

**CONTRACT NAME: AGREEMENT BETWEEN HOTEL EDISON AND DAVIS JOINT  
UNIFIED SCHOOL DISTRICT**

**BRIEF DESCRIPTION OF CONTRACT:** This agreement provides lodging for the Davis Senior High School Jazz Choir during the trip to New York City, February 12, 2020, to February 16, 2020.

**FISCAL IMPACT:** The cost of this agreement is included in the site's approved budget.



DATE: Wednesday, August 07, 2019

Dr. Karen Gardias  
Davis High School  
315 West 14th Street  
Davis, CA 95616  
Phone: 530-304-4288  
Email: kgardias@djusd.net

Dear Dr. Gardias,

I would like to thank you for selecting the Hotel Edison. Please review the following contract and return a signed copy to my attention by **Wednesday, August 7, 2019**.

#### GROUP SALES AGREEMENT

The following represents an agreement between Hotel Edison, Times Square ■ New York City, 228 WEST 47<sup>TH</sup> STREET, NEW YORK CITY, NY 10036 (212) 840.5000 (HOTEL) AND DAVIS High School (COMPANY).

NAME OF GROUP: Davis High School Jazz Choir

GROUP REF #DAVIS20

Hotel Edison - Davis High School Jazz Choir			
		Single	Double/Triple/Quad
Wed	2/12/2020	10	17
Thu	2/13/2020	10	17
Fri	2/14/2020	10	17
Sat	2/15/2020	10	17
Sun	2/16/2020	10	17

Hotel Edison - Davis High School Jazz Choir - USD				
	Single Rate	Double Rate	Triple Rate	Quad Rate
Classic Queen Guestroom	\$99.00	\$99.00	-	-
Classic 2 Queens Guestroom	-	\$119.00	\$119.00	\$119.00

#### RATES:

Room rates quoted have been based upon the arrival and departure pattern indicated above. Any changes to this pattern of business may require rate re-negotiation.

Room Rates are subject to prevailing taxes which are currently 8.875% New York State Tax, 5.875% New York City Tax and Occupancy Tax / Javits Center fee of \$2.00 per occupied room or \$4 to \$6 per suite and \$1.50 charged to support the expansion of the Javits Center per room per night. Taxes and fees subject to change without notice.

#### GUEST ROOM ATTRITION:

Hotel is relying upon **Davis High School's** use of the 135 Room Night Commitment. Client agrees that a loss will be incurred by Hotel if **Davis High School's** actual usage is less than 80% of the Room Night Commitment or **108** room nights.

If **Davis High School's** actual usage is less than 80% of the Room Night Commitment, Client agrees to pay, as liquidated damages and not as a penalty, the difference between 80% of the Room Night Commitment and Client's actual usage, multiplied by the Group room rate. This attrition charge will be posted to your master account.



Should the Hotel sell out during the Client's inclusive dates, **Davis High School** will not be liable for attrition charges if the per night block is achieved. All attrition is based on a "per night" basis.

#### **CUT-OFF DATE**

Reservations must be received on or before **January 13, 2020** (the "Cut-Off Date"). After the Cut-Off Date, Hotel will review the reservation pick up for the event, release the unreserved rooms for general sale, and determine whether or not it can accept reservations beyond the Cut-Off Date, based on prevailing guestroom and rate availability.

#### **RESERVATIONS PROCEDURE:**

It is our understanding that **Davis High School** plans to submit reservations via rooming list. The hotel reserves the right to review your copy prior to distribution to ensure all information pertaining to the hotel is correct and in keeping with our reservation and other standards. Please pay attention to our cutoff procedures to avoid any misunderstanding between your organization, your attendees and the hotel.

In the event **Davis High School** plans to use **Davis High School's** own housing reservation form, the Hotel reserves the right to review your copy prior to distribution to insure all information pertaining to the hotel is correct and in keeping with our reservation and other standards.

#### **GUEST ROOM BILLING ARRANGEMENTS**

It is our understanding that all room and tax charges, as well as Food and Beverage functions will be paid by your organization. Each individual shall be responsible for his/her own incidental charges. Please note that guest will be required to guarantee payment of incidental charges by presenting a major credit card or cash at check in. We require valid Credit Card on file to guarantee.

No-shows will be charged the first night's room and tax. Any room cancellations after 6pm, 24 hours prior to the arrival date will result in a penalty of one night's room and tax to be charged to the manner in which the reservation was guaranteed. Departures prior to scheduled departure date will be subject to an early departure fee of one night's room and tax.

Tax Exempt: If your organization is tax exempt Hotel Edison must receive a copy of our local, state and city tax exempt certificates or ST129.

#### **NO ROOM TRANSFER BY GUEST**

Company agrees that neither they nor attendees of the Event or Group nor any intermediary shall be permitted to assign any rights or obligations under this Group Sales Agreement, or to resell or otherwise transfer to persons not associated with afore stated company and contract signatory, Group reservations for guestrooms, made pursuant to this Group Sales Agreement.

#### **PORTERAGE**

If the group is consist of 15 or more guests arriving on a common day there is a mandatory baggage charge of \$10.12 per bag. This covers round-trip portorage charges. This includes both groups arriving by means of common transportation (i.e. Bus) and groups arriving in a series of vehicles (i.e. taxi, limo, etc.). These rates are subject to change, without notice, based on collective bargaining agreement requirements.

If your group is departing later than noon, we will attempt to provide a group luggage room which will be under the group leader's supervision. Departing luggage rooms must be arranged when the group leader checks in. Group luggage rooms are subject to availability.

All bags must be tagged with the owner's name, address, and group name clearly printed. If you do not have baggage tags, we will send them to you upon request.

#### **SHIPPING MATERIALS:**

Due to the limited storage facilities, please do not ship any materials to arrive at the Hotel any earlier than two (2) days prior to your event. Please address all deliveries as follows:



Host Organization Name and Contact Name

C/o Hotel Edison  
233 West 46<sup>th</sup> Street  
New York, NY 10036  
Attn: Group Sales

Fees are as follows:

**BOXES:** 0lb - 24lb = \$5.00; 25lb - 50lb = \$10.00; 51lb - 75lb = \$25.00; 76lb - 100lb = \$50.00; 101lb - 150lb = \$100.00

**CRATES** Small - \$15.00 Medium - \$25.00; Large - \$50.00; Ex Large - \$100.00

For any equipment or for boxes/packages over twenty five (25) pounds is subject to additional fees. Arrangements must be made in advance with your Hotel contact.

**SIGNAGE**

Signage is not permitted in the lobby or other public areas of the hotel unless previously approved by the hotel. Signage to be used in the general areas of your meeting/function activities must be professionally executed, no larger than 20 inches wide and 25 inches high and must be pre-approved by the hotel Director of Sales.

**OUTSOURCING**

If you elect to outsource or provide any function associated with your event to a third party vendor, then you will be responsible for any fees or penalties assessed by the hotel. Please note that these requests are to be in writing prior to the arrival of the group and must be approved by the General Manager.

**GOVERNING LAW**

This agreement shall be deemed to have been entered into the State of New York and shall be governed and construed by the laws of the State of New York. Each party 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.

**COMPLIANCE WITH LAW**

This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and Company agrees to cooperate with each other to ensure compliance with such laws.

**CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT**

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or Company will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

**IMPOSSIBILITY**

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party such as acts of God, war, government regulations, disaster, strikes (except those involving the employees or agents of the party see the protection of this clause), civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible to provide or use the Hotel facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical – but in no event longer than ten (10) days – after learning of such basis.

**ADVERTISING/USE**

The Company or Group shall not engage in any advertising pertaining to the scheduled functions on or about the hotel neither premises nor uses any promotional materials of any kind or nature that refers to the hotel or any portion thereof, without obtaining the hotel's prior written consent, which may be withheld at its sole discretion. Any such material shall be submitted to the hotel for its prior written approval not less than fifteen (15) days prior to its proposed use or publication.



#### **ASSIGNMENT**

The Company or Group may not assign this agreement or any rights hereunder without the hotel's prior written consent.

#### **AMERICANS WITH DISABILITIES ACT**

The Hotel represents and group acknowledge that the hotel facilities being rented for you including guest rooms, common areas and transportation services will be in compliance with our public accommodation requirements under the Americans With Disabilities Act. You (Company) agree that by thirty (30) days prior to first group arrival, you shall identify in advance to hotel any special needs of Group's attendees with a disability requiring accommodation by the Hotel. Company agrees to pay all charges associated with the provision of such aids by the Hotel. When your attendees make room reservations, please ask them to notify us of these auxiliary needs so that we may notify you as to the names of businesses with which we may contact to obtain those aids.

#### **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.

#### **INSURANCE**

The Hotel and the Company shall obtain and maintain and provide evidence of insurance upon request of the other party in amounts sufficient to provide coverage for any liabilities that may reasonably arise out of or result from its obligations pursuant to this contract.

#### **ARBITRATION/DISPUTE RESOLUTION/ATTORNEY'S FEES**

Any controversy, claim or dispute arising out of or relating to this agreement, shall at the option of the Hotel be settled through non-binding mediation or binding arbitration conducted in accordance with the rules of the American Arbitration Association or through an action brought in any court of competent jurisdiction in the state in which the Hotel is located for trial and determination by such court sitting without a jury, under law of such state in either case. In connection with any such litigation, including appellate proceeding, the prevailing party shall be entitled to recover reasonable attorney's fee and costs. In addition, group shall be responsible for payment of attorney's fee and interest associated with jurisdiction of a court of competent jurisdiction in the state in which the Hotel is located and to service of process outside the state in which the Hotel is located pursuant to the applicable requirements of such court in any matter so submitted to it and the parties each expressly waive the right to a trial by jury. Any judgment or award rendered by the arbitration as referenced above may be entered in any court in the state in which the Hotel is located having jurisdiction thereof or in any court having jurisdiction over the party against whom judgment is sought to be enforced. Neither party shall under any circumstances be responsible for indirect, consequential or punitive damages.

#### **NOTICE**

Any notice required or permitted in the terms of this contract must be in writing. Notice may be sent via facsimile transmission and shall be considered effective as of the date and time of the facsimile confirmation of transmission.

#### **LIQUIDATED DAMAGES & CANCELLATION:**

*Anticipated Revenue = \$17,759.59*

Davis High School agrees that should it fail to meet its commitment hereunder, actual damages would be difficult to determine and that the following schedule represents a reasonable effort on behalf of the hotel to establish its actual damages for cancellation. It is agreed that this schedule shall represent liquidated damages for cancellation of this contract. Taxes do not apply to these cancellation amounts.

Cancellation of this contract 90 days prior to first arrival date of the event date will result in a payment of *25% of the anticipated revenue*



Cancellation of this contract within 60-89 days prior to first arrival date of the event date will result in a payment of *50% of the anticipated revenue*

Cancellation of this contract within 30-59 days prior to first arrival date of the event date will result in a payment of *75% of the anticipated revenue*

Cancellation of this contract 29 days or less prior to first arrival date of the event date will result in a payment of *100% of the anticipated revenue*

#### DEPOSIT/BILLING REQUIREMENTS

The Hotel requires full prepayment for all services. Group agrees to pay an initial deposit of **\$4,439.89** no later than **August 7, 2019**. Group also agrees to pay the following additional deposits on the following dates:

December 12, 2019	\$8,879.80
January 12, 2020	\$4,439.89

All remaining estimated master account charges must be paid no later than 30 days in advance of arrival, or January 12, 2020. As of the date of this contract the balance of charges is **\$17,759.59**. If advance deposits are not paid on a timely basis, the Hotel will have the right, at its option, to consider the Contract cancelled and will be entitled to cancellation damages as provided in this Contract.

Prepayment can be made by wire transfer, credit card, cashiers or certified check for the entire estimated charges. A credit card authorization must be provided to handle any on site overages that may occur and you approve. Any charges not covered by the prepayment will be charged to such credit card upon conclusion of the event. If a credit card cannot be provided hotel reserves the right to obtain additional money to cover unexpected services on site. Any unused monies will be returned within 14 days of departure.

Any questions or follow up needed by hotel regarding billing should be directed to:

**Jennifer Nachmanoff**  
**Davis High School**  
**315 West 14th Street**  
**Davis, CA 95616**  
**Phone: (530) 867-3788**  
**Email: jennach67@gmail.com**


#### OPTION DATES/ ACCEPTANCE:

Upon receipt of your signature on this contract, this contract shall be binding on the parties hereto. The Hotel reserves the right to revise or terminate this contract should it not be signed and returned by **August 7, 2019**

Please note that it is the responsibility of your organization to notify the Hotel Edison if you need to extend your option. If written confirmation is not received by Hotel Edison by **August 7, 2019**, your hold may be automatically released.

This contract will become a binding commitment once it has been signed by both **Davis High School** and Hotel Edison.

#### AGREED:

  
\_\_\_\_\_  
Bruce Colby  
Unified School District Chief Business and Operations Officer  
Davis High School

8/22/19  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Sherene Gordon  
Area Group Sales Manager  
Hotel Edison

\_\_\_\_\_  
Date