



# SALES AND CATERING AGREEMENT

Monday, February 04, 2019

<b>Name:</b>	Mark McDonald	<b>Hotel Name:</b>	DoubleTree by Hilton Modesto
<b>Title:</b>	District Secretary, Executive Director	<b>Sales Manager:</b>	Donna Scott
<b>Company Name:</b>	CA/NV/HI Kiwanis International	<b>Phone:</b>	209-525-3032
<b>Address:</b>	8360 Red Oak Street, Suite 201	<b>Fax:</b>	209-525-3048
<b>City, State, Zip:</b>	Rancho Cucamonga, CA 91730	<b>Name of Event:</b>	CA/NV/HI Kiwanis International
<b>Phone:</b>	909-736-1703	<b>Event Dates:</b>	Saturday, February 15, 2020 - Tuesday, February 25, 2020
<b>E-Mail:</b>	mark@cnhkiwanis.org	<b>E-Mail:</b>	donna.scott@hilton.com
<b>Fax:</b>		<b>Cut off Date:</b>	2020-01-25

We are pleased to offer the following accommodations and function space based on your present needs. Please review the detailed information outlined within to assure that this accurately reflects your requirements.

## February 2020

	Wed 02/19/2020	Thu 02/20/2020	Fri 02/21/2020	Sat 02/22
Standard DBL Queen	0	5	60	40
Corner King with Garden Shower	3	3	3	3
Parlor Suites	0	2	2	2
Staff Rooms	0	5	5	5

Room	Single Rate	Double Rate	Triple Rate	Quad Rate
Standard DBL Queen	\$141.00	\$141.00	154.00	169.00
Corner King with Garden Shower	\$141.00	\$141.00	154.00	169.00
Staff Rooms	\$119.00	\$119.00	134.00	149.00

**CONSESSIONS:** ( Based on guest rooms actualize at 80% )

- Discounted parking at \$6 per night
- 1 per 50 Comp
- 1 Complimentary Parlor Suite
- 1 Parlor Suite at Group Rate
- ( 3 ) Complimentary Upgrades to Corner King Suites at Group Rate
- ( 5 ) Discounted Staff rooms
- Meeting Room Rental Waived

**TOTAL ROOM BLOCK RESERVED: 137**

Sleeping rooms are not reserved until the signed contract has been returned to the hotel. Room rates are quoted exclusive of local taxes and fees and assessments, currently 9.41% and \$0.35 downtown improvement fee.

If guests choose to park at the Ninth Street Garage, a parking fee will be added to the guest's folio.

**Personalized Group Web Page:** Create a Web page with a unique Web address for your group and include information your guests need to know, such as dates, rates, room types, directions and event personal touches like a note or photos. From this Web page, your guests will be just one click away from booking a room in your group block. Think of it as a one-stop, central site for your attendees, helping to make your event a success. Please visit [www.hilton.com/GroupPage](http://www.hilton.com/GroupPage) for more information.



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### **FUNCTION SPACE AND FOOD AND BEVERAGE**

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
2/19/2020	12:01 AM	12:00 AM	Storage	EMC C		6	Waived
2/19/2020	12:01 AM	12:00 AM	Office	EMC B	Existing	4	Waived
2/20/2020	12:01 AM	12:00 AM	Storage	EMC C		6	Waived
2/20/2020	12:01 AM	12:00 AM	Office	EMC B	Existing	4	Waived
2/20/2020	1:00 PM	8:00 PM	Breakout	Skyline Room - 11th Floor	Conference	30	Waived
2/21/2020	12:01 AM	12:00 AM	Storage	EMC C		6	Waived
2/21/2020	12:01 AM	12:00 AM	Office	EMC B	Existing	4	Waived
2/21/2020	8:00 AM	6:00 PM	Breakout	Pistache Room		28	Waived
2/21/2020	6:00 PM	10:00 PM	General Session	Tuolumne River Room	Rounds of 10	450	Waived
2/22/2020	12:01 AM	12:00 AM	Office	EMC B	Existing	4	Waived
2/22/2020	12:01 AM	12:00 AM	Storage	EMC C		6	Waived
2/22/2020	6:00 AM	4:00 PM	Exhibits	Stanislaus River Room	Ex 8' Table	25	Waived
2/22/2020	7:00 AM	8:00 AM	Breakfast	Skyline Room - 11th Floor	Rounds of 10	40	Waived
2/22/2020	7:00 AM	5:00 PM	Registration	Grand Lobby	Registration		Waived
2/22/2020	8:00 AM	9:30 AM	General Session	Tuolumne River Room	Rounds of 10	450	Waived
2/22/2020	9:30 AM	4:00 PM	Breakout	Arbor Theatre	Theatre	100	Waived
2/22/2020	9:30 AM	4:00 PM	Breakout	Napa	Theatre	100	Waived
2/22/2020	9:30 AM	4:00 PM	Breakout	Pistache Room	Theatre	50	Waived
2/22/2020	9:30 AM	4:00 PM	Breakout	Ginkgo Room	Theatre	100	Waived
2/22/2020	12:00 PM	1:30 PM	Lunch	Tuolumne River Room	Rounds of 10	450	Waived
2/22/2020	6:00 PM	7:00 PM	Reception	Arbor Theatre	Reception	75	Waived
2/22/2020	7:00 PM	10:00 PM	Dinner	Arbor Theatre	Rounds of 10	125	Waived
2/23/2020	12:01 AM	12:00 AM	Storage	EMC C		6	Waived
2/23/2020	12:01 AM	12:00 AM	Office	EMC B	Existing	4	Waived
2/23/2020	7:00 AM	12:00 PM	Breakout	Skyline Room - 11th Floor	Conference	30	Waived

Meeting Room Rental Waived based on guest rooms actualized:

110 guest rooms to 99= Waived  
 98- 87= \$2413  
 86- 75= \$3619  
 74 and below= \$4825



## **SALES AND CATERING AGREEMENT**

Food and Beverage Revenue Minimum \$15,000.00 Plus service charge and tax

~ Menu rates are subject to change. Food, Beverage, Room Rental, Audio Visual and Miscellaneous charges are subject to service charge plus applicable state or local taxes.

Deposit of \$3750.00 due at time of signed contract.

~Any scheduled event after the hours of 2:00AM to 6:00AM including setup or teardown will incur overtime charges.

**AUDIO-VISUAL AGREEMENT** - Our audio-visual company Dobil Laboratories Inc., has an office on property and is familiar with our staff and facilities. Should you decide to bring in an outside audio-visual company, you will be required to pay the Hotel a \$700 per day fee per meeting room. If you bring in your own audio-visual equipment no fee will be added



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## 2019 TERMS AND CONDITIONS

**1. METHOD OF RESERVATIONS/ CUT-OFF DATE:**

**Individual Call in**

In order to assign specific room types to your attendees, each sleeping room in your room block must be confirmed in the manner described below no later than **Saturday, January 25, 2020**. This date will be known as you "CUT-OFF DATE." After the Cut-Off Date, the Hotel will continue to hold any rooms in your Room Block not assigned to a specific attendee if you guarantee payment of such room to the Master Account. Confirmation of rooms after the Cut-Off Date will only be accepted based on availability of contracted room type(s) and at the Hotel's prevailing rates.

Room and tax will be paid by individuals.

**2. CANCELLATION AND PERFORMANCE:** You may cancel this Agreement only upon giving written notice to us. The rates offered by us are based in part upon the total gross revenue anticipated by us from your agreement to use and pay for the rooms and events listed on the opposite side. You guarantee that your event will provide the following minimum revenues (exclusive of tax and gratuity):

SLEEPING ROOM REVENUE	\$[ 18,564 ]**
FOOD & BEVERAGE REVENUE	\$[15,000]
ROOM RENTAL REVENUE	\$[4825]

You agree and understand that in the event of a cancellation or lack of full performance by you, our actual damages would be difficult to determine. Therefore, you have agreed to pay reasonable liquidated damages to the Hotel for cancellation or lack of performance as described in this paragraph. Cancellation damages will be calculated as a percentage, based on the date of cancellation listed below, of total anticipated gross revenues from all contracted sleeping rooms, food and beverage and meeting room rental listed on the opposite side.

<u>Date of Cancellation</u>	<u>Percentage owed</u>
Date of signing to 90 days in advance	50%
89 days to 60 days in advance	75%
59 to 30 days in advance	80%
29 days or less in advance of event	90%
(For events with Food and Beverage, Room Rental, and/or AV)	
9 days or less in advance of event	100%

**\*\*if the event is held, but the Hotel does not realize the total revenue anticipated from your group block, you agree to pay performance damages. The damages owed will be the amount necessary for the Hotel to receive no less than 80% of the total anticipated revenue from your group block. The guaranteed sleeping room revenue stated above reflects 100% of the original contracted sleeping room revenue.**

**3. ASSIGNMENT/CONFIRMATION OF FUNCTION SPACE:** You agree to confirm with us the assigned function space before printing any materials listing specific meeting or function locations. The schedule of events listed above, indicates the space that is tentatively being held for CA/NV/HI Kiwanis International and will be held on a definite basis upon signing of this contract by both parties. If for any reason the function space reserved is not available for your event, you agree that we may substitute space of appropriate size and comparable quality for your event. Please contact the Hotel at least 30 days before your event to review and confirm the details for your event, including menus, decorations, entertainment and beverage service. Upon review of your event requirements, Banquet Event Orders ("BEO") will be sent to you to confirm all final arrangements and prices within one week after receipt of your event detail confirmation. These BEO's must be signed and returned prior to the event and will serve as a part of this agreement.

**4. GUARANTEE OF ANTICIPATED REVENUE:** At least 360 hours (five business days) before your event, you must inform us, of the exact number of people who will attend your event. This number will be a guaranteed minimum, not subject to reduction, and charges will be

- made accordingly. We will not undertake to serve 5% more than this guaranteed minimum. You will be charged based on the minimum guarantee that you give us 360 hours prior to the event or the guaranteed revenue set forth in paragraph 1 above, whichever is greater.
- 5. DEPOSITS/TAXES:** You shall pay a non refundable deposit of 25% or \$3750.00 when you sign this agreement. 75% of the anticipated charges are due 30 days prior to arrival. Final payments for guestroom or event charges are due 10 days prior to arrival. In addition to the anticipated charges set forth in the schedule of events, you agree to pay separately any and all federal, state, municipal or other taxes imposed on or applicable to your event. In the State of CA service charges and public room rental are subject to a 7.875% tax. The Hotel accepts American Express, Diners Club, Discover Card, JCB International, Master Card or Visa. We may terminate this agreement and retain your deposit or seek additional amounts necessary to equal the cancellation fee provided in the Cancellation clause if payment is not made as agreed. If you have established credit, payment in full will be due thirty (30) days after your function.
- 6. OVERTIME:** You agree to begin your event promptly at the scheduled start time and agree to have your guests, invitees and other persons vacate the designated event space at the end time indicated on the final BEO. You further agree to reimburse us for any overtime wage payments or other expense incurred by us because of your failure to comply with these regulations.
- 7. SERVICE CHARGE:** The food, beverage, audio visual, room rental and miscellaneous charges total plus applicable state or local tax and a service fee will be added to your account.
- 8. PRICE INCREASES:** There may be increases in prices due to unforeseen changes in market conditions up to 30 days prior to your event. We will communicate these increases to you in advance of the commencement of your event. We will require written confirmation that you agree to pay these increased prices prior to the commencement of your event. Alternatively, we may make reasonable substitutions in menus.
- 9. SET UP CHARGES.** Should extensive meeting room set-ups or elaborate staging be required, there will be a set-up charge to cover Hotel costs and additional labor. If onsite or offsite contact request any last minute or day of set-up changes of original room, there will be a \$225.00 re-setup fee per room charged on top of original room rental price. If equipment is necessary that exceeds Hotel's inventory, then you agree to pay for the cost of renting this additional equipment. You agree to indemnify, defend and hold us harmless for any damage caused to our Hotel property as a result of drayage related to your event, whether caused by you, your agents, employees, contractors, or agents.
- 10. OUTSIDE FOOD AND BEVERAGE:** Due to state law, you may not bring into the Hotel alcoholic beverages. You must obtain prior approval from us before you bring in any food or non-alcoholic beverages from outside sources. An indemnity and Hold Harmless Agreement and Liability Insurance are required if food or beverage products not purchased and served by Hotel staff or are brought in for consumption by your guests. Service fees will apply to any outside food or beverage served in our function space regardless if Hotel labor is required or unless otherwise agreed in advance.
- 11. DISPLAYS AND DECORATIONS; YOUR PROPERTY:** We are not responsible for any loss or damage to property belonging to you or your attendees and do not maintain insurance covering it. You hereby waive all claims, whether in contract or tort, against Hotel and agree to indemnify, defend and hold Hotel harmless against any and all loss of or damage to your property or that of your attendees. All displays and/or decorations will be subject to our prior written approval and we reserve the right to contract and charge for Hotel staff to provide the labor for any installations or removals of such.



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12. **SECURITY:** In order to maintain adequate security measures in light of the size and/or nature of your function, you will provide, at your expense, security personnel supplied by a reputable licensed guard or security agency doing business in the city or county in which Hotel is located, which agency will be subject to Hotel's prior approval. Such security personnel may not carry weapons. The Doubletree Hotel Modesto requires the presence of security guards at any social event where minors are present. You are responsible for hiring licensed and bonded security at your own cost. DoubleTree by Hilton Modesto requires the name of security company and guards prior to event. Security guards are required to check in with the Doubletree Hotel Modesto security staff prior to event and are under the direction of the Doubletree Hotel Modesto security through out event. Number of required security guards will be based on guest count.
13. **CONDUCT OF EVENT:** You agree to comply with all applicable federal, state and local laws including health and safety codes and federal anti-terrorism laws and regulations, and our rules, copies of which are available from the Hotel's sales department. You agree to cooperate with Hotel and any relevant governmental authority to ensure compliance with such laws. For the safety of persons and property, no fireworks or incendiary devices may be used indoors at the Hotel. You assume full responsibility for the conduct of all persons in attendance at your event and for any damage done to any part of our premises during the time of your event. Should you require any rigging services for this event, all such services must be arranged through the in-house AV provider or the Hotel and you will be responsible for all costs associated therewith.
14. **INDEMNIFICATION:** To the extent permitted by law, you agree to protect, indemnify, defend and hold harmless the Hotel, Hilton, and the Owner, and their respective officers, directors, employees and agents from and against any and all third party claims, actions, demands, liabilities, damages, judgments, fines, penalties, settlement costs, expenses, or other amounts arising from or in connection with any injury to or death of, persons or loss or damage to property, (including reasonable attorney's fees), to the extent arising directly or indirectly out of or connected with your function, except those claims arising out of the sole negligence or willful misconduct of the Hotel.
15. **FIRE SAFETY:** All room sets must be in compliance with the local Fire Department regulations pertaining to occupancy load, mandatory aisles and ceiling clearance and fire exits. Any event which has vehicle displays, fog machines, fueled cooking demonstrations, laser, exhibits (including tabletop) or extensive productions with staging and props must have a certified permit from the local Fire Marshall. All associated fees for permits, floor plan approval and stand-by fire watch are your responsibility and final approved copies must be received at least three days prior to the event.
16. **AUXILIARY AIDS:** The Hotel represents and you acknowledge that the Hotel facilities being rented for you including guest rooms, common areas and transportation services are in compliance with our public accommodation requirements under the Americans with Disabilities Act. You agree that you will furnish to us a list of any auxiliary aids needed by your attendees in meeting or function space at least two weeks prior to your event. You agree to pay all charges associated with the provision of such aids by the Hotel.
17. **DELIVERIES:** Arrangements for delivery of packages should be made through the catering office. No COD packages will be accepted. The Hotel policies on safe package handling are based on advice from the United States Postal Service (USPS) and the federal Centers for Disease Control and Prevention (CDC).
18. **PROMOTIONAL CONSIDERATIONS:** We have the right to review and approve any advertisements or promotional materials in connection with your function which specifically reference the Hilton name or logo of the Hilton family of Hotel brands. You represent and warrant that your activities conducted at the Hotel and in connection with the function shall not infringe the patent, copyright or trademark rights or violate rights of privacy or publicity of any third party.
19. **COMPLIANCE WITH LAWS.** You agree to comply with all applicable federal, state and local laws, including health and safety codes and federal anti-terrorism laws and regulations. You agree to cooperate with Hotel and any relevant governmental authority to ensure compliance with such laws. You represent, warrant and agree that you are currently, and at the time of the event which is the subject of this contract will be, in compliance with all applicable local, state, federal regulations or laws, including but not limited to, all provisions of the Patriot Act and regulations or requests of the U.S. Department of Homeland Security and the Office of Foreign Assets Control in the U.S. Department of the Treasury.
20. **COLLECTION/ATTORNEY'S FEES:** The parties agree that in the event that any dispute arises in any way relating to or arising out of this contract, the prevailing party in any arbitration or court proceeding will be entitled to recover an award of its reasonable attorney's fees and costs, plus pre and post judgment interest. If the Hotel retains the services of a collection agency or attorney to assist in the collection of any amounts due under this agreement, you will pay all expenses incurred by us in such collection efforts.
21. **ARBITRATION:** The parties agree that subject to the exclusion of intellectual property matters as set forth below, any dispute in any way arising out of or relating to this contract will be resolved by arbitration before JAMS or American Arbitration Association in the state and city in which the Hotel is located, or the closest available location; provided, however, a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, false advertising, false representation, unfair competition and/or infringement of intellectual property rights shall not be subject to this provision. The parties further agree that in any arbitration proceeding they may conduct reasonable discovery pursuant to the arbitration rules, that the law of the state in which the Hotel is located will be the governing law, and any arbitration award will be enforceable in state or federal court.
22. **AMENDMENTS/CHANGES:** The parties agree that any amendments or changes to the arrangements described in this contract must be made in writing, signed by both you and us, provided, however, that this contract includes all signed or unsigned banquet event orders (and the terms and conditions contained therein and attached thereto) issued by us for this and related events.
23. **INSURANCE:** You agree, if requested by us, to obtain and keep in force, during the term of your occupancy and use of our premises for your event, policies of general liability insurance, specifically referring to and including the contractual liability referred to herein, premises-operations, broad form property damage, independent contractors coverage, and personal injury liability with limits of not less than \$1,000,000.00 per occurrence with such responsible insurance companies satisfactory to us; and, if applicable, worker's compensation insurance to statutory limits, employer's liability insurance with limits of \$1,000,000.00 and automobile liability insurance covering all owned, non-owned and hired vehicles with limits satisfactory to us. You agree to include Hotel, Hilton and Owner in such policies as additional insured there under. You shall provide hotel evidence of such insurance coverage prior to your event or Hotel may terminate this agreement and retain your deposit or seek additional amounts necessary to equal the cancellation fee provided in the cancellation clause if payment is not made as agreed. Your insurance will be considered primary of any similar insurance carried by us. You agree to deliver to us at least three (3) days prior to your event copies of certificates of insurance for each policy required by Hotel, Hilton and Owner.



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- 24. **FORCE MAJEURE:** Neither party shall be responsible for failure to perform this contract if circumstances beyond their control, including, but not limited to; acts of God, strikes, boycotts or labor disputes unresolved with the Hotel or the Center Plaza. shortage of commodities or supplies to be furnished by the Hotel, governmental authority, or war in the United States make it illegal or impossible for the Hotel to hold the event.
- 25. **ACCEPTANCE:** Prior to execution by both parties, this document represents an offer by the hotel. Unless the Hotel otherwise notifies CA/NV/Hi Kiwanis International at any time prior to CA/NV/Hi Kiwanis International execution of this document, the outlined format and dates will be held by the Hotel for CA/NV/Hi Kiwanis International on a first-option basis until 2019-02-18 If

CA/NV/Hi Kiwanis International cannot make a commitment prior to that date, the offer will revert to a second option basis or, at the Hotel's option, the arrangements will be released, in which case neither party will have any further obligations. Upon receipt by Hotel of a fully executed version of this Agreement prior to 2019-02-18 , or upon Hotel's acceptance of a fully executed version of this Agreement after such date, it will be placed on a definite basis and will be binding upon Hotel and CA/NV/Hi Kiwanis International.

The persons signing below agree that they are authorized representatives of the above indicated group and Hotel who have authority to enter this contract. This agreement and the terms and conditions on the next page may not be changed or amended unless done so in writing and signed by both parties.

Dated: \_\_\_\_\_ By: \_\_\_\_\_ For: CA/NV/Hi Kiwanis International  
Mark McDonald, District Secretary, Executive Director

Dated: \_\_\_\_\_ By: \_\_\_\_\_ For: DoubleTree by Hilton Modesto  
Donna Scott, Sales and Catering Manager

Dated: \_\_\_\_\_ By: \_\_\_\_\_ For: Doubletree Hotel Modesto  
Ms. Robyn Cornell, Director of Sales & Marketing