

**CONTRACT NAME: AGREEMENT BETWEEN CIM/J STREET
SACRAMENTO HOTEL, INC. D/B/A SHERATON GRAND
SACRAMENTO HOTEL AND DAVIS JOINT UNIFIED SCHOOL
DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This agreement is for the Davis Senior High School Senior Ball to be held on April 30, 2016.

Agreement between **CIM/J Street Sacramento Hotel, Inc. d/b/a Sheraton Grand Sacramento Hotel** and **DAVIS HIGH SCHOOL**

Customer

DAVIS HIGH SCHOOL
Omaira Reyna
Director of Fiscal Services
315 W 14th St
Davis, CA, 95616-1914
United States
Phone: 530-757-5400
Fax :
Email :

Property

Sheraton Grand Sacramento Hotel
Alison Noell
Catering Sales Manager
1230 J Street
Sacramento, CA, 95814
United States
Phone: 916-341-4013
Fax : 916-341-3600
Email : Alison.noell@sheraton.com

RE: Davis High School Ball 2016

This Agreement between DAVIS HIGH SCHOOL ("**Customer**") and CIM/J Street Sacramento Hotel, Inc. d/b/a Sheraton Grand Sacramento Hotel ("**Hotel**") is effective as of the date it is signed by Hotel ("**Agreement Date**").

Event Dates: 30-April-2016

Function Space/Schedule of Events:

This Agreement applies to the following events and function space:

Date	Function Description	Start – End Time	Function Space	Set Up	# PPL	Room Rental
Sat, 30-April-2016	Setup	3:00PM- 6:00PM	Grand Nave Ballroom	Rounds	600	\$0.00
Sat, 30-April-2016	Meeting	4:00PM- 11:00PM	Beavis	Theater Style	10	\$0.00
Sat, 30-April-2016	Meeting	4:00PM- 11:00PM	Bondi	Theater Style	10	\$0.00
Sat, 30-April-2016	Registration	5:00PM- 1:00AM	Grand Nave Foyer	Registration	20	\$0.00
Sat, 30-April-2016	Dinner and Dancing	6:00PM- 1:00AM	Grand Nave Ballroom	Rounds	600	\$0.00
Total						\$0.00

Rates do not include applicable state and local taxes, currently 8.5%.

Function Space Rental Fee: Complimentary

Assignment of Function Space: Hotel will provide Customer with Function Space in accordance with the schedule of events, based on the contracted number of people attending the event. Hotel may make reasonable substitutes to Function Space by notifying Customer.

Final Program: Customer agrees to provide its final program to Hotel no later than 10 days prior to 30-April-2016. In the event that a final program is not submitted by this date, Customer agrees that Hotel may at its option release all or part of space held for Customer.

Banquet Event Orders: Hotel will provide Customer with Banquet Event Orders ("**BEOs**") that specify and confirm the specific details and terms and conditions for each event including, final menu selections, pricing, room set up and decor.

Food & Beverage: Due to licensing requirements and for quality control, all food and beverage served at Hotel must be supplied and prepared by Hotel. Menu prices will be confirmed on Banquet Event Orders (BEOs). A service charge, currently 22% of the total food and beverage revenue (plus all applicable taxes), will be added to all food and beverage charges. Included as part of the service charge is a gratuity (currently 16% of total food and beverage revenue) that is paid directly to food and beverage service staff. The remainder of the service charge is retained by Hotel to cover non-itemized costs of the event. No other fee or charge, including administrative fees, set up fees, labor fees, or bartender or food station fees, is a tip, gratuity, or service charge for any employee.

Minimum Revenue: This Agreement will generate revenue for Hotel from a variety of sources, including guest rooms, food & beverage, and charges for ancillary services. The minimum revenue anticipated by Hotel under this Agreement (excluding taxes and other charges) is:

Minimum Food & Beverage Revenue (<i>based on committed food & beverage minimum</i>):	\$25,000.00
Total Minimum Revenue:	\$25,000.00

If Customer does not fulfill all of its commitments or cancels this Agreement, Customer agrees that Hotel will suffer damages that will be difficult to determine. The "Attrition" and "Cancellation" provisions below provide for liquidated damages agreed upon by the parties as a reasonable estimate of Hotel's losses and do not constitute a penalty of any kind.

Cancellation: If Customer cancels this Agreement, Customer will provide written notice to Hotel, accompanied (except in the case of a Force Majeure) by payment of the amounts indicated below:

From the Agreement Date to 91 days prior to 30-April-2016:	65% of Total Minimum Revenue = \$16,250.00
From 90 days to 21 days prior to 30-April-2016:	85% of Total Minimum Revenue = \$21,250.00
From 20 days or less prior to 30-April-2016:	100% of Total Minimum Revenue = \$25,000.00

The parties agree that the amounts included in this Cancellation clause are reasonable estimates of the losses that would be incurred by Hotel and factor in Hotel's ability to mitigate its losses through resale.

Master Account: Hotel will set up a "Master Account" for Customer for payment of charges under this Agreement. Customer must review all charges billed to the Master Account to ensure accurate billing.

Deposit Schedule: Customer will pay deposits to Hotel as follows:

Type	Due Date	Amount
1st Deposit	1-Oct-2015	\$5,000.00
Weekly Deposits	1-Apr-2016	Estimated Balance
Final Payment	16-Apr-2016	Estimated Balance

Payment: Customer will pay the estimated amount of the Master Account as shown on the deposit schedule. Customer will advise Hotel of its expected method of payment of the Master Account at least 30 days in advance of 30-April-2016. If Customer will pay using a credit card honored by Hotel, a valid credit card must be provided to Hotel no later than 30-April-2016, and all Master Account charges will be charged to such credit card at departure. Any amounts not paid at departure will accrue interest at 1½% per month from the date of departure. Upon application and review by Hotel, Hotel may elect to extend direct billing privileges to Customer. Customer must notify Hotel of any disputes within 5 business days of Customer's receipt of invoice from Hotel or disputes will be considered waived.

Concessions: Hotel will provide the following concessions:

Concession: Complimentary Event Space
Concession: (4) Complimentary Standard Rooms the night of April 30, 2016
Concession: (5) Complimentary Valet Parking Passes for Non-Registered Guests
Concession: Choice of Black, White or Ivory Tablecloths, Mirror Tiles and Votives, Choice of Napkin Color (limited availability), Mirror Tiles and Votives on Each Table

Use of Event and Function Space: To protect the safety and security of all Hotel guests and property, Customer will obtain Hotel's advance written approval before using items in event and function space that could create noise, noxious odors or hazardous effects (e.g., loud music, smoke or fog machines, dry ice, confetti cannons, candles, or incense) and before engaging in any activities outside of the reserved function rooms (e.g., registration table). Customer will obtain any required Fire Marshall or other safety approvals, and will pay any expenses incurred by Hotel as a result of such activity, such as resetting smoke or fire alarms or unusual clean-up costs.

Security: Hotel does not provide security in the event and function space and all personal property left in the event or function space is at the sole risk of the owner. Customer will advise its attendees that they are responsible for safekeeping of their personal property. Hotel may reasonably require Customer to retain security personnel in order to safeguard guests or property in Hotel. Security personnel are not authorized to carry firearms without advance Hotel approval.

Ancillary Services: Hotel may provide, or contract with third parties to provide, ancillary services (e.g., A/V, drayage, florists, exhibitors) to Customer for additional charges. Except with respect to certain services (e.g., rigging services), Customer may use its own vendors for such services provided that Customer's proposed vendors meet minimum standards established by Hotel, including insurance and indemnification requirements. With respect to audiovisual services, Customer will inform Hotel of its decision to bring its own vendor at least 60 days prior to 30-April-2016, and will sign, and have its audiovisual vendor sign, an acknowledgement of Hotel's Audiovisual Service Standards at least 45 days prior to 30-April-2016.

Shipping and Storage: Hotel does not have storage space for crates, pallets or large shipments. Any materials to be sent to Hotel may arrive no earlier than 3 days prior to 30-April-2016. A handling and storage fee of \$3 per box/item or \$1 per pound (plus all applicable dates) will be assessed. The mandatory handling and storage fee is retained by the Hotel and is not a tip, gratuity, or service charge for employees providing the handling services. Hotel will not be responsible for any loss or damage to materials set to Hotel prior to 30-April-2016.

Disclosure: Customer will be responsible for determining to whom it needs to disclose any terms of this Agreement, including any commission or rebate that it may receive. Customer will disclose to all Customer attendees the type and amount of all automatic and mandatory charges that will be charged to them by Hotel.

Laws and Policies: Each party will comply with all applicable federal, state and local laws (including the Americans with Disabilities Act) and Hotel rules and policies. Customer will be responsible for providing its disabled members with auxiliary aids in connection with any Customer events or activities. Upon Customer's reasonable request, Hotel will cooperate with Customer to provide services on behalf of Customer's disabled attendees.

Smoke Free Policy: Hotel is a smoke free hotel. Restaurants on property that are not operated by Hotel may not participate in the smoke free policy. To protect the smoke free environment, Hotel will post a \$200 cleaning fee to the account of any guests who smoke in their guest room. To ensure the cooperation and comfort of Customer's attendees, Customer agrees to advise its attendees of the smoke free policy in writing.

Privacy: Customer will obtain all necessary rights and permissions prior to providing any personally identifiable information ("PII") to Hotel, including all rights and permissions required for Hotel, Starwood Hotels & Resorts Worldwide, Inc. ("Starwood"), Starwood affiliates, and service providers to use and transfer the PII to locations both within and outside the point of collection (including the United States) in accordance with Starwood's privacy statement (www.starwoodhotels.com/corporate/privacy_policy.html) and applicable law.

Confidential Information: Customer and Hotel will each take reasonable steps to keep all confidential information provided by the other party confidential and to identify information as confidential when shared. Confidential information will not include: (1) information that is publicly available; (2) PII, which will be handled by the parties in accordance with the "Privacy" provision above; or (3) information that is left or discarded in event rooms, public space or guest rooms.

Insurance: Each party will maintain insurance sufficient to cover any claims or liabilities which may reasonably arise out of or relate to its obligations under this Agreement and will provide evidence of such insurance upon request.

Indemnification: Each party will indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims resulting from its breach of this Agreement or the negligence, gross negligence or intentional misconduct of such party or its officers, directors, employees, agents, contractors, members, or participants. Neither party will be liable for punitive damages.

Dispute Resolution: The parties will resolve any claim or dispute arising out of or relating to this Agreement through binding arbitration before one arbitrator conducted under the rules of the American Arbitration Association or JAMS in the state and city in which Hotel is located. The law of the state in which Hotel is located will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or litigation arising out of or relating to this Agreement or the enforcement of any arbitration award, the prevailing party will recover attorneys' fees and costs including expert witness and arbitration fees and pre- and post-judgment interest. Each party will be responsible for attorneys' fees and interest associated with the other party's efforts to collect monies owed under this Agreement.

Force Majeure: If acts of God or government authorities, natural disasters, or other emergencies beyond a party's reasonable control make it illegal or impossible for such party to perform its obligations under this Agreement, such party may terminate this Agreement upon written notice to the other party without liability.

Notice: Any notice required or permitted by the terms of this Agreement must be in writing.

Assignment: Customer may not assign or delegate its rights or duties under this Agreement without Hotel's prior approval.

Severability: If any provision of this Agreement is held to be invalid or unenforceable that provision will be eliminated or limited to the minimum extent possible, and the remainder of the Agreement will have full force and effect.

Waiver: If either party agrees to waive its right to enforce any term of this Agreement, it does not waive its right to enforce any other terms of this Agreement.

This Agreement constitutes the entire agreement between the parties, supersedes all other written and oral agreements between the parties concerning its subject matter, and may not be amended except by a writing signed by Hotel and Customer.

ACCEPTED AND AGREED TO:

DAVIS HIGH SCHOOL

CIM/J Street Sacramento Hotel, Inc., as owner of Sheraton
Grand Sacramento Hotel

By _____

By _____

Jana Acosta
Director Of Catering and Event Management

Date _____

Date _____

SPG PRO PROVISIONS

Award of Benefits: Certain benefits awarded through the Starwood Preferred Guest program ("**SPG**"), including Starpoints and eligible nights (collectively, "**Benefits**"), are available for business contracted through the sales and catering departments of participating Starwood hotels. Group acknowledges that such Benefits have been offered in connection with this Agreement, and Group consents to the awarding of Benefits to the individual(s) listed below (each a "**Group Recipient**"). Once Group has departed the Hotel's facilities and full payment is received by Hotel, Benefits will be awarded to the Group Recipients in accordance with the SPG terms and conditions http://www.starwoodhotels.com/preferredguest/legal/spg_terms.html (the "**SPG T&Cs**").

Member Name	Starwood Preferred Guest Membership Number
1.	
2.	
3.	

Each Group Recipient will earn (a) an amount of Starpoints based on (i) his or her status in SPG and (ii) the total amount of eligible event charges that are paid for the Event ("**Event Charges**") divided by the number of Group Recipients and (b) an amount of eligible nights based on the total number of guest rooms paid for under this Agreement ("**Paid Rooms**") divided by the number of Group Recipients, in each case, subject to the SPG T&Cs.

Limitations on Award of Benefits: Except for any attendees of the Event that pay for their own guest room, no individual other than a Group Recipient will be eligible to earn any Benefits for Event Charges or Paid Rooms. Group and Hotel must execute a written amendment to this Agreement to change any Group Recipient. Group acknowledges that each Group Recipient must be a member of SPG in good standing, must be employed by Group at the time the Benefits are awarded, and must be eligible to receive the Benefits under applicable laws, gift policies and incentive policies. Only three Group Recipients may receive Benefits. Any Benefits may be cancelled if (x) it is determined that any Group Recipient was not authorized by Group to receive, incorrectly received, or was ineligible to receive, the Benefits, (y) Hotel is no longer participating in SPG for any reason at the time of the Event or (z) SPG, or any applicable Benefit, is modified, cancelled or discontinued for any reason.