



**Courtyard San Diego Mission Valley/Hotel Circle  
GROUP SALES AGREEMENT**

This agreement (the “**Agreement**”) is made and entered into by and between **MHF MV Operating VI LLC, dba Courtyard Marriott Mission Valley/Hotel Circle** (hereinafter referred to as “**Hotel**”) and **Peninsula HS Girls Basketball (SoCal Holiday Prep Classic)** (hereinafter referred to as “**Group**”). This Agreement will become binding on both parties only after it is signed by both parties.

Especially Prepared for:		Event & Hotel Information:	
<b>Group Contact:</b>	Natalie Kelly	<b>Name of “Event”:</b>	Peninsula High School Girls Basketball
<b>Title:</b>	Team Manager	<b>Date(s) of Event:</b>	December 26-30, 2019
<b>Team Name:</b>	Peninsula HS Girls Basketball	<b>Hotel:</b>	Courtyard by Marriott San Diego Mission Valley/ Hotel Circle
<b>Address:</b>	27118 Silver Spur Rd.	<b>Hotel Contact:</b>	Courtney Mahoney
<b>City, State, Zip:</b>	Rolling Hills Estates, CA 90274	<b>Title:</b>	Sales Manager
<b>Phone:</b>	310-872-8225	<b>Hotel Phone:</b>	619-481-5889
<b>Fax:</b>		<b>Fax:</b>	619-297-6125
<b>Email:</b>	<a href="mailto:kellyn@pvpusd.net">kellyn@pvpusd.net</a>	<b>Email:</b>	<a href="mailto:Courtney.mahoney@marriott.com">Courtney.mahoney@marriott.com</a>

Unless Hotel otherwise notifies Group at any time prior to Group’s execution of this document, the Hotel will reserve the accommodations provided for herein for Group on a first-option basis until 5:00 p.m. of the prevailing time in effect where the premises of the Hotel is located, on **October 4, 2019**, at which time Group’s option shall expire and neither party shall have any further rights or obligations hereunder.

**Sleeping Rooms and Rates:** Hotel agrees that it will provide, and Group agrees that either Group or guests attending the Event (as specified below) will purchase, room nights in the Hotel in the following pattern (the “Room Block”):

**Rooms & Rates:**

	12/26/19	12/27/19	12/28/19	12/29/19	12/30/19
Two Queen Beds	10	10	10	10	C/O
RATE	\$124.00	\$124.00	\$124.00	\$124.00	Checkout

**Concessions:**

- Overnight parking is discounted to \$13.00 per car per night
- Hotel agrees to offer complimentary breakfast for up to 4 occupants per room, during the contracted dates.
- 2 Night Minimum Stay is required.

**Summary of Revenue Anticipated by Hotel from this Agreement:** For your information and guidance, the following chart illustrates the total potential value of your Event. The Hotel has offered the negotiated meeting room inventory and other concessions in this Agreement based upon the total revenue contracted, as well as additional revenue from providing additional services to your Group and your attendees at additional charge. Any requests for additional meeting rooms, function space and/or Food and Beverage to be added after Agreement signing will be subject to availability, and agreed upon changes would be confirmed in a written amendment to this Agreement signed by both parties.

Summary of Revenue Anticipated by Hotel from the Event	
Total Anticipated Sleeping Room Revenue	\$4,960.00
<b>Total Anticipated Revenue*</b>	<b>\$4,960.00</b>
* This figure does not include gratuities, taxes or fees.	

**Parking:**

Hotel will provide parking to guests attending the Event at a reduced rate of **\$13.00** for up to one vehicle per room night.

**Early Departure Fee:** All sleeping rooms shall be subject to an Early Departure Fee equal to one night's room rate, plus applicable fees, taxes and assessments. Group assumes responsibility for disclosing, to all attendees of the Event, this early departure fee.

**Check-In/Out Time:** Our check-in time is **3:00 PM**; check-out time is **12:00 PM**. All guests arriving before **3:00 PM** will be accommodated as rooms become available. Hotel's **Front Desk** can arrange to check baggage for those arriving early when rooms are unavailable and for guests attending functions on departure day.

**Arrival Date:** December 26, 2019

The term "**Arrival Date**" in this Agreement refers to the earlier of the first date of the Room Block and the first of any Functions.

**Cutoff Date:** November 26, 2019

After November 26, 2019 (the "**Cutoff Date**"), Hotel shall be permitted to release, for sale to the general public or to other groups, any room nights in the Room Block that have not been reserved as provided in this Agreement. Hotel will continue to accept reservations from Group's attendees after that date at the prevailing room rate, subject to availability.

**Sleeping Room Reservations:**

**Individual Reservations:** Each individual guest must make his or her own reservation by calling 1-800-321-2211 or booking at Marriott.com/sancm no later than the Cutoff Date. Guests making such reservations must identify themselves as members of **Peninsula HS Girls Basketball** when calling reservation number 1(800) 321-2211. All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card. Cancellations must be made at least 48 hours prior to 6:00pm Pacific Standard Time of the Arrival Date. Any cancellations or "no shows" received within the 48 hours of arrival will result in a penalty of one night's room and tax for each room cancelled.

**Sleeping Room Payment:**

Room and tax will be:

- ☒ paid by individuals
- ☒ charged to Group's Master Account\*\*

\*\* (8 Team rooms only will be charged to Master. List to be provided at cutoff).

Incidental charges will be:

- ☒ paid by individuals, in which case these charges must be paid in full prior to the guest's departure, with individual credit being established upon check-in
- ☐ charged to Group's Master Account. If Group submits a rooming list with reservations that will be paid for by Group, such reservations will be considered guaranteed for the full length of stay unless the reservations are cancelled by Group or the guest no later than 10 days in advance of arrival. Early departure charges will be applied to Group's Master Account for guests guaranteed by Group's rooming list that depart early.

**Cancellation by Group:** Hotel has offered the favorable sleeping room rates and other concessions in this Agreement based upon the Total Anticipated Revenue for your Event, plus additional revenue that the Hotel anticipates we would receive from providing additional services to the Group and your attendees at additional charge. Group acknowledges that if it cancels or otherwise substantially abandons the Event (a "**Cancellation**"), the Hotel will be harmed. Group further acknowledges that the later the Group notifies Hotel of a Cancellation, the more harm Hotel will likely incur, because Hotel will have less time to mitigate its damages by marketing the sleeping room nights and function rooms to other customers and individual guests. Group also acknowledges that the actual amount of Hotel's damages from any Cancellation would be difficult to calculate. Therefore, the parties agree that if a Cancellation should occur for any reason (including Group's relocation of the Event to another hotel or resort), then Group shall pay Hotel, as liquidated damages and not as a penalty, the applicable amount identified below, plus any applicable taxes (a "**Cancellation Fee**").

Date of Hotel's Receipt of Written Cancellation Notice	Percentage of Total Anticipated Revenue	Amount of Cancellation Damages
Cancellation between <b><u>date of signing</u></b> and <b><u>date of arrival</u></b> :	100 % =	<b>\$4,960.00</b> (plus applicable taxes)

Group must provide Hotel any notice of a Cancellation in writing. If Group does not provide written notice of any Cancellation, then Hotel may assess any higher Cancellation Fee owed under the above schedule at the time it receives written confirmation of the Cancellation or the highest amount identified above if it receives no written confirmation. The parties agree that the amounts in the above schedule are based on reasonable estimates of Hotel's harm from Cancellation. Any Cancellation Fee will be added to the Master Account. Any Cancellation Fee shall be due and payable immediately upon Cancellation.

#### **Force Majeure**

Either party may cancel the Event without liability to the other party upon the occurrence of any event or circumstance beyond the control of such party, including acts of God, declared war in the United States, acts of terrorism in the city where the Hotel premises is located, government regulations, disaster, strikes or civil disorder, to the extent that such event or circumstance makes it illegal or impossible for Hotel to provide, or for groups in general to use, the premises of Hotel. The Event cannot be cancelled under this section because of general economic conditions, including (without limitation) any recession or governmental budget cut. Either party that wishes to cancel the Event pursuant to this section must provide written notice to the other party identifying the event or circumstance that is the basis for such cancellation as soon as practicable after learning about such event or circumstance. If the Event is duly cancelled under this Section, then Hotel shall, within thirty (30) days after such cancellation, refund any deposits made by Group.

**Sleeping Room Performance:** Group acknowledges that if it holds the Event, but Group and/or guests attending the Event do not purchase the full amount of the Room Block, then Hotel will be harmed. Group also acknowledges that the actual amount of Hotel's damages from sale of less than the full amount of the Room Block would be difficult to calculate. Therefore, the parties agree that if the Event is held, but less than **Eighty Percent (80%)** of the Total Guestroom Revenue identified in the table above is generated, then Group shall pay Hotel, as liquidated damages and not as a penalty, an amount equal to the difference between the immediately aforementioned percentage of the Total Guestroom Revenue and the actual guestroom revenue generated during the Event, plus any applicable taxes (the "**Sleeping Room Performance Fee**"). Any Sleeping Room Performance Fee will be added to the Master Account.

## ADDITIONAL TERMS AND CONDITIONS

**Outside Contractors:** If Group intends to use the services of any contractor unaffiliated with Hotel to provide any services within the Hotel's premises before, during or after the Event (including, without limitation, security companies, decorators, florists and audio-visual service providers), Group shall provide written notice to Hotel at least 30 days before the date of the Event identifying the contractor(s), and the contractor(s) shall not be allowed onto the premises of the Hotel without Hotel's advance written consent. If Hotel is required under any collective bargaining agreement, requirements contract or any other contract to incur any expense if a particular service provider or set of employees does not perform services that Group wishes to perform itself or to have performed by an outside contractor, then Group shall be responsible for these expenses, which shall be added to the Master Account. Hotel may require a representative any outside contractor invited to Hotel by Group to sign a release and indemnification of Hotel, in a form provided by Hotel and to provide evidence of insurance reasonably acceptable to Hotel. Hotel will provide Group a copy of its standard form for this purpose upon request.

**Taxes:** The rates provided for in this Agreement do not include any applicable state or municipal taxes, fees or assessments. Group shall be responsible for any applicable taxes, fees or assessments, the amounts of which are subject to change by applicable government agencies with or without notice. If Group is claiming tax-exempt status, then (1) Group must present all documentation required by Hotel and pay in the manner specified by Hotel and (2) Group hereby accepts all liability and agrees to indemnify Hotel for all taxes paid and all costs incurred, including attorney fees, if a taxing authority requires that Hotel remit tax for the room nights covered by this Agreement.

**Outstanding Balance:** Any outstanding balance of the Master Account will be due and payable by Group upon receipt of an invoice from Hotel. If payment is not received within thirty (30) days, a finance charge equal to the lesser of one and one half percent (1-1/2%) per month (18% Annual Rate) and the maximum allowed by law will be added to the unpaid balance commencing on the invoice date. Any payment by Group or acceptance by Hotel of an amount less than any amount due by Group shall be deemed solely as a partial payment of the full amount due. No endorsement or statement on any check or any letter accompanying any payment shall be deemed an accord and satisfaction, and Hotel may accept such check or payment without prejudice to Hotel's right to recover the balance of all amounts due or pursue any other remedies available to Hotel under this Agreement or in law or in equity.

**Signs and Displays / Use of Hotel's Name:** Group shall not display signs in Hotel or use the name or logo of the Hotel or any franchisor of Hotel in any promotional materials without prior written approval of the General Manager of the Hotel. Group further agrees that no sign, banner or display shall be affixed to any part of the Hotel without the prior written consent of Hotel. Group will be responsible for the cost of repairing any damages caused to the walls, fixtures or carpet caused by any such sign, banner or display.

**Security:** Hotel may, in its sole and absolute discretion, require additional security procedures, at Group's sole expense, because of the size or nature of the Event. These procedures may include the assignment by Hotel of additional security personnel employed by Hotel or Hotel's independent contractor (which may be the local police department). Hotel may allow Group to retain an outside security service provider that is approved in writing by Hotel prior to the Event. If Group hires an outside security service provider, Group must provide Hotel with a copy of its agreement with the service provider, which shall indemnify Hotel, its owner, Interstate Hotels & Resorts, Inc. and their respective parents, subsidiaries and affiliates, and all of their respective owners, members, partners, directors, officers, employees, representatives and agents, from and against any liabilities related to the security services. Under no circumstances shall any armed security personnel be permitted onto the premises of Hotel without Hotel's advanced written approval, which Hotel may withhold in its sole and absolute discretion.

**Disturbances:** Group agrees that its use of assigned Event spaces will not create any unreasonable disturbance to other guests or meetings, such as excessive noise, smoke, fog or offensive smells. Neither Group nor its contractors will use such features without advance approval of Hotel.

**Shipping and Packages:** If Group will be shipping packages to Hotel, Group must notify Hotel at least one week in advance. Each package sent to Hotel must include the name of Group, the date of the Event and the number of items contained in the package. Each package should arrive no earlier than three (3) days before the date of the Event. Hotel reserves the right to add storage fees to the Master Account for any packages that arrive earlier. Hotel shall have no liability for the delivery, security or condition of the packages.

**Notices:** All notices, offers, acceptances, requests and other communications hereunder shall be in writing and shall be deemed sufficient if hand delivered (against receipt) or sent by a commercially recognized express delivery service (e.g. FedEx or UPS), or certified or registered U.S. Mail, postage prepaid, to the Group Contact, at the address for the Group Contact, both identified on the first page of this Agreement; or, if to Hotel, to the street address of the Hotel premises to the attention of its General Manager, with a copy to Interstate Hotels & Resorts, Inc., 4501 N. Fairfax Drive, Suite 500, Arlington, VA 22203, Attn: General Counsel. Hotel may change Hotel's designated contact at any time upon notice. Hotel will not be bound by any notice unless delivered to Hotel in the manner specified herein.

**Damage to Hotel Premises:** To the fullest extent permitted by law, Group assumes full responsibility for any damage done to the Hotel during your Event or any setup for the Event or disassembly after the Event, to the extent that such damage is caused by Group, its employees, guests, agents, or contractors (other than Hotel and its subcontractors), including any damage resulting from the installation, placement, and removal of Group's displays, equipment, exhibits, or other items

### **Indemnification:**

Group shall indemnify, defend and hold harmless Hotel, its owner, its management company, their respective affiliates and all of their respective officers, directors, partners, members and employees from and against all demands, suits, judgments, settlements, claims, damages to persons and/or property, fines, liens, losses and other liabilities, including reasonable attorneys' fees (collectively "**Claims**") arising out of related the negligence or intentional misconduct of Group, its contractors or exhibitors, or their respective employees, agents, contractors or attendees. Group does not waive, by reason of this section, any defense that it may have with respect to such Claims.

**Additional Remedies:** If this Agreement is one of a group of (any two or more) agreements between Hotel and Group and/or any of Group's affiliates for Hotel to host events, then Hotel reserves the right to terminate this Agreement and/or other agreement(s), without liability to Hotel, if (a) Group (or, if applicable, its affiliate) fails to timely pay any amounts due and owing under, or commits any other material breach of its obligations under, this Agreement or any of the other agreements; or (b) Group, its affiliate or any of their respective employees, agents or contractors causes damage or disruption to the Hotel's premises, operations, guests or reputation. Notice of any such termination by the Hotel shall be made to Group in writing. If Hotel cancels the Event pursuant to this section, Group shall be responsible for the applicable Cancellation Fee as if Group cancelled the Event. If, pursuant to this section, Hotel cancels any other event(s) it had booked for Group or one or more affiliates of Group, then Group shall be responsible for any applicable cancellation fee(s) provided for under the applicable agreement(s).

**Group's Property:** Group agrees Hotel will not be responsible for the safe-keeping of equipment, supplies, written material or other valuable items left in meeting rooms, sleeping rooms or anywhere on Hotel's premises. Group is responsible for securing any such aforementioned items and hereby assumes responsibility for loss thereof. Group may not rely on any verbal or written assurances provided by Hotel staff, other than as provided in this Agreement. Property of Group is the sole

responsibility of Group and/or its owner. Group warrants that it has procured sufficient insurance to cover the loss of such property and waives any claims under Hotel's insurance policy for the loss of Group's property or the property of any of its attendees or invitees.

**Outside Food and/or Beverage:** Hotel does not allow any outside food and/or beverage to be brought into the Hotel. Any event that does bring in items that have not been approved of by the Hotel sales department in writing, will be assessed a fee of \$500 - \$1,500 depending on the severity.

**Choice of Law:** This Agreement will be interpreted in accordance with the laws of the state in which Hotel premises is located, without giving effect to any conflict-of-law principles thereof that would result in application the laws of any other state.

**Dispute Resolution:**

a. The parties shall exercise commercially reasonable efforts to informally and timely resolve any dispute arising under or related to this Agreement before commencing litigation, unless the litigation seeks emergency injunctive relief.

b. Any action between the parties arising out of or related to this Agreement shall be filed solely in the United States District Court for the district in which the premises of Hotel is located or, if subject matter jurisdiction in that court is lacking, in a state court in whose jurisdiction Hotel is located. Each of the parties hereby consents to the personal jurisdiction of these courts and venue of any such action in these courts, and hereby waives any objection based on the doctrine of *forum non conveniens* to any such action being adjudicated by any such court.

c. If any action by either party against the other to enforce its rights under this Agreement, including (without limitation) any litigation and/or other efforts to collect any payments due under this Agreement, the non-prevailing party shall be responsible for the prevailing party's costs related to such action, including (without limitation) reasonable attorneys' fees and expenses, collection costs and pre- and post-judgment interest.

d. The parties hereby knowingly, voluntarily, intentionally and mutually waive any right to a trial by jury in any civil action based on, arising from or in connection with this agreement, the event, or any course of conduct, course of dealing, statements (verbal or written) or actions by the parties.

**Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to the Event and supersedes any previous agreements, communications, representations or agreements, whether written or oral. Any modifications, additions or corrective lining out made on this Agreement will not be binding unless such modifications have been signed or initialed by both parties. Any amendments to this Agreement must be made in writing and signed by authorized representative of each party. For the avoidance of doubt, this section shall not prevent Group from ordering particular or additional services from Hotel through a banquet event order or other document signed by an Authorized Representative.

**No Assignment:** Neither party may assign or transfer this Agreement or any of its rights (other than rights to receive payments) or obligations hereunder without the written consent of other party, unless the assignment is to an affiliate of the assigning party pursuant to an internal reorganization or acquisition of the assigning party, or the assignment is made to an entity that acquires all or substantially all of the assigning party's assets. Any attempted assignment or transfer by Group without such consent may, at the option of Hotel, be deemed to be a Cancellation, in which case Group shall be liable for a Cancellation Fee set forth herein.

**Miscellaneous:** Each person signing this Agreement warrants that he or she is authorized to bind the party for which he or she is signing. Any provision of this Agreement that is deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement. The failure of either party to insist, at any time, on strict performance of any terms or conditions of this Agreement, or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, condition, option, right or remedy. No waiver by either party of any term or condition hereof shall be deemed to have been made unless expressed in writing and signed by such party.

## **ARTICLE VII: EXECUTION OF AGREEMENT**

Hotel's transmission of an unsigned copy of this Agreement to the Group or its Agent shall be deemed an invitation for Group to make an offer. The Group or Agent's return of its signature on a copy of this Agreement shall be deemed an offer by the Group. Hotel's subsequent signature of the Agreement shall be deemed an acceptance of the Group's offer by Hotel. This Agreement may be executed in one or more counterparts, which together shall constitute one and the same Agreement. Signatures sent by facsimile or equivalent means shall be deemed original, valid and binding signatures to this Agreement. Any handwritten changes to this document will not be binding unless initialed by an authorized representative of both parties. Each individual signing this document represents and warrants that he or she has authority to bind the party for which he or she signs.

**IN WITNESS WHEREOF**, Hotel and Group have entered into this Agreement in matter and form sufficient to bind them effective as of the last date identified below.

**Courtyard San Diego Mission Valley/Hotel Circle**

**Palos Verdes Peninsula Unified School District**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Courtney Mahoney  
Title: Sales Manager

Name:  
Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## CREDIT CARD AUTHORIZATION FORM

Hotel Guest(s)/ Business, Group or Event Name(s):			
Arrival date:			
Credit Card Holder's Name(s):			
Credit Card Billing Address	City:	State:	Postal Code:
Phone #:	Ext:	Fax#:	
Email Address:			
Credit Card Holder's Signature:		Print Name:	

I hereby authorize the following charges to be applied to the credit card listed below. (Check all that apply)

- ☒ TEAM Room & Tax      ☐ All Incidental Charges      ☐ Parking      ☐ In Room Amenity  
☐ Deposit Only      ☐ All Banquet Charges      ☐ Bistro/Restaurant charges      ☒ Potential Attrition/cancellation
- ☐ Other (see comments)

Comments:
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Last four digits of the credit card:
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Detach below dotted line and shred credit card number after the transaction has been posted.

### Credit Card Information

Credit Card Number:	Expiration Date:	CVV:
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- ☐ Visa      ☐ MasterCard      ☐ American Express      ☐ Diners      ☐ Discover

*In compliance with PCI standards, **DO NOT EMAIL THE COMPLETED CREDIT CARD AUTHORIZATION FORM TO US.** Please fax to 619-297-6125. If you prefer email, please send the form with the credit card number omitted and call your Sales Representative to give the card number over the phone. NOTE: The signed contract may be emailed back.*