

CATERING SALES EVENT AGREEMENT

HILTON SAN DIEGO BAYFRONT

ONE PARK BOULEVARD | SAN DIEGO, CA 92101

This Catering Sales Event Agreement
LLC ("Owner"), d/b/a Hilton San Diego Bayfront

Paloma High School

Sunstone Park Lessee,

Especially Prepared for:		Event & Hotel Information:	
Client Contact Name:	Kari Getchel	Name of "Event":	Paloma High School Prom
Title:	Student Advisor	Date(s) of Event:	May 30, 2015
Company Name:	Paloma High School	Post to Reader Board As:	Paloma High School Prom
Address:	31375 Bradley Rd	Hotel Contact:	Tracy Hiralez
City, State, Zip:	Menifee, CA 92584	Title:	Catering Manager
Phone:	951-672-6030	Phone:	(619) 321-4422
Email:	kari.getchel@puhsd.org	Email:	Tracy.Hiralez@Hilton.com

We are pleased to offer the following function space based on our understanding of your present needs. Please review the detailed information outlined within to assure that this accurately reflects your requirements.

SCHEDULE OF EVENTS AND FUNCTION SPACE CHARGES

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
Sat, 5/30/15	1:00 PM	7:00 PM	Setup	Aqua Salon	Round Tables of 8 - Dance Floor		
Sat, 5/30/15	1:00 PM	11:00 PM	Registration	Aqua West Foyer	Registration		
Sat, 5/30/15	1:00 PM	11:00 PM	Staff Room	Aqua 307	Special Setup Instructions		
Sat, 5/30/15	1:00 PM	11:00 PM	Storage Room	Aqua 305	Special Setup Instructions		
Sat, 5/30/15	1:00 PM	11:00 PM	Storage Room	Aqua 303	Special Setup Instructions		
Sat, 5/30/15	7:00 PM	11:00 PM	Outdoor Seating	Aqua Patio	Reception		
Sat, 5/30/15	7:00 PM	11:00 PM	Dance	Aqua Salon	Round Tables of 8 - Dance Floor	450	

The rates and concessions outlined in this Agreement are based on your guaranteed expenditure of a minimum of **\$17,500.00** in banquet food and beverage, excluding
Total Minimum Food and Beverage Revenue

GRATUITY AND SERVICE CHARGE: The combined gratuity and service charge that is in effect on the day of your Event will be added to your account. Currently, the combined charge is equal to **24%** of the food and beverage total, plus any applicable state and/or local taxes. A portion of this combined charge (currently **18%**) is a gratuity and will be fully distributed to servers, and where applicable, bussers and/or bartenders assigned to the Event. The remainder of the combined charge (currently **6%**) is a service charge that is not a gratuity and is the property of Hotel to cover discretionary and administrative costs of your Event. We will endeavor to notify you before your Event of any increases to the combined charge should different gratuity and/or service charge amounts be in effect on the day of your Event.

TAXES: In addition to the Total Minimum Anticipated Revenue for your Event, you agree to pay any and all applicable federal, state, municipal or other taxes, fees, or assessments imposed on or applicable to your Event. In the State of **California**, currently the sales tax rate is **8%**, and the hotel occupancy tax rate is **12.5%**.

EVENT PLANNER BONUS PROGRAM: Kari Getchel _____ for a qualifying event. The HHonors Account Number is _____. For this Event, Event Planner is eligible to earn one HHonors bonus point for every eligible dollar spent, up to a maximum award of 100,000 HHonors bonus points. Eligible revenue will include **Food, Beverage, Room Rental, and Sleeping Room Revenue Billed to the Master Account** up to a maximum of \$100,000 of eligible revenue. Full details and rules regarding the Event Planner Bonus Program are available by visiting www.hilton.com.

Summary Of Minimum Revenue Anticipated By Hotel From This Agreement	
Total Minimum Food & Beverage Revenue**:	\$17,500.00
Total Anticipated Room Rental Fees:	Waived When Food & Beverage Minimum is Met
"Total Minimum Anticipated Revenue":	\$17,500.00

** Does not include gratuities, service charges, labor fees, applicable federal, state or local taxes or any other fees outside of food and beverage product sales

** 2014 Prom Menu Pricing to be honored –
(3) Selections from Prom menu plus unlimited soft drinks & bottled water for \$42.00++ per person
**** Price to include Sweet Things Frozen Yogurt as prom menu item (2 Flavors, 5 Toppings)**

HOTEL'S CONCESSIONS:

Discounted Event Parking:

- Self-Parking: \$10 per car
- Valet Parking: \$15 per car

Overnight Parking

- Self-Parking: \$30 per car, per night



- Valet Parking: \$45 per car, per night
- **(20) Complimentary Self-Parking Validations to be Provided for Staff & Chaperones**

SECURITY: One Security Guard is required for every 125 Students attending event. This can be a Hilton Security Guards hired exclusively for your event at the rate of \$30 per hour, per guard (based on availability), or an outside licensed and insured Security Company.

ADDITIONAL CHARGES: In addition to the customary charges associated with your Event (for example, sleeping room rates, meeting room rental, banquet charges, audio-visual, etc.), the Hotel offers other services for which there may be fees either to the Group or the individual attendee (as applicable) and include, but are not limited to, the following: **Package Handling, Business Center, Sign Making, Banner Hanging, Telephone Rental, Private Locks, Electrical Power, Labor for Audio-Visual & Electrical Requirements, Parking, and Luggage Storage.** Prior to your Event, you may request that we disclose to you those potential additional charges that are in effect at the time of your Event.

LABOR CHARGE: We will add a **\$100.00** labor charge to your account if the guaranteed number for any organized food and beverage function that is part of your Event is less than **twenty five (25) persons.** This will be used to cover our administrative costs of the Event and will not be distributed as a gratuity to our employees working at your Event.

OPTION DATES: These arrangements are being held on a **first option basis** until **July 17, 2014** opportunities arise such that we are in a position to confirm immediately, you will be advised and given **72 hours**, or until the end of your Option Period (whichever is shorter) to confirm this Agreement on a definite basis by returning a signed copy of this Agreement to us, or to enable alternate dates to be researched and offered for your use. Please note that it is your responsibility to notify us if you need to request an extension of your Option Period. If we do not receive a signed copy of this Agreement by **July 17, 2014** we may, at our sole option and with no notice required, release this first option, or may continue to hold the arrangements, or may review and revise our rates. No cancellation fee shall apply if we release this first option.

ENTIRE AGREEMENT: This Agreement, together with the Standard Terms and Conditions (attached hereto and incorporated herein by reference), the below-referenced **Additional Terms and Conditions**, appendices, addenda and exhibits attached hereto (if any), upon signature by both parties below, constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by the parties. If this Agreement or any attachments thereto are returned signed but with changes, it shall not constitute an acceptance, but rather a counteroffer by you that may be accepted or rejected in writing by us in our sole discretion. Once both you and we sign this Agreement, all provisions reserved on your behalf will be *confirmed* and therefore subject to the terms of this Agreement.

ADDITIONAL TERMS AND CONDITIONS: By signing where indicated below, you are agreeing that in addition to the terms and conditions of this Agreement as outlined above, this Agreement is also comprised of all the general terms and conditions set forth in the Catering Sales Event Agreement – Additional Terms and Conditions (collectively, the "**Additional Terms and Conditions**") located on the following web site: <http://hiltondistribution.com/us-cateringsales/addlterms.htm>

The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign.

ACCEPTED AND AGREED TO:

GROUP:

Paloma High School

HOTEL:

Sunstone Park Lessee
d/b/a Hilton San Diego Bayfront

By: HLT Conrad Domestic, LLC, Managing Agent

By: _____
Kari Getchel, Student Advisor
Name: _____
Dated: _____

By: _____
Tracy Hiralez, Catering Manager
Name: _____
Dated: _____

ASSIGNMENT/CONFIRMATION OF FUNCTION SPACE: The Schedule of Events listed on the first page of this Agreement indicates the space that is tentatively being held for you and will be held on a definite basis upon signing of this Agreement by both parties. You agree to confirm with us the assigned function space before printing any materials listing specific meeting or function locations. If for any reason the function space reserved is not available for your Event, you agree that we may substitute space of appropriate size and comparable quality for your Event. Please contact the Hotel at least one month before your Event to review and confirm the details for your Event, including menus, decorations, entertainment and beverage service. Upon review of your Event requirements, Event Orders will be sent to you to confirm all final arrangements and prices, which Event Orders will serve as a part of this Agreement. If you do not advise Hotel of any changes on the Event Orders by the date requested by Hotel, you agree that the Event Orders will be considered accepted by you as correct and you will be billed accordingly.

GUARANTEE OF ANTICIPATED REVENUE: At least **72 hours (three days)** before your Event, you must inform us of the exact number of people who will attend your Event by contacting your assigned Catering Manager by phone. We will not undertake to serve more than **3%** above this guaranteed minimum. If the Event is held, but the Hotel does not realize the Total Minimum Anticipated Revenue from your Event, you agree to pay damages to the Hotel for lack of performance. The damages owed will be the amount necessary for the Hotel to receive no less than **100%** of the Total Minimum Anticipated Revenue from your Event (exclusive of gratuities, service charges, laHo es or any 19(o)34(t)9(h)19(e)19(r)34()24



charges or fines, penalties, and that is the subject of this Agreement

to the extent such any such Claim(s) arise out of the negligence

attendees. Nothing in this indemnification shall require you to indemnify the Hotel Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the Hotel Indemnified Parties. This section shall survive any termination or expiration of this Agreement.

INSURANCE: You agree to maintain insurance reasonably commensurate with all activities arising from or connected with your Event, including, but not limited to, general liability insurance, with limits not less than \$2,000,000 per occurrence, covering personal injury, property damage, and other liability arising from your Event, and you agree to add Hotel and Hilton Worldwide, Inc. as additional insureds under all applicable policies for your Event. With respect to any claims or other liability for which you are responsible, your insurance will apply as primary to any insurance maintained by the Hotel Indemnified Parties.

Please note that obtaining and maintaining appropriate insurance protects you by providing coverage to you by paying the Hotel for damages that occur during your Event and which you would otherwise be required to pay under the indemnification clause. For informational purposes only, single event rates, including from reputable online insurance providers. When purchasing single event insurance, you should select general liability and property damage coverage.

Hotel agrees to maintain general liability insurance with limits not less than \$5,000,000 per occurrence, covering liability for personal injury, property damage, liquor liability, and automobile liability, as well as Workers Compensation insurance per applicable laws and Employers Liability insurance. Upon written request, each party shall make evidence of coverage available to the other party. For hotels that participate in Hilt insurance program, proof of such insurance coverage is satisfied by a Memorandum of Insurance available at: <http://www.marsh.com/moi?client=0291>. The Hotel can confirm whether they participate.

GOVERNING LAW: The Agreement will be governed by and interpreted pursuant to the laws of the state in which Hotel is located, excluding any laws regarding the choice or conflict of laws.

DISPUTE RESOLUTION: The parties will use their commercially reasonable efforts to informally and timely resolve any dispute concerning any matter related to this Agreement by presenting the dispute to senior representatives of Hotel and Group for their discussion and possible resolution in the order set forth herein; *provided, however*, a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, and/or infringement of intellectual property rights shall not be subject to this provision. All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If within a period of thirty (30) calendar days after submission of a disputed matter in accordance with this clause, the respective senior representatives are unable to agree upon a resolution of such dispute, then either party may give notice to the other party of its intention to pursue arbitration. Arbitration of disputes arising out of or in connection with this Agreement will be resolved using one arbitrator before JAMS or American Arbitration Association in the state and city in which Hotel is located, or the closest available location. The parties further agree that in any arbitration proceeding, they may conduct reasonable discovery pursuant to the arbitration rules, and any arbitration award will be enforceable in State or Federal court.

COLLECTION/ATTORNEY'S FEES: The parties agree that if any dispute arises in any way relating to or arising out of this Agreement, the prevailing party in any arbitration or court proceeding will be entitled to recover an award of its attorney's fees and costs, plus pre and post judgment interest. If we retain the services of a collection agency or attorney to assist in the collection of any amounts due to us under this Agreement, you will pay all expenses incurred by us in such collection efforts.