

CONTRACT NAME: AGREEMENT BETWEEN EMBASSY SUITES AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: Embassy Suites will provide accommodations for the Davis Senior High School Band from May 13, 2016 through May 17, 2016 while attending the spring band tour in Anaheim, California.

Students will be given the opportunity to perform at various indoor and outdoor venues which will broaden their performance skills as each venue requires different strategies to produce a quality sound. Students will have the opportunity to visit college campuses, allowing them a glimpse into both the music departments and general campus life.

The cost of the trip is being funded by donations.



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

Guest Room Agreement

This Confirmation Agreement ("Agreement") between Davis High School 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: | | Hotel Information: | |
|--------------------------|---|-------------------------------|-------------------------|
| Date: | October 30, 2015 | Sales Contact | Lexa Smith |
| Company Name: | Davis High School (Band) | Title: | Director of Sales |
| Contact Person: | Tom Slabaugh (Band Director) | Phone: | (714) 618-9016 |
| Address: | 315 West 14 th St. Davis CA 95616 | Sales Office Fax: | (714) 632-3575 |
| Phone: | (530) 757-5400 | Email: | Lexa.smith@Hilton.com |
| Signatory: | Bruce Colby (District Administrator) | | |
| Onsite Contact: | Tom Slabaugh (Band Director) | Catering Sales Manager | Maggie Mejia |
| | | Phone: | (714) 618-9015 |
| | | Email: | Maggie.mejia@Hilton.com |

We are unable to accept signed agreements that have been written on, crossed out, adjusted or revised. Please review and contact Sales Manager with revision requests prior to signature.

The sleeping rooms, 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 ("Room Block")

| Day/Date | King One-Bedroom Suite \$119.00 | Two Double Queen One-Bedroom Suite \$145.00 |
|-----------------------|---------------------------------------|---|
| Friday May 13, 2016 | 3 | 31 |
| Saturday May 14, 2016 | 3 | 31 |
| Sunday May 15, 2016 | 3 | 31 |
| Monday May 16, 2016 | 3 | 31 |
| Tuesday May 17, 2016 | Checkout | Checkout |

TOTAL SLEEPING ROOM NIGHTS RESERVED: 136 Room Nights

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 8%, and the hotel occupancy tax rate is 15.2%. Quoted sleeping rates will be offered, based on availability.

| Summary Of Minimum Revenue Anticipated By Hotel From This Agreement | |
|---|--------------------|
| Total Anticipated Sleeping Room Revenue: | \$19,408.00 |

** Does not include gratuities, service charges, labor fees, applicable federal, state or local taxes or any other fees outside of food and beverage product sales

- SPECIAL CONSIDERATIONS & HOTEL AMENITIES:** ○ Full Cook to Order Breakfast daily ○
 Complimentary Evening Reception from 5:30pm – 7:30pm with light snacks and beverages
 ○ Complimentary Self-Parking ○ Complimentary Bus Parking ○ 1 Comp
 per 50 room nights actualized cumulative

TERMS AND CONDITIONS:

| | |
|--------------------------------------|--|
| Reservations will be made by: | Rooming List |
| Reservation CUT-OFF DATE: | April 15, 2016 |
| Room and Tax Charged to: | Company by Credit Card |
| Incidentals Charged to: | IPO |
| Meeting / Event Charges: | Company by Credit Card (Pizza Party 5/16/16) |

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.

CANCELLATION: You may cancel this Agreement only upon giving written notice to us. The parties agree and understand that in the event of a cancellation, our actual damages would be difficult to determine. Therefore, the parties agree on the following amounts to be paid by you to us upon notice of cancellation as liquidated damages:

| | |
|--|------|
| Cancellation between date of signing and 90 days of event, per event: | 25% |
| If notified between 89 and 60 days in advance of the event, per event: | 50% |
| If notified between 59 and 30 days in advance of the event, per event: | 75% |
| If notified between 29 and 6 days in advance of the event, per event: | 90% |
| If notified between 5 and day of the event, per event: | 100% |

PAYMENT Unless you have established credit in advance with us, you will pay the entire contract price by certified check at least three business days prior to your function or by personal bank check four weeks prior to your function. We also require a credit card to be placed on file as a guarantee of the function outlined for any additional charges day of event.

If you have established credit, payment in full will be due within thirty (30) days after receipt of the bill. If you prefer, all charges can be paid by credit card. Hotel accepts American Express, Diners Club, Discover Card, JCB International, Master Card or Visa.

If credit has not been approved for your function, you will provide us with the credit card to which all estimated master account charges will be charged no later than 30 days prior to your event.

If credit has been approved, you will provide us with your credit card information at the time of your function. 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.

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 20lbs each of the Group's meeting materials and publications, each additional box requiring storage will incur a storage fee at \$8 per box 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: Hotel agrees to defend, indemnify and hold harmless Group from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees, arising out of or resulting from any act undertaken or committed by Hotel pursuant to the performance of its obligations under this Agreement. Hotel also agrees to defend, indemnify and hold harmless Group from any liability resulting from any claim, action or cause of action, which may be asserted by third parties arising out of Hotel's performance pursuant to this Agreement, except for those actions or liabilities, which are due to the misconduct, or negligence of the Group.

Group agrees to defend, indemnify, and hold harmless Hotel from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees, arising out of or resulting from any act undertaken or committed by Group or any contractors hired or engaged by the Group in connection with the performance of Group's obligations under this Agreement. Group also agrees to defend, indemnify, and hold harmless Hotel from any liability resulting from any claim, action or cause of action, which may be asserted by third parties arising out of the performance of Group's obligations pursuant to this Agreement, except those actions which are due to the misconduct or negligence of Hotel.

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 law 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, nonowned 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.

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 **November 20, 2015**

GROUP NAME:
Davis High School

HOTEL:
Embassy Suites by Hilton – Anaheim North

Authorized Signature

Authorized Signature

Date

Date

Lexa Smith
Director of Sales
(714) 618-9016
Lexa.Smith@hilton.com