



Hyatt Regency Sonoma Wine Country
 170 Railroad Street
 Santa Rosa, CA 95401 - USA
 707.636.7200 office 707.636.7277 fax

CATERING CONTRACT
 30935924

This Agreement is made and entered into as of 6/23/2023 by and between THI VI Sonoma Parent Lessee LLC d/b/a **Hyatt Regency Sonoma Wine Country** (hereinafter referred to as "Hotel") and PINER HIGH SCHOOL (hereinafter referred to as "Group"). Group agrees that the terms of this Agreement are based upon the information provided by PINER HIGH SCHOOL below. In the event that the information provided by Group materially change or is incorrect, then this Agreement may be terminated pursuant to Section 4.

SECTION ONE: DESCRIPTION OF THE EVENT

- ❖ **Event Name and general description of event:** PINER HIGH SCHOOL PROM
- ❖ **Contact Name:** Cimberlee Case, Social Science Teacher
- ❖ **Contact Phone:** 707-806-9324
- ❖ **Contact Address:** 1700 Fulton Road, Santa Rosa, CA 95403
- ❖ **Contact Email Address:** ccase@srcs.k12.ca.us

SECTION TWO: MEETING ROOM/BALLROOM AND CATERING SERVICES

2.1. **MEETING ROOMS:** Upon the signature of this Agreement, Hotel reserves and Group guarantees payment for the meeting rooms space for the days/times specified below. Hotel may change specific meeting room's space at its discretion. Group must obtain final approval from Hotel before publishing meeting room names. If Group modifies the Guaranteed Amount, the Hotel may increase meeting room rental accordingly.

Date	Start Time	End Time	Event	Room	Attendance	Room Rental
04-May	06:00 PM	11:00 PM	COAT CHECK	Chalk Hill	3	
04-May	06:00 PM	11:00 PM	STUDENT CHECK-IN	Alexander Valley Foyer	4	
04-May	06:00 PM	11:00 PM	PROM	Alexander Valley Ballroom	400	Waived with F&B Met

2.2 **FOOD & BEVERAGE**

- ❖ **GUARANTEED AMOUNT:** A minimum of **\$8,000.00** in food and beverage must be spent at your function (the "Guaranteed Amount"). This Guaranteed Amount does not include room rental, meeting space rental, administrative charge, tax and labor charges, audio-visual, parking or any other miscellaneous charges incurred. Group is required to pay Hotel the full Guaranteed Amount, regardless of whether Group actually charges that amount. Group must pay Hotel any amounts exceeding the Guaranteed Amount.
- ❖ **FOOD & BEVERAGE POLICY:** Due to licensing and insurance requirements, all food and beverage to be served on Hotel property must be supplied and prepared by Hotel. Bottled wine or champagne is an exception to this policy, however applicable per bottle corkage fees will apply. In addition, no remaining food or beverage shall be removed from the premises. At the conclusion of the function, such food and beverage become the property of Hotel. Food and beverage prices are subject to a 24% administrative charge, or prevailing, and current CA State tax. Group will have available an authorized representative who will be presented a check prior to the conclusion of the event. Such representative shall verify that all charges are correct and shall sign off on such check.

❖ **CONFIRMATION OF SET UP REQUIREMENTS:** To ensure a successful event, all function details, including menu selection, are due to your Catering Manager 30 days prior to arrival. Final menu items, room arrangements and other details pertaining to this function are to be outlined on Banquet Event Order(s). In addition, any decorations PINER HIGH SCHOOL wishes to bring into the hotel must first be approved by your Catering Manager.

❖ **GUARANTEE COUNTS**

In arranging for private functions, the final attendance must be received by the Catering Office no later than 11:00 a.m. three (3) working days prior to the commencement of the function. This number will be considered a guarantee, not subject to reduction, and charges will be made accordingly. If you do not provide the Catering Office with your guarantee by the deadline stated, your initial expected amount becomes your guarantee automatically. In addition, if this guarantee causes the revenue to fall below the amount listed in this agreement as the minimum revenue charge, the difference will be applied as “miscellaneous charges” on your final bill. Please provide the guarantees on the following days*:

Day of Function:	Guarantee due on the preceding:
Saturday, Sunday, Monday	Wednesday
Tuesday	Thursday
Wednesday	Friday
Thursday	Monday
Friday	Tuesday

❖ *National Holidays are not considered working days and should be taken into consideration when submitting guarantees.

2.3 SPECIAL CONCESSIONS

The Hyatt Regency Sonoma Wine Country agrees to the following:

- Self-parking will be discounted from \$18.00 to \$5.00 per car that is parked in the hotels lot. Validation stickers for the discount will be provided to the school’s on-site contact upon arrival to ballroom. The stickers are to be handed out at student check-in to those students who parked at the hotel.

SECTION THREE: BILLING/CREDIT PROCEDURES

3.1 **DEPOSIT:** Due to the long-term nature of this event, a deposit schedule is to be followed. All deposits are non-refundable in conjunction with the “Cancellation” clause unless conditions exist at the time of the event that fall under the Force Majeure section of this agreement. Accepted forms of payment may be cash, cashier’s check, or credit card. Personal checks are ONLY accepted with a minimum of 10 business days in advance of event date. Your remaining balance will be due no later than 3 business days prior to the scheduled event date. Should the Group fail to make any or all scheduled payments, the Hotel reserves the right to cancel the event. Please note: Regardless of your chosen form of payment, the attached Credit Card Authorization form must be completed and included with this signed agreement and shall serve as payment guarantee. By signing this contract Naomi Ruiz grant permission for Hotel to charge any amounts over due and payable.

Deposit Type	Due Date	Amount Due
Initial Deposit	06/30/2023	\$2,000.00
Estimated Final Payment	04/26/2024	Remaining Balance Due (including administrative charge and tax)

SECTION FOUR: CANCELLATION/MODIFICATION

4.1 **CANCELLATION:** If Hotel cancels this Agreement or is unable to provide the requested rooms or meeting space, Hotel will work with Group to arrange alternative, comparable space at the prices set forth herein. Hotel’s liability is limited to these remedies and Hotel shall not be liable for any consequential, punitive or special damages.

Group may cancel this contract without cause at any time prior to the event by paying to the other party liquidated damages (agreed not to constitute a penalty) based on the following scale:

Contract signing to 365 days prior to event date (25% guaranteed revenue)	\$2,000.00
364 days to 180 days prior to event date (50% of guaranteed revenue)	\$4,000.00
179 days to 90 days prior to event date (75% of guaranteed revenue)	\$6,000.00
89 days or less prior to event date (100% of guaranteed revenue)	\$8,000.00

Cancellations made under this provision shall be made by the Group to the Hotel by written notice and payment of the liquidated damages due at that time.

SECTION FIVE: MISCELLANEOUS

- 5.1 **SIGNS AND DISPLAYS/USE OF HOTEL NAME:** Group shall not display signs in Hotel nor use the name/logo of the Hotel in any brochures or ads without prior approval of the Director of Sales and Marketing. No sign, banner or display shall be affixed to any part of Hotel. Any damages caused to the walls, fixtures or carpet will be billed to Group.
- 5.2 **SECURITY:** Hotel may, in its sole discretion, require Group to take certain security measures in light of the size or nature of the function, which may include the requirement to hire sufficient security personnel from the Hotel or Hotel may allow Group to retain an outside service that meets required bonding and insurance requirements and is approved by the Hotel prior to the function. If Group hires an outside service in accordance with the above, Group must provide Hotel with a copy of the agreement, which shall indemnify the Hotel and its owner, and their parent, subsidiary and affiliated companies and their employees, representatives and agent, from and against any liabilities related to the services.

PARKING: Self-parking will be discounted from \$18.00 to \$5.00 per car that is parked in the hotels lot. Validation stickers for the discount will be provided to the school’s on-site contact upon arrival to ballroom. The stickers are to be handed out at student check-in to those students who parked at the hotel.

- 5.3 **SHIPPING AND PACKAGES:**
Group must notify Hotel in advance of any packages that will be shipped to the Hotel. Hotel has no responsibility or liability for such packages. Hotel package policy attached.
- 5.4 **SIGNING AUTHORITY.** The following individual has authority to sign for the Master Account and/or bind the Group:

Name: _____

Signature: _____

- 5.6 **HOTEL CONTACT/NOTICES:** All notices and other communications shall be in writing and delivered by hand, Federal Express, or certified or registered mail to the Group contact on the first page of this Agreement, or, if to the specified contact at the Hotel’s address. Hotel will not be bound by any notice unless delivered to Hotel in the manner specified herein.
- 5.7 **DAMAGE CLAUSE:** In the event damage to Hotel property occurs as a result of Group or its guests/invitees, Group assumes all liability and expense and agrees that, in addition to any other rights as against such guest or others, Hotel may charge Group’s Master Account or directly bill Group for all such charges. Group shall indemnify, defend and hold harmless Hotel and its officers, directors, partners, affiliates, members and employees from and against all demands, claims, damages to persons and/or property, losses and liabilities, including reasonable attorney fees (collectively “Claims”) arising out of or cause by Group’s negligence or intentional misconduct. Group does not waive, by reason of this paragraph, any defense it may have with respect to such claims.
- 5.8 **GROUP’S PROPERTY:** Group agrees Hotel will not be responsible for the safe-keeping of Group’s property or the property of its guests or invitees left in function rooms, or anywhere on Hotel property other than the Hotel safe. State laws govern Hotel’s liability for items stolen or kept in Hotel’s safe. Group is responsible to secure and provide insurance coverage for its property and hereby assumes responsibility for loss thereof. Group waives any claims under Hotel’s insurance policy for the loss of such property. Group may not rely on any verbal or written assurances provided by Hotel staff, other than as provided in this Agreement.
- 5.9 **FORCE MAJEURE:** The performance of this Agreement is subject to any circumstances making it illegal or impossible to provide or use Hotel facilities, including Acts of God, war, government regulations, disaster, strikes, civil

disorder or curtailment of transportation facilities. This Agreement may be terminated for any one of the above reasons by written notice.

- 5.10 **DISPUTE RESOLUTION**: This Agreement will be interpreted in accordance with the laws of, and the exclusive venue for any dispute shall be in, the county or city and State in which the Hotel is situated. The prevailing party shall be entitled to recover, in addition to damages, all legal costs and reasonable attorney fees as fixed by the Court, both at the trial and appellate levels, and in any bankruptcy case and post judgment proceedings. **To the extent allowed by law, the parties hereto hereby waive the right to a jury trial in any action or proceeding regarding this Agreement.**
- 5.11 **ENTIRE AGREEMENT**: This Agreement and any Exhibits hereto constitute the entire agreement between the parties and supersedes any previous communications, representations or agreements, whether written or oral. Any changes to this Agreement must be made in writing and signed by authorized representative of each party.
- 5.12 **MISCELLANEOUS**: The persons signing this Agreement each warrants they are authorized to bind the party for which they are signing. Any provision of this Agreement deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement.
- 5.13 **NO ASSIGNMENT**: Group may not assign or transfer this Agreement or any part thereof without the written consent of Hotel. Any such attempted assignment or transfer by Group may, at the option of Hotel, be deemed a cancellation of this Agreement by Group, in which case Group shall remain liable for all cancellation charged set forth herein.
- 5.14 **PAYMENT**: Payment of invoices is due upon receipt. Invoices unpaid after 30 days of the invoice date will incur a charge of the lessor of 18% or the highest amount allowed by law. Group shall be responsible for all collection or attorney fees and costs. No payment by Group of a lesser amount than any amount due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or letter shall be deemed an accord and satisfaction, and Hotel may accept such check or payment without prejudice to its right to recover the balance of amounts due any other remedies available to Hotel under this Agreement or in law or in equity. If the Master Account remains unpaid after 60 days, in addition to other remedies, Hotel may elect to cancel future arrangements, agreements or functions at the Hotel made by Group without penalty and upon written notice.
- 5.15 **COMPLIANCE WITH LAWS**. Group shall comply with all Federal, State and local laws, rules and regulations with respect to its activities on Hotel property, including obtaining any permits required for Group's activities during the event. Hotel may require Group to present proof of such compliance prior to the event. Group relies upon Group's attendance projections in reserving the appropriate room(s) and in observing all federal, state and local regulations regarding room capacity limitations and health, safety and fire codes. Hotel reserves the right to take all necessary actions to cause the event to be following all laws, rules and regulations, including (1) closing the Event, (2) requiring certain guests to leave the event, (3) restricting access to the event, (4) restricting the consumption of alcoholic beverages, and (5) monitoring the event. If the Hotel decides, in its discretion, to take any of the actions above, it shall do so without penalty and Group shall remain liable for all obligations under this Agreement.
- 5.16 **RIGHT OF INSPECTION/ENTRY**: Hotel has the right to enter and inspect all functions. If Hotel observes any illegal activity or activity that may result in harm to persons or objects, Hotel has the right to immediately cancel the event, in which case all of Group's guests and invitees must immediately vacate the meeting rooms. In such event, Group will remain liable for all fees under section 2.
- 5.17 **PERMITS/LICENSES**: In the event that the Groups' function requires a permit of license from any governing body, local, state or federal, the Group is solely responsible for obtaining such license or permit at Group's expense.

ACCEPTANCE OF CONTRACT

If a signed original of this Agreement has not been received by the Hotel prior to **Friday, June 30, 2023** Hotel shall have the right to contract with other parties for the use of the room block, meeting room and catering services without further notice to Group. In the event Hotel has a request for the rooms requested by Group prior to **Friday, June 30, 2023** and Hotel has not received Group's signed Agreement, Hotel will contact the Group for a decision. In such event, if Hotel does not receive Group's signed Agreement within five (5) business days, Hotel will have the right to contract with another party without any further notice to Group.

IN WITNESS WHEREOF, Hotel and Group have executed this Agreement in manner and form sufficient to bind them as of the date and year set forth on page one of this Agreement:

THI VI Sonoma Parent Lessee LLC
d/b/a **Hyatt Regency Sonoma Wine Country**

PINER HIGH SCHOOL

By: _____

By: _____

Name: Cristina M Cordero

Name: Nancy Thiele

Title: Sales Manager

Title: Business Office Manager

Date: _____

Date: _____

WORLD OF HYATT POINTS

Client Accepted Points

World of Hyatt Points, awarded through Hyatt Hotels & Resorts, are available to qualified meeting planners for business contracted through the sales and catering departments of all Hyatt hotels.

The client acknowledges that such points have been offered in connection with the services purchased under this Contract, and that client consents to the awarding of such points as set forth below. If the signatory of this Contract is one of the individuals listed below, such signatory, by signing this Contract, represents and warrants that he/she is authorized by client to accept such points. Once full payment is received by Hotel for the services purchased under this Contract, World of Hyatt Points will be awarded according to the World of Hyatt Program Rules to the following person(s), up to a maximum of two recipients:

Member Name or Charity Organization	Hyatt World of Hyatt Membership Number
1.	

(Points will be divided equally between/among the individuals listed above.)

_____ Accept

Client Declined Points

World of Hyatt Points, awarded through the Hyatt Hotels & Resorts, are available to qualified meeting planners for business contracted through the sales and catering departments of all Hyatt hotels.

The client acknowledges that such points have been offered in connection with the services purchased under this Contract, and, furthermore, that the client declines to receive such points.

_____ Decline