

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

BRIEF DESCRIPTION OF CONTRACT: Embassy Suites Hotel will provide accommodations for Davis Sr. High School's jazz choir in Anaheim, California from March 17, 2016 through March 20, 2016 for a choral exchange with an area school and a performance at Disneyland.

The estimated cost of the accommodations is \$8,325 and is being funded by donations and fundraisers. No student was excluded due to a lack of sufficient funds.



EMBASSY SUITES

by HILTON™

Anaheim – South

QUICK CONFIRMATION AGREEMENT

Name:	William Zinn	Hotel Name ("Hotel"):	Embassy Suites Anaheim South
Title:	Jazz Choir Director	Sales Manager:	Art Pili, Sales Manager
Company Name ("Company" or "You"):	Davis High Jazz Choir	Phone:	714-383-6721
Address:	1255 Parkgreen Drive	Fax:	714-748-0036
City, State, Zip:	Dixon, CA 95620	Name of Event:	Davis High Jazz Choir Disney
Phone:	707 5922839		
Contact:	Bonnie Wynkoop, T: 707.592.2839 E: wynbon@yahoo.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:

SLEEPING ROOMS and RATES

	Thu 3/17/2016	Fri 3/18/2016	Sat 3/19/2016	Sun 3/20/2016
King Suite, Non-Smoking	3	3	3	Check out
Double-Bedded Suite, Non-Smoking	12	12	12	Check out

Room	Single Rate	Double Rate	Triple Rate	Quad Rate	Quint Rate	Sext Rate
King Suite, Non-Smoking	\$169	\$169	\$189	\$209	N/A	N/A
Double-Bedded Suite, Non-Smoking	\$189	\$189	\$189	\$189	\$209	\$209

For any suites with 3 or more adults sharing, an additional charge of \$20 per adult will be added to the rate.

TOTAL ROOM BLOCK RESERVED: 45

Room rates are net non-commissionable, quoted exclusive of applicable state and local taxes, fees and assessments, currently 17% and CA Tourism Assessment Fee of \$0.20 per night. Quoted rates will be offered, based on availability, to your attendees 3 days before and 3 days after the above dates.

Client's Initials: Bee

Hotel's Initials: _____



EMBASSY SUITES

by HILTON™

Anaheim – South

QUICK CONFIRMATION AGREEMENT

TERMS AND CONDITIONS

1. **RESERVATIONS:** Reservations will be made by rooming list. Your event manager will contact you to discuss using our automated rooming list reservation process (**RAPID!**). Hilton offers direct download into our reservation system using **RAPID!** (Reservation Automated Processing Input and Delivery). Your Event Manager will send you an Excel template to create your rooming list. Your final rooming list must be received on or before the cut-off date. Your Event Manager will provide you with instructions to access **Guest List Manager** for you to build your rooming list.

Regardless of how your reservations are made, our online Guest List Manager is available to view and manage guest lists as well as view room count summaries for your Room Block. Your Event Manager will provide you with the brief instructions to access. **Reservations must be made no later than Tuesday, February 16, 2016.** After that date, you agree that we may offer unused rooms held in your block to other customers to reduce our losses and your obligations under the performance clause. Reservations requested by your attendees after this date will be accepted based upon availability. Room and tax will be charged to group's account.

2. **PARKING:** Automobile parking is currently at \$13.00 per auto per night. We can also accommodate bus and trailer parking on a first-come first serve basis. Bus Parking is \$50.00 per bus per night. Trailer Parking is \$25 per trailer per night. Please contact your Event Manager for further details.
3. **CANCELLATION AND PERFORMANCE:** The rates offered by us are based in part upon the total gross revenue 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 following minimum revenues (exclusive of tax and service charge):

SLEEPING ROOM REVENUE	\$8,325.00
FOOD & BEVERAGE REVENUE	\$0.00
MEETING ROOM RENTAL	\$0.00
Total Minimum Revenue	\$8,325.00

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 have agreed to pay reasonable liquidated damages to the Hotel for cancellation or lack of performance as described in this paragraph. Cancellation damages will be calculated as a percentage, based on the date of cancellation listed below, of the minimum revenue guarantees listed in this paragraph.

Date of Cancellation	Percentage owed
Date of signing to 90 days in advance	45% = \$3,746.00
89 days to 60 days in advance	60% = \$4,995.00
59 to 30 days in advance	75% = \$6,243.00
29 days or less in advance of event	90% = \$7,492.00

If the event is held, but the Hotel does not realize the total revenue anticipated from your event, you agree to pay performance damages. The damages owed will be the amount necessary for the Hotel to receive no less than 90% of each minimum revenue guarantee listed in this paragraph plus applicable taxes.

4. **PAYMENT IN ADVANCE:** Unless you have established credit in advance with us, you will pay the entire contract price in cash or by certified check at least three days prior to your function or by personal bank check two weeks prior to your function. 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. Hilton accepts American Express,

Client's Initials: Bar
Hotel's Initials: _____



EMBASSY SUITES

by HILTON™

Anaheim - South

QUICK CONFIRMATION AGREEMENT

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 **February 16, 2016**. If credit has been approved, you will provide us with your credit card information at the time of your function. All undisputed charges not paid within thirty (30) days of receipt of a final invoice will be subject to interest accruing at the rate of 1.5% per month, or the maximum amount allowed by law, whichever is less.

5. **GUEST RESERVATION INFORMATION:** If you have requested 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 have obtained consent from each of your Attendees for the Hotel or The DOW Hotel Company ("DHC") to provide to you and/or your representative(s) such Attendee's reservation information and agree to reimburse Hotel and DHC for any costs, damages, fees or expenses of any kind arising from any claim(s) by an Attendee relating to the Hotel's or DHC's disclosure of reservation information.
6. **SECURITY:** We have no insurance for and are not responsible for any loss or damage to your property. 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. For the safety of persons and property, no fireworks or incendiary devices may be used indoors at the hotel.
7. **COMPLIANCE WITH LAWS:** Company agrees to comply with all applicable federal, state and local laws, including health and safety codes and federal anti-terrorism laws and regulations. Company agrees to cooperate with Hotel and any relevant governmental authority to ensure compliance with such laws. Company represents, warrants and agrees that it is 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. The Hotel may cancel this Agreement without any liability if in the Hotel's sole, reasonable determination, Hotel believes that it is necessary to do so in order to comply with its obligations under applicable laws, rules or regulations.
8. **INDEMNIFICATION & INSURANCE:** To the extent permitted by law, you agree to protect, indemnify, defend and hold harmless the Hotel, The DOW Hotel Company, and the owner of the Hotel and their respective owners, managers, subsidiaries, affiliates, employees and agents (collectively, "Indemnified Parties") against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out of or connected with your function, except those claims arising out of the sole negligence or willful misconduct of the Hotel. You further agree to obtain and keep in force General Liability Insurance covering the event described in this contract with limits of not less than \$1,000,000 per occurrence and to provide the Hotel with a certificate of insurance naming Hotel, The DOW Hotel Company, Hotel's Owner and each of such entity's owners, subsidiaries and affiliates as an additional insured for your event.
9. **AUXILIARY AIDS:** The Hotel represents and you acknowledge that the Hotel facilities being rented for you including guest rooms, common areas and transportation services will be in substantial compliance with applicable public accommodation requirements under the Americans With Disabilities Act. 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 to pay all charges associated with the provision of such aids. We will,

Client's Initials: Bec

Hotel's Initials: _____



EMBASSY SUITES

by HILTON™

Anaheim - South

QUICK CONFIRMATION AGREEMENT

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 ADA in the set up and conduct of meetings for your event.

10. **PROMOTIONAL CONSIDERATIONS:** We have the right to review and approve any advertisements or promotional materials in connection with your function that specifically reference any name or logo of the Hilton portfolio of Hotel brands. You represent and warrant that your activities conducted at the hotel and in connection with the function shall not infringe the patent, copyright or trademark rights or violate rights of privacy or publicity of any third party.
11. **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.
12. **ARBITRATION:** 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 contract will be resolved by arbitration 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, false advertising, false representation, unfair competition 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. The prevailing party in any arbitration or court proceeding will be entitled to an award of its reasonable costs and attorney fees and pre and post judgment interest.
13. **SUCCESSORS AND ASSIGNS:** The commitments made by Company will be binding on its successors and assigns. In the event that Company assigns, sells, conveys, pledges or otherwise disposes of all or substantially all of its assets (collectively referred to as "assignment"), by operation of law or otherwise, this agreement and the obligations herein must also be assigned to and assumed by the successor organization, subject to approval by Hotel. In the event such an assignment is contemplated, Company agrees to notify Hotel at least thirty days in advance of the planned close of the assignment transaction of the entities involved. Hotel will thereafter have 20 days in which to notify Company if assignment is approved.
14. **OUTSIDE CONTRACTORS:** Should Company elect to utilize outside contractors or subcontractors on Hotel premises during your event, including, but not limited to, a destination management company, audio/visual services, decorators, or others, you must notify Hotel of your intention to use such providers at least thirty days in advance of your event. All outside contractors must sign a hold harmless, indemnification and insurance agreement in the form currently in use at Hotel for similar outside contractors and provide proof of insurance in amounts acceptable to Hotel (amounts and types of insurance may be changed or increased in Hotel's sole discretion based on the type of services the outside contractor will be providing) before they will be allowed to provide services on Hotel premises. In some instances, Hotel may be required, pursuant to obligations imposed on Hotel by labor unions or collective bargaining agreements, to utilize Hotel labor to provide certain services, and Customer agrees to pay the fees and/or charges associated with these services.
15. **OPTION DATES:** These arrangements are being held on a first option basis until **Thursday, December 24, 2015**. However, should another organization request the dates and be in a position to confirm immediately, you will be advised and given seven (7) days to confirm on a definite basis or alternate dates can be researched and held for your use. Please note that it is the responsibility of your organization to notify the Embassy Suites Anaheim South if you need to extend your option. If written confirmation is not received by the Embassy Suites

Client's Initials: BCC

Hotel's Initials: _____



EMBASSY
SUITES

by HILTON™

Anaheim - South

QUICK CONFIRMATION AGREEMENT

Anaheim South by **Thursday, December 24, 2015** your hold may be automatically released. This contract will become a binding commitment once it has been signed by both Davis High Jazz Choir and Embassy Suites Anaheim South.

16. **MISCELLANEOUS:** The parties agree that for purposes of this contract and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by facsimile transmission will be considered as enforceable and valid as original signature by the party signing. The effective date of communications between the parties will be determined as follows:

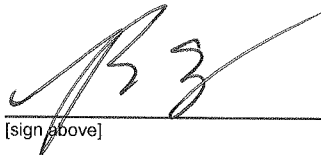
1. Communications sent via U.S. Mail or private mail delivery service (i.e. Fed Ex) will be effective as of the date sent;
2. Communications sent via facsimile will be considered effective as of the date and time on the facsimile confirmation sheet retained by the sender.

This contract, with exhibits attached hereto (if any), upon signature by both parties below constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by **Hotel** and **Company**. For the avoidance of doubt, emails, including emails that bear an electronic "signature block" identifying the sender, do not constitute signed writings for purposes of this Agreement.

The undersigned expressly agree and warrant that they are authorized to sign and enter into this contract on behalf of the party for which they sign.

Davis High Jazz Choir

By:


[sign above]

Name: Bruce E. Colby

Dated: January 15, 2016

HOTEL:

Landmark Hotels, LLC

d/b/a Embassy Suites Anaheim South

By: The DOW Hotel Company

By:

[sign above]

Name: Art Pili

Sales Manager

Dated: _____

By:

[sign above]

Name: Jessica Haydis

Director of Sales

Dated: _____

Client's Initials: Ba

Hotel's Initials: _____