



GROUP SALES AGREEMENT

Wednesday, January 18, 2023

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between California Pacific Charter Schools (Group) and Cape Rey Carlsbad Beach, a Hilton Resort & Spa (Hotel) 1 Ponto Road, Carlsbad, CA 92011. The Hotel agrees to hold the guest rooms and meeting space as outlined in this agreement from Wednesday, March 29, 2023 through Friday, March 31, 2023, on a tentative first option basis until 02/22/2023 (expiration date). If this agreement is not fully executed by the group and the Hotel by the expiration date, the Hotel will notify you and you have forty-eight (48) hours from Hotel notification to execute and return this agreement.

ORGANIZATION: California Pacific Charter Schools

CONTACT INFORMATION:

Name: Alexis Morfin
Title: Administrative Assistant
Address: 1200 Quail Street
Suite 250
Newport Beach, CA 92660
Phone #: 707.394.4343
E-mail Address: amorfin@cal-pacs.org

NAME OF EVENT: CalPac March Meeting

OFFICIAL PROGRAM DATES: Wednesday, March 29, 2023 through Friday, March 31, 2023

GUEST ROOM COMMITMENT & GROUP RATES

The Hotel agrees that it will provide, and the Group agrees that it will be responsible for utilizing, 36 room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"). The Hotel confirms the following net non-commissionable group rates (plus applicable state and local taxes (currently 10% plus 2% CTBID Tax, \$1.00 state park assessment tax, \$2.00 Carlsbad tourism assessment tax, \$0.74 California tourism assessment tax) in effect at the time of check in.

	Rate	Wed 03/29/2023	Thur 03/30/2023
Run of House Rooms	\$229.00	18	18

Check-in is 4:00PM; check-out is 12:00Noon. The Hotel will make every effort to accommodate early arrivals but cannot guarantee them. Group rates are extended per room, per night, single or double occupancy. For additional third person(s) eighteen (18) years and older in the same room, there is a \$25.00 per person per day charge.

This published group rate will be extended to your attendees three (3) days prior and three (3) days after your meeting dates, based on availability.

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INITIALS: _____ Katie Pokrywa _____ Sales Manager _____

SPECIAL CONCESSIONS

The Hotel is pleased to provide the following based on 80% pick-up of contracted block:

- Discounted meeting space rental with a food & beverage minimum of \$3,000.00, excludes taxes and service charge.
- Discounted Resort fee of \$18 (Usually \$25)
- Waived Overnight Parking (usually \$26)
- Complimentary wireless internet in meeting space
- Complimentary coffee in guestrooms as well as daily coffee & assorted teas in the lobby;
- Complimentary Rental of beach chairs, umbrellas & towels to enjoy Carlsbad State Beach (seasonal)
- 15% off spa treatments at the Ocean Crest Spa
- Complimentary 90-minute Beach Cruiser bike rentals
- Complimentary local & toll-free calls
- Complimentary access to the fitness center

HHONORS MEETING PLANNER POINTS

This event qualifies you to receive HHonors meeting Planner Points. If you would like to take advantage of the points earned by revenues consumed, please provide your HHonors Membership Number Below.

HHonors Name: [[SertifiLG_1]] and **HHonors Number:** [[SertifiLG_1]]

EARLY DEPARTURE FEE

In the event that a guest who has reserved a room within your block checks out prior to the guest's reserved checkout date, an early departure fee of one night's room and tax will be charged to that guest's individual account. Guests wishing to avoid this fee must advise the hotel at or before check-in. The hotel will deduct any such fees that are collected from any amount you may owe as sleeping room attrition.

ADJUSTMENTS TO CONCESSIONS

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.

ROOMS ATTRITION

The group will be allowed to reduce the outlined guest room block by 20% Attrition charges will be calculated individually by day, not on a cumulative basis. All final room nights consumed will be credited toward the minimum room night commitment including reservations made after the cut-off date. If group's usage falls below the outlined reduction, the group will be responsible for the difference between actual usage and the attrition outlined, plus applicable taxes.

The group will guarantee revenue as follows:

\$3,297.60 for March 29, 2023

\$3,297.60 for March 30, 2023

CUT-OFF DATE

Reservations by Group and attendees against the Guest Room Commitment must be received on or before **Monday, February 27, 2023** (the "Cut-Off Date"). At the Cut-Off Date, Hotel will review the reservation pickup for the Event; unreserved group rooms will be released back into the Hotels inventory for general sale. The release of the Group's guest rooms for general sale following the Cut-Off Date does not alter, adjust, or affect Group's obligation with respect to, the Guest Room Commitment.

Should the Group elect to utilize the 10% reduction of the contracted room revenue, the Group must notify the Hotel by the Cut-Off Date in writing. If Group does not notify Hotel in writing by the Cut-Off Date of their intent of reduction, they have waived the right of reduction.

RESERVATION METHOD

Individual Reservations/Rooming List must be made no later than: Monday, February 27, 2023

Reservations will be by: **Please Check one of the below**

☐ **Individual Call In** – Please contact the Hotel reservation line 760-683-5422. Once an individual reservation has been made, any changes should be made directly with our Group Reservations Department. A credit card number or 1 night's advance deposit will be required to secure a room out of this block. Cancellations must be received 72 hours prior to arrival, or 1-night room and tax will be assessed.

☐ Please check if you want a web link/page set up for your group

☐ **Rooming List** – You shall submit a rooming list to the Hotel at res@caperey.com. Please be sure to include name of attendees, arrival and departure dates, and if available, the times of arrival and departure.

Rooms must be cancelled 72 hours prior to arrival, or one night's room and tax will be billed to the credit card on file or master account if room and tax is taken care of by the group.

In the event of a no-show, all reserved nights of the reservation will be cancelled, and one night's room & tax charged to Master Account/individual.

GRATUITIES

The following are the recommended gratuities and will be at your guest's discretion:

Housekeeping Gratuity	\$2.00 (per room per night)
Porterage	\$8.00 (per person round trip)

FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by the Group, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

Date	Time	Event Class	Room	Setup	AGR	Room Rental
Thu, 03/30/23	7:30 AM - 8:30 AM	Breakfast	Sandpiper Terrace	Round Tables of 6	18	
Thu, 03/30/23	8:30 AM - 5:30 PM	Meeting	Sandpiper	Conference/Boardroom	18	\$300
Thu, 03/30/23	12:00 PM - 1:00 PM	Lunch	Sandpiper Terrace	Round Tables of 6	18	
Fri, 03/31/23	7:30 AM - 8:30 AM	Breakfast	Sandpiper Terrace	Round Tables of 6	18	
Fri, 03/31/23	8:30 AM - 5:30 PM	Meeting	Sandpiper	Conference/Boardroom	18	\$300
Fri, 03/31/23	12:00 PM - 1:00 PM	Lunch	Sandpiper Terrace	Round Tables of 6	18	

FOOD AND BEVERAGE MINIMUM

Group agrees that it will provide a minimum of banquet food and beverage revenue of \$3,000.00 (exclusive of applicable administrative charges and taxes) as part of the Event. If Group provides less food and beverage revenue, it agrees to pay Hotel the difference between what was actually spent on food and beverage as part of the event and the food and beverage minimum.

MEETING AND FOOD & BEVERAGE GUIDELINES

Due to licensing requirements and quality control issues, all food and beverage to be served on the Hotel property must be supplied and prepared by the Hotel. The Hotel reserves the right to terminate liquor service for individuals or for the entire Group at a function if it is determined minors are drinking, or if guests are intoxicated beyond the legal limit.

If you are planning on the service of alcoholic beverages, please be aware that our liquor license requires that beverages only be dispensed by our employees and bartenders. All alcoholic beverages and services are regulated by the State of California. As licensee, Cape Rey is responsible for the administration of these regulations. Therefore, no food, liquor, beer, wine or beverages may be brought on premises from outside sources.

All uncorked bottles and/or alcoholic beverages will not be allowed to leave the resort. Alcoholic beverage service will be denied to those people who appear to be intoxicated, unruly or under 21 years old. Cape Rey reserves the right to close the bar at any time necessary. Please notify your service manager if you are planning on bringing in your own wine. A \$25.00 corkage fee per bottle will apply, plus applicable service charge and tax.

The Hotel must be in receipt of the final minimum guarantee of the number expected for each private function no later than three (3) working days prior to the date of the function. After that time the Hotel will only accept increases to the guarantee. The number charged will be the guaranteed number or actual number served, whichever is greater.

All meeting room, food and beverage, audio-visual and related services are subject to applicable taxes (currently 7.75%) in effect on the date(s) of the event and subject to change without notice. Prior to the application of any taxes, all meeting room, food and beverage, audio-visual and related services will be subject to a 25% administrative charge. Please note that the administrative charge is not a gratuity or tip and, accordingly, is subject to all applicable taxes. A portion of this charge (currently 16.5% of food & beverage sales) will be distributed directly to food & beverage staff as additional compensation for their services, while the remainder will be applied to costs and/or expenses other than employee wages.

CONVENTION SERVICES

For your meeting and catered functions, our Convention Services Department will work with you from the inception of, during, and to the conclusion of your meeting. These services include such things as help in securing all of your audio/visual equipment, menu selection and general coordination of your meeting needs.

HOTEL POLICIES

1. Utilities: All electrical services and utilities, including phone, must be contracted through the Hotel.

2. Parking: Self-parking for hotel guests is available at a current charge of \$26.00 per day. Valet parking is available at the current charge of \$31.00 per day. *Please note parking rate and taxes are subject to change without notice.

3. Signage: Signs and banners are not allowed in the Hotel's public areas. In regard to the Group's function space, all signs must be professionally printed, and their placement and posting be pre-approved by an authorized Hotel representative. Nothing shall be posted, nailed, screwed or otherwise attached to walls, floors, or other parts of the building or furniture. Distribution of gummed stickers or labels is strictly prohibited.

4. Gift Bag Distribution: For any item/gift bag that you would like the front desk to handout to attendees, there is a \$3.00 fee per item. For any item/gift bag requested to be delivered to attendee guestroom, there is a \$4.00 fee per item. This fee is subject to change based on weight and exact details.

5. Shipping and Receiving: Due to limitations in secured storage space, the Hotel bill only accept packages as follows: Boxes/packages may be sent for arrival a maximum of 48 hours prior to Group arrival and must be marked with the following:

Responsible party's name

Company / Group Name

"Hold for Arrival date of " _____ "

There will be a handling charge as follows: boxes up to 36" x 24" x 24": \$5.00 per box; Larger boxes/display cases: \$25.00 per box. For other sized amounts, please consult the Hotel for pricing. Charges will be placed on maser account unless otherwise directed. Additional labor charges may be incurred depending on the size of the shipment at the discretion of the Hotel. The Hotel will not be responsible for any damages or loss to any package or boxes.

BILLING AND PAYMENT INFORMATION

Your program is not considered definite until Payment Information is received with the signed contract.

CREDIT CARD PAYMENT: A valid credit card authorization form will be submitted at the time of contract signature to secure deposits. Unless Direct Bill is approved, this card will be charged 7 days prior to arrival if full payment has not already been received. In the unlikely event the card would be declined, another method of payment must be received at that time.

PAYMENT OPTIONS: Please check all that apply;

For Credit Card Master Account:

- ☐ Credit Card- All Charges ☐ Credit Card- Deposits ☐ Credit Card- Room & Tax ☐ Credit Card- Banquet/AV
- ☐ Credit Card- Parking/Resort fee (master account)
- ☐ Individuals Pay Own Guestrooms & Incidental Charges (includes resort fee and parking unless noted otherwise)
- ☐ Individuals Pay Own Incidental Charges only (includes resort fee and parking unless noted otherwise)

DEPOSIT SCHEDULE: The below grid outlines the groups deposit schedule. In the event the Hotel does not receive such payments as set forth herein, the Hotel shall have the option of releasing your space by providing you with written notice, and you will remain liable for any cancellation and other similar charges provided in this Agreement

TYPE	AMOUNT	DUE DATE
Initial Deposit (non-refundable, non-transferable)	\$14,191.28	At Contract Signature
Final Estimated Balance	To Be Determined	7 Days Prior to Arrival

(Final Deposits amounts are estimates, based on the anticipated attendance that was discussed with your Catering Manager. These numbers may change based on your final Guaranteed Attendance to be given 72 business hours in advance of the event). If Direct Bill is approved for your group, the final estimated balance is due no later than 30 days after the event.

A 20% contingency fee will be charged at the time of the final deposit to cover any additional charges including but not limited to, consumption items, additional attendees, or guestrooms added to master account. At the end of your event, any funds not used will be refunded.

[[SertifilInitial_1]]

* Please initial here _____ that you understand the above deposit information and the due dates. Credit Card Authorization is required (on file) for any overages the night of the event if Direct Bill Application is not approved. Client gives hotel permission to charge credit card used for previous deposit(s) to fulfill future contracted deposit and payment obligations if an alternative method of payment is not received 7 days prior to event date.

FORCE MAJEURE

The performance of this Agreement by either party is subject to acts of God, government authority, disaster or other emergencies, any of which make it illegal or impossible to provide the facilities and/or services for your meeting. It is provided that this Agreement may be terminated for any one or more of such reasons by written notice from one party to the other without liability.

INSURANCE

The Hotel and the Group shall obtain and maintain and provide evidence of insurance upon request in amounts sufficient to provide coverage for any liabilities, which may reasonably arise out of or result from the respective obligations pursuant to this contract.

INDEMNIFICATION

Each party hereby agrees to indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action resulting from the gross negligence or intentional misconduct of such party or its respective officers, directors, employees, agents, contractors, members or participants (as applicable),

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[[SertifilInitial_1]]

[[SertifilInitial_2]]

[[SertifilInitial_3]]

INITIALS: _____ Katie Pokrywa _____ Sales Manager _____

provided that with respect to officers, directors, employees, and agents, such individuals are acting within the scope of their employment or agency, as applicable.

AFFIRMATIVE ACTION

EEO/AA Obligations: Davidson Hotels & Resorts is an equal opportunity employer and federal contractor or subcontractor. As applicable, the parties agree that they shall abide by the requirements of 41 CFR Section 60-1.4(a); 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action program and posting requirements, and that these requirements are incorporated herein. These regulations require that covered prime contractors and subcontractors ensure nondiscrimination and take affirmative action in employment to employ and advance qualified individuals without regard to sex, gender identity, sexual orientation, race, color, religious creed, national origin, physical or mental disability and protected veteran status.

AMERICANS WITH DISABILITIES ACT

Both the Group and the Hotel shall be responsible for compliance with the public accommodation requirements of the Americans with Disabilities Act as defined by law. The Hotel shall provide, to the extent required by the Act, such auxiliary aids and/or services as may be reasonably requested by Group for use in sleeping rooms and public areas of the hotel, provided that Group gives reasonable advance written notice to the Hotel of such needs. Group shall be responsible for the cost of any auxiliary aids and series (including engagement of and payment to specialized service providers, such as sign language interpreters), necessary for use in the meeting space used by the group, other than those types and quantities typically maintained by the Hotel.

ARBITRATION/DISPUTE RESOLUTION/ATTORNEY'S FEES

Any controversy, claim or dispute arising out of or relating to this Agreement, shall be resolved through non-binding mediation and/or binding arbitration conducted in accordance with the rules of the American Arbitration Association or JAMS in the State in which the Hotel is located. The law of the State in which the hotel is located will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or court proceeding, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. In addition, Group shall be responsible for payment of attorneys' fees and interest associated with the Hotel's efforts to collect monies owed under the terms of this agreement.

COMPLIANCE WITH LAWS

Group agrees to comply with all applicable U.S. federal, state and local laws governing the agreement and event, including any rules, regulations or requests of the U.S. Department of Homeland Security.

NOTICE

Any notice required or permitted by the terms of this contract must be in writing. Notice may be sent via facsimile transmission and will be considered effective as of the date and time of the facsimile confirmation of transmission.

WAIVER

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

PROMOTIONAL CONSIDERATIONS

We have the right to review and approve any advertisements or promotional materials in connection with your function that specifically references any name or logo of the Hotel.

SECURITY

Hotel is not responsible for any loss or damage to your property. If required, in our sole judgment, or 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 we are located, which agency will be subject to our prior approval. Such security personnel may not carry weapons. For the safety of persons and property, no fireworks or incendiary devices may be used indoor at the hotel. Group agrees to comply with all applicable federal, state and local laws, including health and safety codes and federal anti-terrorism laws and regulations including all provisions of the Patriot Act and regulations of the U.S. Department of Homeland Security and the Office of Foreign Assets Control. Group agrees to cooperate with Hotel and any relevant governmental authority to ensure compliance with such laws.

CANCELLATION

In the unlikely event that you should decide to cancel this event at any time after execution of this Agreement, the following cancellation charges will apply, which are not a penalty and represents a reasonable effort by the Hotel to establish its loss prospectively and are liquidated damages:

Date of Signature to arrival	\$12,772.15	(90% total revenue)
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These payments may be subject to the applicable taxes. Such payment shall be made by certified check or wire transfer and shall accompany your notice of the exercise of this cancellation option. Any attempted exercise of this right without the inclusion of payment, as set forth above, shall be invalid. Proper notice of cancellation is not default rather an exercise of a right under this Agreement to cancel this Agreement without any further obligations. Force Majeure- The performance of this Agreement by either party is subject to acts of God, war, government regulations, disaster, strikes, civil disorders, or other emergencies making it illegal or impossible to substantially perform this Agreement.

Given the difficulty of calculating the actual damages caused to Hotel by the cancellation, the parties agree that such liquidated damages are a reasonable approximation, are payable at the time of the cancellation.

Any deposits received will be credited against the cancellation fee. Payment of the cancellation fee is due at time of cancellation and will serve to liquidate any and all damages to the Hotel resulting from the cancellation of these arrangements.

SIGNATURES

Approved and authorized by California Pacific Charter Schools.

SIGNATURES

Approved and authorized by California Pacific Charter Schools.

[[SertifiSStamp_1]]

Name: Alexis Morfin
Title: Administrative Assistant

Signature: _____

Date: _____

Approved and authorized by Hotel:

[[SertifiSStamp_2]]

Name: Katie Pokrywa
Title: Sales Manager

Signature: _____

Date: _____

[[SertifiSStamp_3]]

Name: Rob Stirling
Title: Director of Sales & Marketing

Signature: _____

Date: _____

Contract signature due date **02/22/2023**



Credit Card Authorization Form

[[SertifiSignature_1]]

I, _____, hereby authorize Cape Rey Carlsbad Beach, a Hilton Resort & Spa to charge the following items to my credit card. (Please check all that apply):

Banquet Function (Room Rental, Food and Beverage plus 24% Service Fee & applicable tax)

[[SPLOField(1)Name1:T=C,O=No,E=true,R=false]]

Incidentals (telephone, movies....)

[[SPLOField(2)Name2:T=C,O=No,E=true,R=false]]

Audio Visual

[[SPLOField(3)Name3:T=C,O=No,E=true,R=false]]

Parking (Self)

[[SPLOField(4)Name4:T=C,O=No,E=true,R=false]]

Guest Room, Tax

[[SPLOField(5)Name5:T=C,O=No,E=true,R=false]]

Gift Card

[[SPLOField(6)Name6:T=C,O=No,E=true,R=false]]

FedEx Shipping Charge

[[SPLOField(7)Name7:T=C,O=No,E=true,R=false]]

Event Deposit

[[SPLOField(8)Name8:T=C,O=No,E=true,R=false]]

Food and Beverage (Restaurant, Bar, Room Service)

[[SPLOField(9)Name9:T=C,O=No,E=true,R=false]]

Authorization Amount not to exceed: [[SertifiLG_1]]

This Credit Card is to be used by the following guest(s), company or organization:

[[SertifiLG_1]]

[[SertifiLG_1]]

Name: _____ Arrival Date/Date of Event _____

[[SertifiPaymentAuth_1]]

The signature below authorizes Cape Rey Carlsbad Beach, a Hilton Resort & Spa to charge the credit card listed above for any charges not paid prior to a function or for guest rooms indicated at the Resort. If the cardholder has agreed to provide another form of payment but is unable to do so, this credit card will be charged immediately for any remaining balance (less deposits) incurred. Guest(s) with hotel rooms will also be required to present a valid credit card upon arrival.

[[SertifiSignature_1]]

[[SertifiDate_1]]

Cardholder's Signature _____ Date: _____

Please send copy of charges to:

[[SertifiCompany_1]]

[[SertifiLG_1]]

Company Name: _____ Attn: _____

[[SertifiLG_1]]

[[SertifiLG_1]]

Email Address: _____ Fax #: _____

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[[SertifiInitial_2]]

[[SertifiInitial_3]]

INITIALS: _____ Katie Pokrywa _____ Sales Manager _____