

GROUP SALES AGREEMENT

La Quinta Inn & Suites Fresno Riverpark

330 E. Fir Avenue
Phone: 559-449-092

Fresno, CA 93720
Fax: 559-449-1869



Group Name: Davis High School Baseball 2020
Arrival Date: 4/5/20
Departure Date: 4/9/20
Group Contact: Ethan Guevin
Phone: 530-574-3471
Email Address: eguevin@djud.net
Type: School Group / Sports

The following represents an agreement between La Quinta Inn & Suites Fresno Riverpark (*Hotel*) & Davis High School Baseball (*Group*).

Group Room Reservation Arrangements

ROOM TYPE	RATE	ROOM COUNT
2 Queen Beds	\$129	20
Total Rooms/Nights	20	80

**ALL ROOM RATES ARE SUBJECT TO LOCAL SALES TAX AND OCCUPANCY TAXES (CURRENTLY AT 13.7%)*

**THE ABOVE ROOM RATES ARE NON-COMMISSIONABLE.*

GROUP CUT OFF DATE: 3/15/20

RESERVATIONS:

Method: Individual Call-Ins; Reservations must be received by 3/15/20. Any rooms not booked by this date will be released to the general public for retail sale.

GUARANTEE & BILLING:

Payment/Billing: Parents of Davis High School students will be responsible for payment of Room & Tax balance.

Baggage: Davis High School Baseball *will not require baggage handling.*

GROUP CONCESSIONS AND AMENITIES: Rate includes a La Quinta Bright Side Breakfast Buffet daily.

CUT- OFF DATE: Reservations by attendees must be received on or before 3/15/20. On this date, hotel will review the reservation pick up for the event, and release any unreserved rooms for general sale. A group must pick up at least 10 rooms to be eligible to receive a group discounted rate. Therefore, if at least 10 rooms do not pick up by Cutoff Date, all rooms reserved under the block by this date will revert back to our "Best Available Rate."

CANCELLATION: Cancellation of the entire group must be done in writing via an email to the sales manager specified on this agreement. If individuals need to cancel or amend their reservation, they will need to do so at least 3 weeks prior to arrival. If a reservation under the group block is not cancelled or changed within 3 weeks prior to arrival, one night's room and tax penalty will be charged to the credit card on file.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT: Any changes, additions, stipulations or deletions including corrective lining out by either hotel or group 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.

INSURANCE: Property of Group is the sole responsibility of the Davis High School and/or its owner. Group agrees that it has procured sufficient insurance to cover the loss of such property. Group hereby waives any claims under Hotel's insurance policy for the loss of Group's property or the property of any of its attendees or invitees.

FORCE MAJEURE: The performance of this Agreement is subject to any circumstances making it illegal or impossible to provide or use Hotel facilities, including Acts of God, war, government regulations, disaster, strikes, civil disorder or curtailment of transportation facilities. This Agreement may be terminated for any one of the above reasons by written notice from Hotel or Group.

DISPUTE RESOLUTION: *La Quinta Inns and Suites Fresno Riverpark* and *Davis High School* agree to use its best efforts to resolve any disputes under this Agreement through informal means. In the unlikely event that formal action must be taken, this Agreement will be interpreted in accordance with the laws of the State in which the Hotel is situated and the exclusive venue for any dispute arising out of this Agreement shall be in the county or city in which the Hotel is situated. The prevailing party to any litigation shall be entitled to recover, in addition to damages, all legal costs and reasonable attorney fees as fixed by the Court, both at the trial and appellate levels, and in any bankruptcy case and post judgment proceedings.

MISCELLANEOUS: The person(s) signing this Agreement for *La Quinta Inns and Suites Fresno Riverpark* and *Davis High School* each warrants that they are authorized to bind *La Quinta Inns and Suites Fresno Riverpark* and *Davis High School*, respectively. Any provision of this Agreement that is deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement.

To guarantee the rates quoted, the availability of the sleeping rooms, and other terms of the agreement, the following deadlines must be met or the rooms may be cancelled. Reservations must be received by 3/15/20; thereafter, reservations will be taken on a space available basis only. Please approve this agreement and the terms and conditions by signing below on the space provided.

Hotel Representative

Michael Ceballos – Sales Manager

Signature: *Michael Ceballos*

Client Representative

Signature: _____

Bruce E. Colby
Chief Business Officer

2/21/2020