



Anaheim - North

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

Group Agreement

This Confirmation Agreement ("Agreement") between Da Vinci Charter Academy by its agent, Bruce Colby ("Group" or "you" or "your(s)") d/b/a 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:	
DATE:	January 24, 2020	Hotel Contact:	Katie Watkins
Organization Name:	Da Vinci Charter Academy	Title:	Sr. Corporate Sales Manager
Group Name:	Da Vinci Charter Academy – Grad Nite	Phone:	714/ 618-9019
		Fax:	714/ 632-3575
Group Contact:	Adela Johnson	Email:	Katie.watkins@hilton.com
Address:	1400 East Eighth Street Davis CA 95616		
Phone:	530) 757-7154	Sales Coordinator:	Megan Owens
Email:	ajohnson@djusd.net	Phone:	714/618-9015
		Email:	Megan.owens@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 KING Suite 1-4 ppl \$149.00	One Bedroom Queen/Queen Suite 1-6 ppl \$139.00
Wednesday June 3, 2020	2	20
Thursday June 4, 2020	2	20
Friday June 5, 2020	Checkout	Checkout

TOTAL SLEEPING ROOM NIGHTS RESERVED: 44 Room Nights

Sleeping room rates are **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.

Estimated Summary Of Revenue Anticipated By Hotel From This Agreement	
Guest Room Revenue	\$7,091.80
Bus Parking Revenue (2 Buses x 2 days)	\$230.40
Meeting Room Revenue	\$150.00
Total (Inclusive of Tax)	\$7,472.20

CONCESSIONS:

- Complimentary Full Breakfast Buffet daily
- Complimentary Evening Reception (light snacks/beverages) from 5:30pm-7:30pm
- Complimentary Standard Guest Room Wi-Fi

PARKING:

- Bus/Van \$50 per day + tax (\$57.60 per day x 2) = \$230.40 (Inclusive of tax)

MEETING SPACE

DAY	DATE	START	END	FUNCTION	ROOM	SETUP	ATTD	RENTAL
Thursday	June 4, 2020	8:30pm	11:pm	Meeting	TBD	Theater	100	\$150.00 Inclusive

TERMS AND CONDITIONS:

Reservations Cutoff Date:	Rooming List Due May 4, 2020
Full Payment Due:	Full Payment Due May 4, 2020 (Organization Check or Credit Card)
Room and Tax:	To Master
Incidentals:	Restricted

GUEST ROOM CONFIRMATION LIST: If you request that Hotel provide you and/or your representative(s) with access to guest reservation information pertaining to guests who have reserved rooms at the Hotel as part of the Room Block (each, an "Attendee") established pursuant to this Agreement, then you certify that you already obtained, or will obtain, consent from each of your Attendees for the Hotel or Hilton Worldwide, Inc. to provide to you and/or your representative(s) such Attendee's reservation information, and you further agree to reimburse Hotel and Hilton Worldwide, Inc. for any costs, damages, fees or expenses of any kind arising from any claim(s) by an Attendee relating to the Hotel's or Hilton Worldwide, Inc.'s disclosure of any Attendee's reservation information.

PAYMENT: PAYMENT: Credit Card / Full Payment due May 4, 2020 – FULL-anticipated Room Revenue & Bus Parking will be charged to the Authorized Credit card on file.

Cancellation of a reservation is 72 hours prior to arrival, if the registered guest or Organization fails to cancel, Organization card will be charged (1) One night room and tax, plus any attrition penalties, if company fails to meet the 80% attrition outlined above.

Organization will be asked to place a guarantee credit card on file to ensure payment of all Master Account charges and any attrition or cancellation damages.

If payment of all undisputed charges is not received within thirty (30) days after your receipt of the final invoice, a finance charge of 1.5% per month, or the maximum amount allowed by law, whichever is less, will accrue on the unpaid, undisputed amount, commencing on the date of receipt of the final invoice. We may terminate this agreement and retain your deposit or seek additional amounts necessary to equal the cancellation fee provided above if payment is not made as agreed.

ATTRITION: You 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.

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:

If notified between 90 and 60 days in advance of the event, per event:	25%
If notified between 59 and 30 days in advance of the event, per event:	50%
If notified between 29 and 15 days in advance of the event, per event:	65%
If notified between 14 and day of the event, per event:	80%

SECURITY: If required, in our sole judgment, in 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.

CONDUCT OF EVENT: You agree to comply with all applicable federal, state and local laws including health and safety codes and federal anti-terrorism laws and regulations including compliance with the provisions of 29 CFR part 470, and our rules, copies of which are available from the Hotel's sales department. You agree to cooperate with Hotel and any relevant governmental authority to ensure compliance with such laws. For the safety of persons and property, no fireworks or incendiary devices may be used indoors at the Hotel. You assume full responsibility for the conduct of all persons in attendance at your event and for any damage done to any part of our premises during the time of your event. Should you require any rigging services for this event, all such services must be arranged through the in-house AV provider or the Hotel and you will be responsible for all costs associated there with.

DELIVERIES: Arrangements for delivery of packages should be made through the catering sales office. Receiving, handling, storage and shipping charges may apply. The Hotel shall not charge for storing up to 4 boxes weighing less than 25lbs each of the Group's meeting materials and publications, each additional box requiring storage will incur a storage fee at \$10 per box or \$50 per palette plus any applicable state or federal taxes. Hotel will accept deliveries for up to 2 business days prior to the first day of the Meeting and (1) business day after the conclusion of the meeting. It is the sole responsibility of the Group to have all materials removed or shipped from the hotel at the conclusion of the Meeting. No COD packages will be accepted. The Hotel's staff shall assist in moving these materials to the registration area at no charge. Hotel does not provide security in the meeting and function space and all personal property left in the meeting or function space is at the sole risk of the owner. 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).

GIFT BAG DELIVERY: Arrangements for delivery of gift bags / packages should be made through the catering sales office. Group will notify Hotel in writing (5) five days prior requesting delivery. Hotel front desk will distribute requested gift bags / packages at check-in. Gift bags / packages must be labeled with guest first and last name to ensure proper delivery. Hotel charges a delivery fee of \$3 per gift bag.

INDEMNIFICATION: To the extent permitted by law, the Hotel and the Group each agree to protect, indemnify, defend and hold harmless the other party and their respective employees, agents, and independent contractors against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees) (collectively, "Claim(s)"), arising out of the negligence or willful misconduct of the indemnifying party in connection with the use or provision of the Hotel's services and facilities, including the exhibition premises, as applicable, for your function. This paragraph shall not waive any statutory limitations of liability available to either party, including with respect to the Hotel, any Innkeeper's limitation of liability laws, nor shall it waive any defenses either party may have with respect to any claim. The party found to be at fault or responsible for any claim, loss or damage will be required to indemnify the other party as provided in this paragraph. To the fullest extent permitted by law, the parties agree that a comparative negligence standard will apply to any claims and each party will be responsible for paying for the portion of the total Claims attributable to its fault. In the event of a settlement of any claim, expenses will be allocated proportionately based upon the amount paid by each party.

FIRE SAFETY: All room sets must be in compliance with the local Fire Department regulations pertaining to occupancy load, mandatory aisles and ceiling clearance and fire exits. Any event which has vehicle displays, fog machines, fueled cooking demonstrations, laser, exhibits (including tabletop) or extensive productions with staging and props must have a certified permit from the local Fire Marshall. All associated fees for permits, floor plan approval and stand-by fire watch are your responsibility and final approved copies must be received at least three days prior to the event.

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 its guests have equivalent access to its 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. 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.

PROMOTIONAL CONSIDERATIONS: We have the right to review and approve any advertisements or promotional materials in connection with your function which specifically reference the Hilton name or logo.

COMPLIANCE WITH LAWS: You agree to comply with all applicable federal, state and local laws, including health and safety codes and federal anti-terrorism laws and regulations. You agree to cooperate with Hotel and any relevant governmental authority to ensure compliance with such laws. You represent, warrant and agree that you are currently, and at the time of the event which is the subject of this contract will be, in compliance with all applicable local, state, federal regulations or laws, including but not limited to, 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.

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.

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.

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 contract, the prevailing party in any arbitration or court proceeding will be entitled to recover an award of its reasonable attorney's fees and costs, plus pre and post judgment interest. If the Hotel retains the services of a collection agency or attorney to assist in the collection of any amounts due under this agreement, you will pay all expenses incurred by us in such collection efforts

AMENDMENTS/CHANGES: The parties agree that any amendments or changes to the arrangements described in this contract must be made in writing, signed by both you and us, provided, however, that this contract includes all signed or unsigned banquet event orders (and the terms and conditions contained therein and attached thereto) issued by us for this and related events.

INSURANCE: You agree, if requested by us, to obtain and keep in force, during the term of its occupancy and use of our premises for your event, policies of general liability insurance, specifically referring to and including the contractual liability referred to herein, premises-operations, broad form property damage, independent contractors coverage, and personal injury liability with limits of \$1,000,000.00 with such responsible insurance companies satisfactory to us; and, if applicable, worker's compensation insurance to statutory limits, employer's liability insurance with limits of \$100,000.00 and automobile liability insurance covering all owned, non-owned and hired vehicles with limits satisfactory to us. You agree to include Hotel, Hilton Worldwide, Inc. and Owner in such policies as additional insured hereunder. Your insurance will be considered primary of any similar insurance carried by us. You agree to deliver to us at least three (3) days prior to your event copies of certificates of insurance for each policy required by us.

FORCE MAJEURE: Neither party shall be responsible for failure to perform this contract 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.

LOSS OR DAMAGE: We are not responsible for any loss or damage to property belonging to you or your attendees and do not maintain insurance covering it.

RENOVATING/ REMODELING:

Hotel's plan to renovate or remodel will not constitute grounds for termination of this Agreement unless mutually agreed upon by both parties. If the above plans or schedule changes, Hotel will advise Group within a reasonable amount of time. The parties agree to negotiate in good faith to resolve any concerns raised as a result of renovations or remodeling and to enter into such amendments of this Agreement as may be necessary to reasonably accommodate both parties' interests.

INVALIDITY: If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall continue in full force and effect.

ENTIRE AGREEMENT: This Agreement hereto contain the entire agreement between the parties and supersede all prior and contemporaneous agreements, arrangements, negotiations and understandings between the parties relating to the subject matter hereof. There are no other understandings, statements, or promises of inducement, oral or otherwise, contrary to the terms of this Agreement. Exhibits to the Agreement are an integral part of this Agreement and will be deemed incorporated into this Agreement.

Proper Execution: This Agreement is not valid until executed by authorized individuals of both the Hotel and Group. The undersigned agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign.

ACCEPTANCE: All of the above facilities and services are being held on a first option tentative basis until January 28, 2020

GROUP NAME:
Da Vinci Charter Academy

HOTEL:
Embassy Suites by Hilton – Anaheim North

*7:20
1-30-2020*

Bruce Colby
Authorized Representative

Katie Watkins
Sr. Corporate Sales Manager

Date

Date

HILTON MEETING PLANNER BONUS PROGRAM:

MEETING PLANNER

To participate you must be a member of Hilton HHonors.

To qualify, your event must be **contracted** with the hotel in advance, and typically include a minimum spend of \$1,000. Eligible charges may include those for guest rooms, meeting rooms and catered events (excluding taxes and service charges).

Meeting planner point's eligibility

- 1- Planner Points are offered to the recipient only for rooms booked in the contracted group block
- 2- Planner Points are not offered to the recipient for any rooms booked through a 3rd party (Expedia, Hotwire, Priceline, etc.)
- 3- Planner Points are not offered to the recipient for travelers (within the group block) that have submitted their personal HHonors

Meeting Planner will earn one HHonors bonus point for every eligible dollar spent, up to a maximum award of 100,000 HHonors bonus points. Recipients of Meeting Planner Bonus points must submit an acknowledgment form signed by an authorized representative of Group before the HHonors bonus points can be issued. The Meeting Planner Bonus Acknowledgment Form confirms that the Group is aware that the Meeting Planner Bonus will be provided to Meeting Planner and that the receipt of such Meeting Planner Bonus by Meeting Planner does not violate the Group's policies. You agree that you take full responsibility for determining whether further disclosure of the Meeting Planner Bonus is required and for making such disclosure if it is required, and you further agree to reimburse Hotel for any fees, costs, liabilities or expenses that Hotel incurs should any person claim that disclosure was insufficient.

Planner points: \$1 dollar = 1 point

We do not include tax or service charge when awarding points

AUTHORIZED MEETING PLANNER POINTS RECIPIENT:

Printed Name: _____

HHonors# _____

Signature: _____ **Date:** _____



Embassy Suites Anaheim North

3100 East Frontera
Anaheim, CA 92806
714-632-1221 fax 714-632-3575

Invoice # 9614

INVOICE

Customer

Name Da Vinci Charter Academy
Address 1400 East Eighth Street
City Davis State CA ZIP 95616
Phone 530-757-7154

Date 1/23/2020
Order No. _____
Rep Kristiana Nordin
FOB _____

Qty	Description	Unit Price	TOTAL
40	20 Double Queen Suites @ \$139 + tax for 2 nights	\$160.13	\$6,405.20
4	2 King Suites @ \$149 + tax for 2 nights	\$171.65	\$686.60
1	Conference Room on 06/04/20	\$150.00	\$150.00
1	Bus parking \$230.40 inclusive of tax	\$230.40	\$230.40

Payment Details

Group Arriving: 6/3/20
Group Departing: 6/5/20

Full Payment is Due By 5/03/20

SubTotal	\$7,472.20
Payment Rcvd	
TOTAL	\$7,472.20

Office Use Only

Remit To:

Suites by Hilton Anaheim-North
3100 East Frontera, Anaheim CA. 92806

Embassy