

THE  
**CAMPBELL**  
19 **HOUSE** 51  
LEXINGTON

**GROUP SALES AGREEMENT**

This agreement (the "Agreement") is made and entered into by and between **Musselman Hotels**, as agent for **RB The Campbell House, LLC, d/b/a The Campbell House Curio** (hereinafter referred to as "Hotel") and **Catholic Education Opportunities Foundation Luminaria 2024** (hereinafter referred to as "Group") dated May 24, 2023. This Agreement will become binding on both parties only after it is signed by both parties.

**ARTICLE I: DESCRIPTION OF THE EVENT**

Hotel shall provide accommodations for the following Event as pursuant to the terms and conditions of this Agreement:

Catholic Education Opportunities Foundation Luminaria 2024  
Wednesday, April 17, 2024  
Kim Thompson,  
kthompson@ceoflex.org

**ARTICLE II: GROUP ROOM RESERVATIONS**

N/A

**Delivery Charges.** The following charges will be billed for each individual sleeping room to the Master Account or Paid In Advance.

Gift Bag Delivery: \$3.00 per Amenity

**Event Planner Bonus Program:** Kim Thompson (Please fill in name) is eligible to earn an Event Planner Bonus for a qualifying event. The Event Planner's HHonors Account Number is 254964127

For this Event, Event Planner is eligible to earn one HHonors bonus point for every eligible dollar spent, up to a maximum award of 100,000 HHonors bonus points. Eligible revenue will include eligible revenue such as sleeping room, food and beverage, meeting room rental revenue up to a maximum of \$100,000 of eligible revenue. Full details and rules regarding the Event Planner Bonus Program are available by visiting [www.hilton.com](http://www.hilton.com).

**ARTICLE III: FUNCTION ROOM AND CATERING SERVICES**

**Function Rooms.** Hotel shall make the following reservations of meeting spaces for group functions during the Event ("Functions"):

<u>Date</u>	<u>Start Time</u>	<u>End Time</u>	<u>Function</u>	<u>Room</u>	<u>Age</u>	<u>Room Rental</u>
Wed, 04/17/24	5:00 PM	9:00 PM	Client Setup	The Barn		0
Wed, 04/17/24	5:00 PM	9:00 PM	Client Setup	The Bluegrass Ballroom		0
Thu, 04/18/24	10:00 AM	10:00 PM	General Session	The Bluegrass Ballroom		\$750
Thu, 04/18/24	10:00 AM	10:00 PM	General Session	The Barn		\$1,250
Thu, 04/18/24	4:00 PM	8:00 PM	Hospitality	The Cask Room		0

\*Hotel has agreed to offer complimentary:

1. 2 sleeping room nights for keynote speaker
2. Champagne toast for 10 board members in The Still Room
3. Menu tasting

**Donated alcohol is accepted with a corkage fee of \$10/bottle. Group to provide updated copy of tax exemption documents.**

Should Group request a major change in room set up (i.e theatre style to classroom style) on the day of the event, the Hotel reserves the right to assess labor charges of \$30.00 per man hour for the change.

**Function and other Event-Related Charges.** A minimum of \$12,000 in food and beverage must be spent at your function (the "Guaranteed Amount"). The Guaranteed Amount does not include room rental, meeting space rental, prevailing administrative charges, state sales tax and labor charges, audio visual or additional electrical needs, 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. All such charges shall be billed to Group's Master Account and will be subject to applicable sales tax.

**Function Room Set-up and Operation.** Group must obtain advance written approval from Hotel before Group, or any independent contractor of Group, may set up its own equipment, displays or facilities for any Function. Group and/or any such contractor shall coordinate all such deliveries/set ups with sufficient advance notice to the Hotel. Group will be responsible and shall indemnify Hotel for any damage that Group, or its employees, agents or contractors, causes to persons or property within the Hotel arising out of or related to any property brought to Hotel's premises by Group or any contractor of Group or by setup or operation of any equipment, facilities or displays on the premises of Hotel by Group or any independent contract of Group.

If there are extensive function room set-ups or elaborate staging, Hotel may charge additional set-up fees. If equipment is necessary that exceeds Hotel's inventory, then Group agrees to pay for the cost of renting the additional equipment. If any rigging is required, it must be arranged through the Hotel and Group shall be responsible for all rigging costs.

**The services of on-site audio visual provider, ITA Audio Visual Solutions, will be made available to the Group. The use of an off-site audio visual vendor will result in additional fees.**

**Additional Food & Beverage Policies.** Unless otherwise agreed by the parties in advance and in writing, all food and beverage served on the premises of the Hotel must be supplied and prepared by the Hotel. In addition, no remaining food or beverage shall be removed from the premises of the Hotel. At the conclusion of any Function, such food and beverage shall become the property of the Hotel.

Menu prices will be confirmed no later than 3 months prior to scheduled functions. Food and Beverage prices shall be quoted exclusive of any applicable taxes. Group shall be responsible for all such taxes. Group must submit final menu selections to Hotel no later than 4 weeks 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 Banquet Event Order(s).

**All Hotel banquet charges (i.e. food and beverage, audio visual, room rental, rentals, etc.) are subject to the prevailing service charge (currently 25%) and applicable state sales tax (currently 6%). The Service Charges do not constitute a gratuity or tip for Hotel staff. No portion of the Service Charges will be distributed to Hotel staff who perform serviced during the event.**

If Group fails to respond, by the Menu Deadline, to any menu proposals submitted by Hotel to Group for any Function, then Hotel may (a) deem as approved by Group any menu proposals it has submitted to Group or, (b) if Hotel has not submitted any such proposals, make its own selections. Other than specifically stated in the approved menu or otherwise agreed in a separate writing signed by Group and an authorized representative of Hotel, Hotel will not be responsible for any specific dietary requests or requirements.

Group must notify Hotel of the final attendance count for each Function no later than noon 14 working days prior to the scheduled function. If Group fails to notify Hotel of the final attendance count for an Event by the Menu Deadline, the final attendance count shall be deemed to be the number designated for such Function in this Agreement. **Group shall have no discretion to reduce the final attendance count for any Function after the Menu Deadline, and Hotel will charge the Master Account, at a minimum, the amount based on the guaranteed attendance count.**

If Hotel, at its discretion, presents a copy of the Master Account to an Authorized Representative of Group during the Event, the Authorized Representative shall review the Master Account before the end of the Event, and shall sign the Master Account if all charges therein are consistent with this Agreement and otherwise acceptable. Any such presentation or acceptance of the Master Account shall not prohibit Hotel from making later adjustments to the Master Account if such adjustments are consistent with this Agreement.

**Outside Contractors.** If Group intends to use the services of any contractor unaffiliated with Hotel to provide any services within the Hotel's premises before, during or after the Event (including, without limitation, security companies, decorators, florists and audio-visual service providers), Group shall provide written notice to Hotel at least 30 days before the Arrival Date identifying the contractor(s), and the contractor(s) shall not be allowed onto the premises of the Hotel without Hotel's advance written consent. If Hotel is required under any collective bargaining agreement, requirements contract or any other contract to incur any expense if a particular service provider or set of employees does not perform services that Group wishes to perform itself or to have performed by an outside contractor, then Group shall be responsible for those expenses, which shall be added to the Master Account. Hotel may require a representative any outside contractor invited to Hotel by Group to sign a release and indemnification of the Hotel, in a form provided by the Hotel and to provide evidence of insurance reasonably acceptable to Hotel. Hotel will provide Group a copy of its standard form for this purpose upon request.

**Groups.** The parties acknowledge that there may be persons or groups attending the Event who may wish to schedule additional meetings before, during or after the Event ("**Affiliated Groups**"). Any Affiliated Groups will be expected to pay for the use of function space requested at the Hotel's published rates. The function space identified above is solely for use by Group and may not be resold or assigned by Group to any other person or entity without the advance written consent of the Hotel. Any purchase of food and beverages and booking of sleeping rooms by any Affiliated Group shall not be credited toward Group's fulfillment of its obligations under this Agreement.

**ARTICLE IV: BILLING/CREDIT PROCEDURES**

**Sleeping Room Payment.**

**Individuals:** Individual guests will pay their own sleeping room rates (including any tax) and incidental charges (e.g room service, gift shop charges and in-room entertainment fees). At the time of check-in, each guest will be required to present a major credit card whose brand is accepted by the Hotel, on which Hotel may place a hold or process a prepayment in the amount of the guest's estimated charges.

**Group's Master Account.** To include room, tax, incidentals, catering and other. The term "**Master Account**" means a running invoice that includes all amounts payable by Group to Hotel under any provision of this Agreement. At least forty-five (45) days before the Arrival Date, Group will identify to Hotel, in writing, at least one representative of Group who will be present on the premises of Hotel throughout the Event (each an "**Authorized Representative**"). Group hereby authorizes each Authorized Representative to incur charges to the Master Account, for example by signing banquet event orders. The following individual(s), whether or not they are present at the Event, shall have authority to incur charges to the Master Account:

Name Kim Thompson

Signature Kim Thompson

Name \_\_\_\_\_

Signature \_\_\_\_\_

**Deposit.** Group will make an advance payment to the Hotel in the amount of **\$2,000** (the "**Deposit**"). The full amount of the Deposit shall be paid no later than **May 26<sup>th</sup>**. Hotel will credit the Deposit against the Master Account. Hotel will return any unused portion of the Deposit to Group no later than thirty (30) days after the Event or application of any Cancellation Fee, as applicable. Hotel may cancel the Event and terminate the Agreement immediately and without liability if Group fails to make any Deposit payment required by this Agreement. Hotel reserves the right to invoice Group for any amount by which the Master Account exceeds the total of any Deposit made by Group.

**Advance Payment by Check/Credit Card:** Advance payment of 105% of the estimated balance for all catering charges will be due by check or credit card fourteen (14) days prior to Group's arrival. Upon completion and acceptance of a Credit Card Authorization, a Master Account will be established for Group. Any remaining balance will be due at the end of the event upon departure. Overpayment will be refunded by check (when paying by check) or credited to the Credit Card on file (when paying by Credit Card) no later than thirty (30) days after the Event. Hotel may cancel the Event and terminate the Agreement immediately and without liability if Group fails to provide any information required under this paragraph. Hotel reserves the right to invoice Group for any amount by which the Master Account exceeds the total of any Deposits made by Group.

**Outstanding Balance.** Any outstanding balance of the Master Account will be due and payable by Group upon receipt of any invoice from Hotel. If payment is not received within thirty (30) days, a finance charge equal to the lesser of one and one half percent (1-1/2%) per month (18% Annual Rate) and the maximum allowed by law will be added to the unpaid balance commencing on the invoice date. Any payment by Group or acceptance by Hotel of any amount less than any amount due by Group shall be deemed solely as a partial payment of the full amount due. No endorsement or statement on any check or any letter accompanying any 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 all amounts due or pursue any other remedies available to Hotel under this Agreement or in law or in equity.

## ARTICLE V: CANCELLATION

**Cancellation by Group.** The following table contains an estimate (which the parties acknowledge and agree is reasonable) of the revenue to be generated from this Event. The table itself is not intended to warrant that the Event will generate these amounts of revenue. Neither is the table intended to prevent the Hotel from generating more than these amounts of revenue from the Event.

Group acknowledges that if it cancels or otherwise substantially abandons the Event (a "Cancellation"), the Hotel will be harmed. Group further acknowledges that the later Group notifies Hotel of a Cancellation, the more harm Hotel will likely incur, because Hotel will have less time to mitigate its damages by marketing the sleeping room nights and function rooms to other customers and individual guests. Group also acknowledges that the actual amount of Hotel's damages from any Cancellation would be difficult to calculate. Therefore, the parties agree that if a Cancellation should occur for any reason (including Group's relocation of the Event to another hotel or resort), then Group shall pay Hotel, as liquidated damages and not as a penalty, the applicable amount identified below, plus any applicable taxes (a "Cancellation Fee").

<b>Date of Written Cancellation Notice</b>	<b>Amount of Cancellation Fee</b>
Signature to 180 days prior to arrival date.	\$ 3,500 - 25% Total Contracted Revenue + Deposit
From 90 days to 180 days prior to arrival date.	\$ 7,000 - 50% Total Contracted Revenue
Less than 90 days prior to arrival date	\$ 14,000 - 100 % Total Contracted Revenue

Group must provide Hotel any notice of Cancellation in writing. If Group does not provide written notice of any Cancellation, then Hotel may assess any higher Cancellation Fee owed under the above schedule at the time it receives written confirmation of the Cancellation or the highest amount identified above if it receives no written confirmation. The parties agree that the amounts in the above schedule are based on reasonable estimates of Hotel's harm from Cancellation. Any Cancellation Fee will be added to the Master Account. Any Cancellation Fee shall be due and payable immediately upon Cancellation.

**Impossibility:** If unanticipated events beyond the reasonable control of the parties (including, but not limited to: acts of God; declared war in the United States; government regulations in effect 60 days or less before the Event dates that would prevent the Event from taking place as contracted; terrorist attacks in the city in which Hotel is located; or curtailment of transportation either in the city in which Hotel is located or in the countries/states of origin of the attendees that prevents at least 40% of the attendees from arriving for the first peak night of the Event) any of which make it illegal or impossible to perform under this Agreement, the affected party may terminate this Agreement, without liability, upon providing written notice to the other party.

If the Event is terminated due to a valid Impossibility/force majeure occurrence, then Group agrees to negotiate promptly and in good faith with the Hotel in an effort to rebook the cancelled Event, based on space and rate availability at the Hotel, over mutually acceptable dates. If the parties agree on rebook dates, then Hotel will retain the advance deposits paid under the cancelled Event and apply the deposits toward the Master Account of the rebooked event. Advance deposits applied to a rebooked event may not be applied to cancellation or performance damages for the rebooked event and any unused credit will be retained by the Hotel. If the parties cannot agree on mutually acceptable rebook dates, then Hotel agrees to refund all prepaid advance deposits, less all documented expenses incurred by the Hotel in preparation for the cancelled Event (i.e., food and beverage products purchased for the Event that cannot be used in other outlets at the Hotel, labor costs incurred by the Hotel if staff schedules were posted and the Event is cancelled, etc.).

## **ARTICLE VI: PERFORMANCE REQUIREMENTS**

**Sleeping Room Performance:** The Total Sleeping Room Nights Reserved under this Agreement will generate \$ < > in revenue for Hotel ("**Total Anticipated Sleeping Room Revenue**"). If you do not use all of the sleeping rooms in your Room Block, you agree that the Hotel will suffer damages because the Hotel will have lost the opportunity to offer your unused rooms to others either individually or as part of another block and the Hotel will incur additional costs in attempting to resell inventory that was already sold to you. The parties agree that since the exact amount of such damages would be difficult to determine, the liquidated damages clauses provided for in this Agreement are a reasonable effort by the parties to agree in advance on the damages that the Hotel will suffer due to your lack of performance. Therefore, if the contracted Event is held as scheduled, Hotel will not seek performance damages if Group achieves a minimum of 80% of the Total Anticipated Sleeping Room Revenue. Should Group achieve less than this amount, Group agrees to pay to Hotel, as reasonable liquidated damages and not a penalty, the difference between 80% of the Total Anticipated Sleeping Room Revenue and the actualized guest room revenue received by Hotel for rooms used and paid for as part of the official Room Block, plus any applicable state and local taxes as required by law, as a reasonable estimate of the Hotel's losses on sleeping rooms, ancillary revenue, costs of sale and other losses.

**Food and Beverage Performance.** The rates and concessions contained in this Agreement are based in part on the booked or anticipated Functions, and the Total Anticipated Food and Beverage Revenue identified above. Group acknowledges that if it holds the Event, but does not generate the Total Anticipated Food and Beverage Revenue (whether due to cancellation of Functions, reduced attendance of such Functions or otherwise), then Hotel will be harmed, and that the precise amount of such harm would be difficult to calculate. Therefore, the parties agree that if the Event is held, but less than **\$12,000** (the "**Food and Beverage Minimum**") is generated from sales of food and beverages at Functions, not including any tips, tax, audio-visual, parking or any other miscellaneous charges, and also not including any revenue from individual sales of food and beverage ordered by guests attending the Event, outside of Functions (the "**Food and Beverage Revenue**"), then Group shall pay Hotel, as liquidated damages and not as a penalty, an amount equal to the difference between the Food and Beverage Minimum and the actual Food and Beverage Revenue generated during the Event (the "**Food and Beverage Performance Fee**"). Any Food and Beverage Performance Fee will be added to the Master Account.

## **ARTICLE VII: MISCELLANEOUS**

**Signs and Displays / Use of Hotel's Name.** Group shall not display signs in the Hotel or use the name or logo of the Hotel or any franchisor of Hotel in any promotional materials without prior written approval of the General Manager of the Hotel. Group further agrees that no sign, banner or display shall be affixed to any part of the Hotel. Group will be responsible for the cost of repairing any damages to the walls, fixtures or carpet caused by any such sign, banner or display and will be billed to Group. Arrangements can be made to hang your banner for a fee.

**Security.** Hotel may, in its sole and absolute discretion, require additional security procedures, at Group's sole expense, because of the size or nature of the Event or any Function. These procedures may include the assignment by the Hotel of any additional security personnel employed by Hotel or Hotel's independent contractor (which may be the local police department). Hotel may allow Group to retain an outside security service provider that is approved in writing by Hotel prior to the Event or the applicable Function. If Group hires an outside service provider, Group must provide Hotel with a copy of its agreement with the service provider, which shall indemnify Hotel, its owner, its management company and their respective parents, subsidiaries and affiliates, and all of their respective owners, members, partners, directors, officers, employees, representatives and agents, from and against any liabilities related to the security services. Under no circumstances shall any armed security personnel be permitted onto the premises of Hotel without Hotel's advanced written approval, which Hotel may withhold in its sole and absolute discretion.

**Shipping and Packages.** If Group will be shipping packages to Hotel, Group must notify Hotel at least one week in advance. Each package sent to the Hotel must include the name of your organization's on-site representative, Group event, the Date of function, Name of your Hotel contact and the number of items contained in the package on each label. Each package should arrive no earlier than five (5) days before the Arrival Date. Hotel reserves the right to add storage fees to the Master Account for any packages that arrive earlier.

Group will be charged starting at \$5.00 per package handling fee in/out. Client to provide shipping labels with account billing information. Hotel accepts no responsibility or liability for the delivery, security or condition of the packages.

**Damage to Hotel Premises.** To the fullest extent permitted by law, Group assumes full responsibility for any damage done to the Hotel during your Event or any setup for the Event or disassembly after the Event, to the extent that such damage is caused by Group, its employees, guests, agents, or contractors (other than Hotel and its subcontractors), including any damage resulting from the installation, placement, and removal of Group's displays, equipment, exhibits, or other items.

**Indemnification.** Each party shall indemnify, defend, and hold harmless the other party and its officers, directors, agents, employees, and owners from and against any and all demands, claims, damages to persons or property, losses, and liabilities, including reasonable attorneys' fees and expenses (collectively, "Claims"), to the extent arising out of or caused by the indemnifying party's negligence or willful misconduct in connection with the Event. This section shall be interpreted without prejudice to any defenses either party may have with respect to any Claim, including (without limitation) any statutory limitations of liability, including (without limitation) innkeepers' limitation of liability laws. The indemnification of the Hotel under this section shall apply to the owner of the Hotel's premises, its management company and their respective affiliates.

**Disturbances.** Group agrees that its use of assigned Function spaces will not create any unreasonable disturbance to other guests or meetings, such as excessive noise, smoke, fog or offensive smells. Neither Group nor its contractors will use such features without advance approval of the Hotel.

**Additional Remedies.** If this Agreement is one of a group of (any two or more) agreements between Hotel and Group and/or any of Group's affiliates for Hotel to host events, then Hotel reserves the right to terminate this Agreement and/or other agreement(s), without liability to Hotel, if (a) Group (or, if applicable, its affiliate) fails to timely pay any amounts due and owing under, or commits any other material breach of its obligations under, this Agreement or any of the other agreements; or (b) Group, its affiliate or any of their respective employees, agents or contractors causes damage or disruption to the Hotel's premises, operations, guests or reputation. Notice of any such termination by the Hotel shall be made to Group in writing. If Hotel cancels the Event pursuant to this section, Group shall be responsible for the applicable Cancellation Fee as if Group cancelled the Event. If, pursuant to this section, Hotel cancels any other event(s) it had booked for Group or one or more affiliates of Group, then Group shall be responsible for any applicable cancellation fee(s) provided for under the applicable agreement(s).

**Group's Property.** Group agrees Hotel will not be responsible for the safe-keeping of equipment, supplies, written material or other valuable items left in meeting rooms, sleeping rooms or anywhere on Hotel's premises. Group is responsible for securing any such aforementioned items and hereby assumes responsibility for loss thereof. Group may not rely on any verbal or written assurances provided by the Hotel staff, other than as provided in this Agreement. Property of Group is the sole responsibility of Group and/or its owner. Group warrants that it has procured sufficient insurance to cover the loss of such property and 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.

**Choice of Law.** This Agreement will be interpreted in accordance with the laws of the state in which Hotel premises is located, without giving effect to any conflict-of-law principles thereof that would result in application of the laws of any other state.

### **Dispute Resolution.**

- a. The parties shall exercise commercially reasonable efforts to informally and timely resolve any dispute arising under or related to this Agreement before commencing litigation, unless the litigation seeks emergency injunctive relief.
- b. Any action between the parties arising out of or related to this Agreement shall be filed solely in the United States District Court for the district in which the premises of the Hotel is located or, if subject matter jurisdiction in that court is lacking, in a state court in whose jurisdiction Hotel is located. Each of the parties hereby consents to the personal jurisdiction of these courts and venue of any such action in these courts, and hereby waives any objection based on the doctrine of *forum non convenience* to any such action being adjudicated by any such court.
- c. If action by either party against the other to enforce its rights under this Agreement, including (without limitation) any litigation and/or other efforts to collect any payments due under this Agreement, the non-prevailing party shall be responsible for the prevailing party's costs related to such action, including (without limitation) reasonable attorneys' fees and expenses, collection costs and pre- and post-judgment interest.
- d. **THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND MUTUALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY CIVIL ACTION BASED ON, ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, THE EVENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (VERBAL OR WRITTEN) OR ACTIONS BY THE PARTIES.**

**Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the Event and supersedes any previous agreements, communications, representations or agreements, whether written or oral. 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 amendments to this Agreement must be made in writing and signed by authorized representative of each party. For the avoidance of doubt, this section shall not prevent Group from ordering particular or additional services from the Hotel through a banquet event order or other document signed by an Authorized Representative.

**No Assignment.** Neither party may assign or transfer this Agreement or any of its rights (other than rights to receive payments) or obligations hereunder without the written consent of other party, unless the assignment is to an affiliate of the assigning party pursuant to an internal reorganization or acquisition of the assigning party, or the assignment is made to an entity that acquires all or substantially all of the assigning party's assets. Any attempted assignment or transfer by Group without such consent may, at the option of the Hotel, be deemed to be a Cancellation, in which case Group shall be liable for a Cancellation Fee set forth herein.

**Miscellaneous.** Each person signing this Agreement warrants that he or she is authorized to bind the party for which he or she is signing. 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. The failure of either party to insist, at any time, on strict performance of any terms or conditions of this Agreement, or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, condition, option, right or remedy. No waiver by either party of any term or condition hereof shall be deemed to have been made unless expressed in writing and signed by such party.

**ARTICLE VIII: EXECUTION OF AGREEMENT**

Hotel's transmission of an unsigned copy of this Agreement to the Group or its Agent shall be deemed an invitation for Group to make an offer. The Group or Agent's return of its signature on a copy of this Agreement shall be deemed an offer by the Group. Hotel's subsequent signature of the Agreement shall be deemed an acceptance of the Group's offer by the Hotel.

This Agreement may be executed in one or more counterparts, which together shall constitute one and the same Agreement. Signatures sent by facsimile or equivalent means shall be deemed original, valid and binding signatures to this Agreement.

Any handwritten changes to this document will not be binding unless initialed and dated by an authorized representative of both parties.

Each individual signing this document represents and warrants that he or she has authority to bind the party for which he or she signs.

Unless Hotel otherwise notifies Group at any time prior to Group's execution of this document, the Hotel will reserve the accommodations provided for herein for Group on a first-option basis until 11:59 p.m. of the prevailing time in effect where the premises of the Hotel is located, on **May 31, 2023**, at which time Group's option shall expire and neither party shall have any further rights or obligations hereunder.

**IN WITNESS WHEREOF**, Hotel and Group have entered into this Agreement in matter and form sufficient to bind them effective as of the last date identified below.

**SIGNATURES**

Approved and authorized by **Catholic Education Opportunities Foundation**

Name: Kim Thompson

Title: *Executive Director*

Signature: *Kimberly D. Thompson*

Date: *Kim Thompson*  
*5/25/23*

Approved and authorized by **The Campbell House Curio Collection by Hilton**

Name: Lindsey Bjorgan

Title: Catering Sales Manager

Signature:

Date:

