

## **CONTRACT NAME: AGREEMENT BETWEEN HAMPTON INN AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

**BRIEF DESCRIPTION OF CONTRACT:** Hampton Inn will provide accommodations for the Davis Senior High School Jazz Choir from March 23, 2017 through March 27, 2017 for their spring tour in New York.

Students will be given the opportunity to attend Broadway musicals, Radio City Music Hall, the Museum of Modern Art and the American Museum of Natural History, as well as participate in a vocal clinic with the director of the New York University Jazz Choir and a workshop with a current cast member of a Broadway musical. They will also tour the 9/11 memorial.

The estimated cost of the accommodations is \$16,206 and is being funded by donations and fundraisers. No student will be excluded due to a lack of sufficient funds.



**Manhattan  
Times Square North**

Hampton Inn – Times Square  
851, 8<sup>th</sup> Ave, 51st  
New York, NY 10019  
Tel + 1 212-581-4100 / Fax: + 1 212-974-7502

**Friday, September 09, 2016**

<b>Name:</b>	Bruce Colby	<b>Hotel Name:</b>	Hampton Inn Manhattan Times Square North
<b>Title:</b>	Assoc. Superintendent/Business Services	<b>Sales Manager:</b>	Scarlet Vasquez
<b>Company Name:</b>	Davis Joint Unified School District	<b>Phone:</b>	646-710-5850
<b>Address:</b>	526 B St.	<b>Fax:</b>	212-974-7502
<b>City, State, Zip:</b>	Davis, California 95616	<b>E-mail:</b>	Scarlet.vasquez@hilton.com
<b>Phone:</b>	530-757-5300	<b>Name of Event:</b>	Davis High Jazz Choir
<b>E-Mail:</b>	wzinn6023@gmail.com	<b>Event Dates:</b>	Thursday, March 23, 2017 - Monday, March 27, 2017

We are pleased to offer the following accommodations for your event:

	Thu 03/23	Fri 03/24	Sat 03/25	Sun 03/26
King Non-Smoking	4	4	4	4
2 Queen Beds Non-Smoking	10	10	10	10

Customer Initial \_\_\_\_\_

Room	Single Rate	Double Rate	Triple Rate	Quad Rate
King Non-Smoking	\$229	\$229	NA	NA
2 Queen Beds Non-Smoking	\$259	\$259	\$259	\$259

Customer Initial \_\_\_\_\_

**Maximum of four (4) persons per guest room**

**TOTAL ROOM BLOCK RESERVED: 56**

Room rates are quoted exclusive of local taxes, fees and assessments, currently 14.75%, plus \$2.00 per room, per night New York City Occupancy tax, plus \$1.50 Javits Convention Center fee (subject to change). Quoted rates will be offered, based on group block and rate availability, to your attendees 3 days before and 3 days after the above dates. Rates are valid for contracted room block dates only. Please contact hotel for pre/post stay availability.

**INSTRUCTIONS / REMARKS**

Reservations are due by:  
Reservations should be made by:  
Billing method rooms:  
Billing method incidentals:

**Thursday , February 23, 2017**  
Rooming List  
Master Account  
Individual Pay Own

## TERMS AND CONDITIONS

- RESERVATIONS:** : Reservations will be made by: Rooming List no later than **Thursday , February 23, 2017**. After that date, you agree that we may offer unused rooms held in your block to other customers. Reservations requested by your attendees after this date will be accepted based upon room and rate availability. Room and tax will be charged to group's account.. Guest pays own incidentals.
- HILTON HHONORS EVENT PLANNER PROGRAM:** Davis High Jazz Choir as the designated Meeting/Event Planner for this event is eligible to earn Hilton HHonors® points. Full details and rules regarding the program are available by calling the Hilton HHonors Customer Service Center at 1-800-548-8690 in the U.S. and Canada or 1-972-788-0878 or by visiting [www.hiltonhhonors.com](http://www.hiltonhhonors.com). Only the meeting/event planner who is specifically named in the event contract will be eligible for this bonus program. In this case, Davis High Jazz Choir will earn one HHonors bonus point for every eligible dollar spent. Eligible revenue will include (Food & Beverage, Rental, or Guest rooms, eligible for Points).
- 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 listed on the opposite side. You guarantee that your event will provide the following minimum revenues (exclusive of tax and gratuity):

SLEEPING ROOM REVENUE \$14024.00

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.

<u>Date of Cancellation</u>	<u>Percentage owed</u>
Date of signing to 90 days in advance	25 %
89 days to 60 days in advance	45 %
59 to 30 days in advance	65 %
29 days or less in advance of event	85 %

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 80% of each minimum revenue guarantee listed in this paragraph plus applicable taxes.

- DEPOSIT SCHEDULE:** We require a non-refundable deposit of the estimated master account for all events. The following amounts will be required to confirm this event:

<u>Date</u>	<u>Amount</u>
<b>Thursday , September 22, 2016</b>	\$1,500.00
<b>Thursday , February 23, 2017</b>	Remaining Balance

Please note if the non-refundable advance deposit is not received by **Thursday, September 22, 2016** the hotel reserves the right to release all space held. Please submit these deposits in the form of certified check, money order, wire transfer or credit card no later than the dates specified. Please be advised that the hotel will accept advance deposits in the form of authorization letters for American Express and Dinners Club cards only. All other credit cards must be presented in person to be utilized for this purpose. Incidentals charges (i.e. phone, internet, refreshment center, food & beverage, valet, parking) are the responsibility of the individual traveler unless they are guaranteed to the group master account. The individual traveler must present a method of payment at time of check in to a Front Desk Guest Service Agent. Incidental services will not be made available to those individuals until a valid method of payment is presented.

- 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 thirty 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, 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 **Thursday , February 23, 2017**. 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.

- ROOMING LIST:** 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. You certify that you have obtained consent from each of your Attendees for the Hotel to provide to you and/or your representative(s) such Attendee's reservation information and agree to reimburse Hotel for any costs, damages, fees or expenses of any kind arising from any claim(s) by an Attendee relating to the Hotel's disclosure of reservation information.
- INDIVIDUAL CANCELLATION:** Cancellation of any individual reservation must be received three (3) business days prior to arrival or one night room and tax charges will prevail.
- CHECK-IN/OUT TIME:** Our check-in time is 3:00 PM; check-out time is 12:00 PM. All guests arriving before 3:00 PM will be accommodated as rooms become available. Our bell staff can arrange to check baggage for those arriving early when rooms are unavailable and for guest attending functions on departure day
- EARLY DEPARTURE FEE:** In the event a guest who has requested a room within your block checks out prior to the guest's reserved checkout date, the hotel will add an early checkout fee to that guest's individual account. Guest wishing to avoid an early checkout fee should advise The Hampton Inn Times Square North 24 hours prior to check-in of any change in planned length of stay. Guest wishing to avoid an early checkout fee should advise The Hampton Inn Times Square North will inform members of your group of this potential charge upon check-in and request that you also inform your attendees of this obligation. Guest wishing to avoid an early checkout fee should advise The Hampton Inn Times Square North will deduct any collected Early Departure fees from the amount you may owe as performance damages
- BAGGAGE HANDLING:** In the event of a group arrival and/or departure, there is a baggage handling fee of \$6.00 per bag, round-trip for each guest's first bag, \$3.00 each additional bag, \$12.00 limit per person. Subject to change without notice.
- 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 Group agrees to comply with all applicable federal, state and local laws, including health and safety codes and federal anti-terrorism laws and regulations including all provisions of the Patriot Act and regulations of the U.S. Department of Homeland Security and the Office of Foreign Assets Control and the provisions of 29 CFR part 470. Group agrees to cooperate with Hotel and any relevant governmental authority to ensure compliance with such laws.
- INDEMNIFICATION & INSURANCE:** To the extent permitted by law, you agree to protect, indemnify, defend and hold harmless the Hotel, Hilton Hotels Corporation, and the owner of the Hotel and their respective employees and agents 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 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. 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, Hilton Hotels Corporation and the owner as an additional insured for your event.

16. **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 compliance with our public accommodation requirements under the Americans With Disabilities Act. You agree that one week in advance 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. When your attendees make room reservations, please ask them to notify us of their auxiliary aid needs so that we may notify you as to the names of businesses with which you may contract to obtain those aids.
17. **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 family of Hotel brands.
18. **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

that makes it illegal or impossible for the hotel to hold the event.

19. **ARBITRATION:** The parties agree that any dispute in any way arising out of or relating to this contract, other than disputes involving patents, trademarks, trade dress, copyrights, trade secrets, false advertising, false representation, unfair competition and/or infringement of intellectual property rights, will be resolved by arbitration before JAMS/ENDISPUTE® or the American Arbitration Association, pursuant to the organization's rules in the state and city in which the hotel is located and pursuant to that State's law as the governing law. The parties agree that 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.
20. **OPTION DATE:** All arrangements have been reserved with an option date of **Friday, September 16, 2016**. Without your signed confirmation of these arrangements, availability of rooms & the preferred rates cannot be guaranteed after this date. Any space held tentatively past the option date above without a signed agreement may be released at the sold option of the Hotel.

Dated: \_\_\_\_\_ By: \_\_\_\_\_

Bruce Colby, Associate  
Superintendent of Business Services

For: Davis Joint Unified School District

Dated: \_\_\_\_\_ By: \_\_\_\_\_

Scarlet Vasquez, Sales Manager

For: Hampton Inn – Times Square – New York City

Dated: \_\_\_\_\_ By: \_\_\_\_\_

Adi Sidhwa, Regional Vice President of Sales & Marketing

For: Hampton Inn – Times Square – New York City

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