



## Agreement between The Westin Sacramento and San Benito July Meeting

**Customer**

San Benito County Health & Human Services Agency

Heather Bernikoff  
Managing Director

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**Property**

The Westin Sacramento

Athena Hariz  
Sales Manager  
4800 Riverside Boulevard  
Sacramento, CA, 95822  
United States

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RE: San Benito July Meeting

This Agreement between San Benito County Health & Human Services Agency and The Westin Sacramento is effective as of the date it is signed by Hotel.

**Event Dates:** 10-Jul-2018 to 12-Jul-2018

**Guest Rooms:** This Agreement applies to the following block of guest rooms:

	Tue, Jul 10, 2018	Wed, Jul 11, 2018	Total
Traditional	12	12	24
<b>Attendees Room Block Total</b>	<b>12</b>	<b>12</b>	<b>24</b>

**Total Guest Room Night Commitment:** Customer's total guest room night commitment is 24.

**Cut-off Date:** The "cut-off date" for reserving rooms in the Room Block is 5:00 p.m. local time at Hotel on **17-Jun-2018**. After the cut-off date, it is at Hotel's discretion whether to accept additional reservations, which will be subject to prevailing rates and availability. Failure to reserve rooms in the Room Block prior to the cut-off date does not reduce Customer's total guest room night commitment and does not impact the "Attrition" or "Cancellation" provisions below.

**Rates:** Hotel will provide the confirmed guest room rates below for the Room Block:

**Attendees Room Block**

Rooms	Single Rate	Double Rate
Traditional	\$159	\$159

- Room rates quoted above are for single or double occupancy. Any requests for specific room locations or bedding types will be noted and the hotel will try to accommodate based on availability but cannot be guaranteed.
- Rates are subject to state and local taxes, which are currently 12% occupancy tax and 1.2% per room per night city assessment & tourism fee.
- Complimentary Internet Access in Sleeping Rooms
- Proposed group room rate contracted with 80% attrition
- Three week cut-off policy (3)



**Check In / Check Out:** Guest check in time is 3:00 pm and check out time is 12:00 pm. All guests arriving before 3:00pm will be accommodated as rooms become available. Bags may be stored prior to check-in or after check-out.

**Reservation Procedure:**

From the moment this contract is accepted, we will be holding your contracted guest room block for the use of your attendees.

We understand that your guests will be coordinating their own reservations, either by phoning in their reservation requests individually to: 888-625-4988 or by using an online booking link. If phoning, it is important that each of your guests identify themselves as part of your group, and provide us with guest name, requested type of room, requested bed type (i.e. king, double/double, queen, twin or suites), check-in and check-out dates, and VIP status. Any requests for special room arrangements must be made at the time of this call and cannot be guaranteed. Individual reservations must be made at least thirty days prior to your group's arrival date. The Hotel does not confirm reservations in writing and room types cannot be guaranteed. If you would like an online booking link to distribute to your attendees, please request one from your sales manager.

**Function Space/Schedule of Events:**

This Agreement applies to the following events and function space:

Date	Function Description	Start – End Time	Function Space	Set Up	# PPL	Room Rental
Wed, 11-Jul-2018	Meeting	8:00AM- 5:00PM	Tower	U-Shape	20	\$250.00
Thu, 12-Jul-2018	Meeting	8:00AM- 5:00PM	Tower	U-Shape	20	\$250.00
Total						\$500.00

- Banquet/Meeting rates are subject to 21% service charge and 8.5% CA tax
- Complimentary Internet Access In Meeting Room

**Assignment of Function Space:** Hotel will provide Customer with Function Space in accordance with the schedule of events, based on the contracted number of people attending the event. Hotel may make reasonable substitutes to Function Space by notifying Customer.

**Minimum Banquet Food and Beverage Revenue Requirement:** San Benito County Health & Human Services Agency agrees to a minimum banquet food and beverage revenue of **(\$3,300)**, exclusive of tax and service charge (the "Minimum Banquet Food and Beverage Revenue"). Hotel will confirm the food and beverage prices [TIME PERIOD] prior to San Benito County Health & Human Services Agency's arrival date.

**Banquet Event Orders:** Hotel will provide Customer with Banquet Event Orders ("BEOs") that specify and confirm the specific details and terms and conditions for each event including, final menu selections, pricing, room set up and decor.

**Minimum Revenue:** This Agreement will generate revenue for Hotel from a variety of sources, including guest rooms, food & beverage, and charges for ancillary services. The minimum revenue anticipated by Hotel under this Agreement (excluding taxes and other charges) is:

Minimum Guest Room Revenue (# of room nights in Room Block x average Rate):	\$3,816
Minimum Food & Beverage Revenue (based on committed food & beverage minimum):	\$3,300
Meeting Room Rental:	\$500
<b>Total Minimum Revenue:</b>	<b>\$7,616</b>

If Customer does not fulfill all of its commitments or cancels this Agreement, Customer agrees that Hotel will suffer damages that will be difficult to determine. The "Attrition" and "Cancellation" provisions below provide for liquidated damages agreed upon by the parties as a reasonable estimate of Hotel's losses and do not constitute a penalty of any kind.

**Attrition:** Customer will meet its minimum revenue requirements under this Agreement if it fulfills its Adjusted Minimum Room Revenue and its Adjusted Minimum Food & Beverage Revenue based on the attrition allowances below:

Adjusted Minimum Guest Room Revenue:	<b>80% of \$3,816 = \$3,052.80</b>
Adjusted Minimum Food and Beverage Revenue:	<b>80% of \$3,300 = \$2,640</b>

**Cancellation – Room Night and Food and Beverage:** In the event of a group cancellation occurring 0 to 3 business days prior to arrival, liquidated damages in the amount of one hundred percent (100%) of the Room Night Commitment, seventy percent (70%) of the Minimum Banquet Food and Beverage Revenue, and Total Meeting Room Rental will be due, plus applicable taxes.

In the event of a group cancellation occurring 4 business days to 90 days prior to arrival, liquidated damages in the amount of ninety percent (90%) of the Room Night Commitment and forty percent (40%) of the Minimum Banquet Food and Beverage Revenue will be



due, plus applicable taxes.

In the event of a group cancellation occurring 91 to 180 days prior to arrival, liquidated damages in the amount of eighty percent (80%) of the Room Night Commitment and forty percent (40%) of the Minimum Banquet Food and Beverage Revenue will be due, plus applicable taxes.

In the event of a group cancellation occurring 181 to 365 days prior to arrival, liquidated damages in the amount of seventy percent (70%) of the Room Night Commitment and forty percent (40%) of the Minimum Banquet Food and Beverage Revenue will be due, plus applicable taxes.

In the event of a group cancellation occurring between the time of acceptance of this Agreement and 366 days prior to arrival, liquidated damages in the amount of fifty percent (50%) of the Room Night Commitment and forty percent (40%) of the Minimum Banquet Food and Beverage Revenue will be due, plus applicable taxes.

**Payment Options:** Payment will be made as indicated below. *Please check applicable option.*

	San Benito Pays	Guest Pays
Guest rooms (including taxes and automatic or mandatory charges):		XX
Event Food & Beverage (including taxes and House Charges and Staff Charges):	XX	
Incidental charges:		XX

**Master Account:** Hotel will set up a "Master Account" for Customer for payment of charges under this Agreement. Customer must review all charges billed to the Master Account to ensure accurate billing.

**Deposits/Payment:**

No deposit is required on the above agreement however we require a credit card on file to guarantee only this booking. An electronic Credit Card Authorization form invite will be sent out to you from Stargroups/Starwood Hotels. This Credit Card Authorization must be filled and sent back to hotel together with the signed agreement. We accept American Express, Diners Club, Discover Card, JCB International, MasterCard or Visa.

If you would like to apply for Direct Bill, please request a direct bill application and return it to our Accounting Department at least 45 days prior to arrival so that we may attempt to approve credit for your meeting. If you are approved for Direct Bill or already have an existing Direct Bill account with us, all master account charges must be paid within 30 days of the billing date if not paid within 30 days will bear interest at the lower of the rate of 1.5% per month, compounded monthly, if permissible by law, or the highest rate permissible by law. Should the hotel, in its sole discretion, deem collection action necessary in regard to outstanding balances hereunder, all costs associated with that collection action, including attorney's fees, shall be posted to the master account. In the event that credit is not requested or is not approved, prepayment must be made.

**Use of Event and Function Space:** To protect the safety and security of all Hotel guests and property, Customer will obtain Hotel's advance written approval before using items in event and function space that could create noise, noxious odors or hazardous effects (e.g., loud music, smoke or fog machines, dry ice, confetti cannons, candles, or incense) and before engaging in any activities outside of the reserved function rooms (e.g., registration table). Customer will obtain any required Fire Marshall or other safety approvals, and will pay any expenses incurred by Hotel as a result of such activity, such as resetting smoke or fire alarms or unusual clean-up costs.

**Unattended Items/Additional Security (Liability for unattended items):** The Hotel cannot insure the security of items left unattended in function rooms. Special arrangements may be made with the Hotel for securing a limited number of valuable items. If San Benito County Health & Human Services Agency requires additional security with respect to such items or for any other reason, the Hotel will assist in making these arrangements. All security personnel to be utilized during the Event are subject to Hotel approval.

**Ancillary Services:** Hotel may provide, or contract with third parties to provide, ancillary services (e.g., A/V, drayage, florists, exhibitors) to Customer for additional charges. Except with respect to certain services (e.g., rigging services), Customer may use its own vendors for such services provided that Customer's proposed vendors meet minimum standards established by Hotel, including insurance and indemnification requirements.

**Porterage:** A mandatory porterage charge of \$3 in / \$3 out per person (plus all applicable taxes) will be assessed for Customer arrivals or departures to/from Hotel's facility, at the time of check-in or departure, requiring luggage handling or requiring any form of transportation to/from convention center lobby. The mandatory porterage charge is paid in its entirety to employees providing the porterage services.

**Impossibility:** The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible for the Hotel to provide, or for groups in general to use, the Hotel facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical – but in no event longer than ten (10) days – after learning of such basis.



**Compliance with Law:** This Agreement 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 San Benito County Health & Human Services Agency agree to cooperate with each other to ensure compliance with such laws.

**Changes, Additions, Stipulations, or Lining Out:** Any changes, additions, stipulations, or deletions, including corrective lining out by either Hotel or San Benito County Health & Human Services Agency, 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.

**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.

**Liquor License:** San Benito County Health & Human Services Agency understands that Hotel's liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are under age.

**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.

**Smoke Free Policy:** Hotel is a smoke free hotel. Restaurants on property that are not operated by Hotel may not participate in the smoke free policy. To protect the smoke free environment, Hotel will post up to a \$250 cleaning fee to the account of any guests who smoke in their guest room. To ensure the cooperation and comfort of Customer's attendees, Customer agrees to advise its attendees of the smoke free policy in writing.

**Dispute Resolution:** The parties will resolve any claim or dispute arising out of or relating to this Agreement through binding arbitration before one arbitrator conducted under the rules of the American Arbitration Association or JAMS in the state and city in which Hotel is located. The law of the state in which Hotel is located will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or litigation arising out of or relating to this Agreement or the enforcement of any arbitration award, the prevailing party will recover attorneys' fees and costs including expert witness and arbitration fees and pre- and post-judgment interest. Each party will be responsible for attorneys' fees and interest associated with the other party's efforts to collect monies owed under this Agreement.

**Notice:** Any notice required or permitted by the terms of this Agreement must be in writing.

**Assignment:** Customer may not assign or delegate its rights or duties under this Agreement without Hotel's prior approval.

**Severability:** If any provision of this Agreement is held to be invalid or unenforceable that provision will be eliminated or limited to the minimum extent possible, and the remainder of the Agreement will have full force and effect.

**Waiver:** If either party agrees to waive its right to enforce any term of this Agreement, it does not waive its right to enforce any other terms of this Agreement.

parties concerning its subject matter, and may not be amended except by a writing signed by Hotel and Customer.

**ACCEPTED AND AGREED TO:**

San Benito County Health & Human Services Agency

The Westin Sacramento

By \_\_\_\_\_

Cynthia Larca  
Deputy Director

By \_\_\_\_\_

Athena Hariz  
Sales Manger

Date \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO LEGAL FORM  
SAN BENITO COUNTY COUNSEL  
 5-3-18  
DEPUTY COUNTY COUNSEL DATE