

CONTRACT NAME: AGREEMENT BETWEEN HARBOUR TOWERS HOTEL & SUITES AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: Harbour Towers Hotel & Suites will provide accommodations for the Davis Senior High School band from May 19, 2017 through May 23, 2017 for its spring tour in Victoria, British Columbia.

Students will perform on the steps of the Parliament Building and at other venues throughout the Victoria Day festivities weekend.

The cost of the accommodations is approximately \$30,000 is being paid by donations.



| | | | |
|-------------------------------|-------------------------------|--------------------------|----------------|
| Client Name: | Davis Senior High School | | |
| Client Contact: | Mr. Tom Slabaugh | | |
| Address: | 315 W. 14th Street | | |
| City, Province, Postal | Davis, CA, 95616 | | |
| Telephone: | School: 530-757-5400 | | |
| Email: | | | |
| Function Name: | Davis Senior High School Band | | |
| Sales Manager: | Hazel Thalakkat | Catering Manager: | Sandra Wilburn |
| Arrival: | 05/19/2017 | Departure: | 05/23/2017 |

Thank you for selecting Harbour Towers Hotel & Suites, your business is important to us. Should you have any questions regarding the following information please contact **Hazel Thalakkat** at 250 480 6566

This agreement (the "Agreement") is dated 9/9/2016 between:

Harbour Towers Limited Partnership ("we", "us", "our", "Hotel")

And

Davis Senior High School ("you", "your", or "Client")
 315 W. 14th Street
 Davis, CA 95616

The Hotel agrees to hold the space listed below on a tentative basis until **09/25/2016**. If the Hotel and the Client do not have a fully executed Agreement by **09/25/2016** the Hotel may release the space for sale to the public.

GUESTROOM BLOCK, RATES & SPECIAL AGREEMENTS

| Room Type | 2017 Rate | 05/19 Friday | 05/20 Saturday | 05/21 Sunday | 05/22 Monday |
|------------------------------------|-----------|--------------|----------------|--------------|--------------|
| Standard Room 1 or 2 Beds Res View | \$180 | 33 | 33 | 33 | 33 |
| King 1 Bed Suite Res View | \$210 | 0 | 0 | 0 | 0 |
| Total | | 33 | 33 | 33 | 33 |

- All rates are net, non-commissionable, in Canadian Funds, subject to 1% DMF, 5% GST and 10% PST, and are subject to change without notice.
- Rate includes Full Hot Breakfast
- Underground/covered parking is \$15.00 per day, per vehicle, subject to space availability.
- Rates provided are based up to maximum quad occupancy.
- We have a limited number of cots available, and they must be requested in advance. The nightly rate for a cot is \$25.00 + taxes.

PRE AND POST DATES

The Hotel will extend the above Client rates three days before and three days after the contracted dates, subject to guestroom availability.

COMPLIMENTARY FOR REGISTERED GUESTS

- Wi-Fi High speed internet access
- Local calls & 1-800 access
- Use of our Fitness Centre and Business Centre
- In-room coffee, tea, iron/ironing board

RESERVATION METHOD

Rooming List:

It is our understanding that room reservations will be made by rooming list. We require the rooming list thirty (30) days prior to your arrival.

For reservations made by rooming list, please provide the following information:

*Full name of attendee and any person sharing the room.

*Arrival and departure date.

*Room type requested.

*How room will be paid for – ie. On own or to master bill charged to the Client's account (the 'Master Account'). If individual is guaranteeing their own room, please provide their credit card number with expiry date, otherwise it will be guaranteed to the master bill. **Due to our privacy policies, we cannot accept credit cards by email as this is not a secure means of sending confidential information. Please fax credit card information to our confidential fax number 250-480-6553.** If the room is to be paid for by the Master Account, please indicate if the master bill will cover incidentals as well, or room and tax only.

RESERVATION CANCELLATION

All individual guestroom cancellations must be received by our Reservations Department 48 hours prior to arrival. Failure to cancel a guaranteed reservation by 48 hours prior to arrival, or failure to occupy the room will result in a charge of one night's room and tax applied to the Master Account.

RELEASE DATE

The guestroom block will be held until 04/19/2017. After this date any remaining guestrooms in your block will revert back to the Hotel for general sale, however Attrition Fees may apply should the guest room pickup fall below guarantee numbers provided by you. Reservations received after this date will be accepted on a space and rate available basis. If the Client rate is not available after this date, the prevailing rates will apply for any reservations confirmed.

RESERVATION GUARANTEE

The Client will guarantee all rooms for late arrival if the method of reservation is a rooming list. Failure to cancel a guaranteed reservation by 48 hours prior to arrival, or failure to occupy the room will result in a charge of one night's room and tax applied to the Master Account. For individuals making their own reservations, a credit card is required to guarantee a reservation and must be provided at the time of check-in.

CHECK IN/CHECK OUT

The Hotel's check in time is 4:00pm, and check out is by 11:00am. Guests arriving prior to 4:00pm will be accommodated as rooms become available.

A credit card will be required at time of check-in for all guests registering. The credit card will be pre-authorized for incidentals at \$50.00/day in addition to the room & tax charges of the entire stay.

*If Room & Tax will be applied to the Master Bill, then only a pre-authorization of \$50.00/day will be charged for incidentals, per guest.

METHOD OF PAYMENT

PLEASE CHECK THE APPROPRIATE OPTION FOR PAYMENT:

_____ Room, tax and incidentals to be paid by the individual, and catering/meeting room rental paid for by The Client.

_____ Room, tax, catering/meeting room rental paid for by The Client and incidentals paid for by the individual.

_____ All charges to be paid for by The Client.

PLEASE CHECK THE APPROPRIATE OPTION:

_____ If paying by cheque, the initial deposit of 20% (\$6,123.20) is due at time of booking, followed by advance payment equal to 60% of the estimated charges (less the initial deposit) thirty (30) days prior to the start of the event with the remaining final estimated charges due 3 business days prior to your event

(mailed or delivered to Harbour Towers Ltd. 345 Quebec Street, Victoria, BC, V8V 1W4). A credit card is required for any remaining incidental charges.

_____ If paying by credit card, the initial deposit of 20% (\$6,123.20) is due at time of booking, followed by advance payment equal to 60% of the estimated charges (less the initial deposit) thirty (30) days prior to the start of the event with the remaining final estimated charges pre-authorized 3 business days prior to your event. The Hotel's **Credit Card Authorization Form** must be filled out & submitted in order to guarantee the booking. **Due to our privacy policies, we cannot accept credit cards by email as this is not a secure means of sending confidential information. Please fax credit card information to our confidential fax number 250-480-6553.**

LATE PAYMENT CHARGES

Late payment charges will apply to balances outstanding more than 30 days. Interest of 1.5% per month will be charged on all balances outstanding over 30 days.

CLIENT FUNCTION ARRANGEMENTS

| DAY | DATE | START | END | FUNCTION | ROOM | SETUP | AGR | RENTAL |
|------------|-------------|--------------|------------|------------------|-----------------------|--------------|------------|--|
| Sat | 5/20/17 | 07:30 AM | 08:30 AM | Breakfast Buffet | TBC | Rounds of 10 | 130 | |
| Sun | 5/21/17 | 07:30 AM | 08:30 AM | Breakfast Buffet | TBC | Rounds of 10 | 130 | |
| Mon | 5/22/17 | 07:30 AM | 08:30 AM | Breakfast Buffet | TBC | Rounds of 10 | 130 | |
| | 5/22/17 | 06:00 PM | 10:00 PM | Dinner Buffet | West Harbour Ballroom | Rounds of 10 | 130 | Complimentary based on Min \$2500 in F & B |
| Tue | 5/23/17 | 07:30 AM | 08:30 AM | Breakfast Buffet | TBC | Rounds of 10 | 130 | |

CONFERENCE FACILITY RENTAL CHARGES AND AGREEMENTS

Based on guestroom and food & beverage requirements indicated, the meeting room rental is **Complimentary**. This is a discount of \$ 1,500. Additional meeting rooms requested are subject to rental fees.

The above function space has been priced and reserved based upon your expected guest rooms and food & beverage requirements. Based on the space being held for you, the Hotel is requiring a guaranteed minimum of **\$2,500** in food and beverage revenue (before gratuity and tax). Should your event not meet this amount, the difference will be applied as meeting room rental.

FOOD AND BEVERAGE POLICIES

The Hotel agrees to provide adequate and appropriate space for your event(s). We reserve the right to change and assign meeting rooms based on the needs of the function.

In the event of a meeting room cancellation, or you experience a drop of attendance, please notify the Catering Department no later than thirty (30) days prior to your conference. The Hotel reserves the right to provide alternate function space if changes in attendance, set up requirements or time changes occur. The Hotel reserves the right to renegotiate meeting room charges if there is a significant drop (20% or more) in your attendance or planned food and beverage functions.

The Hotel's Catering Department must be notified of the guaranteed attendance no later than 12:00 noon, three business days prior to the scheduled function. We will agree to set 5% over the guaranteed attendance for banquets. Guarantees are not subject to reduction and charges will be made based on the guaranteed attendance provided by you.

Due to licensing requirements and quality control standards, all food and beverage to be served on the Hotel property must be supplied and prepared by the Hotel.

Menu prices will be confirmed three (3) months prior to the scheduled function.

Food and Beverage prices are subject to a 15% service charge and 5% GST. All Audiovisual Equipment will also be subject to a 15% service charge and a 5% GST, and 7% PST (subject to change without notice).

SET UP CHANGES

Please contact the Hotel's Catering Department for any additional set up requirements at least 14 days prior to your event. The Hotel reserves the right to charge a service fee for room set up changes occurring within 72 hours which require additional labour not agreed to in the set up as outlined above will be subject to an hourly rate of \$25.00 per hour per associate plus applicable taxes based on the amount of labour required.

CLIENT CANCELLATION

The parties agree that the following schedule represents a reasonable effort on behalf of the Hotel to establish our actual damages to be paid by the Client for cancellation of this Agreement to the Hotel, which shall be due and payable upon receipt.

| Number of Months prior to Arrival | Cancellation Fee |
|--|-------------------------|
| 6 - 12 (180 days or more) | Initial Deposit |
| 3 - 6 (90 days or more) | 50% of Gross Revenue * |
| Less than 3 (less than 90 days) | 75% of Gross Revenue * |
| Less than 30 days | 100% of Gross Revenue * |

* Gross Revenue is equal to anticipated revenue derived from guestrooms, food and beverage, meeting room and ancillary enterprises if the event was held as scheduled.

- Should the Hotel be able to re-book space or guest rooms held to another client, the cancellation fee would be refunded.

TERMINATION FOR CAUSE

This Agreement is subject to termination for cause without liability to the terminating party under any of the following conditions:

1. Impossibility of performance: This Agreement will terminate without liability to either party if substantial performance of either party's obligation is prevented by an unforeseeable cause beyond that party's control. Such causes include, but are not limited to, acts of God, fire, flood, explosion, war, civil disorder, terrorism, health pandemic where the local health authority has issued facility closures and quarantine alerts, curtailment of transportation facilities or services necessary in order to hold the meeting; strike lockout or work stoppage or other restraint of labour.
1. In the event that either party shall make a voluntary or involuntary assignment for the benefit of creditors or enter into bankruptcy proceedings, become insolvent or subject to foreclosure, the other party shall have the right to terminate this Agreement without liability upon written notice to the other.

HOTEL CONDITION

We acknowledge that this Agreement is being entered into based on the Hotel's facilities or agreed upon function space and amenities to be utilized pursuant to this Agreement, and our commitment with respect to accommodations and services to be made available to program participants.

The Client acknowledges that the Hotel has the right to undertake any capital work in the Hotel and such work shall not be deemed a breach of this Agreement by the Hotel. Should any such work have a substantial and material impact on the Client's program operation, both parties agree to meet and discuss in good faith the renovation and its impact, if any, to the Client. After such discussion, either party will have the right to terminate this Agreement, without damages or penalties. If the Agreement is terminated pursuant to this provision, Hotel Condition, then the Client will receive a full refund of all deposits made prior to date of termination.

ATTRITION

The Hotel has taken the guest rooms and meeting space out of our available inventory as outlined herein. The parties acknowledge that should the Hotel not realize the guaranteed attendance to be provided by you, it would be difficult to determine the Hotel's actual loss.

Accordingly, the parties agree that the following attrition scale will apply, that it represents a reasonable effort on behalf of the Hotel to establish its loss and that it shall represent liquidated damages (the Attrition Fees").

The Attrition Fees will be added to and payable as part of the preferred method of payment chosen in this Agreement.

Rooms Attrition

A minimum of 80% of the room block indicated herein must be actualized (i.e. occupied and paid for by the Client or its guests) Should the room nights occupied fall below 80% of the total room nights blocked, the Client will be responsible for the Attrition Fees equal to the revenue difference between the actual rooms and the minimum 80% guarantee plus applicable taxes.

The Hotel will make reasonable efforts to mitigate damages and will try to re-sell the rooms. Should the Hotel reach 100% occupancy on the peak night of the event dates outlined herein, the above noted Attritions Fees will be waived.

Catering Attrition

The Client agrees to provide a minimum of \$2,500 in event revenue, net of all taxes. If the Client's event revenue falls below this amount, then the Client will be responsible for paying the difference to the Hotel.

ASSIGNMENT

This Agreement may not be assigned by the Client without the prior written consent of the Hotel.

INSURANCE

You agree to carry, and upon demand to provide evidence of, reasonably sufficient insurance coverage for any loss or damage to your contents and belongings, any personal injury, and for any liabilities arising out of or resulting from the use of the Hotel space and facilities by you or your representatives, and from your obligations pursuant to this Agreement, including but not limited to, comprehensive general liability insurance in an amount of not less than \$2,000,000.00 per occurrence.

INDEMNIFICATION

The Hotel and the Client each agree to defend, indemnify and hold harmless the other party and their respective agents, employees, directors and officers from and against all claims, actions or causes of action, liabilities, damages, costs, and expenses including attorneys' fees and costs arising from the defense of any claim, action, cause of action or liabilities arising out of or resulting from any act taken or committed by the Hotel or the Client pursuant to the performance of each party's obligations hereunder, except for the willful misconduct or gross negligence of the other party.

This Agreement will ensure to the benefit of and be binding upon the parties hereto, and their respective heirs, executors, personal representatives, successors and permitted assigns. This Agreement, together with the schedule of events, all terms and conditions set out herein, any addendum, and the Hotel policies and procedures, constitute the entire agreement between the parties.

Davis Senior High School

Harbour Towers Hotel & Suites

By the Client's Authorized Representative

By the Hotel's Authorized Representative

Signature

Signature

Mr. Bruce Colby

Name (Please Print)

Hazel Thalakkat

Name

District Administrator

Title

Sales Manager

Title

Date

Date