

# TEMECULA

— CREEK INN —

March 28, 2023

Ms. Sylvia Hinojosa  
Director or Purchasing  
Perris Union High School District  
155 E 4th Street  
Perris, CA 92570

Dear Sylvia,

Thank you for selecting Temecula Creek Inn as your choice for the Perris Union High School District scheduled on Tuesday, July 18, 2023.

**In order to secure your space on a definite basis, the Hotel will require a signed contract by Monday, April 24, 2023. An initial non-refundable payment of \$14,700.00 is also required. You will be receiving a separate email with a link to provide your deposit by credit card.**

Payment in full is due five business days prior to the event based on the estimated Food and Beverage referenced in the attached contract. All payments should be made by certified check or credit card (no personal checks).

We take great pride in our facilities, our staff and our service and we trust that all will meet with your approval. Our entire staff looks forward to welcoming you to the Hotel and serving you and your group.

Sincerely,

Devon Flood  
Catering Sales Manager  
Direct: 951-526-1214  
Email: dflood@tciresort.com

**Temecula Creek Inn**  
**CATERING EVENT BOOKING AGREEMENT**  
**Dated: Tuesday, March 28, 2023**  
**For: Perris Union High School District**  
**155 E 4th Street, Perris, CA 92570**

Your reservation for the private banquet function noted below is made upon and subject to the rules and regulations of the **Temecula Creek Inn** (the "Hotel") and the following conditions:

**1. SCHEDULE OF EVENTS:**

The schedule of events listed below indicates the space that is tentatively held for you. Upon receipt of the signed contract and initial deposit, your reservation will be confirmed. Once final arrangements have been made (approximately one month prior to your event), a Banquet Event Order ("BEO") reflecting all selections and requirements for your event will be prepared and sent to you for your review and approval. These BEO's must be signed and returned prior to the event and will be incorporated into this contract.

Date	Start Time	End Time	Function	Room	Setup	Exp	Room Rental
<b>Tuesday 07/18/23</b>	7:30 AM	9:00 AM	Breakfast	Olive Patio	Buffet	80	
<b>Tuesday 07/18/23</b>	8:00 AM	5:00 PM	Meeting	Olive Ballroom	Crescent Rds of 6	80	\$800
<b>Tuesday 07/18/23</b>	11:30 AM	12:30 PM	Lunch	Olive Patio	Rounds of 10	80	
<b>Wednesday 07/19/23</b>	8:00 AM	9:30 AM	Breakfast	Olive Patio	Buffet	80	
<b>Wednesday 07/19/23</b>	8:00 AM	5:00 PM	Breakout	Sage Ballroom	Classroom	80	\$700
<b>Wednesday 07/19/23</b>	8:00 AM	5:00 PM	Meeting	Olive Ballroom	Crescent Rds of 6	80	\$800
<b>Wednesday 07/19/23</b>	8:00 AM	5:00 PM	Meeting	The Quarry Room	Existing	30	\$300
<b>Wednesday 07/19/23</b>	11:30 AM	12:30 PM	Lunch	Olive Patio	Rounds of 10	80	
<b>Wednesday 07/19/23</b>	2:30 PM	3:30 PM	Break	Olive Ballroom	Existing	80	
<b>Thursday 07/20/23</b>	8:00 AM	9:30 AM	Breakfast	Olive Patio	Buffet	80	
<b>Thursday 07/20/23</b>	8:00 AM	5:00 PM	Breakout	Sage Ballroom	Classroom	80	\$700
<b>Thursday 07/20/23</b>	8:00 AM	5:00 PM	Meeting	The Quarry Room	Existing	30	\$300
<b>Thursday 07/20/23</b>	8:00 AM	5:00 PM	Meeting	Olive Ballroom	Crescent Rds of 6	80	\$800
<b>Thursday 07/20/23</b>	11:30 AM	12:30 PM	Lunch	Olive Patio	Rounds of 10	80	
<b>Thursday 07/20/23</b>	2:30 PM	3:30 PM	Break	Olive Ballroom	Existing	80	

**\*Room Rental of \$4,400.00 with \$25,000.00 Food & Beverage Minimum (plus applicable service charge & sales taxes).**

A 23% Service Charge & 8.75% state and local sales tax will be added to all food and beverage charges. Current sales tax will be applied in strict accordance with State and local tax regulation on all other charges. Taxes, assessments and service charges are subject to change, without prior notice.

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Client Initial:

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**2. DEPOSITS:**

In order to secure space on a definite basis, the Hotel requires your signed Booking Agreement and initial **non-refundable deposit**, which will be credited towards the total charges of your event:

Transaction Type	Charge Type	Date	Amount
	Initial Deposit	4/24/2023	\$14,700.00
Balance of estimated function cost required 5 business days prior to the event.		7/11/2023	Final Estimate

Payment in full is required no less than 5 business days prior to your event. For your convenience, deposits may be made by credit card. **Please note that final payment must be made by cash, certified check, cashier's check, money order or credit card.**

If we have not received your signed confirmation and deposit by the initial deposit due date, the space will be automatically released for general sale. If cancellation occurs within 90 days of the event date, you will be responsible for 100% of the estimated charges. It is understood by both parties that each deposit is non-refundable and will be forfeited should **Perris Union High School District** cancel all or part of the program.

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**All deposits are non-refundable. INITIAL: \_\_\_\_\_**

**3. AUTHORIZATION TO CHARGE CREDIT CARD:**

You agree to maintain a current credit card account on file with Hotel. In the event that you have any outstanding invoices or items which are more than 30 days past due, the Hotel shall have the right to bill such past due amount to your credit card. Any payments not made within 30 days of the date of the invoice will accrue interest at the rate of 18% per annum or the maximum amount allowed by law. The Hotel will establish a Master Account(s) for billing items you specifically determine.

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**\*CREDIT CARD AUTHORIZATION, LAST PAGE, MUST ACCOMPANY THIS SIGNED AGREEMENT. INITIAL: \_\_\_\_\_**

**4. CANCELLATION:**

The parties agree and understand that in the event of a cancellation, the Hotel's actual damages would be difficult to determine. Therefore, should it be necessary for you to cancel the event after the contract has been signed, the Hotel will be entitled to liquidated damages based on the following scale:

Receipt of Cancellation Notice by the Hotel	
0 - 90 Days	100% of Contracted Site Rental, Food & Beverage Minimums
91 - 120 Days	75% of Contracted Site Rental, Food & Beverage Minimums
121 - 180 Days	Damages equal to initial deposit

Payment for liquidated damages due as a result of cancellation of this contract shall be made at the time of cancellation. The Hotel will attempt to resell the cancelled space; however, the Hotel's ability to resell cancelled space greatly diminishes the closer the cancellation occurs to the scheduled date.

**5. SERVICE CHARGE/STATE SALES TAX:**

Room rates are subject to the prevailing room tax. Food and beverage, as well as all hotel purchases are subject to state sales tax. A service charge is applied to all private food and beverage functions and is subject to state sales tax. Current taxes and service charges are as follows:

Room Tax	12.45%
State Sales Tax	8.75%
Service Charge	23%

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Taxes, assessments and service charges are subject to change, without prior notice.  
The Service Charge is subject to applicable Sales Tax (California State Board of Equalization Regulation Code 1603).

**6. FINAL & GUARANTEED NUMBER OF ATTENDEES:**

The guaranteed number of attendees must be communicated to the Catering office no less than five business days prior to the event. Upon receipt of attendance counts, the number cannot be reduced. The final count is required five business days prior to the function. The final guarantee must meet or exceed the Food and Beverage Minimum of \$25,000.00 (plus applicable service charge & sales taxes) referenced in Section 1 of this contract. A 5% allowance in food preparation over the guaranteed number will be given on all events. In the event a final guarantee figure is not supplied, the estimated number of attendees will be considered the final guarantee. You will be charged for the number of meals served or the number of meals guaranteed whichever is greater.

**7. ROOM RENTAL AND ATTENDANCE GUARANTEES:**

Room rental of \$4,400.00 (plus applicable service charge & sales taxes) is charged based upon the above reserved function space and Food and Beverage Minimum collected. The meeting/function room(s) designated for your event carries a minimum and a maximum attendance number. If your final guaranteed number is lower or higher than these numbers, the Hotel reserves the right to transfer your party to another function room and/or charge a rental (or additional rental) based on the prevailing Hotel rental schedule.

**8. ROOM RENTAL INCLUSIONS :**

Guest Tables, Standard Linens, Banquet Chairs, Choice of Traditional Napkin Colors, China/Flatware/Glassware, Pens, Pads & Water Station

**9. GUEST ROOM BLOCKS:**

On-property guest room availability is not guaranteed. Guest rooms are booked separately from the Catering event, as listed in the Agenda above. Unavailability of on-property guest rooms does not change the signed Catering Agreement, and any cancelled or changed dates, will be subject to applicable fees and penalties. Guest Room Blocks may be reserved for out of town guests. Rooms Blocks are considered 10 rooms or more, per night. Weekend's and Holiday's will require a 2-night minimum length of stay. All rooms are subject to availability and cannot be guaranteed unless a room block has been contracted. Group rates will apply for 10 rooms or more. Please contact the Group Sales Department to inquire about rates and availability.

**10. PRICE INCREASES:**

Prices quoted reflect menu prices currently in effect at the time of event booking and may be used as an estimate. You agree that such prices are subject to change and actual prices charged will be those menu prices in effect at the time the event takes place. Menu prices are guaranteed up to three months prior to the event.

**11. OVERTIME:**

Banquet servers are scheduled for a 3-hour period for breakfast and lunches and a 4-hour period for reception/dinners. If these time frames are exceeded, an overtime fee of \$20.00 per server, per hour, will be charged to your account; for all Social and Corporate Catering Events. Catering events include service for the time contracted in the above reserved function space. If these time frames are exceeded, an overtime fee of \$1,000.00 per hour will be charged to your account. In addition, set up times are scheduled as contracted in the above reserved function space. Should additional time be necessary, additional fees may be applied.

**12. SET-UP CHARGE:**

Any personal Décor-Related items not previously discussed with the Catering Manager, provided for set-up and placement at the event, are subject to a \$150.00 per hour labor fee (minimum of one hour charged).

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**13. DISPLAYS/DECORATIONS/ENTERTAINMENT:**

The Hotel assumes no responsibility whatsoever for equipment, displays and/or decorations etc., brought to the Hotel by you or a third party engaged by you. Any leftover items must have a designated person to take at the end of the event.

**14. OUTSIDE FOOD AND BEVERAGE:**

No food or beverages of any kind can be brought into the Hotel by you without the written permission of the Hotel and are subject to such service and/or labor charges as are deemed necessary by the Hotel.

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**15. ALCOHOLIC BEVERAGES:**

Prices are quoted on a per drink basis or a per person, per hour basis. Wine and champagne are charged by the opened bottle. The Hotel reserves the right to refuse service to guests who appear to be intoxicated or under the age of 21 years.

**16. INDEMNIFICATION:**

To the maximum extent permitted by law, Perris Union High School District agrees to indemnify, defend and hold harmless the Hotel, the owner and manager of the Hotel, and their respective employees and agents against any and all demands, claims, actions, causes of action, loss or damage to persons or property, liabilities and costs, including, without limitation, reasonable attorney's fees arising out of or connected with Perris Union High School District event, including the use of the services and facilities of the Hotel by Perris Union High School District , Perris Union High School District 's attendees, invitees or any contractors or third party service providers hired or engaged by Perris Union High School District , except those claims arising out of the gross negligence or willful misconduct of the Hotel. The provision of this section shall survive the performance and expiration of this Agreement.

**17. RISK OF LOSS:**

By entering into this Agreement, Perris Union High School District assumes and accepts the risk of loss for any and all damages caused by Perris Union High School District and Perris Union High School District individual attendees registered and staying at the Hotel and/or entitled to attend Perris Union High School District 's function held at the Hotel. Such risk of loss shall include property damage, personal injury and economic damage incurred by or at the Hotel as the result of actions or inactions of Perris Union High School District and its attendees, guests and invitees.

**18. INSURANCE:**

Perris Union High School District and Hotel each shall carry adequate property, comprehensive general liability and other insurance sufficient to cover the risks of the parties in the performance of this Agreement and, upon request: each agrees to provide the other with evidence of such insurance.

**19. PERSONAL BELONGINGS:**

Items left behind at the conclusion of your event are not the responsibility of the Hotel. It is your responsibility to secure personal items delivered to the functions. With advanced notification, the Hotel may assist in the movement of items to the curbside but only under your direct supervision or someone you have selected from your party.

**20. INCLEMENT WEATHER:**

If you are planning an outdoor function, the Hotel assumes no responsibility for inclement weather conditions. The catering event will be held in the designated area unless inclement weather forces the function to be held inside an available ballroom. Should a ballroom be unavailable, tenting can be arranged at an additional expense.

**21. OUTDOOR EVENTS:**

The Hotel will not be responsible for any golf interference with your event or held liable for any property damage or personal injury to you or your guests as a result of errant golf balls. All outdoor

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entertainment must conclude by 9:00 p.m. on the Plaza Patio, Olive Patio & Creekside Guest House; and 10:00 p.m. on The Meadows; and 12:00 a.m. at the Stone House (unless otherwise contracted). Music at the Plaza Patio, Olive Patio, Creekside Guest House & The Meadows venues may not exceed a maximum of 75 decibels.

**22. FORCE MAJEURE:**

The Hotel is not liable for its failure to perform under this contract if such failure is due to circumstances beyond its control, including but not limited to, acts of God, travel or transportation restrictions, shortage of commodities or supplies to be furnished by Hotel, labor problems, governmental regulations, utility shortages or restrictions, or any other causes beyond its control or interfering with performance, whether enumerated herein or not. Client agrees and acknowledges it shall hold Hotel harmless in the event of a Force Majeure event.

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**23. COVID-19 Clause**

The Client and Hotel acknowledge that at the time of signing this Agreement COVID-19 - Coronavirus disease exists and continues to persist in California. In the event the COVID-19 pandemic continues to exist or becomes worse, at Hotel's sole and exclusive determination, the Hotel shall have the right to exercise the Force Majeure Clause provision which will entitle Hotel to alter or terminate this Agreement in its entirety, which may result in a refund of any deposits less any expenses incurred by the Hotel up to the date of the termination or changing of the Event dates. Client fully understands and acknowledges Hotel will take reasonable steps necessary to inform Client of a Force Majeure event with as much notice as possible.

The contract, and any Addendums attached hereto, shall be considered accepted once both parties have signed below and the appropriate deposit has been received by the Hotel.

*Temecula Creek Inn:*

*CLIENT:*

*Devon Flood  
Catering Sales Manager*

*Sylvia Hinojosa – Director of Purchasing  
Perris Union High School District*

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**CREDIT CARD AUTHORIZATION**

Event Name: Perris Union High School District

Event Date: Tuesday, July 18, 2023 to Thursday, July 20, 2023

Cardholder Name: [[SFLD:CardholderName:L=20,H=10,M=50,R=True]]  
(as it appears on card)

Last 4 of Credit Card Number Used in Sertifi: [[SFLD:CardNumber:L=20,H=10,M=4,R=True]]

I authorize Temecula Creek Inn to charge the credit card previously captured in Sertifi, the Hotels secure online credit card processor, for all outstanding balances.

Signature of Card Holder: [[SertifiSignature\_1]]

*Thank you for your assistance. We look forward to hosting your event.*