



SALES EVENT AGREEMENT

DRAFTED: Tuesday, January 14, 2020

This **Quick Confirmation Agreement** ("Agreement") between **Ralph Waldo Emerson Junior High** by its agent, ("Group" or "you" or "your(s)") and **Orangewood, LLC** ("Owner"), d/b/a **DoubleTree Suites by Hilton Anaheim Resort – Convention Center** (the "Hotel" or "we" or "us" or "our") is intended to be helpful to both you and us and result in your satisfaction with our performance.

Especially Prepared For:		Event/Hotel Information:	
Company Name:	Ralph Waldo Emerson Junior High	Name of Hotel:	DoubleTree Suites by Hilton Anaheim Resort – Convention Center
Group Contact:	Phil Bentz	Name of "Event":	Ralph Waldo Emerson Junior High
Title:	Advisor	Date(s) of Event:	April 23, 2020 - April 26, 2020
Address:	2121 Calaveras Ave.	Hotel Contact:	Virginia Zuno
City, State, Zip:	Davis, CA 95616	Title:	Sales Manager
Phone:	(530)383-9072	Phone:	(714) 383-7018
Fax:		Fax:	(714) 383-7029
Email:	pbentz@djud.net	Email:	virginiaz@doubletreeanaheim.com

The sleeping rooms listed below will be considered definite commitments upon signing of this Agreement by both parties, and will be subject to all terms and conditions set forth herein. We are pleased to reserve the following accommodations and arrangements for your Event. Please review the detailed information outlined within to assure that this accurately reflects your requirements:

SLEEPING ROOMS

	Thu 04/23/2020	Fri 04/24/2020	Sat 04/25/2020	Sun 04/26/2020
2 Queen 2 Room Suite	10	10	10	Check-out

TOTAL ROOM BLOCK RESERVED: 30

SLEEPING ROOM RATES

Room	Single Rate	Double Rate	Triple Rate	Quad Rate
2 Queen 2 Room Suite	199.00	199.00	199.00	199.00

ADDITIONAL PERSON: \$20.00 PER PERSON PER DAY

Sleeping room rates are **net non-commissionable** and are quoted exclusive of applicable state and local taxes, fees and assessments. In addition to the Total Minimum Anticipated 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 of California, currently the hotel occupancy tax rate is **17%** and there is a **\$2.93 inclusive** California Tourism Assessment Fee per room per night. Quoted sleeping rates will be offered, **based on availability**, to your attendees two days before and two days after the above dates.

The discounted guestroom rates in this Agreement are based on the guaranteed minimum revenue anticipated by the hotel, excluding taxes, labor fees, gratuities and facilities charge. Should your minimum revenue actualized be reduced, your discounted guestroom rates will be re-evaluated.

Summary Of Minimum Revenue Anticipated By Hotel From This Agreement	
Total Anticipated Sleeping Room Revenue:	\$5,970.00
Total Minimum Anticipated Revenue:	\$4,776.00

CONCESSIONS: In consideration of the entire value your Event brings to the Hotel, we are pleased to offer the following concessions based on the achievement of **80%** or greater of your Total Anticipated Sleeping Room Revenue. If the Anticipated Sleeping Room Revenue materializes at less than **80%**, the concessions will be reduced or removed at the discretion of the Hotel or, at your request, provided and charged to your Master Account at retail value, in addition to any performance damages you may owe. Please advise your Convention Services Manager no later than ten (10) days prior to first guest room arrival of your decision whether you prefer to have concessions reduced or if you want to retain and pay for them. If you elect to pay for unearned concessions, you agree that you will pay all applicable labor charges, state and local taxes, gratuity and/or service charges on all concessions provided.



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List of Concessions:

- Complimentary high speed guest room internet
- Reduced self-parking: \$12.00 plus tax, per car, per day. (normally \$18.00 per car per day)
- Bus Parking available at \$50.00+ per bus, per night
- Hot Breakfast Buffet included in rates. Hot Breakfast Buffet is served in Agio Ristorante.
- Event Planner Points: Award One Hilton Honors point for every USD spent on guest room revenue to the master account.

TERMS AND CONDITIONS

1. **METHOD OF RESERVATIONS:** Reservations will be made by **Rooming List**. Your Convention Services Manager will send you an Excel template to create your rooming list. Your final rooming list must be received on or before the Cut-Off Date

BILLING INFORMATION: Room and tax will be paid by: **Master Account**

INCIDENTAL CHARGES: It is our understanding that each individual guest is responsible for their own incidental charges. It is our policy that these charges must be paid in full prior to the guest's departure, with individual credit being established upon check-in. It is your responsibility to instruct guests to check with the Hotel to make certain all incidentals are paid for prior to departure.

2. **CUT-OFF DATE:** In order to assign specific room types to your attendees, each sleeping room in your Room Block must be confirmed in the manner described below no later than **Thursday, April 2, 2020**. This date will be known as your "Cut-Off Date." After the Cut-Off Date, the Hotel will continue to hold any rooms in your Room Block not assigned to a specific attendee if you pay for such rooms in full at that time OR if you guarantee payment of such rooms to the Master Account. If you have not guaranteed or prepaid such rooms, you agree that Hotel may offer unused sleeping rooms held in your Room Block to other customers to reduce Hotel's losses and your obligations under the performance damages clause. Confirmation of rooms after the Cut-Off Date will only be accepted based on availability of contracted room type(s) and at the Hotel's prevailing rates.

GUARANTEE: The attached credit card authorization form should be completed and returned with the signed contract in order to guarantee the guestroom block.

INDIVIDUAL CANCELLATION FEE: Any room reservation cancelled **less than three (3) business days** prior to the attendee's reserved arrival date will be charged a cancellation fee of **One Nights Room and Tax**.

EARLY CHECK IN: Our check-in time is **4:00 PM**; check-out time is **11:00 AM**. All guests arriving before 4:00 PM will be accommodated as rooms become available. Our Bell Desk can arrange to check baggage for those arriving early when rooms are unavailable and for guests attending functions on departure day.

EARLY CHECK OUT FEE: If an attendee who has requested a room within your Room Block checks out prior to the attendee's reserved check-out date, we will charge an early check-out fee of **One nights' Room and Tax**. Attendees wishing to avoid an early check-out fee should advise us at or before check-in of any change in planned length of stay. We will inform attendees of the early check-out charge upon check-in and we request that you also inform your attendees of the charge.

3. **EVENT PLANNER BONUS PROGRAM:** **Phil Bentz** ("Event Planner") is eligible to earn an Event Planner Bonus for a qualifying event. The Event Planner's Hilton Honors Account Number is N/A. For this Event, Event Planner is eligible to earn **one Hilton Honors bonus point** for every eligible dollar spent, up to a maximum award of 100,000 Hilton Honors bonus points. Eligible revenue will include (list all revenue eligible) up to a maximum of \$100,000 of eligible revenue. If your entire Room Block is actualized at the minimum convention rates, we estimate that the Event Planner will earn **5970** Hilton Honors bonus points. Full details and rules regarding the Event Planner Bonus Program are available by visiting www.hilton.com.
4. **PAYMENT TERMS:** We require that you pay an initial deposit of **\$2,000.00** at the time that you sign and return this Agreement to us. You agree to pay the entire remaining balance of the **estimated Master Account charges OR Total Minimum Anticipated Revenue** in cash, credit card or by certified check at least ten (10) days prior to your Event or by personal bank check no later than two weeks prior to your Event.

All charges can be paid by a major credit card that we accept. Currently, our hotel accepts MasterCard, Visa, Diners Club, American Express and JCB International. You will provide us with a valid credit card to which all estimated Master Account charges will be charged no later than ten (10) days prior to your Event.

If advance payments or deposits are not paid on a timely basis, the Hotel will have the right, at its option, to consider the Agreement cancelled and will be entitled to cancellation damages as provided in this Agreement.



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5. **CANCELLATION:** The special rates we offer to you are based in part upon the total gross revenue anticipated by us from your agreement to use and pay for the rooms and events set forth in this Agreement. You guarantee that your Event will provide the Total Minimum Anticipated Revenue. You agree and understand that, in the event of a cancellation, our actual damages would be difficult to determine. Therefore, you agree that should you cancel your Event for any reason other than due to a valid Impossibility occurrence, including changing your meeting/function site to another hotel, you will pay as liquidated damages and not as a penalty, a percentage of the Total Anticipated Revenue for your Event, plus any applicable state and/or local taxes as required by law, calculated as follows:

Payment of cancellation damages is due at the same time that you deliver your written notice of cancellation to the Hotel. We may consider your notice of cancellation to be invalid and thus may not release accommodations held until payment of the applicable cancellation damages is received; therefore delay in payment may result in higher cancellation damages owed.

Date Of Cancellation	Percentage Owed / Amount Owed
Date of signing to 90 days in advance of arrival	40%
89-60 days in advance of arrival	50%
59-30 days in advance of arrival	60%
29 days or less in advance of arrival	80%

PERFORMANCE: You further agree to pay reasonable liquidated damages to the Hotel for lack of performance if the Event is held but the Hotel does not realize the Total Minimum Anticipated Revenue from your Event. The damages owed will be the amount necessary for the Hotel to receive no less than 80% of the Total Anticipated Sleeping Room Revenue as described in summary table in this Agreement, plus any applicable state and/or local taxes as required by law. All estimated Total Minimum Anticipated Revenue performance damages will be due and payable to the Hotel on the final day of your event.

6. **PARKING:** A self-parking Reduced Rate of \$12.00 per day, plus tax, per car, per day will be charged to your guests.
7. **DELIVERIES:** Arrangements for delivery of packages should be made through the sales office. A service fee of **\$15.00 per box and \$150.00 per pallet, per day** will be billed for all incoming shipments. No COD packages will be accepted. Shipments arriving earlier than three (3) business days prior to the day of the first scheduled function will not be accepted by the Hotel. The Hotel Receiving Dock is not equipped with a lift. Trucks must be equipped with lift gate for pallet delivery. All packages and pallets for pick-up must be prepared and arranged by **Ralph Waldo Emerson Junior High**. The Hotel policies on safe package handling are based on advice from the United States Postal Service (USPS) and the federal Centers for Disease Control and Prevention (CDC).
8. **COMPLIANCE WITH LAWS:** Group represents warrants and agrees that Group is currently, and at the time of the Event that is the subject of this Agreement will be, in compliance with all provisions of the Patriot Act and regulations or requests of the U.S. Department of Homeland Security and the Office of Foreign Assets Control in the U.S. Department of the Treasury. Hotel may cancel this Agreement without any liability if in the Hotel's sole, reasonable determination, Hotel believes that it is necessary to do so in order to comply with its obligations under such applicable laws, rules or regulations.
9. **DISPUTE RESOLUTION:** The parties agree that, subject to the exclusion of intellectual property matters as set forth below, any dispute in any way arising out of or relating to this Agreement will be resolved by arbitration using one arbitrator before JAMS or American Arbitration Association in the state and city in which the Hotel is located, or the closest available location; 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. The parties further agree that in any arbitration proceeding they may conduct reasonable discovery pursuant to the arbitration rules, that the law of the state in which the Hotel is located will be the governing law, and any arbitration award will be enforceable in state or federal court.
10. **DISPUTES INVOLVING CREDIT CARD PAYMENTS:** As a condition of Hotel agreeing to accept your credit card as an approved form of payment for all master account charges, you specifically agree to waive any rights you may have under applicable state and federal truth in lending laws or otherwise (including, but not limited to, under your credit card issuer's procedures for resolving such disputes) to receive a temporary credit from your credit card issuer for disputed charges arising from your credit card transactions with Hotel (commonly referred to as a "chargeback"). You agree that any disputes that you may raise with respect to any master account charges must be addressed directly between you and us and to work in good faith to resolve any such disputed invoices in a timely manner. Any dispute that cannot be timely resolved to the mutual satisfaction of the parties shall be resolved in accordance with the dispute resolution provisions as contained in this Agreement.
11. **COLLECTION/ATTORNEY'S FEES:** The parties agree that in the event that any dispute arises in any way relating to or arising out of this Agreement, the prevailing party in any arbitration or court proceeding will be entitled to recover an award of its attorney's fees and costs, plus pre and post judgment interest. If we retain the services of a collection agency or attorney to assist in the collection of any amounts due to us under this Agreement, you will pay all expenses incurred by us in such collection efforts.



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- 12. **IMPOSSIBILITY:** Neither party shall be responsible for failure to perform this Agreement 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 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.
- 13. **OPTION DATES:** These arrangements are being held on a **first option basis until January 17, 2020 (the "Option Period")**. However, should other business opportunities arise such that we are in a position to confirm immediately, you will be advised and given **24 hours** or until the end of your Option Period (whichever is shorter) to confirm this Agreement on a definite basis by returning a signed copy of this Agreement to us and deposit as specified in clause #3, or to enable alternate dates to be researched and offered for your use. Please note that it is your responsibility to notify us if you need to request an extension of your Option Period. **If we do not receive a signed copy of this Agreement by January 17, 2020, we may, at our sole option and with no notice required, release this first option, or may continue to hold the arrangements.**
- 14. **AMENDMENTS/CHANGES:** If this Agreement is returned signed but with changes, it shall not constitute an acceptance, but rather a counteroffer by you that may be accepted or rejected by the Hotel in our sole discretion. This Agreement will become a binding commitment upon signature by both you and us (even if signed after the Option Period). Any amendments or changes to the arrangements described in this Agreement must be made in writing, signed by both you and us; provided, however, that this Agreement includes all signed or unsigned Event Orders (and the terms and conditions contained therein and attached thereto) issued by us for this and related events and that your final guarantee of attendance may be made by phone. This Agreement, including all exhibits attached hereto (if any), upon signature by both parties below, constitutes the entire understanding between the parties and may not be amended or changed unless done so in writing and signed by Hotel and Group. For purposes of this Agreement and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by facsimile transmission will be considered as enforceable and valid as an original signature by the party signing. The effective date of communications between the parties will be determined as follows:
 - a) Communications sent via U.S. Mail or private mail delivery service (i.e. Fed Ex) will be effective as of the date sent;
 - b) Communications sent via facsimile will be considered effective as of the date and time on the facsimile confirmation sheet retained by the sender.

For the avoidance of doubt, emails, including emails that bear an electronic "signature block" identifying the sender, do not constitute signed writings for purposes 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.

ACCEPTED AND AGREED TO:

Ralph Waldo Emerson Junior High - *DJVS D*

By: *[Signature]*
 [sign above]

Name: *Bruce Colby, CEO*

Dated: *1-17-2020*

HOTEL:
DoubleTree Suites by Hilton Anaheim Resort – Convention Center

By: _____
 Virginia Zuno, Sales Manager

Name: _____

Dated: _____

By: _____
 Annice McCuller, Director of Sales & Marketing
 [initial above]