

**CONTRACT NAME: AGREEMENT BETWEEN NEW YORK
MARRIOTT MARQUIS AND DAVIS JOINT UNIFIED SCHOOL
DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: The New York Marriott Marquis will provide accommodations for Davis Senior High School choral students while traveling to New York from February 8, 2017 through February 13, 2017.

Students will work with an Assistant Conductor of the New York Metropolitan Opera, the New York Treble A Cappella Group and performers from various Broadway shows. They will explore various genres of music by attending performances and meeting with performers in Carmen, Wicked and Phantom of the Opera. Students will also have an opportunity to tour Julliard and New York University.

The cost of the accommodations is \$16,000 and is being paid by donations and student fundraising. No student will be excluded due to a lack of sufficient funds.



September 13, 2016

Karen Gardias
Davis High School
315 W. 14th Street
Davis, CA 95616
Phone: (530) 304-4288
Email: kgardias@djusd.net

Reference#: M-7F0UH3P

Dear Karen Gardias ,

Thank you for choosing New York Marriott Marquis, located at 1535 Broadway, New York, NY 10036, (212) 398-1900, to host the Davis Chorale Group Room Block. This letter outlines the requirements we discussed for your event. We are committed to meeting your needs, delighting your guests and providing high quality service and attention to detail during your group's stay.

Rooms Information: The Hotel agrees that it will provide, and Davis Chorale Group Room Block intends to use, 70 room nights in the pattern set forth below:

| Date | Day | Standard | Total Rooms |
|------------|-----|----------|-------------|
| 02/08/2017 | Wed | 14 | 14 |
| 02/09/2017 | Thu | 14 | 14 |
| 02/10/2017 | Fri | 14 | 14 |
| 02/11/2017 | Sat | 14 | 14 |
| 02/12/2017 | Sun | 14 | 14 |

| Start Date | End Date | Room Type | Rate |
|------------|------------|-----------|----------|
| 02/08/2017 | 02/12/2017 | Standard | \$200.00 |

Hotel's room rates are subject to applicable state and local taxes (currently 14.75% and \$3.50 occupancy tax per night) in effect at the time of check-out.

The group room rates listed above are net non-commissionable. The Davis Chorale Group Room Block will be responsible to pay any commissions due to any agency for this event.

Please note that the hotel and the reservations department will not automatically add more rooms to the block if it becomes sold out. Therefore, at any time you can request a list of guests that have booked with your group through your event manager. They can then discuss adding any additional rooms to the block (subject to the discretion/availability of the hotel). Additional rooms at the group rate are not guaranteed and are based on group availability.

The New York Marriott Marquis is pleased to offer the use of our online group reservations system powered by Passkey. A room list is to be provided by the meeting planner or designate, by the cutoff date of **Wednesday, January 11, 2017** in the New York Marriott Marquis room list format for automatic upload into Passkey. The planner will be given access to make, modify or cancel reservations after the first list is uploaded. Reservations must be made on or before the cutoff date of **Wednesday, January 11, 2017** in order to be eligible for the group rate. Reservations made after the cutoff date will be based on availability at then current rates.

Passkey will supply a username and password in order for the planner to access the group's information and reports online 24/7. In addition, we will schedule weekly block and pickup reports to automatically be sent out to the planner.

Please complete the following information of our online group reservations system powered by Passkey:

Group's Primary Contact for Housing:

Name: Karen Gardias

Phone: 530-304-4288

E-Mail: kgardias@djvsd.net

When do you expect to open registration?

Do you have an existing web site for the group event? (i.e.: TheKnot.com)

URL:

Would you like to link the hotel reservation web site to your existing website? YES or NO

Would you like your hotel web site customized with a Logo you provide: YES or NO

*Please email your Sales Representative the Logo

Please provide a customized URL:

(No Spaces or Symbols) (i.e.: SallyandJimWedding, ABCSpringConference, UniCoSpringTrip)

All reservations must be guaranteed with a major credit card or by Davis High School. The Hotel will not hold any reservations unless secured by credit card.

Reservations for all guests must be received on or before **Wednesday, January 11, 2017, (the "Cutoff Date")**. After the Cutoff Date, the hotel will release any unreserved rooms for general sale and, in the hotel's discretion, will accept reservations at Davis Chorale Group Room Block's group rate, on a space and rate available basis.

If for any reason you no longer need the block of rooms, please let us know as soon as possible, and we will be happy to cancel the room block, without charge to the group. The cancellation policy applicable to individually made reservations will continue to apply.

The Davis Chorale Group Room Block agrees that neither the Group nor attendees of the Event shall be authorized to resell room reservations made pursuant to this letter.

The following billing arrangements apply to guest rooms: **Room and tax charges to Master Account.**

Unless paid in cash, money order, or other guaranteed form of payment, all charges for the Event must be paid by credit card or company check, in which case a credit card authorization is required. The Davis Chorale Group Room Block shall provide hotel with credit card authorization information. A Credit Card Information Request e-mail will be sent to the e-mail address provided by Davis Chorale Group Room Block. The Davis Chorale Group Room Block agrees that the Hotel may charge to this credit card any payment as required under this Letter of Intent.

All functions choosing to pay with a credit card for an event or group room block will be charged 100% of their estimated revenue, which will be determined by the event manager. Full payment will occur fourteen (14) days prior to the event.

This letter is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and Davis High School agree to cooperate with each other to ensure compliance with such laws.

In the event of dispute resolution, the non-prevailing party will pay the other's costs and attorney's fees.

Davis High School hereby acknowledges that this Event is not being held in conjunction or affiliation with any other program held at the Hotel over the Event Dates. Davis High School attendees will not be attending any other program currently being held at the Hotel or in the City. If the Hotel determines that another such program exists, Hotel reserves the right to cancel or amend pricing/terms in this Agreement.

Compliance with Equal Opportunity Laws: This section does not apply to customers that are not part of the U.S. federal government. This section describes the Hotel's obligations as a federal contractor.

Hotel shall comply with all applicable laws, statutes, rules, ordinances, codes, orders and regulations of all federal, state, local and other governmental and regulatory authorities and of all insurance bodies applicable to the Hotel premises in performing its obligations under this Agreement.

Hotel (referred to as "contractor" in this section) shall comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act, as amended, which are administered by the United States Department of Labor ("DOL"), Office of Federal Contract Compliance Programs ("OFCCP"). The equal employment opportunity clauses of the implementing regulations, including but not limited to 41 C.F.R. §§ 60.1-4, 60-300.5(a), and 60-741.5(a), are hereby incorporated by reference, with all relevant rules, regulations and orders pertaining thereto. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity national origin, protected veteran status or disability.**

Hotel also shall comply with Executive Order 13496 and with all relevant rules, regulations and orders pertaining thereto, to the extent applicable. The employee notice clause and all other provisions of 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference.

To the extent applicable, Hotel shall include the provisions of this section in every subcontract or purchase order so that such provisions shall be binding upon each contractor, subcontractor or vendor performing services or providing materials relating to this Agreement and the services provided pursuant to the terms hereof.

Marriott Rewards: Approximately (10) business days after the conclusion of the Event (provided that the Event is not cancelled and Davis High School has otherwise complied with the material terms and conditions of this Agreement), the Hotel will either award Points or submit an award for airline miles to the Member(s) identified below:

The Rewarding Events program is only available to qualified Marriott Rewards Program members. Rewarding Events is not available in certain circumstances, including (1) for any government employee or official booking a government event (U.S. government event or non-U.S. government event); (2) for any employee of a state-owned or state-controlled entity ("SOE") booking an event on behalf of the SOE; or (3) for any other planner or intermediary when booking an event on behalf of a non-U.S. governmental entity or non-U.S. SOE.

In addition, Rewarding Events is available only if Davis High School's own policies permit the Member identified below to receive Rewarding Events points or airline miles for the Event.

The number of Points or airline miles to be awarded shall be determined pursuant to the Rewards Program Terms and Conditions, as in effect at the time of award. The Rewards Program Terms and Conditions are available on-line at marriottrewards.com, and may be changed at the sole discretion of the Rewards Program at any time and without notice.

The Member identified below to receive either Points or airline miles may not be changed without such Member's prior written consent. By inserting the airline mileage account information, the Member elects to receive airline miles rather than Points. All Rewards Program Terms and Conditions apply.

GROUP MUST CHECK ONE OPTION BELOW:

☐ The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) certifies that she/he is qualified to participate in the Rewarding Events program for the Event.

Member Name _____
Marriott Rewards Program Member Number _____

*If airline miles are desired instead of Rewarding Events Points, please also provide:

Frequent flier airline miles account number _____
Airline Name _____

OR

☐ The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) declines or is not qualified to receive Rewarding Events Points or airline miles, and hereby waives the right to receive an award of Points or airline miles in connection with the Event.

*Electronic selection – This may be done in Microsoft Word by double-clicking on the above unfilled box, choosing a blackened box, and then clicking "Insert." Alternatively, one can use the commands "Insert" and "Symbol," choose the blackened box, and then click "Insert."

Confirmation: Please confirm that this letter correctly reflects your needs and your intent to hold the Event by providing your signature below. Your confirmation must be received by **Thursday, September 15, 2016**. It will be left to Hotel's discretion, based on room and rate availability, to accept this business after such date.

The Hotel's Event Manager will contact you shortly to discuss the details of your Group's stay. However, in the meantime, if you have any questions, please feel free to give me a call.

Electronic Signature: In accordance with federal law, the parties may execute this Letter of Intent electronically – equaling to the same degree as a handwritten signature – by using the following process to create an electronic symbol signifying intent. The party must fill in the name, title, and date below, and insert a blackened box ("■") at the end of the line marked "Electronic Signature" (*Replace Empty Box with Blackened Box*).

SIGNATURE

Name: (Print) _____

Signature: (Sign) _____

Title: (Print) _____

Date: (Print) _____

Electronic Signature

(*Replace Empty Box with Blackened Box Here*): ☐

*This may be done in Microsoft Word using the commands "Insert" and "Symbol," choose the blackened box, and then click "Insert."

Sincerely,

Jordan Rich
Sales Manager
Phone: 781-350-1489
Fax: 781-350-1635
Email: Jordan.Rich@Marriott.com



HOTEL POLICIES

Rates below are subject to change

BAGGAGE HANDLING/PORTERAGE FOR GROUP ARRIVALS OF 10 OR MORE ROOMS

Currently, portage gratuities are \$9.42 per bag, round trip, which is distributed in its entirety to Bell staff. This charge is mandatory for all "group arrivals." A group arrival is the simultaneous arrival of ten (10) or more guests arriving via bus, van, etc., with the same group. These charges will be charged to either the main group master account, or the master account of the "sub-group" or "affiliated group" that is arriving. An itinerary outlining all group arrivals must be provided to the hotel at least two (2) weeks prior to arrival, and must outline who will be responsible for the portage charge. All portage gratuities are in effect through June 30, 2017. On July 1, an increase of 4% per year will be applied, compounded annually, in perpetuity.

METHOD OF PAYMENT – IF PAYING BY CREDIT CARD

Unless paid in cash, money order, or other guaranteed form of payment, all charges for the Event must be paid by credit card or company check, in which case a credit card authorization is required.

Prior to the execution of this agreement Davis High School shall provide hotel with credit card authorization information. A Credit Card Information Request e-mail will be sent to the e-mail address provided by Davis High School.

The credit card on file will be charged in full for the estimated total 14 days prior to the group's arrival. If the estimated total is not known, then the amount will be based on contractual minimums.

OUTSIDE AUDIOVISUAL SERVICE CHARGE

In the event that you choose to use an outside audiovisual company to supply equipment for ballroom space, the hotel will levy a surcharge of \$2,500 per day. Additionally, a cleaning fee may apply if your contractor does not remove unwanted tape, boxes, and other waste.

FOOD, BEVERAGE AND RENTAL SERVICE CHARGE & TAXES

All meeting room, food, beverage and related items are currently subject to a 24% service charge. Currently, an 8.875% New York State sales tax applies to all charges. 15.5% of the meeting room, food and related items total will be distributed to servers assigned to the event. 8.5% of the meeting room, food and related items total will be distributed for administrative or other costs. 16% of the beverage total will be distributed, 11.38% to servers and 4.64% to the bartenders assigned to the event. 8% of the beverage total will be for administrative or other costs. When there are a la carte sales, 22% of the beverage total will be distributed, 17% to servers and 5% to the bartenders assigned to the event.

Please note there is a labor fee of \$250.00 for plated meal, \$5.00 per person for buffet meal functions of 25 guests or less. Plated Meals are priced for a seating of Rounds of 10. Additional service charges will apply for any seating with less than 10 people on a round table.

NO OTHER CHARGES ON THIS CONTRACT ARE PURPORTED OR INTENDED TO BE A GRATUITY FOR THE SERVICE STAFF AND NO OTHER CHARGES WILL BE DISTRIBUTED TO THE SERVICE STAFF AS A GRATUITY.

SMOKING POLICY

Achieving a smoke-free environment is in keeping with the New York Marriott Marquis' focus on being environmentally friendly. In an effort to provide every guest with a comfortable, clean, fresh and healthy accommodation the Hotel has enforced a no-smoking policy in all guestrooms and public areas of the hotel. Violators of this policy may be fined up to \$250.00. Davis High School is responsible for advising each of its attendees of this policy prior to the start of the Event. Hotel will advise guests of this policy on printed materials, Hotel's website, at time of booking room reservation and at check-in.

PARKING

OVERNIGHT PARKING – REGISTERD GUESTS

24 Hours Maximum

Cars - \$65.00

SUV: Explorers, Mini-Vans, etc. - \$75.00

Oversized: F150's, Yukons, Suburbans, etc. - \$90.00

TRANSIENT PARKING (Hourly)

12 Hours Maximum

0 – 3 hours: Cars =\$40 Oversized =\$50 Supersized=\$60

3 – 12 hours: Cars =\$53 Oversized=\$63 Supersized = \$78

In & Out privileges are an additional \$10

No Vans, Limousines or Motorcycles

All Transients Over 12 Hours Fall Under Overnight Rates

18.375% N.Y.C. Parking Tax included

COAT CHECK

Coat check is mandatory for any groups with more than (100) guests.

Please note there are (2) options for a coat check:

HOSTED

Groups of 1-100 that would like a coat check, there is a flat fee of \$400.00 (no set-up fee required).

Groups of 101 or more guests are \$4.00 per person based on final guarantee.

*Please note: the final guarantee is based on the group's total guests less the number of rooms in house the previous night. This is only applicable when the guests are staying in house more than 1 night and/or their event is more than 1 day.

*Please note: for groups 100 or less that opt to not have a coat check, only (1) small coat rack per event will be permitted, as hotel has a limited supply.

CASH

Clients have their guests pay for their own coat check at \$4.00 per item. If less than 100 items are collected, the client will be charged a set-up fee of currently \$250.00.

ELECTRICAL

Please note that any equipment which requires an electrical outlet or power will be subject to additional charges based on the Marriot Marquis current pricing structure.

PACKAGE RECEIVING, STORING & DELIVERING

On property package handling and Business Center services are currently managed by FedEx. A schedule of handling and storage fees can be obtained from the hotel upon request (or by going to the website www.fedex.com/conventions and looking at our property for specifics). Prior to shipping boxes for your event and giving shipping directions to any exhibitors/vendors associated with your event, please contact your Event Manager for specific instructions.

IN ROOM DELIVERY CHARGE

Gifts or letter envelopes for in-house guest may be delivered to the hotel guest room by a working bell staff. The Guest will be charged per delivery the following rates:

Outside Guest Rooms: \$2.00 per item

Under Guest Door: \$2.25 per item

Inside Guest Room: \$2.75 per item

Bulk Items: \$3.50 per item

Additional Bulk Items \$0.50 per item

Set-up/Assembly: \$0.75 per item

SIGNATURE

Davis High School acknowledges and agrees to the above.

Name: (Print)

William Brown

Signature:

[Signature]

Title: (Print)

Principal

Date:

12/19/16