor of the Bluegrass Invitational Wheelchair Basketball Tournament for 2011. Based on 85% actualization of the confirmed guest room block, the Hotel will allow the Group to purchase food and beverage for the Friday night event at a 30% discount off 2012 banquet menu pricing. The reception menu will be "Chef's Selection" and will include (4) four hot and (3) three cold hors d'oeuvres. Menu items will be similar to past BGIT events in 2010 & 2011. Cash bar with (1) one bartender @\$60 each for the first 2 hours. Each additional hour is \$10 per bartender. The minimum retail value of the event must be \$2500.00. Additionally, there is a service charge of 24%, which is calculated on the retail value total. The LFUCG is state sales tax exempt. Group will provide Hotel with a copy of the tax exempt certificate prior to the event.

### **CREDIT ARRANGEMENTS**

**Direct billing requested.** The completed direct billing request must be received by the hotel with your signed contract to be considered for direct billing. Should billing be approved, the balance of the account is due and payable upon receipt. Finance charges will apply for any past due balances. If direct billing is not approved, then one of the two other options above must be used.

### **REBOOK**

Group agrees not to cancel this agreement for the purpose of holding this event in another city or facility. If Group cancels this event for any other reason, Group agrees to reschedule another event of the same or greater revenue within twelve months of cancellation.

### **RIGHTS OF TERMINATION FOR CAUSE**

Except as otherwise provided in this Agreement, neither party shall have the right to terminate their obligations under this Agreement. Either party may terminate this Agreement for any one or more of such reasons upon written notice to the other party within five (5) days of such occurrence or receipt of notice of any of the following occurrences. This Agreement is, however, subject to termination for cause without liability to the terminating party, under any of the following conditions:

a. The parties' performance under this Agreement is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, 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.

b. In the event that either party shall make a voluntary or involuntary assignment for the benefit of creditors or enter into bankruptcy proceedings prior to the date of the Group's meeting, the other party shall have the right to cancel this Agreement without liability upon written notice to the other.

c. The Hotel shall promptly notify the Group if there is a change in the management company which operates the Hotel prior to the meeting, in which event Group shall have the right to terminate this Agreement without liability upon written notice to the Hotel.

d. 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.

### **INDEMNIFICATION AND HOLD HARMLESS**

To the extent allowed by law the 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 allowed by law the 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 the 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. This shall not be deemed a waiver of sovereign immunity of any other third party defense available to Group.

### **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, up to one million dollars per occurrence or 2 million dollars aggregate for CGL coverage.. Upon request, Group will provide a certificate of insurance

covering the actions of such outside contractor, naming the Hotel Owner and Hyatt Corporation as additional insured's with regard to the activities of such outside contractor.

#### **PRIVACY POLICY**

Hotel complies with the Global Privacy Policy for Guests which is available at <http://privacy.hyatt.com> (the "Privacy Policy"). Group shall make the guests of Group who stay at the Hotel ("Group's Guest") aware of the Privacy Policy. Group affirms to the Hotel that Group is entitled to disclose the personal information of the Group's Guests to the Hotel, and to receive personal information of the Group's Guests from the Hotel, as is necessary in connection with the Group Guest's stay at the Hotel.

#### **AMERICANS WITH DISABILITIES ACT**

Compliance by the Hotel - The Hotel shall be responsible for complying with the public accommodations requirements of the Americans with Disabilities Act (ADA) not otherwise allocated to the Group in this agreement, including: (i) the 'readily achievable' removal of physical barriers to access to the meeting rooms, sleeping rooms, and common areas (e.g., restaurants, rest rooms, and public telephones); (ii) the provision of auxiliary aids and services where necessary to ensure that no disabled individual is treated differently by the Hotel than other individuals; and (iii) the modification of the Hotel's policies, practices, and procedures applicable to all guests and/or groups as necessary to provide goods and services to disabled individuals (e.g., emergency procedures and policy of holding accessible rooms for hearing and mobility impaired open for disabled individuals until all remaining rooms are occupied). Any extraordinary costs for special auxiliary aids requested by the Group shall be borne by the Group provided the Hotel notifies the Group of such cost in writing.

Compliance by the Group - The Group shall be responsible for complying with the following public accommodations requirements of ADA: (i) the 'readily achievable' removal of physical barriers within the meeting rooms utilized by the Group which the Group would otherwise create (e.g., set-up of exhibits in an accessible manner) and not controlled or mandated by the Hotel; (ii) the provision of auxiliary aids and services where necessary to ensure effective communication of the Group's program of disabled participants (e.g., Braille or enlarged print handouts, interpreter or simultaneous videotext display); and (iii) the modification of the Group's policies, practices and procedures applicable to participants as required to enable disabled individuals to participate equally in the program.

Mutual Cooperation in Identifying Special Needs - The Group shall identify in advance any special needs of disabled registrants, faculty and guests requiring accommodation by the Hotel and will notify the Hotel of such needs for accommodation in writing as soon as they are identified to the Group. Whenever possible, the Group shall copy the Hotel on correspondence with attendees who indicate special needs as covered by ADA. The Hotel shall notify the Group of requests for accommodation which it may receive otherwise than through the Group to facilitate identification by the Group of its own accommodation obligations or needs as required by ADA.

#### **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.

#### **WAIVER**

If one party agrees to waive its right to enforce any term of this Agreement, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Agreement.

#### **BINDING AGREEMENT**

This Agreement, along with the attachments called The Program of Events and the Hotel's Information Sheet, which are incorporated herein by reference, are all of the terms agreed to by the 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.

#### **ENFORCEABILITY**

If any provision of the Agreement is unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

#### **FACSIMILE SIGNATURES**

This signature page may be signed by the parties and sent by electronic transmission (facsimile) and shall be acceptable to the Hotel to hold the space; provided, however, that if the Hotel does not receive the Agreement executed by the Group with the original signature without any further changes within seventy-two (72) hours of the date shown on the facsimile signature page, the Hotel reserves the right not to hold the space and otherwise to avoid any obligations under this Agreement.

When signed by representatives of both parties, this Agreement, (which includes The Program of Events and the Hotel's Information Sheet) constitutes a binding agreement between the Group and the Hotel.

By the Hotel's  
Authorized Representative

By:  
Name: JULIE A LEWIS  
Title: SALES MANAGER  
Date: \_\_\_\_\_

By:  
Name: ROBERT L NEE  
Title: DIRECTOR OF SALES AND MARKETING  
Date: \_\_\_\_\_

By the Group's  
Authorized Representative

By:  
Name: MAYOR JIM GRAY  
Title: MAYOR  
Date: \_\_\_\_\_

#### **HYATT REGENCY LEXINGTON HOTEL POLICIES AND INFORMATION**

#### **CHECK-IN:**

The hotel check-in time is 3:00 PM. Room assignment prior to that time is on an availability basis.

Upon check-in, guests will be asked to verify their departure date. At that time, scheduled departure dates can be altered. Changes made thereafter, shall be subject to a \$50.00 administrative fee. Departure extensions are based on availability.

#### **CHECK OUT:**

The hotel check-out time is 12:00 noon. Any deviation must be communicated through the front office. Confirmation of late check-out is based on expected occupancy for that day.

#### **CANCELLATIONS:**

All cancellations must be made by 3:00 PM-the day prior to arrival. Failure to cancel a guaranteed reservation prior to 3:00 PM on the day prior to arrival will result in a no-show charge.

#### **FOOD & BEVERAGE:**

To adhere to local health and service laws, all food and beverage hosted must be purchased from the Hyatt Regency Lexington. Unless, mutually agreed upon arrangements are made in advance, this extends to all public areas and guest rooms.

#### **AUDIO/VISUAL:**

A complete line of Audio/Visual equipment is available through the Hyatt Regency Lexington. Our Convention Services Department will coordinate all requests for this equipment.

**SIGNAGE:**

Organization signage to be used in the public areas of the Hyatt Regency Lexington must be professionally printed and approved by the Catering/Convention Services Department. All signage not authorized by the hotel will be removed and discarded.

**PROMOTIONAL MATERIALS:**

Nothing shall be posted on, nailed or screwed or otherwise attached to columns, walls, floors, or other parts of the building or furniture. Distribution of promotional gummed stickers or labels is strictly prohibited. Signage is not permitted in the lobby of the hotel.

**SECURITY:**

The organization acknowledges that the Hyatt Regency Lexington cannot be responsible for the safe keeping of equipment, displays, supplies, written materials and any other items of value left in the meeting rooms, conference areas or exhibit areas. Accordingly, the organization acknowledges that it will be responsible to provide appropriate security personnel for any thereof and thereby assumes the responsibility of loss.

**PARKING:**

Parking is provided in the Lexington Convention Center parking lot, directly across the street from the Hyatt Hotel. Parking is complimentary for overnight guests of the hotel only and meeting attendees at Hyatt, based on availability.

**PACKAGES:**

Special Arrangements must be made for receiving any equipment, goods, displays or other materials that will be sent, delivered or brought into the Hotel. Failure to do this may result in deliveries being refused or materials unavailable when required. All packages must contain a label giving the following information: 1) Return Address, 2) Name of Group Affiliation, 3) Meeting room name and date, 4) Group contact, 5) Name of person that will claim package, 6) Date of that person's arrival.

The Hyatt Regency Lexington will not accept shipments of freight, crates, boxes, etc. from exhibitors or shipping firms exceeding one hundred (100) pounds. Arrangements for shipments to exhibit in excess of one hundred (100) pounds should be made through a drayage company. This would also include transporting of exhibit materials from the receiving area to the exhibit site and returned to the receiving area at the end of the convention.

Each package received or sent associated with a convention/event, will be assessed the following handling fees:

\$ 5.00 per box (less than 50 lbs.)

\$ 8.00 per box (50 lbs – 75 lbs.)