

CONTRACT NAME: AGREEMENT BETWEEN DOUBLETREE BY HILTON LOS ANGELES – WESTSIDE AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: This agreement is between DoubleTree by Hilton and DJUSD to provide lodging for the All Treble Choir trip to Los Angeles, CA, from February 15 to February 18, 2018.

FISCAL IMPACT: Donations to the Advanced Treble Choir booster organization fund this trip.



GROUP SALES, ROOMS ONLY AGREEMENT

Friday, January 05, 2018

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between DoubleTree by Hilton Los Angeles Westside and Davis High School Advanced Treble Choir.

ORGANIZATION: **Davis Joint Unified School District**
CONTACT:

Contact Name: Dr. Karen Gardias
Director
Address: 315 W 14th Street
Davis, CA 95616
Phone #: 530-757-5400
E-mail Address: dhsmads.info@gmail.com

NAME OF EVENT: Davis HS Advanced Treble Choir

OFFICIAL PROGRAM DATES: Thursday, February 15, 2018 through Sunday, February 18, 2018

GUEST ROOM COMMITMENT

The Hotel agrees that it will provide, and Davis Joint Unified School District agrees that it will be responsible for utilizing, 39 room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

	Thu 02/15	Fri 02/16	Sat 02/17
Doubles Non Smoking	13	13	13

GROUP ROOM RATES

Hotel confirms the following non commissionable group rates plus applicable state and local taxes currently 14.695%, per night in effect at the time of check in:

Room	Single Rate	Double Rate
Doubles Non Smoking	\$199.00	\$199.00

CHECK-IN PROCEDURE:

It is the responsibility of the contract signatory to advise their guests/attendees the following check-in procedure:

- All Guests must present a valid credit card or debit card upon check-in as a guaranteed method of payment
- Our front desk will place an authorization on your account and no charges will be made to individuals account upon check-in. Debit card initial authorization will be automatically deducted from an individual's account balance Each hold will be released 3-5 business days after departure, depending on individual's bank/s processing timeline
- Hotel is not responsible for overdrafts or fees associated with individual's debit card

EARLY DEPARTURE FEE

In the event that a guest who has reserved a room within your block checks out prior to the guest's reserved checkout date, an early departure fee of \$75.00 will be charged to that guest's individual account. Guests wishing to avoid this fee must advise the hotel at or before check-in. The hotel will deduct any such fees that are collected from any amount you may owe as sleeping room attrition.

SPECIAL CONCESSIONS

In consideration of the Room Night Commitment and the functions identified on the Function Information Agenda/Event Agenda, Hotel will provide Davis Joint Unified School District the following special concessions:

DoubleTree by Hilton Los Angeles Westside
6161 W. Centinela Avenue, Culver City, CA 90230-3200
Telephone: 310-649-1776 Fax: 310-649-6566
www.losangeleswestside.doubletreebyhilton.com

1. Complimentary WIFI in all guestrooms and Lobby
2. \$25 inclusive per person breakfast buffet in SHARE restaurant
3. Discounted self-parking overnight to \$12 normally \$24
4. Bus Parking overnight at \$70 per bus
5. Meeting Planner Points

HHONORS MEETING PLANNER POINTS

This event qualifies you to receive HHonors meeting Planner Points. If you would like to take advantage of the points earned by revenues consumed, please provide your HHonors Membership Number Below.

HHonors Number

ADJUSTMENTS TO CONCESSIONS

In the event of reductions in the Room Night Commitment of more than 85%, the Hotel may adjust any concessions previously offered in this Agreement, including those concessions offered on a complimentary basis, and may also adjust the Function Space in direct proportion to the reduction in the Room Night Commitment.

ROOMS ATTRITION

Davis Joint Unified School District agrees that it will pay Hotel \$199.00 for each room night not utilized below 85% of total room block, as a reasonable estimate of the harm the attrition will cause the Hotel. On the cut off date the hotel will release any rooms not reserved under the group block, and the attrition fee will apply. Hotel agrees that after receiving this payment, it will not seek additional damages.

RESERVATION METHOD

Individual Reservations must be made no later than: **Thursday - January 25, 2018**. Once the cut off date has passed, all unreserved guestrooms will be released from the block. Guestrooms and the guestroom rate will be based on availability for any individuals calling to make reservations under the group block after the cut off date.

Reservations will be by: **Rooming List**

PAYMENT INFORMATION

Your program is not considered definite until Payment Information is received.

CREDIT CARD PAYMENT: A valid credit card authorization form may be submitted in lieu of Direct Billing or Advanced Deposit. A front and back copy of the credit card being used is also required. This card will be authorized for payment 72 hours prior to arrival if full payment has not already been received. In the unlikely event the card would be declined, another method of payment must be received at that time.

DEPOSIT SCHEDULE: In the event neither Direct Billing nor credit is approved or requested, 10% of all estimated charges will be due to Hotel upon execution of this Agreement, 50% of all estimated charges will be due to Hotel 30 days prior to arrival and a payment for all remaining charges must be made no less than 72 hours prior to arrival. In the event the Hotel does not receive such payments as set forth herein, the Hotel shall have the option of releasing your space by providing you with written notice, and you will remain liable for any cancellation and other similar charges provided in this Agreement

DEPOSIT INFORMATION			
TYPE	AMOUNT	METHOD	DUE DATE
Initial Deposit (non-refundable, non-transferable)	\$1081.27	Credit Card	12/29/17 Due with signed contract
Estimated Balance	\$9731.40	Credit Card	February 8, 2018

(Second and Final Deposits amounts are estimates, based on the anticipated attendance that was discussed with your Catering Manager. These numbers may change based on your final Guaranteed Attendance to be given 72 business hours in advance of the event). Your program is not considered definite until a non-refundable deposit is received.

* Please initial that you understand the above deposit information and the due dates. [[SertifiInitial_1]]

Credit Card Authorization is required (on file) for any overages the night of the event.

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As per our agreement, the following method(s) of payment will be utilized with the group:

- | | | |
|---|--|--|
| <input type="checkbox"/> Direct Bill All Charges | <input type="checkbox"/> Direct Bill Guestrooms & Tax | <input type="checkbox"/> Direct Bill Banquet Charges |
| <input type="checkbox"/> Credit Card- All Charges | <input type="checkbox"/> Credit Card- Room & Tax | <input type="checkbox"/> Credit Card- Banquet |
| <input type="checkbox"/> Direct Bill Parking | <input type="checkbox"/> Individuals Pay Own Guestrooms & Incidental Charges | |

FORCE MAJEURE

The performance of this Agreement by either party is subject to acts of God, government authority, disaster or other emergencies, any of which make it illegal or impossible to provide the facilities and/or services for your meeting. It is provided that this Agreement may be terminated for any one or more of such reasons by written notice from one party to the other without liability.

INSURANCE

The Hotel and the Group shall obtain and maintain and provide evidence of insurance upon request in amounts sufficient to provide coverage for any liabilities, which may reasonably arise out of or result from the respective obligations pursuant to this contract.

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.

EEO/AA OBLIGATIONS

Davidson Hotels & Resorts is an equal opportunity employer and federal contractor or subcontractor. As applicable, the parties agree that they shall abide by the requirements of 41 CFR Section 60-1.4(a); 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action program and posting requirements, and that these requirements are incorporated herein. These regulations require that covered prime contractors and subcontractors ensure nondiscrimination and take affirmative action in employment to employ and advance qualified individuals without regard to sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability and protected veteran status.

AMERICANS WITH DISABILITIES ACT

Both the Group and the Hotel shall be responsible for compliance with the public accommodation requirements of the Americans 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 Group for use in sleeping rooms and public areas of the hotel, provided that Group gives reasonable advance written notice to the Hotel of such needs. Group shall be responsible for the cost of any auxiliary aids and series (including engagement of and payment to specialized service providers, such as sign language interpreters), necessary for use in the meeting space used by the group, 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 be resolved through non-binding mediation and/or binding arbitration conducted in accordance with the rules of the American Arbitration Association or JAMS in the State in which the Hotel is located. The law of the State in which the hotel is located will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or court proceeding, the prevailing party shall be entitled to recover reasonable attorney's 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.

COMPLIANCE WITH LAWS

Group agrees to comply with all applicable U.S. federal, state and local laws governing the agreement and event, including any rules, regulations or requests of the U.S. Department of Homeland Security.

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.

WAIVER

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If either party agrees to waive its right to enforce any term of this contract, it does not waive its right to enforce any other terms of this contract.

PROMOTIONAL CONSIDERATIONS

We have the right to review and approve any advertisements or promotional materials in connection with your function that specifically references any name or logo of the DoubleTree by Hilton Los Angeles Westside.

SECURITY

We have no insurance for and are not responsible for any loss or damage to your property. If required, in our sole judgment, or order to maintain adequate security measures in light of the size and/or nature of your function, you will provide, at your expense, security personnel supplied by a reputable licensed guard or security agency doing business in the city or county in which we are located, which agency will be subject to our prior approval. Such security personnel may not carry weapons. For the safety of persons and property, no fireworks or incendiary devices may be used indoor at the hotel. Group agrees to comply with all applicable federal, state and local laws, including health and safety codes and federal anti-terrorism laws and regulations including all provisions of the Patriot Act and regulations of the U.S. Department of Homeland Security and the Office of Foreign Assets Control. Group agrees to cooperate with Hotel and any relevant governmental authority to ensure compliance with such laws.

CANCELLATION

In the unlikely event that you should decide to cancel this event at any time after execution of this Agreement, the following cancellation charges will apply, which are not a penalty and represents a reasonable effort by the Hotel to establish its loss prospectively and are liquidated damages:

30 days or less prior to arrival	\$ 6567	(100% total revenue)
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These payments may be subject to the applicable taxes. Such payment shall be made by certified check or wire transfer and shall accompany your notice of the exercise of this cancellation option. Any attempted exercise of this right without the inclusion of payment, as set forth above, shall be invalid. Proper notice of cancellation is not default rather an exercise of a right under this Agreement to cancel this Agreement without any further obligations.

PARKING

Self-Parking is available for \$24.00 per vehicle per day for overnight guests. ***As a special consideration, your local event guests will receive a discounted rate for self-parking of \$12.00 per day, per vehicle.*** Please advise the Hotel if you would like to post these charges directly to your Master Account. The Hotel is not responsible for losses or damages to vehicles or its contents.

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.

SIGNATURES

Your program is not considered definite unless returned by 01/4/2018

Approved and authorized by Davis Joint Unified School District.

Name: Bruce Colby

Signature:  1-9-18
[[CertifiSignature_1]]

Title: Chief Business and Operations Officer

Phone#: 530-757-5300 x122

Email: bcolby@djusd.net

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Approved and authorized by Hotel:

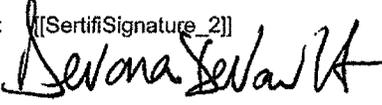
Name: Devona DeVault

Title: Sales Manager

Phone #: 310-348-4509

Fax #: 310-649-6566

Email: Ddevault@doubletreelawestside.com

Signature:  [[CertifiedSignature_2]]

Contract Void if Not signed and returned by 01/4/2018

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