

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

**BRIEF DESCRIPTION OF CONTRACT:** This agreement provides lodging for the Davis High School Advanced Treble Choir trip to New York City from February 7, 2019 to February 11, 2019.

**FISCAL IMPACT:** Donations and fundraising fund the expenses of this trip.



September 18, 2018

Karen Gardias  
Davis High School  
315 West 14<sup>th</sup> Street  
Davis, CA 95614  
Phone: (530) 304-4288  
Email: kgardias@djusd.net

**Reference#:** M-DAZOSKI

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 February 2019. 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 High School intends to use, 52 room nights in the pattern set forth below:

Date	Day	Double/Double	Total Rooms
02/07/2019	Thu	13	13
02/08/2019	Fri	13	13
02/09/2019	Sat	13	13
02/10/2019	Sun	13	13

Start Date	End Date	Room Type	Rate
02/07/2019	02/11/2019	Double/Double	\$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. Davis High School will be responsible to pay any commissions due to any agency for this event.

In consideration of the Room Night Commitment and the functions identified on the Function Information Agenda/Event Agenda, Hotel will provide Davis High School with the following special concessions:

1. Complimentary internet access in guest rooms.

#### **METHOD OF RESERVATIONS**

Hotel 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 **Tuesday, January 8, 2019** in the Hotel 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 and/or Hotel will publish a website for attendees to access to manage their modifications or changes themselves. Reservations must be made on or before the cutoff date of **Tuesday, January 8, 2019** in order to be eligible for the group rate. Any reservations made after the Cutoff Date shall be at the Hotel's then current available rate.

Hotel will supply a username and password to provide you with 24/7 online access to your group's information and reports. Reservations for all guests must be received on or before **Tuesday, January 8, 2019, (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 High School'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.

Davis High School 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. 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. Davis High School agrees that the Hotel may charge to this credit card any payment as required under this Letter of Intent.

In the event of reductions in the Room Night Commitment of more than 20%, the Hotel may adjust any concessions previously offered in this Agreement, including those concessions offered on a complimentary basis, and may also adjust the Function Space in direct proportion to the reduction in the Room Night Commitment.

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.

#### **PRIVACY**

Marriott International, Inc. ("Marriott") is committed to complying with obligations applicable to Marriott under applicable privacy and data protection laws, including to the extent applicable EU data protection laws. Hotel shall comply with the then-current Marriott Group Global Privacy Statement (the "Privacy Statement," currently available at <http://www.marriott.com/about/privacy.mi>) with respect to any personal data received under this Agreement.

Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration.

Davis High School will obtain all necessary rights and permissions prior to providing any personal data to Hotel, including all rights and permissions required for Hotel, Hotel affiliates, and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Hotel's privacy statement and applicable law. Notwithstanding any other provision, Hotel may use an individual's own personal data to the extent directed by, consented to or requested by such individual.

**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.

**Loyalty Program – Rewarding Events:** Marriott International, Inc. and its subsidiaries offer travelers a choice of three frequent travel programs (each, a "Loyalty Program"): the Marriott Rewards® Program, The Ritz-Carlton Rewards® Program and the Starwood Preferred Guest® Program. Rewarding Events SM ("Rewarding Events") provides points, miles, or other Loyalty Program currency in certain regional markets to eligible Loyalty Program members who book and hold qualifying groups, meetings, and events at participating hotels.

Approximately ten (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 identified below.

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 SOE. Hotels in the Asia Pacific region are restricted from awarding Rewarding Events points or miles to any intermediary booking an event on behalf of any governmental entity or SOE.

GROUP MUST CHECK ONE OPTION BELOW:

The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) is eligible to receive Rewarding Events points or airline miles

Member Name \_\_\_\_\_  
Loyalty 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 eligible 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.

The number of points or airline miles to be awarded shall be determined pursuant to the Loyalty Program Terms and Conditions, as in effect at the time of award. The Terms and Conditions are available on-line at [members.marriott.com](http://members.marriott.com) and may be changed at the sole discretion of Marriott International, Inc. at any time and without notice.

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

\*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.”

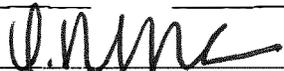
**Confirmation:** Please confirm that this letter correctly reflects your needs and your intent to hold the Event by providing your signature below. Your confirmation must be received by **Friday, September 21, 2018**. It will be left to Hotel's discretion, based on room and rate availability, to accept 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) OMAIRA REYNA

Signature: (Sign) 

Title: (Print) Director of Fiscal Services

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,

Gloria Walser  
Senior Sales Manager  
Phone: 781-350-1551  
Fax: 978-709-3039  
[Gloria.Walser@Marriott.com](mailto:Gloria.Walser@Marriott.com)



New York Marriott Marquis

*The following outlines additional hotel policies in place at the time of booking to assist in the planning of your event. Please work directly with your dedicated Event Manager closer to arrival as hotel policies are subject to change.*

**ADDITIONAL SLEEPING ROOMS**

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.

**PORTERAGE CHARGES**

Currently, portage gratuities are **\$10.10** 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, 2019. On July 1, an increase of 4% per year will be applied, compounded annually, in perpetuity.**

**PAYMENT INFORMATION**

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.

**OUTSIDE AUDIOVISUAL SERVICE CHARGE**

Carlson Audio Visual is the preferred in-house AV & Production Service Provider of the Marriott Marquis New York. Should your organization select an external vendor to service the Audio Visual for the meeting or event, an administrative service charge will be applied to the group master account held with Marriott.

- o 0-99 Attendees: \$2,500 one-time fee
- o 100+ Attendees: \$2,500/day

This rate covers the administrative support provided by/with Carlson Audio Visual and the selected Outside AV Vendor leading up to your program (i.e. Logistics/CAD Documentation/Production Guidelines)

**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.** 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 **\$300.00**.

**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](http://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:	\$2.25 per item
Under Guest Door:	\$2.50 per item
Inside Guest Room:	\$3.00 per item
Bulk Items:	\$3.75 per item
Additional Bulk Items	\$0.75 per item
Set-up/Assembly:	\$1.00 per item

**SET-UP / TEAR DOWN**

Specific set-up and tear down times may be noted on the Function Information Agenda/Event Agenda/Schedule of Events (SOE). **The set-up and tear down times will be provided on a non-exclusive basis.**



