

CONTRACT NAME: AGREEMENT BETWEEN THE DOMAIN HOTEL AND THE DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: This agreement between The Domain Hotel and DJUSD is for lodging for the Davis High School Baseball team for March 2, 2018.



GROUP SALES AGREEMENT

DESCRIPTION OF GROUP AND EVENT

The following represents the agreement (the "Agreement") between The Domain Hotel (hereinafter referred to as "Hotel"), and «name» (hereinafter referred to as "Group") and outlines specific conditions and services to be provided.

ORGANIZATION: Davis High School

CONTACT: Dan Ariola
Davis High School

530-400-1243
dan.ariola@att.net
dariola@djud.net

NAME OF EVENT: Davis High School (the "Event")

PROGRAM DATES: Friday, 3/2/2018 through 3/3/2018

Group has until 1/31/2018 to return one fully executed copy of the Agreement together with Group's [Choose all that apply – credit card authorization/initial deposit] and thereby avoid having the hotel release its space.

GUESTROOM BLOCK

Hotel agrees that it will remove from inventory, and Group agrees that it will be responsible for, 1 room nights in the pattern set forth below (the "Room Block"): All reservation must be made by 2/20/2018.

Day	Date	2 Queen Beds		Total Rooms
Friday	3/2/2018	18	\$125.00	18

Rates include up to 4 breakfast vouchers per room per night.

GROUP ROOM RATES

Based upon Group's total program requirements as outlined in this Agreement, Hotel confirms the following group rates on a per room per night basis:

All guest room rates are quoted exclusive of applicable state and local taxes and assessments, which, as of the date of this Agreement, is 10.695%. All such taxes and assessments are subject to change without notice.

COMMISSIONS / REBATES

The group room rates listed above are net, non-commissionable.



GUEST ROOM PERFORMANCE POLICY

This group rate is being offered as a courtesy block. Reservations must be made prior to the cut off date listed. All reservations requests after the cut off date are subjected to the current rate at time of booking.

METHOD OF ATTENDEE RESERVATIONS

Group's attendees are responsible for making their own reservations by calling Hotel's Reservations Department at no later than the Cut-Off Date set forth below. Attendees should identify themselves as being part of Group when calling.

GUARANTEED ATTENDEE RESERVATIONS

All attendee reservations must be accompanied by a first night room deposit, or guaranteed with a major credit card of Group. Hotel will not hold any reservations unless secured by one of the above methods. A cancellation less than 72 hours prior to arrival will result in a charge equal to one night's room and tax, and the balance of the cancelled reservation will be considered when calculating any Group attrition charges. Early departures and no-shows will result in the same charge and consequence. If a rooming list is sent by Group, Group will be responsible for no-shows if credit card is invalid or declined.

EARLY DEPARTURE FEE

In the event a guest who has requested a room within the Room Block checks out prior to the guest's reserved checkout date, Hotel will add an early checkout fee to that guest's individual account. Guests wishing to avoid an early checkout fee should advise Hotel at or before check-in of any change in planned length of stay. Hotel will inform Group attendees of this potential charge upon check-in and requests that Group also inform its attendees of this obligation. Hotel will deduct any collected early departure fees from the amount Group may otherwise owe as attrition charges.

CUT-OFF DATE

Reservations by Group and attendees against the Room Block must be received on or before 2/20/2018 (the Cut-Off Date.). At the Cut-Off Date, Hotel will review the reservation pickup for the Event, release the unreserved rooms for general sale, and determine whether or not it can subsequently accept reservations based on a space and rate-available basis at the group rate after this date.

Hotel's release of guest rooms for general sale following the 2/20/2018 does not alter, adjust, or affect Group's obligation with respect to the Room Revenue Commitment.

PARKING

Hotel offers complimentary parking for our overnight guests with 24 hour in/out privileges.

MASTER ACCOUNT

Upon the execution of this Agreement, a "Master Account" will be established for Group. Hotel must be notified in writing at least forty-five (45) days prior to arrival of the onsite authorized signatories and the charges that are to be posted to Group's Master Account. Any cancellation charges or attrition fees will be billed to the Master Account.

BILLING ARRANGEMENTS

The following billing arrangements apply:

_____ Room, tax, and any mandatory guest room fees to Master Account; Individuals pay their own incidental charges



XXX Individuals to pay own room, tax, any mandatory guest room fees and incidental charges

_____All charges to Master Account

_____Other:

METHOD OF PAYMENT

In addition to returning the fully executed Agreement, Group must secure its Event with a credit card guarantee via the attached form (Exhibit B). Group must complete and return its credit card authorization form to Hotel by ____1/26/18_____ in the manner set forth below to guarantee its booking.

HOLD HARMLESS

Group hereby agrees to protect, defend, indemnify and save Hotel, its owners, its operator, Evolution Hospitality, LLC, the licensor/franchisor, and each of their respective parents, subsidiaries, affiliates, employees, officers, directors, and agents harmless against all acts, omissions, claims, losses, injuries, fines, penalties, liabilities and damages (including attorneys fees and costs) to persons or property, arising out of or caused by Group, the Event or the occupancy and/or use of the Hotel premises or any part thereof by Group, its employees, Third-Party Suppliers, contractors, subcontractors, vendors, guests, invitees, agents or representatives, except to the extent caused by the negligence of the Hotel.

Hotel hereby agrees to protect, defend, indemnify and save Group harmless against all acts, omissions, claims, losses, injuries, fines, penalties, liabilities and damages (including attorneys fees and costs) to persons or property, arising out of or caused by the gross negligence of Hotel.

UNATTENDED ITEMS/ADDITIONAL SECURITY

Hotel cannot ensure, and shall in no way be responsible or liable for, the security of items left unattended in function rooms. Special arrangements may be made with Hotel for securing a limited number of valuable items. If Group requires additional security with respect to such items or for any other reason, Hotel will assist with making these arrangements. All security personnel to be utilized during the Event are subject to Hotel's prior approval and shall be retained solely at Group's cost and expense.

LITIGATION EXPENSES

The parties agree that, in the event litigation relating to this Agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorneys' fees.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state where the Hotel is located. If any legal action is necessary to enforce the terms and conditions of this Agreement, the parties agree that the federal or state courts of the city and state where the Hotel is located shall be the sole venue and jurisdiction for the bringing of such action.

ENTIRE AGREEMENT

This Agreement, and the exhibits and schedules and other documents and instruments attached to or referenced herein, contain the entire understanding and agreement between the parties hereto with respect to the matters set forth herein, and all prior and contemporaneous understandings and agreements, whether oral or written, are entirely superseded.

GROUP CONTENT

To the extent Group or its attendees provide any content to Hotel, including brochures, collateral, logos, pictures, videos or music for



any reason, including for use in conjunction with, or distribution during, the Event, Group hereby warrants that it has all rights, permission and licenses necessary to provide such content to Hotel and to display or perform the content used by Group during the Event and agree to indemnify and defend Hotel from any claims or liabilities arising out of Group's or Hotel's use of the content.

PRIVACY

To the extent Group provides Hotel any personal information, including Group's contact information and the contact information of its members and attendees, for any reason, Group hereby represents, warrants and covenants that it has obtained all rights, permissions and authorizations necessary to (i) regardless of the point of collection, provide the information to Hotel and (ii) grant Hotel the right to use or release the information (a) in response to inquiries by Group or (b) in conjunction with Hotel's performance under this Agreement.

PHOTOGRAPHY

Hotel has the right, at its sole cost and expense, to photograph and/or video set-up for the Event. Any and all photographs and videos made or created by Hotel at the Event shall be the property of Hotel, and may be used and published by Hotel in connection with its business and the operation and promotion of the Hotel.

ASSIGNMENT

Neither this Agreement nor any of the rights or benefits granted hereunder may be assigned by Group in whole or in part without Hotel's prior written consent.

IMPOSSIBILITY

Either party may terminate this Agreement without penalty upon written notice in the event acts of God, war, terrorism, strikes, civil unrest, government authority or other emergency makes it impossible or illegal for Hotel to provide its facilities or for Group to hold the Event.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or Group will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

LIMITATION OF LIABILITY

Except for claims of gross negligence or intentional conduct causing death or property or bodily injury, and for claims of amounts owed by Group to Hotel under this Agreement, in no event shall Hotel or Group (but as to Group, only to the extent Group has paid all liquidated damages arising under this Agreement) be liable for any indirect, incidental, special or consequential damages incurred by either party or any third party, whether in an action in contract or tort, even if the other party has been advised of the possibility of such damages. Further, subject to the exceptions set forth herein, in no event shall Hotel's liability hereunder exceed the amount of fees paid by Group under this Agreement. The provisions of this Agreement allocate the risks between the parties and Hotel's pricing reflects this allocation to which the parties have agreed.

WAIVER OF JURY TRIAL

ALL DISPUTES WITH RESPECT TO THIS AGREEMENT SHALL BE TRIED BEFORE A JUDGE IN A COURT OF COMPETENT JURISDICTION WITHOUT A JURY. THE JUDGE IN SUCH COURT OF COMPETENT JURISDICTION SHALL HAVE THE POWER TO GRANT ALL LEGAL AND EQUITABLE REMEDIES. BY EXECUTING THIS AGREEMENT, EACH PARTY HEREBY WAIVES AND COVENANTS NOT TO ASSERT ITS CONSTITUTIONAL RIGHT TO TRIAL BY JURY OF ANY DISPUTES, INCLUDING, BUT NOT LIMITED TO, DISPUTES RELATING TO THE ACTS OR OMISSIONS OF A PARTY HERETO. THIS MUTUAL WAIVER OF JURY TRIAL SHALL BE BINDING UPON THE



RESPECTIVE SUCCESSORS AND ASSIGNS OF SUCH PARTIES AND UPON ALL PERSONS AND ENTITIES ASSERTING RIGHTS OR CLAIMS OR OTHERWISE ACTING ON BEHALF OF A PARTY AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

ACCEPTANCE

This Agreement shall only become a legally binding commitment when accepted and signed by both parties and shall be dated as of the last date set forth below.

Hotel and Group have agreed to and have executed this Agreement by their authorized representatives as of the dates indicated below.

SIGNATURES

Davis High School(the "Event")

Approved and authorized by

Davis High School - Davis High School

Name:	Bruce E. Colby
Title:	Chief Business Officer
Signature:	
Date:	

Approved and authorized by

The Domain Hotel

Name:	Timothy Farr
Title:	Director of Sales
Signature:	
Date:	