

**CONTRACT NAME: AGREEMENT BETWEEN RED LION  
HOTELS AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

**BRIEF DESCRIPTION OF CONTRACT:** Red Lion Hotels will provide accommodations for the Davis Senior High School Cross Country team from October 23, 2015 through October 25, 2015 while participating in the cross country track meet in Anaheim, CA.

The cost of the trip is being paid by donations.



1850 South Harbor Boulevard  
Anaheim, CA 92802

### GROUP SALES AGREEMENT

This Agreement is made and entered into as September 11, 2015, by and between Red Lion Hotel Anaheim (hereinafter referred to as "Hotel") and Nellie Rodriguez Prospecting (hereinafter referred to as "Group"). Group agrees that the terms of this Agreement are based upon the information provided by Group below.

#### DESCRIPTION OF THE EVENT

Company/Organization or Sponsor's Name: Davis High School Cross Country		
Event Name and general description of event: Davis High School Cross Country		
Contact Name: Bill Gregg		
Contact Phone: 530-304-9221	cell:	Fax:
Contact Address:	315 W. 14th St. Davis, CA 95616	
Email:	williamjgregg@aol.com	

#### GROUP ROOM RESERVATIONS

**GUEST ROOM ACCOMMODATIONS:** Hotel will hold the following block of rooms for participating Team's use. Unless as indicated in this Agreement, Hotel does not guarantee any particular room type nor does it guarantee that rooms will be in proximity to each other.

Date	10/23/15	10/24/15	10/25/15
Day	Fri	Sat	Sun
Stan. Double Queen	28	28	C/O

**CUT OFF DATE: Wednesday, October 9, 2015.** After this date, rooms not covered by a rooming list or individual reservations shall be released from Group's room block and Hotel may contract with other parties for the use of such rooms. Hotel may continue to accept reservations from Group's attendees after that date at the prevailing room rate, subject to availability.

#### GUEST ROOM RATES

The Hotel is pleased to confirm the following room rates for this group:

Occupancy	Single	Double	Triple	Quad
Rates	\$140.00	\$140.00	\$140.00	\$140.00

Hotel room rates quoted are subject to state and local taxes of 17% and a \$5.00 Anaheim Resort Fee per room, per night. All rates are net non-commissionable.

**ADDITIONAL BREAKFAST CONSIDERATIONS:** Hotel agrees to provide a breakfast buffet for a charge of \$10.00 per person, inclusive of applicable taxes and service charge, should the group choose this option. Please mark the days you would like to use our breakfast option.

Breakfast Option \$10.00 per person inclusive of applicable tax and gratuity	Daily
Accept	<input checked="" type="checkbox"/>
Decline	<input type="checkbox"/>

84  
Vouchers  
@ \$10.00  
inclusive  
UnRoel

## **RESERVATIONS:**

**ROOMING LIST:** Group must submit a room list to Hotel by Wednesday, October 9, 2015. This list must be provided to and approved by Hotel and indicate the name and sharewiths of each guest, the types of sleeping rooms desired (single, double), the arrival and departure dates and the smoking and non-smoking requirements for each guest (hereafter Rooming List).

All reservations made by Rooming List will be automatically guaranteed for late arrival by Group. If guests identified on the Rooming List do not check in, Group's Master Account will be charged for the first night of all no-shows and cancellations that occur 72 hours prior to the first date of arrival.

**INDIVIDUAL GUESTROOM CANCELLATION POLICY:** Guests have 72 hours, prior to arrival, to cancel their room reservation without penalty. Guests will forfeit one (1) night's room and tax if they do not cancel their reservation by 4:00pm, local time, 72 hours prior to the team's arrival. Some exceptions may apply which your reservations agent can advise you of at the time of cancellation.

**EARLY DEPARTURE FEE:** An early departure fee of \$50.00 will be added to a guests folio should they check out prior to their scheduled departure date. Be sure attendees confirm their departure date at check in to avoid an early departure fee.

## **BILLING/CREDIT PROCEDURES**

**MASTER ACCOUNT:** The manner of payment of the Master Account shall be established upon approval of Group's credit. Group must complete the attached direct billing application and return to Hotel upon the execution of this Agreement. Direct billing is a privilege and can only be authorized by the Hotel after a credit check has been approved. If Group has been approved for Direct Billing, all charges will be billed to the Master Account and will be direct billed to Group and paid as provided herein.

**PAYMENT:** The Hotel requires payment to be established in advance by each team, the attached **Credit Card Authorization Form**, must be completed and submitted in advance along with the signed Sales Group Agreement by the teams to confirm their bookings.

The team has the option to settle the team master to the credit card on file or pay with a check. Five business days prior to the team's arrival the credit cards will be pre-authorized for the full amount for guarantee or payment.

**INCIDENTALS:** All individual guests are to be responsible for incidental expenses, the guest will be expected to leave a valid credit card or a cash deposit in the amount of \$ 50 per night at the time of check-in. It will be team's responsibility to inform its members of this requirement.

## **GROUP'S CANCELLATION OR ATTRITION:**

If Group cancels this Agreement, reduces the size of its meeting and/or attendance, Group agrees that Hotel will suffer damages. Such damages will be a result of Hotel's inability to offer Group's unused space or services to another group and /or the cost to Hotel of trying to re-sell the space/services. The exact amount of damages will be difficult to determine. Therefore, Group agrees that the liquidated damages set forth below are a reasonable effort by the parties to agree in advance on the amount of damages. It is agreed that these amounts will be due to the Hotel regardless of the Hotel's ultimate ability to re-sell some or all of the space or services.

### **CANCELLATION:**

The group may cancel without penalty until 30 days prior to arrival. If group cancels after that date, the group will pay an amount equal to 100% of total anticipation revenue.

### **ATTRITION:**

The parties agree that Group and Hotel will share in the loss of revenues suffered by the Hotel in the event of the Group's failure to utilize all of the rooms and services agreed to herein. The Group therefore agrees to pay to the Hotel a percentage of lost revenue as outlined in this paragraph.

For sleeping room revenue, the lost revenue will be calculated by multiplying the number of rooms not utilized out of the Group's block times the average room rate of rooms actually utilized, plus tax.

The Group will be responsible for paying the amount indicated by the chart below:

Percentage of rooms/services not utilized	Group Pays
20% or less	-0-
21 to 30%	40% of lost revenues
31 to 60%	60% of lost revenues
over 60%	100% of lost revenues

**PARKING:** Hotel agrees to provide Complimentary Charter Bus parking on a space-available basis for 2 buses (normally \$50.00 per night per bus) Currently, the rate is \$15 for overnight/guest stay.

### GENERAL PROVISIONS

**FORCE MAJEURE:** The performance of this Agreement is subject to any circumstances making it illegal or impossible for the Hotel to provide Hotel facilities, including but not limited to 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 to Group by Hotel.

**DAMAGE CLAUSE:** In the unlikely event that damage to any Hotel property occurs as a result of any guest related to Group, Group agrees to assume all liability and expense and agrees that, in addition to any other rights as against such guest or others, Hotel may charge Group's Master Account or directly bill Group for all such charges. Group shall indemnify, defend and hold harmless Hotel and its officers, directors, partners, affiliates, members and employees from and against all demands, claims, damages to persons and/or property, losses and liabilities, including reasonable attorney fees (collectively "Claims") arising out of or caused by Group's negligence or intentional misconduct. Group shall not have waived or be deemed to have waived, by reason of this paragraph, any defense that it may have with respect to such claims.

**DISPUTE RESOLUTION:** Hotel and Group agree to use their reasonable 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. To the extent allowed by law, the parties hereto hereby waive the right to a jury trial in any action or proceeding regarding this Agreement.

To serve as our mutual agreement this document must be signed and returned by Friday, September 11, 2015. If the signed Agreement is not received by the date requested all rooms and space may be released for sale.

IN WITNESS WHEREOF, Hotel and Group have executed this Agreement in manner and form sufficient to bind them as of the date and year set forth on page one of this Agreement:

Red Lion Hotel Anaheim

Davis High School Cross Country

By: 

By: 

Name: Nellie Rodriguez

Name: Bruce Colby - Associate Superintendent of Business Services OR Omaira Reyna - Director of Fiscal Services

Title: Sales Manager

Date: September 11, 2015

Date: 9/11/2015

DIRECTOR OF SALES: \_\_\_\_\_ Initial