

**CONTRACT NAME: AGREEMENT BETWEEN ASTON
LAKELAND VILLAGE AND DAVIS JOINT UNIFIED SCHOOL
DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: Aston Lakeland Village will provide accommodations and meeting space for the DaVinci Charter Academy staff to attend a professional development conference facilitated by the Buck Institute for Education from July 31, 2016 through August 4, 2016. This conference focuses on project-based learning for the entire staff of DaVinci.

The cost of the accommodations is \$10,368 and is included in the site budget. No additional funding is being requested.

ASTON LAKELAND VILLAGE GROUP ACCOMMODATIONS AGREEMENT

Organization:
Post As: DA VINCI HIGH SCHOOL 2016
Group Contact: SCOTT STEPHEN BELL
Address:
City, State Zip:
Phone: 916-802-7130
Email: sbell@djUSD.net

Date: APRIL 27, 2016
File Number: SM4800-1
On-site Coordinator: TBD
Address: 3535 LAKE TAHOE BLVD
City, State Zip: SO LAKE TAHOE CA, 96150
Phone: 530-542-5090

Sales Person: MEGHANN BARKLEY
Title: NATIONAL SALES MANAGER

Rooming list Due: 07/17/16
Arrival Date: 07/31/16
Departure Date: 08/04/16

Subject to the terms and conditions set forth herein, Aston Hotels & Resorts, LLC dba Aston at Lakeland Village (the "Resort") is pleased to host **DA VINCI HIGH SCHOOL 2016** (the "Group") at the Resort for the dates identified below. Upon execution by both the Group and the Resort, this document shall become a legally binding contract. In the event that the Resort does not receive this signed Agreement on or before the close of business on **MAY 11, 2016** the ("Contract Due Date"), the Group's reservation and all units listed below will be released, and this Agreement shall be deemed terminated.

I. DAILY COMMITMENT SCHEDULE

The Resort is currently reserving, in the Group's name, the following units on the following dates at the following daily rates ("Rates"). All dates listed below shall constitute the Reservation Block. The Resort reserves the right to make alternate rental arrangements of equal or better accommodations if the agreed upon unit is not available or is unsuitable for reasons beyond its control, and may cancel any reservations containing obvious errors.

Unit Type	Max Occ		SUN	MON	TUES	WED	TOTAL
LODGE			7/31	8/1	8/2	8/3	
1BED SUITE W/LOFT	4	Number of Units	1	1	1		
		Rate	279.00	279.00	279.00		
		Revenue Guarantee	279.00	279.00	279.00	X	837.00
PINEGROVE TOWNHOMES							
1BD/1BA W/LOFT	4	Number of Units	1	1	1		
		Rate	299.00	299.00	299.00		
		Revenue Guarantee	299.00	299.00	299.00	X	897.00
2BD/2BA W/LOFT	6	Number of Units	4	4	4		
		Rate	379.00	379.00	379.00		
		Revenue Guarantee	1,516.00	1,516.00	1,516.00	X	4,548.00
4BD/3BA W/LOFT	10	Number of Units				1	
		Rate				499.00	
		Revenue Guarantee	X	X	X	499.00	499.00
		Daily Revenue Guarantee	2,094.00	2,094.00	2,094.00	499.00	6,781.00

Property Description:

- **One Bedroom Suites with Loft:** feature private bedroom with king or queen bed, full kitchen, living area w/ gas fireplace, satellite television with DVD player and ½ wall sleeping loft with queen or twin bed, ½ bath and closet.
 - **One-Bedroom 1-bath Pinegrove Townhomes:** feature a bedroom with varying bedding, a loft overlooking the living area, a fully equipped kitchen, living area with fireplace, satellite television with DVD player, 1full bath, and balcony deck.
 - **Two-Bedroom 2-bath Pinegrove Townhomes:** feature 2 bedrooms with varying bedding, a loft overlooking the living area, a fully equipped kitchen, living area with fireplace, satellite television with DVD player, 2 full baths, and balcony deck.
 - **Four-Bedroom Pinegrove Townhomes:** feature 4 bedrooms with varying bedding, a loft overlooking the living area, a fully equipped kitchen, living area with fireplace, satellite television with DVD player, 3 full baths, and balcony deck.
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- Roll-away bed: \$15.00 per night.

The Resort shall have no responsibility or liability whatsoever for any descriptions or representations made by the Group regarding the Resort, unless such descriptions or representations are approved in advance by the Resort.

II. DATES

The Group's Reservation Block is for a period of 4 nights beginning after 4:00 pm (check-in time) on ***JULY 31, 2016*** and ending at 11:00 am (check-out time) on ***AUGUST 4, 2016***. Notwithstanding anything herein to the contrary, if at any time prior to the Contract Due Date, another organization requests a reservation for any of the same dates during the Reservation Block, the Group will be given two (2) working days in which to sign this Agreement and pay the Deposit (described below). If the Resort does not receive the signed Agreement and Deposit within such 2-day period, the Resort may release any or all units in the Reservation Block and/or may terminate this Agreement.

Unless otherwise agreed to, and within not less than thirty (30) days of arrival, the Group Contact shall provide the Resort with a Rooming List identifying all members of the Group, arrival/departure dates, and types of units desired. All reservations for the Group must be guaranteed for the full length of stay. Therefore, early departures and/or late arrivals will be charged the contracted Rate per night dropped, and "no shows" will be charged the contracted nightly Rate for the entire Reservation Block. It is the sole responsibility of the Group Contact to communicate this information to the Group and its members.

Due to high occupancy levels, the Resort cannot guarantee early check in or late check out. However, in the event accommodations are not immediately available, changing facilities and baggage storage will be provided.

III. RATES

The Rates listed above in the Daily Commitment Schedule are guaranteed for the Reservation Block. Pending space availability, the Rates may be extended to members of the Group for up to two (2) additional days prior to and/or after the Reservation Block.

The Rates listed above do not include the following: City Transient Occupancy Tax, which is currently 10% (subject to change), Resort Fee of 7.50%, and Lodging & Tourism Business Improvement District Fee of \$4.50 per unit/day. Porterage is optional for an additional \$7.00 roundtrip charge per person on an all or none basis. Please arrange for porterage with our Conference Services Manager at least (30) thirty days prior to arrival.

IV. ADDITIONAL CONCESSIONS: NONE

In addition to the terms and conditions set forth herein, the Resort hereby agrees to provide the following services and/or concessions to the Group; provided, however, that any language or concession set forth in this Section IV that contradicts or is otherwise inconsistent with the legal provisions set forth below in Sections X, XI, XII, and XIII shall be null and void.

As set forth below, deposits for the Group's accommodations under this Agreement may be paid by 1) the Group, or 2) individual members of the Group, or 3) the Group and its individual members. Subject to the Resort's Attrition and Cancellation Policies (described below), the Group guarantees all payments due under this Agreement, regardless of who pays the Deposit. Therefore, and except as otherwise provided herein, cancellations will not release the Group from the contractual obligations contained herein, including payment obligations. The Group may substitute names, at the negotiated Rate, for any units cancelled by the Group or its individual members.

Aston at Lakeland Village
3535 Lake Tahoe Blvd.
South Lake Tahoe, CA 96150

Total Lodging Amount	\$6,781.00
City TOT	\$763.60
Resort Fee	\$508.58
Total Lodging & Taxes	\$8,793.18
Meeting Space	\$1,575.00
Av Equipment	\$740.00

INITIAL PAYMENT	DUE 05/11/16	\$2,487.45
FINAL PAYMENT	DUE 06/31/16	\$7,880.73

VI. ATTRITION POLICY

The Resort is relying on, and the Group agrees to provide, a minimum dollar amount of guest room revenue that shall be equal to the Daily Revenue Guarantees set forth in the Daily Commitment Schedule (*see* Section I above). The terms contained in this Agreement, including the agreed upon room rates, are based in part on such Daily Revenue Guarantees. The Group's original Reservation Block outlined in the Daily Commitment Schedule (*see* Section I above), however, may be reviewed and adjusted by the Group, without penalty, on specific dates described below.

The first review date shall be sixty (60) days prior to the arrival date. On or before such date, the Group shall have the right to reduce the original Daily Revenue Guarantee (*see* Section I above) and corresponding daily lodging commitment by up to twenty percent (20%). The revised Reservation Block established on that date shall be known as the "First Adjusted Block."

The second review date shall be thirty (30) days prior to the arrival date. On or before such date, the Group shall again have the right to reduce the Daily Revenue Guarantee and corresponding daily lodging commitment by up to an additional ten percent (10%). The revised Reservation Block established on that date shall be known as the "Final Block." In the event the Group does not change the original Reservation Block or First Adjusted Block on or before thirty (30) days prior to the arrival date, the original Reservation Block or First Adjusted Block, as applicable, shall become the "Final Block." The date on which the Final Block is determined shall be the "Cut off Date."

Should the actual number of units used by the Group or its members decrease from the Final Block, or should the Group cancel its Group reservation or this Agreement, for any reason, the Group understands and agrees that the Resort will suffer damages that may be difficult to measure. Therefore, and in such case, the Group agrees to pay the Resort liquidated damages as set forth in the Cancellation Policy described below (*see* "Cancellation Fees").

VII. CANCELLATION POLICY

In the event that the Group's members cancel their Individual Lodging Reservation more than thirty (30) days prior to scheduled arrival, the Resort will refund the member's Initial Deposit (one night's lodging) and any other member prepayments, less a processing fee of Twenty Dollars (\$20) per unit. For cancellations made within (30) days of arrival for accommodations in the Lodge and 1 and 2 Bedroom Townhomes, members will forfeit their Initial Deposit (one night's lodging). Cancellations made within thirty (30) days of arrival for accommodations in 3, 4, and 5 Bedroom Townhomes, members will forfeit all monies paid. Member cancellations of Individual Lodging Reservations shall not release the Group from its contractual obligations for the Final Block of units (defined above).

In the event that the Group cancels its Group reservation or this Agreement, or should the actual number of units used by the Group or its members decrease from the Final Block of units, the Group shall pay the Resort "Cancellation Fees." The Cancellation Fee under this Agreement shall be based on a percentage of "Anticipated Unit Revenue," which revenue shall be calculated by multiplying the unit Rates by the number of nights being held at the time of cancellation. The Cancellation Fees shall also be adjusted based on the date of cancellation, as follows:

More than 90 days prior to arrival		\$ 20 per unit
Within 45-89 days of arrival	20% of Anticipated Unit Revenue	\$ 1,758.64
Within 31-44 days of arrival	50% of Anticipated Unit Revenue	\$ 4,396.59
Within 30 days of arrival	100% of Anticipated Unit Revenue	\$ 8,793.18

Notwithstanding the foregoing, the Resort will undertake commercially reasonable efforts to resell units from the Final Block that are unused or cancelled and will credit any such revenues against the damages owed, in an amount up to the full amount of damages for each such unit. Therefore, any unused or cancelled units from the Final Block will be placed back in inventory for resale; provided, however, that if the Resort has additional units available at that time, the Resort's existing units will be sold prior to selling the Group's unused or cancelled units.

Cancellation Fees shall be due and payable within thirty (30) days following the scheduled Final Block. Thereafter, and in addition to all other available remedies, the Resort shall be entitled to interest on such past due Cancellation Fees at the rate of one and one-half percent (1.5%) per month. The Group shall pay all costs of collection, including reasonable attorneys' fees.

Except as provided in Section II above, the Resort shall not cancel or reduce the Group's Reservation Block in order to accommodate other organizations or reservations. However, if the Resort cancels or reduces the Group's Reservation Block for any other reason, the Resort shall immediately refund all applicable deposits and any other prepayments, and shall use its commercially reasonable efforts to relocate the Group to other, comparable accommodations. The foregoing is in lieu of all other remedies available against the Resort for any losses or damages that may be caused by such cancellation.

VIII. MASTER ACCOUNT

A "Master Account" (also known as a "City Ledger") shall be established for the Group. The Master Account shall be paid as follows:

- Prior to arrival, the Group will provide the Resort with a written list of approved Master Account charges ("Approved Charges").
- Incidentals that are listed as Approved Charges will be direct billed to the Master Account.
- All additional Approved Charges will also be direct billed to the Master Account.
- At or before check in, all Group deposits, all other amounts that have been prepaid by the Group, and any amounts collected for individual cancellations (if applicable) will be posted to the Master Account.
- **A credit card pre-authorization will be taken at check in for each unit booked.**
- Amounts posted to the Master Account may be applied to all Approved Charges.
- Payment of any Master Account balance shall be due upon invoice. Payments not received within thirty (30) days of the invoice date will be subject to a finance charge of one and one-half percent (1.5%) per month. The Group shall pay all costs of collection, including reasonable attorneys' fees.
- Unless credit card authorization has been pre-approved, the Master Account balance must be paid by company check, cashier's check or wire transfer. Upon request, the Resort will provide the Group with a credit card authorization form.
- Any funds remaining in the Master Account will be refunded to the Group upon Master Account reconciliation.
- All disputes or complaints under this Agreement must be sent to the Resort in writing within seven (7) days after receipt of final invoice. Failure by the Group to notify the Resort of any dispute or complaint as detailed herein shall constitute a waiver.
- Invoiced amounts under this Agreement are not subject to setoff or deduction.

IX. CONFERENCE SERVICES:

Any conference services for Group meetings or other functions shall be provided in accordance with the terms and conditions set forth in the separate Conference Services Agreement, attached as **Exhibit B**.

X. PROPERTY DAMAGES

The Group understands that the units are not owned by the Resort, but by individual owners. The Group shall be responsible for any and all property damage, breakage, loss or destruction caused to the units or the Resort property, and for any personal injury caused in the units or at the Resort property, by the Group's members, employees, agents, contractors, suppliers or guests, and shall reimburse the Resort upon demand for any such damages.

XI. INDEMNIFICATION

The Group shall indemnify and hold harmless the Resort, its owners, employees, agents and affiliates, from and against all claims or causes of action and any liability or loss whatsoever, including reasonable attorneys' fees (collectively, "Claims"), arising from or related to the actions of the Group, its members, employees, agents, contractors, suppliers or guests; except to the extent such Claims are caused by the Resort's gross negligence or willful misconduct. The Resort shall indemnify and hold harmless the Group, its employees and members, from and against all Claims arising from the Resort's gross negligence or willful misconduct.

XII. FORCE MAJEURE

Performance under this Agreement is subject to circumstances beyond the reasonable control of the parties that (i) directly relate to the parties' ability to perform the obligations set forth herein, or (ii) make it illegal or impossible for the Resort to provide the services set forth herein or for the Group to use the Resort property for the purposes set forth herein, due to acts of God, war, terrorism government regulations, natural disasters, strikes, civil disaster, or curtailment of transportation facilities. In any such event, this Agreement may be terminated in writing by the affected party without any continuing obligations, penalties or liquidated damages; provided that the affected party gives written notice to the other party within ten (10) days of the force majeure event.

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XIII. AUTHORIZED SIGNATURES

The parties signing below represent that they are authorized to enter into this Group Accommodations Agreement. The individual signing on behalf of the Group understands and hereby agrees that in the event the Group is not a valid legal entity or is not otherwise able to fulfill the obligations set forth herein, then the individual is signing below as a personal guarantor of all Group obligations under this Agreement.

AGREED TO AND ACCEPTED this _____ day of _____, 201____.

GROUP: DA VINCI HIGH SCHOOL 2016

THE RESORT

ASTON HOTELS & RESORTS, LLC
dba Aston at Lakeland Village

By: _____

By: _____

Print Name: Bruce E. Colby

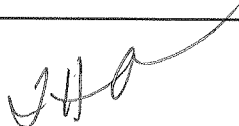
Print Name: _____

Title: Assoc. Supt. Business

Title: **General Manager**

Date: _____

Date: _____



NOTE: The contact information for Group members who need to be reached while at the Resort is:

Aston at Lakeland Village
3535 Lake Tahoe Blvd.
South Lake Tahoe, CA 96150

Phone: (530) 544-1685
Fax: (530) 544-7796
E-mail: stay@lakeland-village.com

**ASTON LAKELAND VILLAGE
CONFERENCE SERVICES AGREEMENT**

**EXHIBIT B
REVISION #1**

Organization:
Post As: DA VINCI HIGH SCHOOL 2016
Group Contact: SCOTT STEPHEN BELL
Address:
City, State Zip:
Phone: 916-802-7130
Email: sbell@djusd.net

Date: APRIL 30, 2016
File Number: SM4800-1
On-site Coordinator: TBD
Address: 3535 LAKE TAHOE BLVD
City, State Zip: SO LAKE TAHOE CA, 96150
Phone: 530-542-5090

Sales Person: MEGHANN BARKLEY
Title: NATIONAL SALES MANAGER

Arrival Date: 07/31/16
Departure Date: 08/04/16

I. MEETING SPACE AND ADDITIONAL REQUIREMENTS:

DAY/DATE	MEETING SPACE	START TIME	END TIME	FUNCTION	USAGE	SET UP FEE	GUEST COUNT
MON 8/1	SUGARPINE ROOM	8AM	5PM	MEETING	250.00	INCLUDED	50
TUE 8/2	LAKESHORE ROOM	8AM	5PM	MEETING	500.00	INCLUDED	50
WED 8/3	LAKESHORE ROOM	8AM	5PM	MEETING	500.00	INCLUDED	50
THUR 8/4	LAKESHORE ROOM	8AM	12PM	MEETING	325.00	INCLUDED	50

***USAGE-FEE/SET-UP FEE INCLUDES SET-UP AND BREAKDOWN OF TABLES, CHAIRS AND OVERLAY LINENS FOR YOUR FUNCTION.**

MEETING SPACE DEPOSIT POLICY

As outlined below, all payments are due and payable on or before the date listed. All payments are non-refundable. Should the group fail to make payments as scheduled below, the property reserves the right to change or cancel the groups usage of the function space.

- FLIP CHART WITH EASEL & MARKERS- \$25.00 PER DAY = \$100.00
- 60x60 SCREEN & LCD PROJECTOR- \$150.00 PER DAY = \$600.00
- AV CART- \$10.00 PER DAY = \$40.00
- POWER STRIPS & EXTENSION CORDS- COMPLIMENTARY

*****PAYMENT PLAN IS ON YOUR ACCOMMODATIONS AGREEMENT**

MEETING SPACE CANCELLATION POLICY

All monies paid for function space are non-refundable.

The Resort reserves the right to re-assign meeting and conference space appropriate to the size and configuration of your group at the time the meeting is held.

*By signing this Agreement the Group or individual understand that the group must abide and adhere to the event policies second page B-2 of the conference service agreement unless prior arrangements have been made with Aston Lakeland Village.

AUTHORIZED SIGNATURES

The parties signing below represent that they are authorized to enter into this Conference Agreement. The individual signing on behalf of the Group understands and hereby agrees that in the event the Group is not a valid legal entity or is not otherwise able to fulfill the obligations set forth herein, then the individual is signing below as a personal guarantor of all Group obligations under this Agreement.

AGREED TO AND ACCEPTED this _____ day of _____, 201_____.

GROUP: DA VINCI HIGH SCHOOL 2016

THE RESORT

ASTON HOTELS & RESORTS, LLC
dba Aston at Lakeland Village

By: _____

By: _____

Print Name: Bruce E. Colby

Print Name: _____

Title: Assoc. Supt. Business Services

Title: General Manager

Date: _____

Date: _____

Aston Lakeland Village Event Policies

***Please initial each policy after reading, stating that party understands each and all event policies.**

___ * A \$2,000.00 (Mid October - Mid May) & \$5,000.00 (Mid May - Mid October) guest room revenue minimum is required in order to qualify for the use of our facilities and/or ceremonies taking place at Aston Lakeland Village Resort. Group further understands that if individual reservations staying at the resort total less than the above stated room revenues the group will be responsible for paying the difference.

___ * To secure your date and time, a 50% deposit is required within two weeks of booking your event. Deposit is based on projected guest count. Cashier's Check, Money Order, Credit Card or Personal check can make payment for the deposit or payments towards your event. In case of cancellation, the deposit is non-refundable and non-transferable. Final non-refundable payment is due (30) days prior to your event.

___ *Maximum seating capacity at the Lakeshore Room is (75) guests. Maximum seating capacity at the Lakeshore Pavilion Deck is (125) guests. Maximum seating capacity for a Beach ceremony is (125) guests. If the guest count exceeds the maximum number of allowable persons in any of the above locations, Aston Lakeland Village Resort reserves the right to immediately discontinue the function. Each party involved in renting our facilities is responsible for any damage caused to the property, building or grounds they are utilizing.

___ * The Conference & Wedding Manager will provide you with a preferred vendor list. Any vendors not authorized on our list must be approved by Aston Lakeland Village prior to your event and must have all required certificates of insurance and liability.

___ * Aston Lakeland Village only allows the following two catering companies for all events. No other catering companies are authorized to provide catering services. Blue Angel Café & Harrah's Catering. No outside alcohol is allowed on property in the event spaces. All parties must use catering companies and bar services that have been authorized by Aston Lakeland Village.

___ * Aston Lakeland Village Resort and all events on property must adhere to the City of South Lake Tahoe Noise Ordinance requires all music must be turned off by 9:00pm and group must disperse by contracted end time. The DJ's listed on our preferred vendor list are the only DJ's permitted to operate on Resort property. No other amplified music will be allowed. Failure to comply may result in the immediate shutdown of the event without compensation and/or a citation and fine.

___ * A definite guarantee of the number of guests must be given to the Conference & Wedding Manager 30 (thirty days) prior to your event. Guest count can be increased up to maximum capacity NO later than 30 (thirty days) prior to event and all fees associated with projected guest count can not be decreased. There are no refunds for reduction in guest count.

___ *Final meeting room/event space set up must be confirmed 2 weeks (14 days) prior to function date. A room re-set charge will apply should room set up specifications change less than 1 week (7 days) prior to event date. If specifications are not confirmed, event set up will be at the discretion of the events services department.

___ * Wedding Rehearsals must be scheduled in advance, a \$100.00 site fee will be charged for the selected location and time.

___ * Decorations or displays brought into the Hotel must be approved by the Conference & Weddings Manager prior to arrival. Display items may NOT be affixed to any stationary walls, floors or ceiling with nails, staples, tape or any other substance that may cause damage to the property. If you are providing candles at your event, the flame must be contained within glass per the local Fire Department. Wedding favors such as toasting glasses, cake cutters, guest book, etc. are the sole responsibility of the client and must be delivered to the Reception site (2) hours prior to starting time for setup. Aston Lakeland Village will not be held responsible for damage or loss of any personal property or equipment. We advise you to assign someone in the wedding party to be responsible for your personal items.

___ *We ask that you help preserve our beaches by using only biodegradable items such as fresh flower petals, bird seed or bubbles.

___ * Aston Lakeland Village is a private property and parking is for resort guests only. Guests not staying at the resort will need to find alternative parking offsite. Any vehicles without a proper parking permit will be cited and or towed at owner's expense.

___ * Gift bags and Welcome baskets must be delivered by our guest services. A delivery fee of \$1.50 per room will be required, please contact our Conference & Wedding Manager to schedule deliveries.

___ *A mandatory security fee of \$150.00 per event will be included on all wedding and event receptions over 50 persons that include food, beverage and amplified music. A mandatory security fee may be included in Group Agreements of other events based on size and type of event in management's sole discretion.

The State of California requires a marriage license for your wedding ceremony to be legal. The marriage license fee in Eldorado County is \$60 which is payable by cash or personal check only. Applicants must be 18-years old, photo identification is required and no blood test is necessary. If you are a California resident, you may apply at your local County Clerks office or at the El Dorado County Clerks office in South Lake Tahoe. For more information contact the El Dorado County Clerks office at 530.573.3407 or log onto the website at www.co.el-dorado.ca.us