

**CONTRACT NAME: AGREEMENT BETWEEN RENAISSANCE  
NEW YORK TIMES SQUARE HOTEL AND DAVIS JOINT  
UNIFIED SCHOOL DISTRICT**

**BRIEF DESCRIPTION OF CONTRACT:** The Renaissance New York Times Square Hotel will provide accommodations for Davis Senior High School choir students while traveling to New York from March 23, 2017 through March 26, 2017.

Students will have an opportunity to tour the Metropolitan Opera and attend a performance of Aida as well as attend a workshop conducted by an Assistant Conductor for the Metropolitan Opera. They will also attend workshops conducted by Broadway theatre performers and attend the performances of their productions afterwards. Students will tour New York University and attend a workshop with an A cappella group.

The cost of the accommodations is approximately \$22,000 and is being paid by donations and student fundraising. No student will be excluded due to a lack of sufficient funds.

**R**  
**RENAISSANCE®**  
**HOTELS**

September 13, 2016

Karen Gardias  
Davis High School  
315 W. 14<sup>th</sup> St.  
Davis, CA 95616  
Phone: (530) 304-4288  
Email: kgardias@djUSD.net

**Reference#:** M-7F13ZH1

Dear Karen Gardias,

Thank you for choosing **Renaissance New York Times Square Hotel**, located at **Two Times Square, 714 Seventh Avenue at W. 48th Street, New York, NY 10036, (212) 765-7676**, 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, 80 room nights in the pattern set forth below:

Date	Day	Standard	Total Rooms
03/23/2017	Thu	20	20
03/24/2017	Fri	20	20
03/25/2017	Sat	20	20
03/26/2017	Sun	20	20

Start Date	End Date	Room Type	Rate
03/23/2017	03/26/2017	Standard	\$229.00

Hotel room rates are subject to applicable state and local taxes (currently 14.75% and a \$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.

Reservations for the Event will be made by a rooming list in a format provided by the Hotel. Davis Chorale Group Room Block will forward its rooming list by **Wednesday, February 22, 2017, (the "Cutoff Date")**.

**All reservations are subject to Marriott's current cancellation policy.**

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, February 22, 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 three (3) 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](http://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](mailto:Jordan.Rich@Marriott.com)

**R**  
**RENAISSANCE®**  
NEW YORK TIMES SQUARE HOTEL

**Hotel Policies**

**1. In Room Delivery Charge:**

Gift or letter envelopes for in-house guest may be delivered to the hotel room by a working bell staff. The guest will be charged \$2.50 per delivery. For items worth over \$100, the guest will be charged \$6 per amenity. **The Delivery fee is retained by the Hotel for Administrative and other costs, and is not a gratuity for any employee.**

**2. Porterage & Storage Fees:**

Bus Arrival: 2 Bag Minimum charge of \$18.00. All charges will be posted to the Master Account unless otherwise noted.

Scattered Arrival: 1 Bag Maximum charge of \$9.00. All charges will be posted to the Master Account unless otherwise noted.

**Porterage and storage fees are retained by the Hotel for Administrative and other costs are not a gratuity for any employee.**

**3. Parking:**

The cost of parking is \$65 per 24-hours, per vehicle. The cost for oversized vehicles is \$75. The pricing is based per 24-hour period. This price remains the same for both guests staying overnight, and guests coming to the hotel for a meeting. The cost for parking does not include in and out privileges.

**4. Audio Visual Equipment:**

All Audio Visual equipment has a 24-hour cancellation policy. If Audio Visual equipment is not canceled twenty-four (24) hours before event, the guest will incur the full rental cost of Audio Visual equipment ordered. The Hotel is not responsible for overnight Audio Visual equipment unless security has been arranged through a hotel contact. Should the guest contract with an outside vendor for Audio Visual needs, a fee equal to 10% of estimated Audio Visual rental loss will be applied to the master bill up to a maximum of \$5,000.

**5. Room Type Guaranteed:**

Suites and special room type requests are not guaranteed unless contracted on group sales agreement. They are based upon availability.

**SIGNATURE**

Name: (Print) \_\_\_\_\_ Signature: \_\_\_\_\_

Title: (Print) \_\_\_\_\_ Date: \_\_\_\_\_