

# Holiday Inn Times Square South

585 West 8th Avenue, New York, NY 10018  
Phone: 212-473-6200 Fax: 212-473-6201

Today's Date: 12/06/2019

**Group Name:** Davis Senior High School  
**Group Contact:** Kelly Wilkerson  
**Address:** Davis Joint Unified School District  
526 B Street  
Davis, CA 95616

**Arrival Date:** 03/18/2020  
**Phone:** 530-902-4101  
**Email:** kwilkerson@djusd.net  
**Group Code/Type:** DSH /SMERF

Dear Kelly Wilkerson / Davis Senior High School

Thank you for selecting The Holiday Inn New York City Times Square. We sincerely look forward to being your host hotel for this Group and all your future NYC accommodation needs. Your block will be held according to the grid below. By signing and returning a copy of this agreement by 12/11/2019. Once we have the contract signed and returned by this date it makes arrangements definite between Holiday Inn New York City Times Square and Davis Senior High School/ Kelly Wilkerson. Both parties must have agreed and fully executed this agreement by this date or all agreements are null & void.

## Group Room Reservation Arrangements

Room Type	Rate	03/18/2020	03/19/2020	03/20/2020	03/21/2020
		Wednesday	Thursday	Friday	Saturday
Double	\$175.00	10	10	10	10
Total Rooms/Nights		10	10	10	10

- Room rates listed above are per room per night and exclusive of New York City, New York State, and Hotel Occupancy taxes. Current rates are subject to state and city taxes of 14.75% and \$3.50 New York City occupancy tax per night.
- Group Rates listed are net non-commissionable
- Maximum per room occupancy, King is 2 people/ Doubles is 4 people. Existing bedding only rollaways not available.
- Pre-and Post are subject to availability, and will be offered at the best available net rate.
- Standard internet service is complimentary for all guests as well as access to business and fitness center.
- Pre-purchased full American breakfast is \$18.50 per person (includes tax & gratuity). 1 Week notice must be provided to set up and arrange breakfast at group discounted rate.

## RESERVATION & PROCEDURES

All reservations must be received on or before **2/14/2020**. After this cut-off date, the hotel will review the reservation pick up, and release the unreserved rooms for general sale, and determine if it can accept reservations based upon space and rate availability at the series rate. If cancellation is necessary it must be done in writing before the cut off date. Once the rooming list is received payment will be taken in full on the card to be provided at the time of contract signing. If a written cancellation notice or rooming list is not received by 2/14/2020, payment will be taken in full based on the outlined rooms and rates above.

All reservations will be received on a rooming list, supplied by Davis Senior High School/ Kelly Wilkerson. The list will detail all rooming instructions and note any VIPs Once payment is taken the group is guaranteed. Up to 10% of the total group can be canceled with 7 days' notice. Any rooms cancelled within 7 days or more than 10% of the total group will be subject to cancellation penalty.

## CHECK-IN

Check-in time is 3:00 PM and check-out is 11:00AM. Rooms may not be available prior to hotel's stated check-in time; however, every effort will be made to accommodate early arrivals. A late departure charge may apply for anyone checking out after 11:00AM.

## BAGGAGE FEES

Porterage assistance for group arrivals is mandatory. This fee will cover luggage assistance on and off the bus/van as well as storage of luggage for early arrivals and late departure. Baggage charge per person is \$6.50 roundtrip per person.

## PARKING

Off-site parking is available at Icon Parking. Tel: 212-695-3472. It is located next to the hotel entrance on 39th Street and 8th Avenue. \$50.00 for 24hour period- standard vehicle, SUV \$65.00. There is no in and out privilege. Tel: 212-695-3472

## Personal Items

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Hotel assumes no responsibility for loss of money, jewels, or other valuables, unless placed in our safe deposit boxes located at the front desk. The Hotel is not responsible for contents left in room or auto. I Kelly Wilkerson representing Davis Senior High School agree that my liability for the groups bill is not waived and agree to be held personally liable in the event that the indicated person, company or association fails to pay for any part or the full amount of these charges.

## **FORCE MAJEURE**

This agreement may be cancelled by either party without penalty or liability on written notice to the other party if any act of God, terrorist activity, court or governmental action or regulation, disaster, strike, labor strike, civil disorder, criminal activity, casualty, regulation, or other event beyond our reasonable control makes it unreasonably dangerous, illegal, or impossible to provide our facilities for the purposes intended under this agreement (a "force majeure event"). If any force majeure event occurs during the Group Dates, both parties reserve the right to suspend or terminate the scheduled event without liability to each other. Except for a force majeure event, this agreement shall not be cancelled or terminated by either party on the basis of holding this event at another hotel, or similar venue.

## **INDEMNIFICATION**

Each party hereby agrees to indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action resulting from the gross negligence or intentional misconduct of such party or its respective officers, directors, employees, agents, contractors, members or participants (as applicable), provided that with respect to officers, directors, employees, and agents, such individuals are acting within the scope of their employment or agency, as applicable.

## **AMERICAN WITH DISABILITIES ACT**

Both the group and the Hotel shall be responsible for compliance with the public accommodations requirements of the American with Disabilities Act as defined by law. The Hotel shall provide, to the extent required by the Act, such auxiliary aids and/or services as may be reasonably requested by the group, provided that the group gives reasonable advance written notice to the Hotel of such needs. Group shall be responsible for the costs of any auxiliary aids and services (including engagement of and payment to specialized service providers, such as sign language interpreters), other than those types and quantities typically maintained by the Hotel.

## **ARBITRATION/DISPUTE RESOLUTION/ATTORNEY'S FEES**

Any controversy, claim or dispute arising out of or relating to this Agreement, shall at the option of the Hotel be settled through non-binding mediation or binding arbitration conducted in accordance with the rules of the American Arbitration Association or through an action brought in any court of competent jurisdiction in the State of New York for trial and determination by such court sitting without a jury, under the law of the State of New York in either case. In connection with any such litigation, including appellate proceedings, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs. In addition, Group shall be responsible for payment of attorneys' fees and interest associated with the Hotel's efforts to collect monies owed under the terms of this Agreement. The parties consent to the exclusive jurisdiction of a court of competent jurisdiction in the State of New York and to service of process outside the State of New York pursuant to the applicable requirements of such court in any matter so submitted to it and the parties each expressly waive the right to a trial by jury. Any judgment or award rendered by the arbitration as referenced above may be entered in any court in the State of New York having jurisdiction thereof or in any court having jurisdiction over the party against whom judgment is sought to be enforced. Neither party shall under any circumstances be responsible for indirect, consequential or punitive damages.

## **NOTICE**

Any notice required or permitted by the terms of this contract must be in writing. Notice must be sent by certified or registered mail, return receipt requested, or by a recognized overnight courier service with provision for a receipt. Notices shall be deemed effective as of the date shown on the receipt.

## **SIGNATURE**

This agreement constitutes our general understanding to terms and conditions and requires a review by each party.

### **Hotel Representative**

Richard Keating \_\_\_\_\_

Director of Sales & Marketing \_\_\_\_\_

Date: \_\_\_\_\_

Signature \_\_\_\_\_

### **Davis Senior High School Representative**

DJVS

Kelly Wilkerson \_\_\_\_\_

Bruce E. Colby  
Chief Business Officer

Date: 12/11/19 \_\_\_\_\_

Signature \_\_\_\_\_

