



SLEEPING ROOMS ONLY AGREEMENT
Home2 Suites Louisville Airport Expo
3000 Crittenden Drive, Louisville, KY 40209
502.916.3800

This **Sleeping Rooms Only Agreement** ("Agreement") is by and between **ECWA**. Or "you" or "your(s)", by its agent, and **Monty Patel** ("Owner"), d/b/a **Home2 Suites Louisville Airport Expo** (the "Hotel" or "we" or "us" or "our").

Especially Prepared for:		Event & Hotel Information:	
Group Contact Name:	Mr. Joseph Omotinugbon	Name of "Event":	ECWA
Title:	Group Contact	Date(s) of Event:	July 25-27, 2024
Company Name:	ECWA		
Address:	4574 S. 3 rd Street	Hotel Contact:	Paula Wathen
City, State, Zip:	Louisville, KY 40214	Title:	Director of Sales
Phone:	502.901.3159	Phone:	502-916-3800
Email:	jidedupe@hotmail.com	Email:	Paula.wathen@hilton.com

Room Type	7.25.24	7.26.24	7.27.24
King Suite	20	20	20
Queen/Queen Suite	25	25	25
Total Rooms	45	45	45
Rates	\$129.00	\$129.00	\$129.00

CUT OFF DATE: 7.4.2024 after that any rooms not reserved will be released back into inventory.

Pet Friendly: there is a \$75.00 pet fee per room for duration of stay

Taxes: In addition to the Total Anticipated Sleeping Room Revenue for your Event as set forth herein, you agree to pay any and all applicable federal, state, municipal or other taxes, fees, or assessments imposed on or applicable to your Event. In the state in which Hotel is located, currently the tax rate is **17.54%**.

Summary of Revenue Anticipated by Hotel from this Agreement: For your information and guidance, the following chart illustrates the total potential value of your Event. The Hotel has offered the negotiated sleeping room rates and other concessions (as applicable) in this Agreement based upon the total revenue contracted, as well as additional revenue from providing additional services to your attendees at additional charge. Any requests for additional sleeping rooms to be added after Agreement signing will be subject to availability, and agreed upon changes would be confirmed in a written amendment to this Agreement signed by both parties.



Additional Terms and Conditions: By signing where indicated below, you are agreeing that in addition to the terms and conditions of this Agreement as outlined herein, this Agreement is also comprised of all the general terms and conditions set forth in the Sleeping Rooms Only Agreement – Additional Terms and Conditions (collectively, the "**Additional Terms and Conditions**") located on the following web site: <http://hiltondistribution.com/usa-sleepingroomsonly/addlterms.htm>.

Amenities

- Queen and King rooms with sleeper sofas and Kitchens
- No Attrition
- 24 hour Market for purchase of snacks, beverages, etc.
- Indoor swimming pool and workout room with combined laundry area
- Pet Fee - \$75.00 for the duration of the stay up to TBD days
- Complimentary Breakfast Buffet each morning

STANDARD TERMS AND CONDITIONS

Method of Reservations: Individual reservations

Cancellation -72 Hour Cancel or will be charged one nights room and tax

Commission-Non Commissionable

Force Majeure: The parties are hereby relieved of any liability if unable to meet the responsibilities of this Agreement because of any act of God, weather, riots, acts of war or terrorism, epidemics, pandemics (including COVID-19), strikes, any act or order of public authority including, without limitation, the University, the University leadership, the State Board of Education, or local, state or federal government, civil or regulatory authority, or any other cause, similar or dissimilar, beyond the control of the parties (a "Force Majeure Event"). For the avoidance of doubt, the cancellation, curtailment, considered a Force Majeure Event under this section.

Payment Terms: Individuals pay their own charges

Impossibility: Neither party shall be responsible for failure to perform this Agreement if unanticipated circumstances beyond their reasonable control (including, but not limited to: acts of God; terrorist attacks in the city in which Hotel is located; or declared war in the United States) make it illegal or impossible for the Hotel to hold the Event. The affected party may terminate this Agreement without liability upon written notice to the other party within ten (10) days of the occurrence.

Governing Law: The Agreement will be governed by and interpreted pursuant to the laws of the state in which Hotel is located, excluding any laws regarding the choice or conflict of laws.

Dispute Resolution: The parties will use their commercially reasonable efforts to informally and timely resolve any dispute concerning any matter related to this Agreement by presenting the dispute to senior representatives of Hotel and Group for their discussion and possible resolution in the order set forth herein; *provided, however*, a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, and/or infringement of intellectual property rights shall not be subject to this provision. All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If within a period of thirty (30) calendar days after submission of a disputed matter in accordance with this clause, the respective senior representatives are unable to agree upon a resolution of such dispute, then the dispute will be resolved by arbitration using one arbitrator before JAMS or the American Arbitration Association in the state and city in which Hotel is located, or the closest available location. The parties further agree that in any arbitration proceeding, they may conduct reasonable discovery pursuant to the arbitration rules, and any arbitration award will be enforceable in State or Federal court.

Collection/Attorney's Fees: The parties agree that the prevailing party in any arbitration or court proceeding arising out of or related to this Agreement will be entitled to recover an award of its reasonable attorney's fees and expert witness fees, costs and pre and post judgment interest at the highest available legal rate. The parties further agree that if Hotel must retain counsel or initiate arbitration or legal action to collect of any monies owed to Hotel by Group under this Agreement, whether or not an arbitration or court action is filed, Hotel will be entitled to recover its attorney's fees incurred in such efforts to collect.

Agreement: This Agreement, together with the Standard Terms and Conditions (attached hereto and incorporated herein by reference), the above-referenced **Additional Terms and Conditions**, appendices, addenda and exhibits attached hereto (if any), upon signature by both parties below, constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by the parties. If this Agreement or any attachments thereto are returned signed but with changes, it shall not constitute an acceptance, but rather a counteroffer by you that may be accepted or rejected in writing by us in our sole discretion. Once both you and we sign this Agreement, all provisions reserved on your behalf will be *confirmed* and therefore subject to the terms of this Agreement.

The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign.

GROUP:
ECWA

HOTEL:
Monty Patel
d/b/a Home2 Suites Louisville Airport Expo

By: _____

Name: _____

Dated: _____

By: *Paula Wathen*
Director of Sales

Name: Paula Wathen

Dated: 11.14.2023