



DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between Victoria Marriott Inner Harbour, 728 Humboldt Street, Victoria, BC, V8W 3Z5, (125) 048-0380 x0 and Davis High School.

ORGANIZATION: Davis High School
CONTACT:
Name: Melinda Grow
Job Title: Organizer
Street Address: 315 W 14th Street
City, State, Postal Code: Davis, CA 95616-1914
Country/Region: USA
Phone Number: (916) 296-6079
E-mail Address: boom5of9@gmail.com

NAME OF EVENT: Davis High School Concert Band
REFERENCE #: M-G5W4T6H
OFFICIAL PROGRAM DATES: Friday, 05/15/2020 - Tuesday, 05/19/2020

Addendum to the agreement executed May 28, 2019. Upon signature of this agreement, the agreement signed May 28, 2019 will be null and void.

GUEST ROOM COMMITMENT/GROUP ROOM RATES

The Hotel agrees that it will provide, and Davis High School agrees that it will be responsible for utilizing, 140 room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

Date	Day	Deluxe Queen Room	Total Rooms
05/15/2020	Fri	35	35
05/16/2020	Sat	35	35
05/17/2020	Sun	35	35
05/18/2020	Mon	35	35

Start Date	End Date	Room Type	Single/Double/Triple/Quad
05/15/2020	05/18/2020	Deluxe Queen Room	\$229.00

Hotel's room rates are in Canadian Dollars and are subject to applicable state and local taxes (currently 17.16%) in effect at the time of check-out.

COMMISSION

The group room rates listed above are net non-commissionable.

METHOD OF RESERVATIONS

Reservations for the Event will be made by Rooming List.

GUARANTEED RESERVATIONS

All reservations must be guaranteed by Davis High School. Hotel will not hold any reservations unless secured by this method.

CUT-OFF DATE

Rooming List must be received on or before **Friday, April 17, 2020**, (the "Cut-Off Date"). At the Cut-Off Date, Hotel will review the reservation pick up for the Event, release the unreserved rooms for general sale, and determine whether or not it can accept reservations based on a space- and rate-available basis at the Davis High School group rate after this date.

NO ROOM TRANSFER BY GUEST

Davis High School agrees that neither Davis High School nor attendees of the Event nor any intermediary shall be permitted to assign any rights or obligations under this Group Sales Agreement, or to resell or otherwise transfer to persons not associated with Davis High School reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

BILLING ARRANGEMENTS

The following billing arrangements apply: Room and Tax to Master.

MASTER ACCOUNT

Hotel must be notified in writing at least three business days prior to arrival of the authorized signatories and the charges that are to be posted to the Master Account. Any cancellation or attrition fees will be billed to the Master Account.

ADVANCE PAYMENT

An advance payment of \$1,000 CAD was received June 4, 2019 and will be credited toward the Master Account.

METHOD OF PAYMENT

The estimated balance of Davis High School Master Account (less any advance deposit) will be due seven (7) days prior to the Group's arrival and upon receipt of invoice.

Davis High School will raise any disputed charge(s) within five (5) business days after departure and receipt of the final invoice. The Hotel will work with Davis High School in resolving any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute. If payment of any invoice is not received within thirty (30) days of the date on which it was due, Hotel will impose a finance charge at the rate of the lesser of 1-1/2% per month (18% annual rate) or the maximum allowed by law on the unpaid balance commencing on the invoice date.

Davis High School has indicated that it has elected to use the following form of payment:

- ☐ Credit card (We accept all major credit cards)
- ☐ Company check or Electronic Funds Transfer

Davis High School may not change this form of payment.

FUNCTION INFORMATION AGENDA/EVENT AGENDA

Currently there are no scheduled functions.

All meeting room, food and beverage, and related services are subject to applicable taxes (currently 5%) and service charge (currently 17%) in effect on the date(s) of the event.

DAMAGE TO FUNCTION SPACE

Davis High School agrees to pay for any damage to the function space that occurs while Davis High School is using it. Davis High School will not be responsible, however, for ordinary wear and tear or for damage that it can show was caused by persons other than Davis High School and its attendees.

ATTRITION – Rooms Per Night

Hotel is relying upon Davis High School's nightly use of the Room Night Commitment and, if applicable, the Minimum Banquet Food and Beverage Revenue. Davis High School agrees that a loss will be incurred by Hotel if Davis High School's actual usage is less than ninety percent (90%) of the Room Night Commitment on any night of the Event.

Hotel agrees to allow for a ten percent (10%) reduction in the nightly Room Night Commitment. Each night during the Event, Hotel will subtract the actual room usage for that night and the amount of permissible attrition for that night from the Room Night Commitment for that night. The difference of room nights will be multiplied by the group's average room rate (excluding staff and or complimentary rooms) and the resulting amount will be posted as charges to Davis High School's Master Account, plus applicable taxes, at the conclusion of the Event.

These charges represent a reasonable effort on behalf of the Hotel to establish its loss prospectively and shall be due as liquidated damages.

MINIMUM BANQUET FOOD AND BEVERAGE REVENUE REQUIREMENT

Not applicable.

CANCELLATION – Convention

Davis High School acknowledges that if it cancels or otherwise essentially abandons its planned use of the Room Night Commitment (a “Cancellation”), this action would constitute a breach of Davis High School’s obligation to Hotel and Hotel would be harmed. Because Hotel’s harm (and Davis High School’s obligation to compensate Hotel for that harm) is likely to increase if there is a delay in notifying Hotel of any Cancellation, Davis High School agrees to notify Hotel, in writing, within five (5) business days of any decision to Cancel. In addition, if a Cancellation occurs, the parties agree that:

- a. it would be difficult to determine Hotel’s actual harm;
- b. the sooner Hotel receives notice of the Cancellation, the lower its actual harm is likely to be, because the probability of mitigating the harm by reselling space and functions is higher; and
- c. the highest percentage amount in the chart (the “Chart”) set forth below reasonably estimates Hotel’s harm for a last-minute cancellation and, through its use of a sliding scale that reduces damages for earlier cancellations, the Chart also reasonably estimates Hotel’s ability to lessen its harm by reselling Davis High School’s space and functions.

Davis High School therefore agrees to pay Hotel, within thirty (30) days after any Cancellation, as liquidated damages and not as a penalty, the amount listed in the Chart below.

Date of Cancellation	Total Amount of Liquidated Damages Due
Date of Signed Agreement to 181 days prior	70% of Total Room Revenue* (\$22,422.00)
From 180 days to 91 days prior	80% of Total Room Revenue* (\$25,648.00)
From 91 days to 31 days prior	90% of Total Room Revenue* (\$28,845.00)
From 30 days to day of arrival	100% of Total Room Revenue* (\$32,060.00)

* “Total Room Revenue” is the dollar amount equal to the number of room nights in the Room Night Commitment multiplied by Davis High School’s average room rate (excluding staff room rates and complimentary rooms, if any). If applicable, state and local taxes will be added to the amounts listed above.

Provided that Davis High School timely notifies Hotel of the Cancellation and timely pays the above liquidated damages, Hotel agrees not to seek additional damages from Davis High School relating to the Cancellation.

IMPOSSIBILITY

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible for the Hotel to provide, or for groups in general to use, the Hotel facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical - but in no event longer than ten (10) days - after learning of such basis.

COMPLIANCE WITH LAW

This Agreement is subject to all applicable federal, provincial, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and Davis High School agree to cooperate with each other to ensure compliance with such laws.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or Davis High School will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

LITIGATION EXPENSES

The parties agree that, in the event litigation relating to this Agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party’s costs resulting from the litigation, including reasonable attorneys’ fees.

LIQUOR LICENSE

Davis High School understands that Hotel’s liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are under age.

PRIVACY

Marriott International, Inc. ("Marriott") is committed to complying with obligations applicable to Marriott under applicable privacy and data protection laws, including to the extent applicable EU data protection laws. Hotel shall comply with the then-current Marriott Group Global Privacy Statement (the "Privacy Statement," currently available at <http://www.marriott.com/about/privacy.mi>) with respect to any personal data received under this Agreement.

Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration.

Davis High School will obtain all necessary rights and permissions prior to providing any personal data to Hotel, including all rights and permissions required for Hotel, Hotel affiliates, and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Hotel's privacy statement and applicable law. Notwithstanding any other provision, Hotel may use an individual's own personal data to the extent directed by, consented to or requested by such individual.

IN-HOUSE EQUIPMENT

Not applicable

TECHNICAL SERVICES

Not applicable

UNATTENDED ITEMS/ADDITIONAL SECURITY

The Hotel cannot ensure the security of items left unattended in function rooms. Special arrangements may be made with the Hotel for securing a limited number of valuable items. If Davis High School requires additional security with respect to such items or for any other reason, the Hotel will assist in making these arrangements. All security personnel to be utilized during the Event are subject to Hotel approval.

USE OF OUTSIDE VENDORS

If Davis High School wishes to hire outside vendors to provide any goods or services at Hotel during the Event, Davis High School must notify Hotel of the specific goods or services to be provided and provide sufficient advance notice to the Hotel so that the Hotel can (i) determine, in Hotel's sole discretion, whether such vendor must provide Hotel, in form and amount reasonably satisfactory to Hotel, an indemnification agreement and proof of adequate insurance, and (ii) approve, using reasonable judgment, the selection of the outside vendor and the goods or services to be provided by such outside vendor to Davis High School, taking into consideration: (a) whether Hotel offers such goods and services; (b) the risk level posed by certain activities; and (c) the safety and well-being of guests at Hotel.

PERFORMANCE LICENSES

Not applicable

MARRIOTT BONVOY EVENTS

Marriott Bonvoy Events provides Points or Miles to eligible Marriott Bonvoy Members who book and hold qualifying meetings and events at Participating Properties.

Approximately ten (10) business days after the conclusion of the Event (provided that the Event is not cancelled and Davis High School has otherwise complied with the material terms and conditions of this Agreement), the Hotel will award Points or Miles to the Member and relevant account identified below. By inserting the airline frequent flyer account information, the recipient elects to receive Miles instead of Points.

Marriott Bonvoy Events is not available in certain circumstances, including (1) for any government employee or official booking a government event (U.S. government event or non-U.S. government event); (2) for any employee of a state-owned or state-controlled entity ("SOE") booking an event on behalf of the SOE; or (3) for any other planner or intermediary when booking an event on behalf of a non-U.S. governmental entity or SOE. Hotels in the Asia Pacific region are restricted from awarding Points or Miles to any intermediary booking an event on behalf of any governmental entity or SOE.

GROUP MUST CHECK ONE OPTION BELOW:

X The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) is eligible to receive Points or Miles.

Member Name Melinda Grow

Marriott Bonvoy Membership Number 395929834

*If Miles are desired instead of Points, please also provide:

Participating airline name _____

Participating airline frequent flyer account number _____

OR

☒ The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) declines or is not eligible to receive Points or Miles and hereby waives the right to receive Points or Miles in connection with the Event.

The individual identified above to receive either Points or Miles may not be changed without such individual's prior written consent. The number of Points or Miles to be awarded shall be determined pursuant to the Marriott Bonvoy Terms and Conditions (the "Terms and Conditions"), as in effect at the time of award. All Marriott Bonvoy Terms and Conditions apply. The Terms and Conditions are available on-line at <https://www.marriott.com/loyalty/terms/default.mi> and may be changed at the sole discretion of Marriott International, Inc. at any time and without notice. Capitalized terms used in this section have the meanings given to them in the Terms and Conditions.

ACCEPTANCE

When presented by the Hotel to Davis High School, this document is an invitation by the Hotel to Davis High School to make an offer. Upon signature by Davis High School, this document will be an offer by Davis High School. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies Davis High School at any time prior to Davis High School's execution of this document, the outlined format and dates will be held by the Hotel for Davis High School on a first-option basis until **Friday, September 6, 2019**. If Davis High School cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at the Hotel's option, the arrangements will be released, in which case neither party will have any further obligations.

Upon signature by both parties, Davis High School and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

Date: _____

Approved and authorized by Davis Joint Unified School District:

Name: Bruce Colby _____

Signature: (Sign)  _____

Title: (Print) Chief Business and Operations Officer

Date:  _____

Approved and authorized by Hotel:

Name: Doug Tewnion

Signature: (Sign) _____

Title: Senior Sales Manager

Date: _____