

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

BRIEF DESCRIPTION OF CONTRACT: Embassy Suites Hotels Seattle North/Lynnwood will provide accommodations for the Davis Senior High School band from May 17, 2017 through May 18, 2017 for its spring tour in Washington and British Columbia.

Students will participate in a clinic and perform at the University of Washington before going to British Columbia for the remainder of the tour.

The cost of the accommodations is approximately \$2,700 is being paid by donations.



EMBASSY SUITES
HOTELS®

LETTER OF AGREEMENT BETWEEN Davis Senior High School
AND EMBASSY SUITES SEATTLE NORTH/LYNNWOOD

Tom Slabaugh
Davis Senior High School Band
315 W 14th St
Davis, CA 95616
530-757-5400

Stephanye Smith
Embassy Suites Seattle
North/Lynnwood
20610 44th Ave W
Lynnwood, WA 98036

Phone: 425-582-4243
Fax: 425-774-0485

Stephanye.smith@hilton.
com

RE: Davis Senior High School Band
MEETING DATES: 05/17/2017 - 05/19/2017

Group Code: 395013
Group Type: SMERF/EDUCATION

Davis Senior High School Band ("Group") and Embassy Suites Seattle North/Lynnwood ("Hotel") agree as follows:

These arrangements will be a definite commitment if this agreement is signed by both parties by 10/6/2016.

Between now and 10/6/2016, unless both parties have agreed upon and fully executed this agreement, should another organization request the dates and be in a position to confirm immediately, we will advise you and you will have three (3) business days to confirm on a definite basis.

If this agreement is not mutually executed by 10/6/2016, the room block may be automatically released.

GUEST ROOM ACCOMMODATIONS

This contract applies to the following block of rooms:

TOTAL GUEST ROOM NIGHT COMMITMENT:

Below rates are based on double occupancy. A rate of \$15.00 will apply per additional occupant 18 years and older.

ROOM TYPE	RATE	05/17/2017	05/18/2017
		Wednesday	Thursday
Double Non Smoking	\$129.00	1	25
Total Room Block		1	25

ROOM LIST DATE

A room list indicating guest name, arrival and departure dates must be received no later than 04/17/2017 to ensure availability as outlined in the room block.

Initial_____

EARLY DEPARTURE FEE

Changes in your date of departure AFTER check-in will result in an Early Departure fee and/or the room rate is subject to change as discounts may have been offered because of the longer stay pattern originally proposed.

CREDIT CARD PAYMENT

Subject to the terms and conditions of this Agreement, Hotel will accept Credit Card payments for all Transactions. Hotel shall honor valid Credit Cards properly tendered for use. For purposes of this contract, "Credit Card" means a credit card issued pursuant to the rules and regulations (the "Rules") of American Express, Diners Club International, Discover Card, JCB, MasterCard VISA, or any "Credit Card" for which Hotel provides processing. Upon execution of this contract, if consideration is offered by credit card, the undersigned host agrees that the credit card may be charged for any charges associated with this event, including cancellation. Once a charge for full or partial payment towards an event is processed via credit card, we are unable to refund the credit card at a later date and accept alternate payment.

ROOM & RELATED CHARGES

The Group will accept responsibility for [guest room, tax, food and beverage functions] and all authorized service charges for all of its attendees. All other charges will be the responsibility of the attendee.

A rooming list will be provided
All charges to master credit card on file

ATTRITION AND CANCELLATION POLICIES

The parties agree that the event which is the subject of this Contract will generate revenue for Hotel from a variety of sources, including guest rooms, food and beverage events, and other charges for additional services (including, incidental charges for food and beverage and other hotel amenities) that would be incurred by individual guests and by Davis Senior High School Band. In the event that Davis Senior High School Band does not fulfill all of its commitments or cancels in its entirety this Contract, Hotel will suffer damages that will be difficult to determine. The parties agree that the Attrition and Cancellation clauses provide for liquidated damages that have been specifically agreed upon by the parties as a reasonable estimate of the Hotel's losses and do not constitute a penalty of any kind.

GUEST ROOM ATTRITION

Hotel is relying on Davis Senior High School Band to use "26" Total Room Nights agreed upon in the Guest Room Commitment. Davis Senior High School Band agrees that a loss will be incurred by Hotel should there be a reduction greater than 80% in Total Room Nights used.

Financial Responsibility for this program is estimated at:

- 80% of the contracted guestrooms blocked = 21
total guest rooms @ \$129.00 = \$2688.00

All charges are plus applicable taxes and service charges

CLEANING

Reasonable clean up is expected and provided. Exceptional clean up (i.e. carpet damage) will be charged at a minimum fee of \$250.00 at the Hotel's discretion. This will include (but not limited to) damage by candle wax. Permanent damage to the hotel property will be assessed at current replacement cost.

CANCELLATION

The group agrees that should the entire group cancel its event for any reason, including changing its meeting site to another hotel, that the hotel will suffer damages. The closer in time to the date of your event that a cancellation occurs, the less likely it is that the hotel will be able to replace any or all of your business with comparable business. Therefore, the parties agree that the group will pay as liquidated damages to the hotel immediately upon notice of cancellation a percentage of the total revenues anticipated by the hotel for your event from sleeping rooms, food and beverage events set forth in your program and ancillary revenues as follows:

6 Months to 3 Months from date of arrival
90 Days to 30 Days from date of arrival
Within 30 days from date of arrival

50% of Total Estimated Revenue
75% of Total Estimated Revenue
100% of Total Estimated Revenue

Initial_____

In the event that this meeting is canceled prior to the time that specific sleeping room rates are agreed upon, menu prices are established, or exhibit space rates are established, then our current room rates, current menu prices and current exhibit space rates, as set forth herein, will be used in calculating the hotel's anticipated gross revenues. Ancillary revenues will be calculated using the average daily per occupied room ancillary revenue for the same month as the convention from the most recent year available.

The hotel will not consider notice of cancellation valid and will not release accommodations held until payment of the liquidated cancellation damages is received, therefore delay in payment may result in higher damages owed.

FORCE MAJEURE

The performance of this agreement by either party is subject to Acts of God, war, threats of terrorism, government regulation or advisory, disaster, fire, strikes, civil disorder, curtailment of transportation facilities unreasonable delaying attendees from attending, or similar cause beyond the parties making it inadvisable, illegal or impossible to hold the meeting/convention or provide the facility. Either parties may terminate or suspend its obligations under this agreement if such obligations are delayed, prevented or rendered impractical by any of the above events to the extent such events are beyond the reasonable control of the party whose reasonable performance is prevented or rendered impractical.

AMERICANS WITH DISABILITIES ACT

The hotel represents and the group acknowledges that beginning on January 1, 1992, and continuing thereafter in accordance with the compliance dates established or required under Title III of the Americans With Disabilities Act and the regulations promulgated hereunder ("ADA"), the hotel facilities being rented to the group under this Agreement, its guest rooms, common areas and its transportation services will be in compliance with the public accommodation requirements of the ADA.

INDEMNIFICATION

To the extent permitted by law, you agree to protect, indemnify, defend and hold harmless the hotel, Hilton, and the Owner, 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 Hotel.

NOTICE

Any notice required or permitted by the terms of this contract must be in writing. Notice may be sent via facsimile transmission and will be considered effective as of the date and time of the facsimile confirmation of transmission.

RENOVATION/REMODELING

In the event that after this contract is signed, the hotel confirms any plans to remodel or renovate its facilities, the hotel agrees

to inform your group in writing within a reasonable amount of time of the following:

- a. Planned scope of project;
- b. Schedule for commencement and completion;
- c. Anticipated impact project will have on areas to be utilized by your group;
- d. The hotel's plan for minimizing impact of project on group.

The hotel's plan to renovate or remodel will not constitute grounds for termination of this agreement unless mutually agreed upon by both parties.

The parties agree to negotiate in good faith to resolve any concerns raised as a result of renovations or remodeling and to enter into such

amendments of this agreement as may be necessary to reasonably accommodate both parties' interests.

SIGNATURE

This contract, with exhibits attached (if any), constitutes the entire agreement between the parties and may not be amended or changed unless done so in a writing signed by Hotel and Group.

The undersigned represent that they are authorized to sign and enter into this contract.

Notice may be sent via facsimile transmission and will be considered effective as of the date and time of the facsimile confirmation of transmission.

ACCEPTED AND AGREED TO:

Davis Senior High School	Embassy Suites Seattle North/Lynnwood
Signature:	Signature:
Bruce Colby	Stephanye Smith Sales Manager
Date:	Date: