



90 Pacifica, Irvine, California 92618
949.471.8888

GROUP CONTRACT

Prepared on September 11, 2019

Company Name: Davis High School
Group Dates: October 3, 2019 - October 6, 2019

The following contract between : Davis High School (Group) and the DoubleTree by Hilton Irvine Spectrum (Hotel) outlines the details of Davis HS Waterpolo, scheduled to take place at the DoubleTree by Hilton Irvine Spectrum. After signature and counter-signature, and receipt of deposit, these arrangements will be confirmed as definite. The accommodations outlined are currently being held on a first-option basis. To confirm on a definite basis, please sign and return by **5:00pm on September 9, 2019**. The sleeping rooms listed in this agreement will be considered definite commitments upon signing of this agreement by both parties and will be subject to all terms and conditions set forth on the following pages.

Group Name	Davis HS Waterpolo	Sales Manager	Dennisse Naval, Group Sales Manager
Address	315 W. 14 th Street Davis, CA 95616	Phone: Email:	(949) 471-8634 dnaval@dtreeirvine.com
Booking Contact	Tracy Stapleton	Service Manager	Samantha Medrano
Onsite Contact	Tracy Stapleton	Phone Email	949-471-8605 smedrano@dtreeirvine.com

GUEST ROOM BLOCK:

We are pleased to confirm 35 total room nights as follows for your event:

DoubleTree by Hilton Irvine Spectrum - Davis HS Waterpolo - USD				
		Thu 10/3/2019	Fri 10/4/2019	Sat 10/5/2019
2Q Beds Nonsmok	Guestrooms	12	12	11
	Rate	129.00	129.00	129.00

Room rates are quoted per room, per night, and exclusive of local occupancy taxes and CA State T&T tax, currently 10.25%.

(5) rooms
Athlete / Coach
(7) rooms
Parents handling
own reservations

SPECIAL CONCESSIONS:

In appreciation of your business, we are pleased to provide the following concessions:

- Discounted overnight self-parking at \$11 (\$22.00 per car, per night value)
- Complimentary In-Room High Speed Internet Connection (\$9.95 per room, per day value)
- Discounted breakfast at \$11 + tax per person (\$22.00 per person + tax value)

GUEST ROOM COMMISSION:

Rates quoted are net/non-commissionable.

GUESTROOM RESERVATIONS:

ROOMING LIST OPTION

We understand that you will be providing a rooming list for all reservations to be made for your group. The rooming list must be submitted by Thursday, September 19, 2019. Reservations received after will be accepted on a space and rate availability basis.



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INDIVIDUAL RESERVATION CANCELLATION:

Any guest wishing to cancel an individual reservation, please do so 48 hours prior to arrival to avoid cancellation fees. At check in, the front desk will verify your check-out date. Rates quoted are based on check-in date and length of stay. Should you choose to depart early, price is subject to change and an early departure fee of one night's room and tax will be assessed. To avoid any early departure fees, please notify the front desk at the time of check-in. We reserve the right to cancel or modify reservations where it appears that a customer has engaged in fraudulent or inappropriate activity or under other circumstances where it appears that the reservations contain or resulted from a mistake or error.

CHECK-IN/CHECK-OUT:

The Hotel's check-in time is after 4:00 PM and the check-out time is before 11:00 AM. Early check-in is based on a "space available" basis and will not be guaranteed. Individuals staying in their rooms beyond check-out time will be billed one (1) additional night's stay. Late check-out is provided based on availability, although some charges may apply. If your entire group is arriving early, special arrangements may be made based upon availability. Arrangements can be made by contacting the front desk, but please note that depending on the day of week, early arrivals or late departures may not be available. Luggage storage is available either for early arrival or late departure.

INDIVIDUAL RESERVATION PAYMENTS:

Individuals Pay All Charges

It is our understanding that guests will be responsible for payment for all charges including room, tax, parking, and incidental charges.

RESERVATION GUARANTEE:

A credit card authorization form must be completed and submitted with this agreement to confirm the contract. If the credit card authorization is to guarantee the rooms and guests will be providing their own payment, the card on file will still be used for any no-show or cancellation fees due. If the charges are paid to the credit card on file, we will authorize the estimated amount at least seven (7) days prior to the events described in this contract in order to hold your rooms. A credit card for each guest must be kept on file with the Hotel for the duration of their stay for incidentals,

Charge to:	Room	Tax	Parking	Incidentals	Event Charges
Individual Guest	XX	XX	XX	XX	n/a
Master Account (5 rooms) – see RL	XX	XX	XX		
Contact for Authorization of Master Account:	Tracy Stapleton				
Phone Number:	- (530) 902-1133 — 530-400-2167				

DAMAGES:

The Customer agrees to be responsible for any damage done to any part of the Hotel by the Customer, his guest(s), invitees, employees, independent contractors or other agents under the Customer's control. The Hotel will not assume or accept any responsibility for any damage done to the function room or any other part of the Hotel prior to, during or following the Customer's group.

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 Customer's group dates.

INDEMNIFICATION & INSURANCE:

To the extent permitted by law, you agree to protect, indemnify, defend and hold harmless the Hotel, Hilton, and the owner of the Hotel, and their respective employees and agents against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out of or connected with your function, except those claims arising out of the sole negligence or willful misconduct of the Hotel. You further agree to obtain and keep in force General Liability Insurance covering the event described in this contract with limits of not less than \$1,000,000 per occurrence and to provide the Hotel with a certificate of insurance naming Hotel, Hilton and the owner as an additional insured for your event.



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AUXILIARY AIDS:

The Hotel represents and you acknowledge that the Hotel facilities being rented for you including guest rooms, common areas and transportation services will be in compliance with our public accommodation requirements under the Americans with Disabilities Act. You agree that one week in advance you will furnish to us a list of any auxiliary aids needed by your attendees in meeting or function space. You agree to pay all charges associated with the provision of such aids. When your attendees make room reservations, please ask them to notify us of their auxiliary aid needs so that we may notify you as to the names of businesses with which you may contract to obtain those aids.

PROMOTIONAL CONSIDERATIONS:

We have the right to review and approve any advertisements or promotional materials in connection with your function that specifically reference any name or logo of the Hilton family of Hotel brands.

MANAGER OF EVENT SERVICES:

The Hotel operates a full-service Conference Services Department. A service manager will be assigned to your group to assist you in coordinating all aspects of your group from inception to completion. This person will be your primary contact with the Hotel and will function as your personal representative.

TOTAL ANTICIPATED REVENUE:

The package offered by the Hotel is based in part upon the total gross revenue we anticipate from your agreement to use and pay for the rooms listed above, valued at a total of \$4515.00

ATTRITION:

If the Group room count should fall short of utilizing 70% of the original group commitment, we reserve the right to review and adjust the special rates offered, and/or special concessions.

PERFORMANCE:

If the event is held, but the Hotel does not realize the total revenue anticipated from your event, you agree to pay performance damages. The damages owed will be the amount necessary for the Hotel to receive no less than 80% of the total anticipated revenue from your event.

CANCELLATION:

We will reserve your contracted guest rooms, to the exclusion of other business opportunities once the room block is considered definite. If the Hotel is advised that this definite commitment is canceled, liquidated damages will be charged. The amount will be based upon a percentage of total Hotel estimated revenue, plus applicable taxes. Estimated revenue is calculated by multiplying the group room rate and contracted block, less any allowable attrition. Should the event be cancelled any time after signature and counter-signature, a cancellation fee of \$3,612.00 will be charged.

FORCE MAJEURE:

Neither party shall be responsible for failure to perform this contract if circumstances beyond their control, including, but not limited to; acts of God, shortage of commodities or supplies to be furnished by the Hotel, governmental authority, or war in the United States that makes it illegal or impossible for the Hotel to hold the event.

ARBITRATION:

The parties agree that any dispute in any way arising out of or relating to this contract, other than disputes involving patents, trademarks, trade dress, copyrights, trade secrets, false advertising, false representation, unfair competition and/or infringement of intellectual property rights, will be resolved by arbitration before JAMS/ENDISPUTE® or the American Arbitration Association, pursuant to the organization's rules in the state and city in which the Hotel is located and pursuant to that State's law as the governing law. The parties agree that any arbitration award will be enforceable in state or federal court. The prevailing party in any arbitration or court proceeding will be entitled to an award of its reasonable costs and attorney fees and pre and post judgment interest.



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CONCLUSION:

This contract and any attachments constitute the entire contract between the parties with respect to the subject matter hereof and shall supersede all previous proposals both oral and written, negotiations, representations, commitments and other communications between parties. This contract may not be released, discharged, changed or modified except in writing and signed by duly authorized representatives of both parties.

Faxed and electronic signatures will be accepted. The persons signing below agree that they are authorized representatives of the above indicated group and Hotel who have authority to enter this contract. This agreement and the terms and conditions on the following pages may not be changed or amended unless done so in writing and signed by both parties.

When signed by representatives of both parties, this Letter of Agreement will constitute a binding contract between Davis High School and the Hotel.

All arrangements are being held on a tentative basis. To confirm on a definite basis, please sign and return the original copy of this contract by September 9, 2019 otherwise arrangements will be canceled. Upon receipt, I will countersign and send you a fully executed contract. The photocopy has been included for your reference while the executed contract is being processed.

Our team looks forward to serving you!

Dated: _____	By: _____	For: Davis High School
	Business Services Development	
Dated: _____	By: _____	For: DoubleTree by Hilton Irvine Spectrun
	Dennisse Naval, Group Sales Manager	
Dated: _____	By: _____	For: DoubleTree by Hilton Irvine Spectrun
	Sabrina Schroeter, Director of Sales	