



13111 Sycamore Drive, Norwalk, CA 90650 t: 562 863-5555 f: 562 863-2535

## ROOMS AND MEETING AGREEMENT

This contract is between the California Automated Consortium Eligibility System, ("CalACES") and the DoubleTree by Hilton Los Angeles-Norwalk, and is intended to be helpful to us both and result in your satisfaction with our performance. "CalACES" herein referred to as the 'Group' agrees to the terms and conditions of this agreement based upon the information detailed below.

Organization:	California Automated Consortium Eligibility System
Contact Name:	Raychelle Menefee
Address:	11290 Pyrites Way, Suite 150 Rancho Cordova, CA 95670
Contact Phone Number:	(916) 851-3195
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### GUESTROOMS

**Dates: Wednesday, October 31, 2018 - Friday, November 2, 2018**

DoubleTree by Hilton Los Angeles - Norwalk - California Automated Consortium Eligibility Conference		
	Wed 10/31/2018	Thu 11/1/2018
<b>2 Double Beds Nonsmoking</b>	40	40
<b>1 King Bed Nonsmoking</b>	40	40
Rate Includes Breakfast Buffet		

	Single Rate	Double Rate	Triple Rate	Quad Rate
<b>2 Double Beds Nonsmoking</b>	139.00	139.00	149.00	159.00
<b>1 King Bed Nonsmoking</b>	139.00	139.00	149.00	159.00

**Total Guestrooms: 160**

**Total Guestroom Revenue: \$22,240**

**MAXIMUM OCCUPANCY:** King Room: 2 adults Double Beds: 4 Adults Junior Suite: 4 Adults

**Room rates are net, non-commissionable and subject to 10% occupancy tax and 0.20% tourism tax per room per night.**

Estimated Totals	
Total Guestroom Revenue	\$22,240.00
Minimum Food & Beverage Spend	\$10,000.00
Meeting Room Rental	\$00.00
Minus Deposit	(\$3,000.00)
<b>Total Anticipated Charges</b>	<b>\$29,240.00</b>
<small>(Total after Deposit Not Including Tax &amp; Service fees)</small>	

### TERMS & CONDITIONS

**RESERVATION METHOD:** Individual Call In

Please submit a *rooming list* to the Sales Department no later than 30 days prior to arrival date. If we do not receive them by the deadline date, the guest rooms we are holding are going back to our inventory and will no longer be available for your group.

Acknowledged Page 1 Sign Here \_\_\_\_\_

Friday, March 16, 2018



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**Please check:**

- ( ) All guest rooms and taxes are to be master billed for this group. Individual guests will be personally responsible for any incidentals that they may incur
- ( ) All guest room, taxes and incidental charges are to be billed to the master account.
- ( ) Each guest will be presenting their own mode of payment when the reservation is made. Contract signer is financially responsible for attrition damages if any and cancellation of entire contract if applicable.
- ( ) Others: Please specify: \_\_\_\_\_

**CUT OFF DATE: (30 days prior to arrival date)**

**Hotel agrees to hold your room block until CUT-OFF DATE of Monday, October 1, 2018.** At that time any unsold rooms will be released to the Hotel for general sale. Reservations received after the cut-off date will be on a space and rate available basis only.

**METHOD OF PAYMENT:** Payment of events by credit card will be charged 7 business days prior to your event date, unless Direct Billing has been established. A company check or certified check will only be accepted 21 days prior to your arrival and pending approval of the bank.

**ATTRITION:** This contract constitutes our mutual agreement for Company usage of total number of room nights stated above. Both contractual parties acknowledge and agree that there will be a loss incurred, by DoubleTree by Hilton Los Angeles-Norwalk should there be a reduction on the total number of room nights realized from this agreement. DoubleTree by Hilton Los Angeles-Norwalk will allow slippage up to 20% of the contracted room block without damages. If the number of room nights utilized falls below 80% of the total number of room nights contracted, attrition damages will apply. DoubleTree by Hilton Los Angeles-Norwalk will assess a charge equal to the agreed upon group single guest room rate stated on this contract multiplied by the difference between room nights and the actual number of rooms utilized.

**CANCELLATION POLICY: (Not applicable to Non Cancellable, Non Refundable Special Rates):** Group agrees that should it cancel its event for any reason, including changing its meeting site to another hotel, that DoubleTree by Hilton Los Angeles-Norwalk will suffer damages. The closer in time to the date of your event that a cancellation occurs, the less likely it is that DoubleTree by Hilton Los Angeles-Norwalk will be able to replace any or all of your business with comparable business. Therefore, the parties agree that Group will pay as liquidated damages to the DoubleTree by Hilton Los Angeles-Norwalk immediately upon notice of cancellation a percentage of the total revenues anticipated by the DoubleTree by Hilton Los Angeles-Norwalk for your event from meeting room rates, and food and beverage events set forth in your program as follows:

Cancellation <b>more than</b> 90 days before event date:	50% of estimated room and catering revenue
Cancellation <b>less than</b> 45 days before event date:	75% of estimated room and catering revenue
Cancellation <b>less than</b> 30 days before event date:	100% of estimated room and catering revenue

In the event that this meeting is canceled prior to the time that specific rates are agreed upon, menu prices are established, or meeting space rates are established, then our current menu prices and current meeting space rates, as set forth herein, will be used in calculating the DoubleTree by Hilton Hotel Los Angeles-Norwalk's anticipated gross revenues.

DoubleTree by Hilton Los Angeles-Norwalk will not consider notice of cancellation valid until written notice of cancellation is received by DoubleTree by Hilton Hotel Los Angeles-Norwalk. Payment will be made within 10 days of receipt of written cancellation.

**CHECK-IN TIME/CHECK-OUT TIME:** Our check-in time is 3:00pm and checkout time is 12 noon. Guests arriving before 3:00pm will be accommodated as rooms become available. Our Front Desk Staff can arrange to check baggage for those arriving early when rooms are not available and for guests attending functions on their day of departure.

**EARLY DEPARTURE FEE:** It is the responsibility of the Company to inform all attendees of our cancellation policy. DoubleTree by Hilton Los Angeles-Norwalk will impose a \$100.00 early departure fee for all guests who register for a specified length of stay and check out early.

**WALK POLICY:** Should the Hotel discover that a "walk" situation is possible, the Hotel will first notify so that it can take whatever measures are necessary to minimize any disruption. Notwithstanding this notification, however, if relocation of participants is inevitable, the Hotel agrees to provide the following arrangements for any participant who has previously guaranteed his/her room(s):

- a) Transportation to alternate hotels.
- b) Pay the first night's room and tax at the comparable property and pay for a three-minute long distance phone call to notify a family member or staff.



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**MEETING/EVENT**

**PROGRAM AGENDA:** Upon the signature of this Agreement, Hotel reserves and Group guarantees payment for the following meeting room space for the specified days/times:

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
11/01/18	8:00 AM	5:00 PM	Meeting	Chardonnay/Merlot	Crescent Rounds	150	Waived
11/02/18	8:00 AM	12:00 PM	Meeting	Chardonnay/Merlot	Crescent Rounds	150	Waived

**On 11/1/18 from 5PM – 9PM hotel will offer a special Happy Hour pricing in the Vineyard Foyer and Patio for Cal Aces attendees.**

You will be asked to sign Event Orders confirming the specific room set up details before your event. Should extensive meeting room set-ups or elaborate staging be required, there will be a set-up charge to cover DoubleTree by Hilton Los Angeles-Norwalk cost and additional labor. If equipment is necessary that exceeds DoubleTree by Hilton Hotel Los Angeles-Norwalk’s inventory, then Company agrees to pay for the cost or renting of additional equipment.

**DEPOSIT:** Hotel requires a non-refundable deposit of all estimated charges in the amount of **\$3,000** which the Hotel must receive by Monday April 16, 2018 in order to guarantee a hold on Group’s room block and/or meeting/event space. If Deposit is not received by the above date, Hotel will no longer be required to continue to hold the room block or meeting space requested by Group.

**FUNCTION SPACE:** Based on your requirements as you have indicated them to be, we have reserved the following program of function space needs. Specific meeting rooms cannot be guaranteed and are subject to change. The confirmed function space rental charges are noted on the Agenda. Based on a sleeping room and food and beverage usage as indicated in this contract and the other anticipated revenues that DoubleTree by Hilton Los Angeles-Norwalk will realize from this event, the function space for your program will be provided at the rates indicated on as noted on the agenda. Should these commitments not materialize; the charges outlined in the rental fee column will be assessed for function space, in addition to any damages owed under the Performance Clause.

The DoubleTree by Hilton Los Angeles-Norwalk understands the importance of your ability to use the function space held for your event without significant outside noise or other distractions. In the event such problems occur, hotel upon notification by Company will immediately take reasonable steps to prevent such noise or other distractions that are within the hotel’s reasonable control from continuing.

**BEGINNING AND END TIMES:** The Hotel agrees to provide the facilities and items as specified on this contract. The Hotel shall not be liable for delays caused by the organizers, acts of God, civil disturbance, other persons, utility interruption or, for delay caused by the late release of the assigned space by a prior occupant having been given proper notice by the Hotel. Company agrees to release any and all occupied function space and to remove all non-hotel property located therein at the end of the meeting time specified. If Company requests the use of the Hotel for any time beyond the hours of the function set forth, such request shall be subject to the approval of the Hotel, and the payment of overtime costs, fees, wages, and charges at the overtime rates in effect at the Hotel on the day of the function will be assessed.

**CATERING SERVICES:** A minimum commitment of **\$10,000 in food and beverage must be spent at your function** (the “Guaranteed Amount”). This Guaranteed Amount is not inclusive of Tax and Service Charges on Food & Beverage purchases only and does not include room rental, meeting space rental, labor charges, audio-visual, or any other miscellaneous charges incurred. Patrons are required to meet or exceed the Guaranteed Amount. Otherwise, any shortfall in attaining this minimum guarantee will be charged as meeting room rental. You will be asked to sign Banquet Event Orders confirming the specific room set up details before your event. Should extensive meeting room set-ups or elaborate staging be required, there will be a set-up charge to DoubleTree by Hilton Los Angeles-Norwalk cost and additional labor. If equipment is necessary that exceeds DoubleTree by Hilton Los Angeles-Norwalk’s inventory, then Group agrees to pay for the cost or renting of additional equipment.

**BANQUET PRICES:** Because food and beverage prices fluctuate in accordance with market conditions, menu prices for planned food and beverage functions will be established not earlier than six (6) months prior to your convention/meeting. Until specific menus and prices are established, DoubleTree by Hilton Hotel Los Angeles-Norwalk will compute any performance or cancellation damages due using the food and beverage minimum and number of attendees listed in the program schedule. The DoubleTree by Hilton Los Angeles-Norwalk is licensed to serve food and beverages. No food or beverages may be brought into the DoubleTree by Hilton Los Angeles-Norwalk by Group for service at this specific event.



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**SERVICE CHARGE:** A 22% of the food and beverage, audio-visual equipment, and room rental fee total, plus any applicable state or local tax, will be added to your account as a service charge. This service charge is not a gratuity and is to cover discretionary costs of the Event.

**SECURITY:** If required, in our sole judgment, 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 we are located, which agency will be subject to our prior approval. Such security personnel may not carry weapons.

**SAFETY:** For the safety of persons and associates of the DoubleTree by Hilton Hotel Los Angeles-Norwalk, no firearms, fireworks, noisemakers, TV Cameras, smoke machines or incendiary or mechanical devices are permitted anywhere on Hotel premises without prior written approval of Hotel management. You agree to indemnify us for any damage caused to any hotel property as a result of drayage related to your event, whether caused by you, your agents, employees, contractors, or agents.

For the safety of persons and DoubleTree by Hilton Hotel Los Angeles-Norwalk, no fireworks or incendiary devices may be used indoors at the hotel. You agree to indemnify us for any damage caused to any hotel DoubleTree by Hilton Los Angeles-Norwalk as a result of drayage related to your event, whether caused by you, your agents, employees, contractors, or agents.

**PERFORMANCE AND CANCELLATION POLICIES:** Upon signing of this contract, both you and DoubleTree by Hilton Los Angeles-Norwalk will have entered into a binding commitment. DoubleTree by Hilton Los Angeles-Norwalk is committed to provide and you are committed to use and pay for all of the accommodations and services set forth in this agreement. DoubleTree by Hilton Los Angeles-Norwalk has offered the favorable sleeping room rates and other concessions in this contract based upon the total anticipated revenues for your event. "Anticipated Revenue" includes revenue from the total sleeping room nights reserved on page 1 at the gross rates established herein (less complimentary rooms), food and beverage events at the minimum per person charge, meeting room rental as agreed and ancillary revenues which the hotel expects to receive from your attendees, such as telephone tolls, in-room movies, room service, outlet usage and similar charges. In states in which local law requires payment of taxes on damages, anticipated revenue will include tax.

Should you not utilize and pay for all of the commitments of this contract, whether due to reduction in size of your meeting, drop in attendance, change in food and beverage events or cancellation of the entire contract, you agree that the hotel will suffer damages. Such damages will occur because DoubleTree by Hilton Los Angeles-Norwalk will have lost the opportunity to offer your unused facilities 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 exact amount of such damages will be difficult to determine. Therefore, the parties agree that the following liquidated damage clauses are a reasonable effort by the parties to agree in advance on the amounts that will be paid by you in the event of either lack of performance or cancellation.

**PROMOTIONAL CONSIDERATIONS:** DoubleTree by Hilton Los Angeles-Norwalk has the right to review and approve any advertisements or promotional materials in connection with Company's function which specifically reference a name or logo owned by Hilton Hotel Hospitality Inc., including, but not limited to: Hilton, Hampton Inn & Suites, DoubleTree by Hilton, Conrad, Homewood Suites by Hilton, Hampton Inn or Embassy Suites Hotels.

**FORCE MAJEURE:** The parties' performance under this Agreement is subject to acts of God, war, government regulation, threats or acts of terrorism or similar acts, disaster, strikes (except those involving the Hotel's employees or agents), civil disorder, curtailment of transportation facilities, or any other emergency beyond the parties' control, making it inadvisable, illegal or impossible to perform their obligations under the Agreement. Either party may cancel the Agreement for any one or more of such reasons upon written notice to the other.

**AMERICAN WITH DISABILITIES ACT:** The DoubleTree by Hilton Los Angeles-Norwalk represents and Company acknowledges that beginning on January 1, 1992, and continuing thereafter in accordance with the compliance dates established or required under Title III of the Americans With Disabilities Act and the regulations promulgated thereunder ("ADA"), the DoubleTree by Hilton Los Angeles-Norwalk facilities being rented to Company under this Agreement, its guest rooms, common areas and its transportation services will be in compliance with the public accommodation requirements of the ADA.

**COMPLIANCE WITH LAWS:** Company agrees to comply with all applicable federal, state and local laws, including health and safety codes and federal anti-terrorism laws and regulations. Company agrees to cooperate with Hotel and any relevant governmental authority to ensure compliance with such laws. Company represents, warrants and agrees that it is 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



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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.

**INDEMNIFICATION:** The Group shall indemnify, defend and hold harmless Hotel from and against all claims, including reasonable attorney's fees, arising out of or caused by the California Automated Consortium Eligibility Conference "CalACES" negligence or willful misconduct in connection with this Agreement. This paragraph shall not waive any statutory limitations of liability available to California Automated Consortium Eligibility Conference "CalACES", nor shall it waive any defenses California Automated Consortium Eligibility Conference "CalACES" may have with respect to any claim. The Hotel shall indemnify, defend and hold harmless California Automated Consortium Eligibility Conference "CalACES" from and against all claims, including reasonable attorney's fees, arising out of or caused by the Hotel's negligence or willful misconduct in connection with this Agreement. This paragraph shall not waive any statutory limitations of liability available to Hotel, including Innkeeper's limitation of liability laws, nor shall it waive any defenses Hotel may have with respect to any claim. You agree 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 in the indemnification paragraph above, Premises-Operations, Broad Form Damage, and Personal and Injury Liability with limits not less than \$1,000,000.00 per occurrence, and, if applicable, Worker's Compensation insurance to statutory limits, Employer's Liability insurance with limits not less than \$1,000,000.00 per occurrence, and Automobile Liability insurance covering all owned, non-owned and hired vehicles with limits not less than \$1,000,000.00 per occurrence. You agree to include Hotel, Hilton and Hotel Owner in the General Liability policy as an additional insured thereunder. Your insurance will be considered primary of any similar insurance carried by us. You agree to deliver to us at least seven (7) days prior to your event copies of certificates of insurance for each policy required by us. If you use an outside vendor, contractor or service provider to deliver, set up and/or take down booths, exhibits, staging, equipment or for any other purpose, the vendor, contractor or service provider must maintain the same types and amounts of insurance as we require of you. Also, their insurance is primary to any similar insurance carried by us. The Hotel, Hilton and Hotel Owner must be named as an additional insured on the vendor's, contractor's or service provider's insurance. The vendor, contractor, or service provider must provide us certificates of insurance seven (7) days prior to the performance of their contract with you.

**ARBITRATION/DISPUTE RESOLUTION:** The parties agree that subject to the exclusion of intellectual 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 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.

**ATTORNEY'S FEES/COSTS:** 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 and expert witness fees, costs and pre and post judgment interest.

**SUCCESSORS AND ASSIGNS:** The commitments made by Company will be binding on its successors and assigns. In the event that Company assigns, sells, conveys, pledges or otherwise disposes of all or substantially all of its assets (collectively referred to as "assignment"), by operation of law or otherwise, this agreement and the obligations herein must also be assigned to and assumed by the successor organization, subject to approval by DoubleTree by Hilton Los Angeles-Norwalk. In the event such an assignment is contemplated, California Automated Consortium Eligibility Conference "CalACES" agrees to notify DoubleTree by Hilton Los Angeles-Norwalk at least thirty days in advance of the planned close of the assignment transaction of the entities involved. DoubleTree by Hilton Los Angeles-Norwalk will thereafter have 20 days in which to notify Company if assignment is approved.

**EFFECTIVE DATE OF COMMUNICATIONS/SIGNATURES SENT BY FACSIMILE:** The parties agree that for purposes of this contract and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by facsimile transmission will be considered as enforceable and valid as original signature by the party signing. The effective date of communications between the parties will be determined as follows:

1. Communications sent via U.S. Mail or private mail delivery service (i.e. Fed Ex) will be effective as of the date sent;
2. Communications sent via facsimile will be considered effective as of the date and time on the facsimile confirmation sheet retained by the sender.



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If the arrangements meet with your approval, please sign and return the enclosed copy to confirm the aforementioned no later than **Friday March 30, 2018**. Thank you very much for choosing the DoubleTree by Hilton Los Angeles-Norwalk. We look forward to the opportunity to host Company. In the interim, if I may be of further assistance, please contact me at (562) 863-5555 or by email at [christina.fortune@hilton.com](mailto:christina.fortune@hilton.com)

California Automated Consortium Eligibility System

DoubleTree by Hilton Los Angeles-Norwalk

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

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

Print Name: \_\_\_\_\_

Christina Fortune  
Group Sales Manager

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

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

DoubleTree by Hilton Los Angeles-Norwalk

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

Director of Sales & Marketing

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