

**CONTRACT NAME: AGREEMENT BETWEEN GRAND SIERRA RESORT AND
DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This agreement provides lodging for Davis Senior High School field hockey athletes in Reno, Nevada. The team is participating in a tournament and the lodging is for Sunday, September 23 to Monday, September 24.

FISCAL IMPACT: The cost of the lodging is paid by donations.



August 24, 2018

Ms. Sandie Huckins
Davis High School Field Hockey
315 W. 14th Street
Davis, CA 95616

RE: Davis High School Field Hockey, Sunday, September 23, 2018-Monday, September 24, 2018

Dear Ms. Huckins:

Thank you for choosing the Grand Sierra Resort and Casino for your group. We look forward to working closely with you to ensure a successful event.

The Grand Sierra Resort and Casino, herein referred to as the "HOTEL", is pleased to confirm to "Sandy Huckins", herein referred to as "GROUP", the following accommodations on a first option basis for "Davis High School Field Hockey".

ROOM BLOCK

	Summit
Sun 09/23	11

****No Saturday Arrivals****

Total room nights: 11

ROOM RATES

Summit Room Rate: \$58.00

Triple and Quad occupancy rates are \$25.00 per person, per room, per night over the quoted rate.

"HOTEL" is pleased to offer you our definite rate, quoted above, for single or double occupancy. All rooms are subject to thirteen percent (13%) Washoe County Room Tax, our daily resort fee plus tax, and a daily \$2.00 tourism surcharge fee (all items subject to change). All rates quoted herein are net, non-commissionable unless specified in this document.

Client Initials: _____

GSR Initials: _____

HOUSEKEEPING GRATUITY

Housekeeping gratuity of \$1.00 per day per room will be posted to your guest room folio. Unless otherwise instructed at check in or anytime during the stay before the charge occurs, the housekeeping gratuity will be posted to the individual attendees guestroom account. Guests will have the option to choose not to participate.

RESERVATION AND ROOM BLOCK CUTOFF PROCEDURES

☐ **ROOMING LIST**

Davis High School Field Hockey will provide "HOTEL" with a rooming list to include **first and last name, arrival and departure date, and applicable method of guarantee for deposit**. In addition, "HOTEL" requires billing/payment information be submitted in conjunction with the rooming list.

CUT OFF DATE FOR RESERVATIONS

The cut-off date for reservations is, **Monday, September 10, 2018 at midnight Pacific Time**. All rooms not utilized at this date will be released back into "HOTEL" inventory. Reservations made after **Monday, September 10, 2018** will be honored on a space available basis at the "HOTEL" prevailing rate.

PREFERRED BILLING PROCEDURE

Unless otherwise guaranteed in full by "GROUP", "HOTEL" requires a one night's room deposit, per room, to guarantee accommodations. "HOTEL" accepts all major credit cards for deposit, which is refundable if cancellation is made 48 hours prior to arrival. The deposit guarantees the sleeping room until 12:00 Midnight on the scheduled arrival date. **Please note check-in is 3:00 p.m. Pacific Time and check-out is 11:00 a.m. Pacific Time.**

At the time of check in all hotel guests will need to provide a credit card. Each guest's credit card will be pre authorized by hotel in the amount of \$50 per night for incidentals. This is a hold only, which means those funds are not being charged, but that the funds will not be available to the guest. The guest's card will not be charged unless guest elects to use that card to pay for incidental charges or the room. If guest elects not to use the pre-authorized card, the funds will become available on the card within 3 to 5 days.

"GROUP" acknowledges "HOTEL'S" room deposit policy and "GROUP" agrees to provide notice to its attendees of this policy. "HOTEL" assumes no liability for, nor has any obligation for rebates, commissions, or other incentives based on rooms booked promised to "GROUP" for reservations canceled because a guest was not advised by "GROUP" of the room deposit policy.

Please select your preferred guestroom billing procedures, the options offered are:

- ☐ **ALL ARRIVALS GUARANTEED** – This option will hold all reservations as guaranteed arrivals. Reservations not cancelled 48 hours prior to arrival will be charged in the form of first night's room and tax to your Master Account.

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CANCELLATION

Neither party shall have the right to terminate their obligations under the contract except as otherwise provided in the contract. "HOTEL" further warrants "GROUP" may not terminate their obligations under this contract for the sole purpose of re-scheduling at another facility or in another destination.

"GROUP" agrees that should it change its meeting site to another hotel, or otherwise cancel this commitment, actual damages would be difficult to determine. The following represents a reasonable effort on behalf of "HOTEL" to establish its actual damages for such cancellation. It is agreed that such schedule shall represent liquidated damages to be paid by "GROUP" for cancellation of this agreement.

Cancellation of the agreement from date of signing to the meeting date:

One hundred percent (100%) of anticipated gross revenue derived from sleeping rooms plus current Washoe County Room Tax and scheduled food and beverage functions if the meeting were held as scheduled.

FORCE MAJEURE

The parties' performance under this contract is subject to acts of God, war, government regulations, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other emergency beyond the parties' control, making it inadvisable, illegal or impossible which materially affects a party's ability to perform its obligations under this Contract. Either party may terminate this Contract for any one or more of such reasons upon written notice of any of the above occurrences.

AMERICANS WITH DISABILITIES ACT

"HOTEL" represents, and "GROUP" acknowledges that, beginning on January 1, 1992, and continuing thereafter in accordance with the compliance dates established or required under Title III of the Americans With Disabilities Act, and the regulations promulgated hereunder ('ADA'), "HOTEL" facilities being rented to "GROUP" under this agreement, its guest rooms, common areas and its transportation services will be in compliance with the public accommodation requirements of the ADA.

"GROUP" agrees that by thirty (30) days in advance of the meeting, it will furnish to "HOTEL" a list of any auxiliary aids needed in any meeting room or function space by its attendees. Should such auxiliary aids be required, the "GROUP" shall pay all charges association with the acquisition, rental or provision of such aids.

"HOTEL" shall be responsible for complying with the public accommodations requirements of the Americans with Disabilities Act (ADA), including the readily achievable removal of physical barriers to access the meeting rooms, sleeping rooms, and common areas (e.g. restaurants, rest rooms, and public telephones); the provision of auxiliary aids and services where necessary to ensure that no disabled individual is treated differently by "HOTEL" than other individuals' and the modification of "HOTEL'S" policies, practices, and procedures applicable to all guests and/or groups as necessary to provide good services to disabled individuals (e.g., emergency procedures and policy of holding accessible rooms for the hearing and mobility-impaired open for disabled individuals until all remaining rooms are occupied).

TRADEMARKS

GROUP" will refrain from using "HOTEL'S" printed name, logo, and trademarks in media or promotional material of any nature, without the prior written approval of the "HOTEL".

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ADVERTISING

"HOTEL" must give prior written approval for any display, signs, or banners, promotional materials and/or equipment "GROUP" might request space for in parking lots, lobbies, public space, restaurants, out-door areas, driveways, or other anywhere on Hotel premises, relating to, arising from or in connection with the "GROUP" before they can be erected or displayed. "HOTEL" also reserves the right of approval for any and all industry related materials distributed at "HOTEL" during the program. "GROUP" will notify "HOTEL" in writing request for approval of materials, before 10 days of the event.

INDEMNITY

"GROUP" shall also indemnify, defend, and hold "HOTEL" and "HOTEL's" partners, affiliates, parent, subsidiary, and related entities, and all of their respective officers, directors, employees, agents, and representatives ("HOTEL Indemnified Parties"), from and against any and all claims, demands, liabilities, including claims for personal injury, death, or damage to or loss of personal property, judgments and expenses (including reasonable attorney's fees and court costs) arising from, out of or related to any (i) breach of this agreement by "GROUP", (ii) "GROUP's" use of the "HOTEL's" property, (iii) any claim brought by any vendor, exhibitor, contractor, or participant in the in "GROUP's" event, or (iv) any claim related to or arising in any way from this agreement or "GROUP's" presence at the "HOTEL's" property, including claims based in whole or in part on the negligence of "HOTEL" and the "HOTEL" Indemnified Parties.

SECURITY

If we determine, in our sole discretion that in light of the size and/or nature of your function special or additional security measures to maintain the safety of you, your guests, Grand Sierra Resort's, or any patrons of our property, then we will assign GSR security personnel or a reputable licensed security agency to provide additional security. If we have to supply additional security, then you will pay Grand Sierra Resort for the increased security at the rate of \$25.00 per officer, per hour, in addition to any room rental fees, labor fees, or food and beverage fees.

HOTELS RIGHT TO CANCEL – PRIVILEGED GAMING LICENSE

"GROUP" acknowledges that HOTEL is the holder of certain privileged governmental gaming licenses. If the gaming commission or gaming regulatory body with jurisdiction over "HOTEL" requests or demands that "HOTEL" or its affiliates to cease doing business with "GROUP", or "GROUP'S" officers, directors, employees, or representative because of this agreement or because any or all of them are about to be engaged in, or at any time were engaged in any activity or relationship that the gaming commission or gaming regulatory body deems improper, such that the gaming commission or gaming regulatory body threatens to suspend, deny, restrict, modify or revoke "HOTEL'S" privileged gaming license or other license related to gaming, the "HOTEL" will give fifteen (15) days written notice to "GROUP". "HOTEL" and "GROUP" will use best efforts to resolve any issue the commission or regulatory body has with this agreement or with "GROUP" so that "GROUP" can hold its event as scheduled. In the event that the best efforts of "HOTEL" and "GROUP" are unsuccessful after the fifteen (15) day period following the written notice, and the gaming commission or gaming regulatory body with authority over the privileged gaming license or licenses related to gaming still directs "HOTEL" to cease business with "GROUP", then "HOTEL" may cancel this agreement immediately and without liability to group by giving written notice of the same.

Client Initials: _____

GSR Initials: _____

In addition to the foregoing, "GROUP" understands that marijuana is illegal under Federal Law, and Nevada gaming regulators prohibit licensees from having any affiliation with businesses involved, in any way, in the sale, cultivation, production, refinement, or transportation of Marijuana. As such, "HOTEL" reserves the right to terminate this agreement immediately, with or without notice, if "GROUP", or its attendees, has such an affiliation. "HOTEL" has a strict no-tolerance policy for illegal substances at its property. Anyone found in possession of or using illegal substances will be asked to leave the property and may be subject to prosecution.

ACCEPTANCE

When signed by representatives of both parties, this contract, which includes the Schedule of your Events, will constitute a binding agreement. Both parties warrant that they are authorized signatory representatives of their respective organizations, and are wholly authorized to act as such signatory representatives.

By signing and returning all pages of this contract, by Wednesday, August 29, 2018, Davis High School Field Hockey will enable Grand Sierra Resort and Casino to establish these arrangements on a definite basis. *Please note this contract will not be made definite unless ALL pages of this contract are returned. According to Corporate Rules, returning just the signature page is no longer acceptable.*

Sincerely,

ACCEPTED AND AGREED:
Bruce E. Colby

Danielle Randol
Sales Manager
(775) 789-2307
danielle.randol@grandsierraresort.com

Authorized Signer
Bruce E. Colby
Chief Business Officer

Print Name

Date

Date

Coach: Sandy Huckins

Client Initials: _____

GSR Initials: _____

ATTACHMENT A

CODE OF CONDUCT POLICY

Thank you for choosing the Grand Sierra Resort and Casino. It is our intention to ensure the comfort and safety of our guests and staff. Therefore, we have initiated the following policy:

Thank you for choosing the Grand Sierra Resort and Casino. It is our intention to ensure the comfort and safety of our guests and staff; therefore, we have initiated the following policy:

1. A maximum of 4 people per room, which must include 1 adult. All rooms with more than 4 people will be charged an additional \$25 per person, per day.
2. The adult signing for each room(s) will be responsible for each room(s), which includes damage fees if deemed necessary.
3. Please refrain from congregating in the halls, lobby and walkways.
4. Our emergency exit locations are located on the back of each guest room door; we ask that you and your guests familiarize yourselves with these locations. Please do not pull any fire alarms; it is a felony and violators will be prosecuted.
5. When departing or returning to the hotel, please do so in an orderly and quiet fashion.
6. Guests shall behave appropriately and with discretion at all times, respectful of the hotel environment and staff, as well as of other guests.
7. An adult is required to be with minors under age 14 in the hotel public areas and hallways at all times and will be responsible for the minor's actions.
8. No one under 21 years of age is allowed on the gaming floor at ANY time.
9. Please be considerate to other guests in the hotel and keep the television/radio volume at a moderate level while in your rooms.
10. The use of any athletic equipment is prohibited while inside the hotel. Any equipment, basketball, football, etc. observed being used will be confiscated by our staff.
11. Horseplay of any kind in the elevators is not permitted. If horseplay causes an elevator malfunction, damage or interruption, you will be responsible for the cost of bringing the elevator back into service which will be verified by the elevator technician.

We know that the vast majority of our guests realize that these rules are for everyone's benefit, including their own. In the event that any person(s) or registered guest found NOT in compliance with this Code of Conduct, will be subject to immediate eviction from the hotel by management or security, without a refund (and will be charged for the full length of the reservation).

Signature

Room #(s)

Please print name

Client Initials: _____

GSR Initials: _____

ATTACHMENT B
REQUEST FOR BILLING INFORMATION

Friday, August 24, 2018

Group Name: Davis High School Field Hockey

Group Res:

Group Dates: Sunday, September 23, 2018-Monday, September 24, 2018

Sandy Huckins
Davis High School
315 W 14th Street
Davis, CA 95616
Attention: Sandie Huckins

In establishing an account for your function at the Grand Sierra Resort we require the following information:

- 1). A) What charges are being billed to your master account?
- *Specified Guests' Room/Tax/Resort Fee/Tourism Fee Only _____
- *Specified Guests' All Charges _____
- *All Guests' Room/Tax/Resort Fee/Tourism Fee Only XXXXXXXX
- *All Guests' All Charges _____
- *All Guests Pay All Own Charges _____
- *If you intend to pay room and tax or all charges for your attendees, please provide a rooming list with specified instructions.**
- B) Will Housekeeping Gratuity be charged to: Individual Pay _____ OR Master Account _____

- 2). What additional charges will be billed to your master account?
- | | | | | | |
|--|-------|---------------------|-------|-----------------|-------|
| Audio Visual | _____ | Room Service | _____ | Business Center | _____ |
| Catering | _____ | Meeting Room | _____ | Restaurant | _____ |
| Telephone Equipment | _____ | Internet Connection | _____ | | |
| Bowling/Grand Adventure Land/Other _____ | | | | | |

- 3). Who will be the authorized signer/signers on property during the convention/meeting?
(Please print name/names only. Signatures are not required.)
- _____

- 4). Please fax a clear copy of the front and back of the credit card with SIGNATURE of card holder to GSR Accounts Receivable Department at 775-789-2012. Please print the credit card number, expiration date and security code for clarification. Please also sign on the line below. Your signature serves as an authorization for card use by GSR.

Card # _____ Expiration _____

Signature _____

Deposit of \$ _____ Payment of \$ _____ Authorization to charge remaining balance Yes _____

**CREDIT CARD WILL BE CHARGED PRIOR TO YOUR MEETING/EVENT/ARRIVAL
FOR ESTIMATED CHARGES**

- 5). Please provide an e-mail address the Grand Sierra Resort Accounts Receivable Department can send a copy of your bill to:

Attention: _____

E-mail: _____

**PLEASE NOTE: Only our Accounts Receivable Department can accept this form via fax.
Return via fax at (775)789-2012.**

Client Initials: _____

GSR Initials: _____