

**CONTRACT NAME: AGREEMENT BETWEEN MARRIOTT COURTYARD AND
DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This agreement is to provide lodging for the Davis Senior High School Cheerleading team. The team will travel to Bakersfield for a competition on February 8, and return to Davis on February 10.

FISCAL IMPACT: Donations will cover the cost of team lodging.



LETTER OF INTENT

January 3, 2019

Jeff Lorensen
Davis Senior High
315 W 14th Street
Davis, CA 95616-1914
Phone: (650) 892-2191
Email: davischeersadvisor@gmail.com

Reference#: M-EC3EGW1

Dear *Davis Senior High School Cheer Team*

Thank you for choosing Courtyard Bakersfield, located at 3601 Marriott Drive, Bakersfield, CA 93308, to host the Davis Senior High School Cheerleading Competition. 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 Senior High intends to use, 20 room nights in the pattern set forth below:

| Date | Day | Queen-Queen Room | Total Rooms |
|------------|-----|------------------|-------------|
| 02/08/2019 | Fri | 10 | 10 |
| 02/09/2019 | Sat | 10 | 10 |

| Start Date | End Date | Room Type | Single | Double |
|------------|------------|------------------|----------|----------|
| 02/08/2019 | 02/09/2019 | Queen-Queen Room | \$123.00 | \$123.00 |

The Hotel's room rates are subject to applicable state and local taxes (currently 12%) and CA Tourism \$0.31 in effect at the time of check out.

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

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

- ☐ Group Room Rate includes a Breakfast Buffet for up to four (4) registered guests per room for each morning for one (1) hour time.

Breakfast Buffet includes:

- o Hot Oatmeal
- o Toppings to include: Milk, Brown Sugar, and Raisins
- o Scrambled Eggs
- o Bulk Cereal one (1) sweet/ one (1) non-sweet



- Assorted Pastries
- Breakfast Bread
- Fruit Preserves, Butter, and Cream Cheese
- Chilled Orange Juice – served in pitchers
- Milk – served in pitchers
- Freshly Brewed Coffee, Decaffeinated Coffee, and Assorted Hot Teas

Adjustments to Concessions: In the event of reductions in the room night commitment of more than 10%, the Hotel may adjust any concessions previously offered in this Agreement, including those concessions offered on a complimentary basis.

Reservations for the Event will be made by a rooming list in a format provided by the Hotel. Davis Senior High School Cheerleading Competition will forward its rooming list by **Monday, January 21, 2019**, (the “Cutoff Date”).

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

Reservations for all guests must be received on or before **Monday, January 21, 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 Senior High’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 Senior High 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: Individual to pay all guest room charges (cash paying guests may be asked to leave a cash or credit card deposit to guarantee payment).

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 Senior High 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 Senior High 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 describes Marriott's obligations as a U.S. federal contractor. It does not apply to customers that are not part of the U.S. federal government or using funds from the U.S. federal government for this contract.

Marriott 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.

Marriott (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.**

Marriott 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, Marriott 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.

Rewards Program – Not Qualified for Rewarding Events: Davis Senior High and the Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) acknowledges that the Rewarding Events program is only available to certain 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 Senior High's own policies permit the Contact to receive Rewarding Events points or airline miles for the Event.

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

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 **Monday, January 07, 2019 5:00PM Pacific Standard Time**. 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) Bruce E. Colby

Signature: (Sign) 

Title: (Print) Chief Business Officer

Date: (Print) January 7, 2019

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,

Mavis Ambrosio
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