

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement, made and entered into on this 16th day of March, 20 by and between the Lexington-Fayette Urban County Government ("LFUCG"), an urban county government organized pursuant to KRS 67A, which has its principal office at 200 East Main Street, Lexington, Kentucky 40507, the Lexington Center Corporation ("LCC"), a non-profit Kentucky corporation, which has its principal office at 430 West Vine Street, Lexington, Kentucky 40507, and the Kentucky High School Athletic Association/Athletic Museum Foundation, Inc. ("KSHAA"), a non-profit Kentucky Corporation, which has its principal office at 2280 Executive Drive, Lexington, Kentucky 40505, witnesseth as follows:

1. LCC shall contract with one or more third parties of its choosing to provide catering services for the hospitality suite hosted by LFUCG and KSHAA at the 2017 Whitaker Bank/KHSAA Boys' Sweet Sixteen Basketball Tournament ("Tournament"), to be held at Rupp Arena in Lexington, Kentucky, from March 15 to 19, 2017. LCC shall ensure that at least a minimum of 350 servings per session but no greater than 375 servings per session are available over the course of the tournament's eight (8) sessions, to feed tournament workers and staff, public safety staff assigned to the event, media personnel covering the event, the KSHAA Board of Directors and season ticket holders/dignitaries with appropriate credentials in attendance.
2. After the Tournament, LCC shall submit a detailed invoice to LFUCG and KSHAA describing the costs it reasonably incurred in performance of its duties under Section 1, *supra*, along with verifying documents. Once LFUCG and KSHAA have verified that the costs reported were actually and reasonably incurred by LCC in the performance of this Agreement, they shall reimburse LCC for such costs as follows: LFUCG shall reimburse LCC for the first \$35,000.00 reasonably incurred and KSHAA shall reimburse LCC for up to \$7,500.00 in costs reasonably incurred over \$35,000.00. Any costs incurred unreasonably or in excess of \$42,500.00 shall not be reimbursed by LFUCG or KSHAA, but shall be borne by LCC.
3. In fulfilling its obligations hereunder, LCC shall not discriminate against any caterer or service provider because of race, color, religion, national origin, sex, age, handicap, sexual orientation, or gender identity.
4. Nothing hereunder shall be construed or deemed to create a partnership or permanent employment relationship among the parties. LCC shall not hold itself out as, nor claim to be, an officer or agent of LFUCG and shall not demand or make any application to or for any right or privilege applicable to an officer or employee of LFUCG.
5. No party may assign, transfer, or subcontract any of its obligations or duties under this agreement.
6. To the extent permitted by law, LCC shall indemnify, defend, and hold harmless LFUCG and KSHAA from and against all claims, suits, damages, costs, losses, and expenses of any nature whatsoever in any manner arising out of or in connection with this Agreement to the extent that such may be attributable to the negligence or intentional acts or omissions of LCC, or its employees or officers. This provision shall survive the termination of this Agreement.

7. Nothing hereunder shall create any rights or benefits in favor of third parties.
8. All communications to LFUCG concerning this Agreement shall be directed to:

Glenn Brown, Deputy CAO
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

All communications to KHSAA concerning this Agreement shall be directed to:

Julian Tackett, Commissioner
Kentucky High School Athletic Association
2280 Executive Drive
Lexington, KY 40505

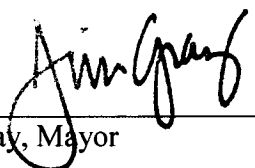
All communications to LCC concerning this Agreement shall be directed to:

Bill Owen, President & CEO
Lexington Center Corporation
430 West Vine Street
Lexington, KY 40507

9. This Agreement and any causes of action arising from or in relation to this Agreement shall be governed by applicable provisions of the Kentucky Revised Statutes. Venue for any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky.

In witness whereof, the parties have set their hands the date first above written:

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: 

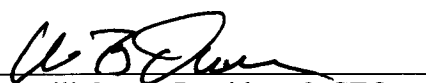
Jim Gray, Mayor

KENTUCKY HIGH SCHOOL
ATHLETIC ASSOCIATION/ATHLETIC
MUSEUM FOUNDATION, INC.

BY: 

Julian Tackett, Commissioner

LEXINGTON CENTER
CORPORATION

BY: 

Bill Owen, President & CEO

HYATT REGENCY LEXINGTON
401 W HIGH STREET

LEXINGTON, KY 40507- US

Telephone: (859) 253-1234

Fax: (859) 254-7430



February 27, 2017

CATERING CONTRACT

GROUP NAME: LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT
FUNCTION NAME: OFFICE OF HOMELESSNESS PREVENTION TRAINING
CONTACT NAME: CHARLIE LANTER
ADDRESS: 200 EAST MAIN STREET
LEXINGTON, KY 40507
PHONE NUMBER: (859) 258-3105
FAX NUMBER: () -
EMAIL ADDRESS: clanter@lexingtonky.gov

Day	Date	Function	Time	Set Up	# of guests	Room Rental
Tuesday	4/18/2017	TRAINING	08:00 AM - 05:00 PM	SCHOOLRM - 18 INCH TBLS	30	\$ 200
Tuesday	4/18/2017	LUNCH	12:00 PM - 01:00 PM	SCHOOLRM - 18 INCH TBLS	30	\$ 0
Wednesday	4/19/2017	TRAINING	08:00 AM - 05:00 PM	SCHOOLRM - 18 INCH TBLS	50	\$ 200
Wednesday	4/19/2017	LUNCH	12:00 PM - 01:00 PM	SCHOOLRM - 18 INCH TBLS	50	\$ 0
Thursday	4/20/2017	TRAINING	08:00 AM - 05:00 PM	SCHOOLRM - 18 INCH TBLS	50	\$ 200
Thursday	4/20/2017	LUNCH	12:00 PM - 01:00 PM	SCHOOLRM - 18 INCH TBLS	50	\$ 0

LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT ("Group") and HYATT REGENCY LEXINGTON ("Hotel") agree as follows:

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 3/10/2017.

MINIMUM REVENUE COMMITMENT

Based on the approximate number of guests set forth above, a minimum of \$3,000.00 in combined banquet food, beverage and room rental will be spent at your function. 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 meeting room rental.

HOTEL INITIALS Hy by mja

CLIENT INITIALS CL

MENU SPECIFICATIONS

Tuesday, April 18, Boxed Lunch @ \$20.95 plus service charge per person. (Group is tax exempt)

Croissant Stacked with Roasted Ham OR Turkey, Smoked Bacon, White Cheddar Cheese, Seasoned Mayo, Lettuce and Tomato
 Chips, Pasta Salad, House Made Cookie
 Iced Tea, Lemonade

Wednesday, April 19, Boxed Lunch @ \$20.95 plus service charge per person. (Group is tax exempt)

Chicken Caesar Salad Wrap -Parmesan Dusted Grilled Chicken Strips with Fresh Romaine, Blended with Grated Italian Cheeses tossed with Caesar Dressing wrapped in a flour tortilla
 Chips, Potato Salad, Brownie
 Iced Tea, Lemonade

Thursday, April 20, Lunch Buffet @ \$25.95 plus service charge per person. (Group is tax exempt)

Cobb Salad & Southern Cole Slaw
 Oven Baked Bone - In Chicken
 Baked Meat Lasagna
 Macaroni and Cheese
 Southern Green Beans
 Fresh Baked Corn Bread Muffins
 Bread Pudding or Pecan Pie
 Regular and Decaffeinated Torrefazione Italia® Coffee with Flavored Syrups, Selection of Tazo Hot Tea®, and Iced Tea

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 (75% of estimate revenue)	\$2,250.00
Less than one(1) month up to arrival date (90% of estimate revenue)	\$2,700.00

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.

HOTEL INITIALS JY by MJM

CLIENT INITIALS SK

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 6% 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

In some instances, the hotel may approve direct billing. The completed request for direct billing form must be received by the hotel at contract signing 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, 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 provided 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 provided 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 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. 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.

HOTEL INITIALS JD by ngy

CLIENT INITIALS DP

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.

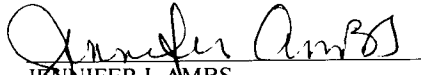
PRIVACY OF PERSONAL INFORMATION

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.

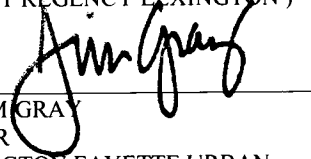
Date: 3/3/17

Signature: 
JENNIFER L. AMBS
DIRECTOR OF CATERING AND
CONVENTION SERVICES
(HYATT REGENCY LEXINGTON)

Date: 3/3/17

Signature: 
MARIE G. MURRAY
CATERING SALES MANAGER
(HYATT REGENCY LEXINGTON)

Date: 3/16/17

Signature: 
Printed: MR. JIM GRAY
MAYOR
(LEXINGTON FAYETTE URBAN
COUNTY GOVERNMENT)

HOTEL INITIALS 

CLIENT INITIALS 