

**CONTRACT NAME: AGREEMENT BETWEEN HYATT  
REGENCY SACRAMENTO AND DAVIS JOINT UNIFIED  
SCHOOL DISTRICT**

**BRIEF DESCRIPTION OF CONTRACT:** This is a contract between Hyatt Regency Sacramento and DJUSD to provide a facility for the Davis Senior High School Senior Prom on May 26, 2018.

**FISCAL IMPACT:** The total minimum cost for the venue rental, banquet food and beverage cost is \$25,500 and will be paid by Class of 2018 Associated Student Body Funds, from fundraising events and ticket sales. There is no financial impact to District funds.



HYATT REGENCY SACRAMENTO  
1209 L STREET

SACRAMENTO, CA 95814- US

Telephone: (916) 443-1234  
Fax: (916) 321-3788

November 6, 2017

### CATERING CONTRACT

GROUP NAME: DAVIS SENIOR HIGH SCHOOL  
FUNCTION NAME: SENIOR PROM  
CONTACT NAME: JULIETA KAMIN  
ADDRESS: 315 W 14TH STREET  
DAVIS, CA 95616  
PHONE NUMBER: (530) 757-5400 x 150  
EMAIL ADDRESS: [jkamin@djusd.net](mailto:jkamin@djusd.net)

| Day      | Date      | Function    | Time             | Set Up         | # of guests | Room Rental |
|----------|-----------|-------------|------------------|----------------|-------------|-------------|
| Saturday | 5/26/2018 | SENIOR PROM | 6:00 PM-12:00 AM | BANQUET ROUNDS | 650         | \$ 500      |

DAVIS SENIOR HIGH SCHOOL ("Group") and HYATT REGENCY SACRAMENTO ("Hotel") agree as follows:

#### **DEFINITE BOOKING**

Once you sign and return this agreement, along with the required deposit of **\$2,500.00**, your reservation will be confirmed and considered a definite booking. This signed contract and deposit of **\$2,500.00** are due on **11/20/2017**.

#### **MINIMUM REVENUE COMMITMENT**

Based on the approximate number of guests set forth above, a minimum of **\$25,000.00** in combined banquet food and beverage revenue and **\$500.00** in meeting room rental will be spent at your function. This minimum does not include guestroom charges, service charges, any applicable taxes, labor charges, audiovisual, or any other miscellaneous charges incurred. Should your final count drop below the approximate number of guests listed above, we will be happy to advise you on additional alternatives in food and beverage which will bring you back up to the agreed upon minimum revenue figures for your function.

#### **SPECIAL HOTEL CONCESSIONS**

In consideration of achievement of Group's minimum revenue commitment, the Hotel will provide the following:

- Reduced Room Rental Fee from \$1,500.00 to \$500.00 for use of the Regency Ballroom and Regency Foyer
- Discounted Menu Pricing for a (3) Course Plated Dinner: Chicken Entrée \$52.00; Fish Entrée \$53.00; Vegetarian Entrée \$50.00. (Price Does Not Include Tax and Service Charge) Dinner Pricing Includes a Beverage Station with Fruit Punch and Lemonade
- Complimentary Menu Tasting for up to (6) Guests
- Your Choice of (4) Complimentary Standard Rooms or (2) Complimentary Suites on the Night of May 26, 2018
- (10) Complimentary Valet Parking Passes (Not Valid for Overnight Guests)

#### **CANCELLATION POLICY**

Either the Hotel or Group may cancel this contract without cause at any time prior to the event by paying to the other party liquidated damages (agreed not to constitute a penalty) based on the following scale:

|   |             |
|---|-------------|
| More than six(6) months from arrival date (40% of estimate revenue)                 | \$10,200.00 |
| Less than six(6) months to one(1) month from arrival date (60% of estimate revenue) | \$15,300.00 |
| Less than one(1) month up to arrival date (75% of estimate revenue)                 | \$19,125.00 |

Cancellations made under this provision shall be made by the canceling party to the non-canceling party by written notice and payment of the liquidated damages due at that time.

Failure to remit payment when due will result in Group's cancellation of this Agreement and Group shall be liable for the Cancellation Fee as set forth herein.

#### **FORCE MAJEURE**

The parties' performance under this Agreement is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, restriction on food, beverage or other supplies or any other emergency of a comparable nature beyond the parties' control, making it impossible, illegal or which materially affects a party's ability to perform its obligations under this Agreement. In order to terminate this agreement under this provision, the terminating party must provide written notice to the other party within five (5) days of the occurrence of any of these events. In the event of termination by the Hotel under this section, the Hotel shall refund all deposits and/or prepayments made by the Group within five (5) days of the notice of termination.

#### **GUARANTEE COUNTS**

In arranging for private functions, the final attendance must be received by the Catering Office no later than 11:00 a.m. three (3) working days prior to the commencement of the function. This number will be considered a guarantee, not subject to reduction, and charges will be made accordingly. Please provide the guarantees on the following days\*:

|                         |  |
|-------------------------|--|
| <b>Day of Function:</b> | <b>Guarantee due on the preceding:</b> |
| Saturday                | Wednesday                              |

\*National Holidays are not considered working days and should be taken into consideration when submitting guarantees.

The Hotel will be prepared to serve 3% more than the guaranteed number of attendees and cannot be responsible for service to more than 3 % over the guarantee for groups of up to 1,000 persons.

#### **TAXES**

All federal and local taxes / charges which may be imposed or be applicable to this agreement and to the service rendered by the Hotel are in addition to the prices herein agreed upon, and the Group agrees to pay them.

#### **FOOD AND BEVERAGE**

No food and beverage of any kind may be brought into the Hotel by the Group or any of the Group's guests or invitees.

#### **PAYMENT**

The hotel requires full prepayment on all events seven (7) business days prior to a group's arrival. Payment may be made by credit card or check. The estimated charges for this event are due May 4, 2017.

#### **SERVICE CHARGE**

A 23% Service Charge and applicable taxes shall be added to all food and beverage and room rental fees.

#### **INDEMNIFICATION AND HOLD HARMLESS**

Hotel agrees to defend, indemnify and hold harmless Group from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees, arising out of or resulting from any act undertaken or committed by Hotel pursuant to the performance of its obligations under this Agreement. Hotel also agrees to defend, indemnify and hold harmless Group from any liability resulting from any claim, action or cause of action, which may be asserted by third parties arising out of Hotel's performance pursuant to this

Agreement, except for those actions or liabilities which are due to the misconduct or negligence of the Group.

Group agrees to defend, indemnify, and hold harmless Hotel from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees, arising out of or resulting from any act undertaken or committed by Group or any contractors hired or engaged by the Group in connection with performance of Group's obligations under this Agreement. Group also agrees to defend, indemnify, and hold harmless Hotel from any liability resulting from any claim, action or cause of action, which may be asserted by third parties arising out of the performance of Group's obligations pursuant to this Agreement, except those actions which are due to the misconduct or negligence of Hotel.

#### **INSURANCE**

Group and Hotel are required to insure their obligations set forth in the section entitled "Indemnification and Hold Harmless" above, and to provide evidence of such insurance upon request. For any activity introduced onto the premises by an outside contractor hired by Group, Group will be fully responsible for the actions of such outside contractor. Upon request, Group will provide a certificate of insurance covering the actions of such outside contractor, naming the Hotel and Hyatt Corporation as additional insureds with regard to the activities of such outside contractor.

#### **PERMITS/LICENSES**

In the event that the Group's function requires a permit or license from any governing body, local, state or federal, the Group is solely responsible for obtaining such license or permit at Group's expense.

#### **EVENT ROOM**

The Hotel reserves the right to assign another room for the Customer's functions in the event the room originally designated for such function shall be unavailable or inappropriate, in the Hotel's sole opinion.

#### **CHANGES; NOTICE**

Any changes to these terms must be made in writing and signed by both parties to be effective. Any modifications, additions or corrective lining out made on this Agreement will not be binding unless such modifications have been signed or initialed by both parties. Any notice hereunder shall be given to the individuals listed on the first page of this Agreement at the addresses set forth herein. Notice must be given through certified or registered mail, return receipt requested, overnight delivery, with a signature signifying receipt, or by facsimile in order to be effective under this agreement and shall be deemed delivered upon receipt.

#### **DAMAGES**

Neither party shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, even if such party has knowledge of the possibility of such damages.

#### **AGREEMENT**

This Agreement, along with the attached Hotel's Information Sheet, which is incorporated herein by reference, are all of the terms agreed to by the parties. The agreement shall be considered accepted once both parties have signed below. It is our understanding that you are empowered by your organization to make these arrangements. A signature delivered by facsimile or electronic means will be considered binding for both parties. All prior agreements, verbal or written, are no longer effective once this Agreement is signed by the parties.

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

Signature: \_\_\_\_\_  
HEATHER C FOREMAN  
(HYATT REGENCY SACRAMENTO)

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

Signature: \_\_\_\_\_  
Printed: BRUCE E. COLBY  
(DAVIS JOINT UNIFIED SCHOOL DISTRICT)