

Addendum to Existing Contract Davis High School and Embassy Suites Seattle North/Lynnwood

This document is in reference to a contract agreement dated 06 / 18 / 2019, between the following parties that are named below in this document.

May it be known that the undersigned parties, for good consideration, do hereby agree to make the following changes and / or additions that are outlined below. These additions shall be made valid as if they are included in the original stated contract.

Stated Contract for:

Davis High School

Group: Davis High School

Band _____

Add District employee co-approver name to contract:

Bruce Colby

Davis Joint Unified School District

526 B Street | Davis, CA 95616

No other terms or conditions of the above mentioned contract shall be negated or changed as a result of this stated addendum.

Signature 

Print Name Bruce E. Colby Date 9/6/2018

Title: Chief Business Officer



EMBASSY SUITES
HOTELS®

LETTER OF AGREEMENT BETWEEN Davis High School
AND EMBASSY SUITES BY HILTON SEATTLE NORTH LYNNWOOD

Melinda Grow
Meeting Planner
Davis High School Band

315 W 14th St
Davis,
CA
Phone: 916-296-6079
Fax:
boom5of9@gmail.com

Stephanye Smith

Embassy Suites by Hilton Seattle
North Lynnwood
20610 44th Ave W
Lynnwood,
WA 98036
Phone: 425-775-2500
Fax: 425-774-0485
Email: Stephanye.smith@hilton.com

RE: Davis High School Band
MEETING DATES: 05/14/2020 - 05/15/2020

GROUP CODE: 408576

GROUP TYPE: SMERF/EDU

Davis High School Band ("Group") and Embassy Suites by Hilton Seattle North Lynnwood ("Hotel") agree as follows:

These arrangements will be a definite commitment if this agreement is signed by both parties by 06/14/2019.

Between now and 06/14/2019, unless both parties have agreed upon and fully executed this agreement, should another organization request the dates and be in a position to confirm immediately, we will advise you and you will have three (3) business days to confirm on a definite basis.

If this agreement is not mutually executed by 06/14/2019, the room block may be automatically released.

GUEST ROOM ACCOMMODATIONS

This contract applies to the following block of rooms:

TOTAL GUEST ROOM NIGHT COMMITMENT:

Rates quoted are for single or double occupancy; additional adults are \$15 per person per night Triple or Quad. Children 18 and under are free when staying with a parent or guardian. All rates are net, non-commissionable and subject to the prevailing city and state taxes and assessments. Currently, taxes total 12.4% plus a \$1 per room per night county tourism assessment; subject to change without notice.

ROOM TYPE	RATE	05/14/2020
		Thursday
Double Non Smoking	\$158.00	35
Total Room Block		35

ROOM LIST DATE

A room list indicating guest name, arrival and departure dates must be received no later than 4/14/2020 to ensure availability as outlined in the room block.

EARLY DEPARTURE FEE

Changes in your date of departure AFTER check-in will result in an Early Departure fee and/or the room rate is subject to change as discounts may have been offered because of the longer stay pattern originally proposed.

Initial 
E-Signed

CREDIT CARD PAYMENT

Subject to the terms and conditions of this Agreement, Hotel will accept Credit Card payments for all Transactions. Hotel shall honor valid Credit Cards properly tendered for use. For purposes of this contract, "Credit Card" means a credit card issued pursuant to the rules and regulations (the "Rules") of American Express, Diners Club International, Discover Card, JCB, MasterCard VISA, or any "Credit Card" for which Hotel provides processing. Upon execution of this contract, if consideration is offered by credit card, the undersigned host agrees that the credit card may be charged for any charges associated with this event, including cancellation. Once a charge for full or partial payment towards an event is processed via credit card, we are unable to refund the credit card at a later date and accept alternate payment.

All deposits are non-refundable and non-transferable.

ROOM & RELATED CHARGES

The Group will accept responsibility for [guest room, tax, food and beverage functions] and all authorized service charges for all of its attendees. All other charges will be the responsibility of the attendee.

Rooming list will be provided

All rooms & tax paid by master credit card on file

ATTRITION AND CANCELLATION POLICIES

The parties agree that the event which is the subject of this Contract will generate revenue for Hotel from a variety of sources, including guest rooms, food and beverage events, and other charges for additional services (including, incidental charges for food and beverage and other hotel amenities) that would be incurred by individual guests and by Davis High School Band. In the event that Davis High School Band does not fulfill all of its commitments or cancels in its entirety this Contract, Hotel will suffer damages that will be difficult to determine. The parties agree that the Attrition and Cancellation clauses provide for liquidated damages that have been specifically agreed upon by the parties as a reasonable estimate of the Hotel's losses and do not constitute a penalty of any kind.

GUEST ROOM ATTRITION

Hotel is relying on Davis High School Band to use "35" Total Room Nights agreed upon in the Guest Room Commitment. Davis High School Band agrees that a loss will be incurred by Hotel should there be a reduction greater than 80% in Total Room Nights used.

Attrition Penalty for this program is estimated at:	
•	<u>80% of the contracted guestrooms blocked = 28</u> <u>total guest rooms @ \$158.00 = \$4424.00</u>
•	<u>At the Cut-Off Date, Davis High School Band will be</u> <u>responsible for the total value of the guestrooms reserved or</u> <u>the original contracted block with attrition, whichever is</u> <u>greater.</u>
<u>All charges are plus applicable taxes and service charges</u>	

CLEANING

Reasonable clean-up is expected and provided. Exceptional clean up (i.e. carpet damage) will be charged at a minimum fee of \$250.00 at the Hotel's discretion. This will include (but not limited to) damage by candle wax. Permanent damage to the hotel property will be assessed at current replacement cost.

MG

E-Signed

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CANCELLATION

The group agrees that should the entire group cancel its event for any reason, including changing its meeting site to another hotel, that the hotel will suffer damages. The closer in time to the date of your event that a cancellation occurs, the less likely it is that the hotel will be able to replace any or all of your business with comparable business. Therefore, the parties agree that the group will pay as liquidated damages to the hotel immediately upon notice of cancellation a percentage of the total revenues anticipated by the hotel for your event from sleeping rooms, food and beverage events set forth in your program and ancillary revenues as follows:

More than 1 year from date of arrival	20% of Total Estimated Revenue
12 Months to 6 Months from date of arrival	35% of Total Estimated Revenue
6 Months to 3 Months from date of arrival	50% of Total Estimated Revenue
90 Days to 30 Days from date of arrival	75% of Total Estimated Revenue
Within 30 days from date of arrival	100% of Total Estimated Revenue

In the event that this meeting is canceled prior to the time that specific sleeping room rates are agreed upon, menu prices are established, or exhibit space rates are established, then our current room rates, current menu prices and current exhibit space rates, as set forth herein, will be used in calculating the hotel's anticipated gross revenues. Ancillary revenues will be calculated using the average daily per occupied room ancillary revenue for the same month as the convention from the most recent year available.

The hotel will not consider notice of cancellation valid and will not release accommodations held until payment of the liquidated cancellation damages is received, therefore delay in payment may result in higher damages owed.

FORCE MAJEURE

The performance of this agreement by either party is subject to Acts of God, war, threats of terrorism, government regulation or advisory, disaster, fire, strikes, civil disorder, curtailment of transportation facilities unreasonable delaying attendees from attending, or similar cause beyond the parties making it inadvisable, illegal or impossible to hold the meeting/convention or provide the facility. Either parties may terminate or suspend its obligations under this agreement if such obligations are delayed, prevented or rendered impractical by any of the above events to the extent such events are beyond the reasonable control of the party whose reasonable performance is prevented or rendered impractical.

AMERICANS WITH DISABILITIES ACT

The hotel represents and the group acknowledges that beginning on January 1, 1992, and continuing thereafter in accordance with the compliance dates established or required under Title III of the Americans With Disabilities Act and the regulations promulgated hereunder ("ADA"), the hotel facilities being rented to the group under this Agreement, its guest rooms, common areas and its transportation services will be in compliance with the public accommodation requirements of the ADA.

INDEMINIFICATION

To the extent permitted by law, you agree to protect, indemnify, defend and hold harmless the hotel, Hilton, and the Owner, 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 Hotel.

NOTICE

Any notice required or permitted by the terms of this contract must be in writing. Notice may be sent via facsimile transmission and will be considered effective as of the date and time of the facsimile confirmation of transmission.

Initial MG]
E-Signed

SIGNATURE

This contract, with exhibits attached (if any), constitutes the entire agreement between the parties and may not be amended or changed unless done so in a writing signed by Hotel and Group.

The undersigned represent that they are authorized to sign and enter into this contract.

Notice may be sent via facsimile transmission and will be considered effective as of the date and time of the facsimile confirmation of transmission.

ACCEPTED AND AGREED TO:

Davis High School Band		Embassy Suites by Hilton Seattle North Lynnwood	
Sign	E-Signed : 06/18/2019 08:11 AM CST <i>Melinda C Grow</i>	Signature: [[sertifisignature_2]]	
Meli	boom5of9@gmail.com IP: 108.237.122.217 Sertifi Electronic Signature DocID: 20190610123051510	Stephanye Smith Sales Manager	
Meeting Planner			
Date:		Date:	
		Signature: [[sertifisignature_3]]	
		Michael Sanford	
		Director of Sales & Marketing	

E-Signed : 06/18/2019 10:10 AM CST

Stephanye Smith

stephanye.smith@hilton.com
IP: 50.125.30.34

Sertifi Electronic Signature

DocID: 20190610123051510