



**Excel Academy Charter School  
November 7, 2022 to November 9, 2022**

Thank you for choosing La Casa del Zorro Resort and Spa to host your stay. We appreciate your future visit to our beautiful oasis, and we are looking forward to partnering with you to continue the tradition of superior service in our relaxed desert setting, and to make your group's stay with us memorable and enjoyable.

Please take a moment to review your contract terms and conditions below:

<b>Room Types</b>	<b>Rate</b>	<b>Nov. 7, 2022.</b>	<b>Nov. 8, 2022</b>	<b>Nov. 9, 2022</b>		
Deluxe Pool View King Bed	\$278.00	4	4	C/O		
Deluxe Pool View Queen Queen Beds	\$278.00	7	7	C/O		

\*All room rates subject to 8.195% Occupancy Tax.  
\*All rooms subject to Daily Resort Fee, \$20.00.

**BILLING PROCEDURES**

**Estimated Lodging Charges:**

Est. Lodging	\$6116.00
Est. Lodging Tax (8.195%)	\$ 501.21
<u>Est. Resort Fee</u>	<u>\$ 440.00.</u>
<b>Est. Total</b>	<b>\$7057.21</b>

### **SLEEPING ROOM PERFORMANCE POLICY:**

The Total sleeping Room Nights Reserved under this Agreement will generate (\$xxxx) in revenue for the Hotel ("Anticipated Revenue"). If you do not use all of the sleeping rooms in your Room Block and the Hotel is unable to fill the unused rooms, you agree that the Hotel may suffer damages. Such damages will occur because the Hotel will have lost the opportunity to offer your unused rooms to others either individually or as part of another block and will incur additional costs in attempting to resell inventory that was already sold. The parties agree that the exact amount of such damages will be difficult to determine. The parties agree that the liquidated damages clauses provided for in this Agreement are a reasonable effort by the parties to agree in advance on the damages that the Hotel will suffer due to your lack of performance. Therefore, the parties agree that if the contracted Event is held as scheduled, Hotel will not seek damages for Group's failure to use and pay for the Total Sleeping Room Nights Reserved if Group achieves a minimum of 80% of the Anticipated Sleeping Room Revenue. Should Group achieve less than this amount and the Hotel is unable to fill the unused rooms to others, Group agrees to pay to Hotel, as reasonable liquidated damages and not a penalty, the difference between 80% of the Anticipated Sleeping Room Revenue and the actualized guest room revenue received by Hotel for rooms used and paid for as part of the official Room Block, minus the revenue from any unused rooms filled by the Hotel to others, plus any applicable state and local taxes as required by law, as a reasonable estimate of the Hotel's losses on sleeping rooms.

### **PAYMENT POLICY**

All Room Revenue (\$7057.21) and all Food & Beverage Revenue if applicable (under separate contract) to be paid within 24 hours of signed and dated contract return, All payments made by credit card only. Credit card will remain on file to cover any outstanding balances due at group's departure. Group must complete a Credit Card Authorization Form and provide all documentation required by said form.

### **ROOM and FOOD & BEVERAGE CANCELLATION POLICY:**

7 DAYS prior (11/01/22) to date of arrival (11/07/22) cancellation with no penalty. If canceled after 4pm, (11/01/22), penalty to be 100% of all Revenues (Rooms, Food & Beverage, Meeting Rooms) per this contract.

### **CHECK-IN / CHECK-OUT POLICY and LATE CHECK-OUT POLICY:**

Check-in begins at 4pm. If accommodations are available prior to 4pm guests can check-in (no earlier than 12 Noon). Hotel makes no guarantees of check-in prior to 4pm.

Check-out at 11am. Late check-out based on availability. Guest to check with Front Desk the morning of check-out. If available, late check-out to be extended one hour to 12 Noon at no charge. A Half Day Rate (half of Room Rate, Taxes and Resort Fee) will apply from Noon to 4pm. After 4pm Full Room Rate, Taxes and Resort Fee will apply, no exceptions.

**BOOKING AGREEMENT**

The above terms and conditions are currently being held by the hotel on a *tentative basis*. Please review the contract and the Hotel Policies page. To confirm this as definite, please sign this contract including the Hotel Policies page, complete the Credit Card Authorization Form, attach a copy of Credit Card and ID of person on card and return.

It is our hope that you find our unique property the perfect setting for your special event, and that we can move forward and be of service.

Best regards,

*Curly Williams, CHA*

Resident Manager  
Direct: 760-767-8131

On behalf of La Casa del Zorro Resort and Spa:

<b>Signature:</b>	<i>Curly Williams, CHA</i>
<b>Name:</b>	Curly Williams, CHA
<b>Title:</b>	Resident Manager
<b>Date:</b>	October 23, 2022

**Group Name:**

<b>Signature:</b>	
<b>Name:</b>	
<b>Title:</b>	
<b>Date:</b>	

# Hotel Policies

## **Finalization of Program**

- Final menu selections should be submitted Thirty days prior to the function to insure the availability of the desired menu items.
- Final attendance guarantees must be received 10 business days prior to your function. Attendance Guarantee may not exceed a 5% decrease/increase in the original estimation of attendees. If the guarantee is not received, the original expected or minimum amount will be used as the guarantee and the hotel will prepare the charges for the number of persons estimated on the contract. It is the responsibility of the group representative to provide the guarantee number.
- All food and beverage must be supplied and prepared by the Hotel. No outside food or beverage is permitted in any banquet or meeting room without prior written approval of the hotel. Unconsumed food is not permitted to be taken out of the hotel.
- All prices are subject to change.

## **Amendments to Program**

- If a change from the original room set-up is requested on the day of the function, an additional labor charge of \$100 will be added to the banquet check.
- Function rooms are assigned based on the anticipated number of guests. The hotel reserves the right to adjust room assignments based on your final guarantee and reserves the right to move functions to comparable meeting or banquet rooms other than those appearing on this contract. In the event of substantial fluctuations in the number of attendees, plus (+) or minus (-) 5%, the hotel also reserves the right to charge additional set-up, room rental, or menu pricing changes.

## **Cancellation of Program**

The client assumes responsibility for and will make payment based on estimated total revenues if the function is canceled. Please refer to the contract for the schedule of cancellation fees.

## **Billing Procedures**

- Upon signing the contract, we require a credit card, signed credit card authorization form, copy of ID, and copy of credit card to be attached for billing purposes. Deposits can be paid by check, if final bill upon check-out is not paid by credit card on file a check needs to be presented at time of check out.
- All banquet and meeting charges are subject to applicable service charges currently 22% and state and local tax currently 8%.
- A non-refundable deposit is required for all social functions, with payment of full estimated amount due 10 days prior to all social functions.
- The on-site contact or the designated representative at the completion of each event must sign all banquet checks. Any discrepancies in counts or charges should be identified and resolved at that time.

## **Hotel Approval**

- The hotel reserves the right to exercise final authority over bands, DJ's, musicians and other entertainment in regard to volume and professionalism, whether they are engaged by the customer or through the hotel. The hotel reserves the right to require security for any functions the hotel deems appropriate or necessary at the client's expense.
- Any items to be put on meeting room or lobby walls or any directional signs must be approved by the hotel. Any damage to these areas will be assessed to the client.

## **Specific Responsibilities of the Customer**

- Admittance to your function room for set-up and take down and meeting attendee arrivals and departures must coincide with the event times listed on the contract. Should any revisions at the beginning or ending times of an event be requested, the hotel will make every effort to accommodate the request. The hotel reserves the right to add additional room rental charges or set-up fees to the function should this occur.
- First 5 Boxes are complimentary, each package after that will be charged at \$7.50 each. The hotel must have prior notification of all incoming packages. A \$15 per day storage fee will be charged for packages received more than three days in advance. All packages must be addressed to the Banquet Department and marked with the name of the person in charge of the program, function name and date. The client is responsible for shipping instructions and payment for any packages to be shipped. All unlabelled materials will be discarded after 3 days. Any crates received will be charged at a \$75.00 per crate handling fee. Delivery trucks require a lift gate.
- The customer shall be responsible and reimburse the hotel for any damage or loss caused by any of the customer's guests or persons or organizations contracted by the customer to provide any service or goods before, during or after the function.

## **Specific Responsibilities of the Hotel**

- The Hotel assumes no responsibility for the damage or loss of any merchandise or articles brought into the hotel. Arrangements may be made for security by contacting your catering representative.
- The hotel shall not be liable for non-performance of the contract when such non-performance is attributable to labor troubles, disputes or strikes, accidents, government (Federal, State or Municipal) regulations of or restrictions upon travel or transportation, non-availability of food, beverage or supplies, riots, national emergencies, acts of God and other causes whether enumerated herein or not which are beyond the reasonable control of the hotel.

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Client Signature

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Date

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Client Print



## Credit Card Authorization

Please complete all of the information below for the authorization of your credit card. Failure to complete the required information will lead to the denial of credit card charging privileges. Please fax this form with the required information to 760-767-0300. If you have any questions, please contact us at 760-767-0100.

Guest/Group Name: Excel Academy Charter School Conf #: N/A

Arrival Date: Nov. 7, 2022 Departure Date: NOV. 9, 2022

Number of Rooms: 7 Rate: \$278.00 + Taxes + Resort Fee

I, \_\_\_\_\_, authorize the La Casa Del Zorro to charge my credit card for the following charges:

(Please circle all that apply)

- 1. Room Charge & Applicable Taxes
- 2. Food & Beverage Charges
- 3. Phone Charges
- 4. Banquet Event Charges
- 5. Meeting Room Rental
- 6. All Charges
- 7. Other (Please Explain) \_\_\_\_\_

Any additional individuals authorized to approve charges that will be charged to this credit card:

\_\_\_\_\_

Name as it appears on Credit Card: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_ Exp: \_\_\_\_\_

Credit Card Security Code Number: \_\_\_\_\_  
(3 digit code for VISA/MC on back of card; 4 digit code for AMERICAN EXPRESS on front of card)

Credit Card Billing Street Address: \_\_\_\_\_

City, State & Zip Code: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Card Holder's Signature: \_\_\_\_\_

**★ A legible copy of your driver's license or state issued identification card (with valid dates) and legible copy of the front and reverse side of your credit card must be returned with this authorization to process and complete your charge request. ★**