

CONTRACT NAME: AGREEMENT BETWEEN EMBASSY SUITES HOTEL ANAHEIM - NORTH AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: This agreement provides lodging for Davis Senior High School students during the band field trip to perform in Disneyland. The trip is from March 21, 2019 to March 24, 2019. The agreement includes breakfast and bus parking fees.

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



QUICK CONFIRMATION AGREEMENT

Embassy Suites Anaheim North
3100 East Frontera
Anaheim CA 92806
Hotel Direct (714) 632-1221

A satisfied customer is our goal. We believe that, if you feel like we delivered the service and product we promised, it is likely you will return and you will tell others about your positive experience.

This Quick Confirmation Agreement ("Agreement") between Davis Sr. High School: by its agent, Mr. Tom Slabaugh ("Group" or "you" or "your(s)") Embassy Suites Hotel Anaheim - North (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:	
Group Contact:	Mr. Tom Slabaugh	Name of "Event":	Davis Sr. High School
Contract Sent:	December 7, 2018	Date(s) of Event:	3/21/2019 – 3/24/2019
Company Name:	Davis Sr. High School	Post to Reader Board As:	Davis Sr. High School Band
Address:	315 W. 14 th Street	Hotel Contact:	Lexa Smith
City, State, Zip:	Davis, CA 95616	Title:	Director of Sales
Phone:	530-757-5400	Phone:	714-632-1221
Fax:		Fax:	714-632-3575
Email:	tslabaugh@djusd.net	Email:	Lexa.smith@hilton.com

The sleeping rooms, function space and food and beverage functions 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 and RATES (Attach extra page if necessary) ("Room Block")

Day/Date	One Bedroom Queen/Queen Suite with pullout sofa sleeper 1-5 ppl \$189.00	One Bedroom King Suite with pullout sofa sleeper 1-2 ppl \$179.00				Daily Total Room Nights
Thursday, 3/21/2019	21	2				23
Friday, 3/22/2019	21	2				23
Saturday, 3/23/2019	21	2				23
Sunday, 3/24/2019	Check out	Check out				Check out

TOTAL SLEEPING ROOM NIGHTS RESERVED: 69 ESTIMATED TOTAL ANTICIPATED SLEEPING ROOM REVENUE: \$12,981.00

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 sales tax rate is 7.75%, and the hotel occupancy tax rate is 15.2%. Quoted sleeping rates will be offered, based on availability, to your group. If the Group increases the guestroom count to 6 people per room the Guestroom rate will increase \$10, per room, per day.

Summary Of Minimum Revenue Anticipated By Hotel From This Agreement	
Total Anticipated Sleeping Room Revenue:	\$12,981.00
Total Anticipated Food & Beverage Revenue**:	n/a
Total Anticipated Parking Fees: (2) Buses	\$300.00
Ancillary and Other Revenue (Describe): ROOM TAX 15.2%	\$2,018.71
"Total Minimum Anticipated Revenue":	\$15,299.71

The special group rates above include full breakfast daily, complimentary evening reception of light snacks/beverages and bus parking @ \$50 per bus, per day. Please note (1) Wheelchair Accessible room needed for the group.

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TERMS AND CONDITIONS

1. RESERVATIONS; GUEST RESERVATION INFORMATION: Reservations will be made by: [X] via a rooming list.

The Group will have until **December 14, 2018**, to revise the guestroom contracted room block by 10% without penalty. The Group will email the Hotel the updated guestroom counts. The updated guestroom count given to the Hotel will be locked in and used for the contracted Attrition clause. The final Guestroom Reservations must be made no later than 02/21/19. After that date, you agree that we may offer unused rooms held in your block to other customers. Reservations requested by your attendees after this date will be accepted based upon availability.

CHECK ONE OPTION: Room and tax and Security will be [X] charged to Group's Master Account.

PAYMENT: Estimated charges due by February 21, 2019. The Group can pay by school check or with a credit card. Full estimated payment is due: 02/21/19. Hilton accepts American Express, Diners Club, Discover Card, JCB International, Master Card or Visa.

2. ATTRITION: 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 on page 1 of 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 no later than seven (7) days prior to your arrival date, regardless of your Master Account credit status.

3. CANCELLATION AND PERFORMANCE POLICIES: The rates offered by us are based in part upon the total gross revenues 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 or lack of full performance by you, our actual damages would be difficult to determine. Therefore, you agree that should you cancel your Event for any reason, including changing your meeting/function site to another hotel, you will pay as liquidated damages, plus any applicable state and/or local taxes as required by law, to the Hotel immediately upon notice of cancellation a percentage of Total Minimum Anticipated Revenue for your Event, as follows:

Date of Hotel's Receipt of Cancellation Notice*	Percentage of Total Minimum Anticipated Revenue Owed
Cancellation between date of signing and 120 days before your event:	20 %
Cancellation between 119 days and 60 days before event date:	40 %
Cancellation between 59 days and 30 days before event date:	60 %
Cancellation less than 29 days before event date:	80 %

**Hotel may, in its sole discretion, consider your notice of cancellation to be invalid and thus may not release accommodations held until payment of the cancellation damages is received; therefore delay in payment may result in higher cancellation damages owed.*

4. AUXILIARY AIDS: The Hotel represents that it contains accessibility features for individuals with disabilities and, where needed, the Hotel will provide equivalent facilitation, auxiliary aids and services, and reasonable modifications to policies and procedures to ensure that our guests have equivalent access to the Hotel's goods, services, and accommodations. You agree that one week in advance of your Event, you will furnish to us a list of any auxiliary aids needed by your attendees in meeting or function space. Except as required by applicable laws, you agree that you will be responsible for the procurement and payment of all charges for any and all auxiliary aids. We will, upon your request, furnish you with the names of businesses you can contact to obtain these aids. You also agree to be responsible for compliance with the Americans with Disabilities Act in the set up and conduct of meetings for your Event.

5. DELIVERIES: Arrangements for delivery of packages should be made through your designated Event Manager. Receiving, handling and shipping charges may apply. No COD packages will be accepted. 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).

6. PROMOTIONAL CONSIDERATIONS: We have the right to review and approve any advertisements or promotional materials in connection with your Event that specifically reference the name of the Hotel or any name or logo owned by a subsidiary of Hilton Worldwide, Inc., including, but not limited to: Hilton, Hilton Hotels & Resorts, Hilton Grand Vacations, Home2 Suites by Hilton, Hampton Inn, Hampton Inn & Suites, Doubletree, Conrad, Homewood Suites by Hilton, Embassy Suites Hotels, Waldorf-Astoria and Waldorf-Astoria Collection. You agree that we may share your meeting and meeting planner information with our third party providers who offer support services to groups holding events at our Hotel, including audio/visual services, decorators, florists, and others.

7. 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.

8. 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.

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9. **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.

10. **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.

11. **INDEMNIFICATION:** To the fullest extent permitted by law, you agree to protect, indemnify, defend and hold harmless the Hotel, Hilton Worldwide Inc. and the Hotel's Owner, and their respective owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "Hotel Indemnified Parties"), from and against any and all claims, losses or damages to persons or property, governmental charges or fines, penalties, and costs (including reasonable attorney's fees) (collectively, "Claim(s)"), in any way arising out of or relating to the Event that is the subject of this Agreement, and regardless of negligence, including, but not limited to, Claims arising out of the negligence, gross negligence or intentional misconduct of Group's employees, agents, contractors, and attendees; provided, however, that nothing in this indemnification shall require you to indemnify the Hotel Indemnified Parties for that portion of any Claim arising out of the sole negligence, gross negligence or intentional misconduct of the Hotel Indemnified Parties.

12. **INSURANCE:** You agree to maintain insurance reasonably commensurate with all activities arising from or connected to your Event, including, but not limited to, Commercial General Liability insurance with limits not less than Two Million US dollars (\$2,000,000 US) per occurrence covering property damage, products-completed operations, and liability assumed under an insured contract, including the tort liability of another assumed in a business contract. You agree to add Hotel Indemnified Parties as additional insureds under all applicable policies for your Event, and your insurance will apply as primary to any insurance maintained by the Hotel Indemnified Parties. You agree not to endorse or change your insurance to make it excess over other available insurance. Neither your failure to provide, nor our failure to obtain, proof of compliance shall act as a waiver of any of term in this Agreement.

13. **SEVERABILITY:** Any provision in this Agreement that is held to be illegal or unenforceable in any jurisdiction shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions and any such illegal or unenforceable provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. Our failure to enforce any term or condition of this Agreement does not waive our right to enforce that or any other term or condition at any time.

14. **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.

15. **OPTION DATES:** These arrangements are being held on a **first option basis** until 12/21/18 (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 **2 business days**, 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, 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 12/21/18 we may, at our sole option and with no notice required, release this first option, or may continue to hold the arrangements.

16. **SUCCESSORS AND ASSIGNS:** The commitments made by Group will be binding on its successors and assigns. In the event that Group assigns, sells, conveys, pledges or otherwise disposes of all or substantially all of its assets (collectively referred to as "assignment"), by operation of law or otherwise, this agreement and the obligations herein must also be assigned to and assumed by the successor organization, subject to approval by Hotel. In the event such an assignment is contemplated, Group agrees to notify Hotel at least thirty days in advance of the planned close of the assignment transaction of the entities involved. Hotel will thereafter have 20 days in which to notify Group if assignment is approved. Group may not otherwise assign this Agreement or any rights hereunder. Group and Hotel are the only parties to this Agreement. There are no third party beneficiaries.

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17. **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:

GROUP:

Davis Sr. High School

~~By: Mr. Tom Slabough~~

Bruce Colby
BC

By: _____

Name: Bruce Colby

Dated: 12/19/18

HOTEL:

Embassy Suites Anaheim North

By: Lexa Smith, Managing Agent

By: _____

Director of Sales

Name: Lexa Smith

Dated: _____

Bruce E. Colby
Chief Business Officer