

GROUP AGREEMENT

GENERAL INFORMATION			
Especially Prepared for:	Perris Union High School District	Agency of Record:	N/A
By:	Anita Ruslander, Senior Sales Manager Direct Phone: 619-358-6012 Direct Fax: (619) 358-6123 E-Mail: aruslander@wyndham.com	Function:	Perris Union High School District
Contact:	Alejandra Garcia Job Development Specialist Phone Number: (951) 943-6369 E-Mail: alejandra.garcia@puhsd.org	Headquarters Hotel:	Wyndham San Diego Bayside 1355 North Harbor Drive San Diego, CA 92101 Main Phone: (619) 232-3861 Main Fax: (619) 358-6123
Contract Contact:	Sylvia Hinojosa Director of Purchasing Email: sylvia.hinojosa@puhsd.org Address: 155 E. 4th St., Perris, CA 92570	Dates Rooms Reserved:	September 13-15, 2022

This Agreement is made and entered into on **Wednesday, August 10, 2022**, by and between Wyndham San Diego Bayside (“Hotel”) and Perris Union High School District (“Group”). The Hotel and the Group may be collectively referred to as the “Parties.”

The following arrangements have been reserved for you on a first option basis. The Hotel sales representatives are authorized to negotiate rates and reserve your space requirements. Only when you and all of the Hotel’s authorized representatives identified on the signature page have executed this Agreement is there a binding agreement. Any changes, additions, addendums, oral terms and conditions, stipulations, or corrective lining out by you will not be binding to the Hotel until such changes have been approved by the Hotel in writing by the Hotel’s Director of Sales and Marketing. If this Agreement is returned signed but with changes, it shall not constitute an acceptance, but rather a counteroffer by you, which may be accepted or rejected by the Hotel in its sole discretion.

If we do not receive this Agreement executed by you on or before **August 15, 2022**, this option shall terminate and the Hotel shall have the right to contract with other parties for the use of all or part of the room block and other facilities described in this Agreement, without any further notice or obligation to you.

In the event we have a request from another group for your dates prior to **August 15, 2022**, and we have not received your acceptance, we will contact you for a decision. If we do not receive your signed acceptance within 48 hours after the notice to you, we may contract with another party, without any further notice or obligation to you.

The Hotel is presently holding the following for the Group’s use:

	Tue 9/13/22	Wed 9/14/22	Wed 9/15/22
Run of House	32	32	Check-out

Total Group Room Nights: 64

GUEST ROOM RATE SCHEDULE

Your confirmed room rates are exclusive of taxes, other charges and fees, and are set forth below:

	Single Occupancy	Double Occupancy	Triple Occupancy	Quad Occupancy
Run of House	\$219.00	\$219.00	\$239.00	\$259.00

Optional Upgrades: Superior Skyline View rooms are available for an additional \$20/night or Premium Bay View rooms for an additional \$40/night, based on availability.

The Group rates may apply to a limited number of Group guests three (3) days prior to and subsequent to Group's event, subject to Hotel room and rate availability.

Group rates are net non-commissionable.

Room rate includes the following;

- Complimentary airport shuttle service for San Diego Intl. Airport (shuttle departs every half hour from 6am-12am)
- Complimentary WI-FI in all guestrooms
- Complimentary coffee and tea service in each guest room
- Complimentary admission and use of Fitness Center facilities

TAXES AND SERVICE CHARGES

The above quoted room rates are also subject to any applicable city, county, state or federal taxes or other Hotel imposed fees that may apply at the time of room occupancy. Currently, the tax rate is 12.75% (10.5% City Occupancy Tax, 2% San Diego Tourism Authority Marketing Assessment, and .25% California Tourism Fee).

Further, in addition to any other charges, the Hotel's standard service charge, currently twenty-five percent (25% subject to change without notice), plus any applicable tax, shall apply to all food and beverage charges, audio visual, meeting room - exhibit space rental and all miscellaneous charges.

ROOM BLOCK ATTRITION

This Agreement is based in part on Group's use of 64 room nights, the Group Block as defined above. Group shall have the right to reduce your Room Block ten (10%) without penalty up to cut off date, based on the following scale:

WRITTEN NOTICE RECEIVED FROM YOUR ORGANIZATION:

From Signature to Wednesday, August 24, 2022 prior to scheduled meeting date

ALLOWABLE ATTRITION:

10% of Contracted Room Block

Should your actual Room Block pick-up fall short of the allowed reductions set forth above, Group agrees to pay the Hotel the average room rate set forth in this Agreement, per day, plus applicable taxes and other fees, for each room below the allowed reduction that is not utilized by Group, which shall be charged to Group's Master Account. The Parties agree that these sums are not a penalty and represent a reasonable effort on behalf of the Hotel to establish its loss prospectively and represent liquidated damages.

RESERVATION CUT-OFF DATE

A cut-off date of Wednesday, August 24, 2022 at 5:00pm PST applies for guest room accommodations. Only Group rooms reserved with guest name and guaranteed as of 5:00pm PST on the Reservation Cut-Off Date will be

considered reserved Group rooms as part of this Agreement, and Group shall remain responsible for payment of the remainder of the Room Block, less any allowed attrition. Reservations and substitution requests received after the Reservation Cut-Off Date shall be handled on a space and rate availability basis. Should the Hotel determine that any portion of Group's Room Block not confirmed as of the Reservation Cut-Off Date is available for resale; rooms will be sold on a last sell basis. The Hotel will attempt to sell the unused portion of your Room Block in accordance with the Room Block Attrition paragraphs above.

RESERVATION PROCEDURES

Rooming List:

Group shall submit a rooming list to the Hotel by Wednesday, August 24, 2022, and include the attendee's name, and arrival and departure dates. The rooming list must either be guaranteed to the master account or include for each guest a valid credit card number, expiration date, and card holder's name. Rooming list must be presented in Hotel approved Excel format.

Other Reservation Terms:

All rooms included in the Room Block are required to be guaranteed with a valid credit card, unless they will be guaranteed by the master account by the Reservation Cut-Off Date. Individual guest cancellations will be accepted up to seventy-two (72) hours prior to arrival; however, Group's Room Block and attrition obligations shall not be modified. Individual no-shows will be charged to the reservation method of guarantee on file.

The Hotel will charge an early departure charge in an amount equal to the Group's negotiated group rate plus applicable tax, for all guests who depart one or more days prior to their scheduled departure date after check-in. Any deposit will be credited against any early departure charge and the charges for the first night shall be included on the guest bill. However, any such charge or refund shall not alter, release or negate the Group's attrition obligations of this Agreement and any such canceled room shall be considered an "unused" room for purposes of such section.

Group shall pay for all no-shows that occur for the period of your Room Block for all rooms guaranteed to the master account, in addition to any attrition fees required by this Agreement. Such charges shall be added to and payable as a part of Group's Master Account. All reservations guaranteed to the Master Account are held for late arrival. Any changes or requests received after the cutoff date may be accepted on space and rate availability, at the Hotel's discretion. Additionally, any guaranteed reservations that fail to arrive will result in a charge of the room and tax to your Master Account.

GROUP DEPOSIT POLICY

It is our understanding that attendees will be responsible for incidental charges only. **Room and tax charges to be billed to Group's Master Account.** A major credit card is required to guarantee the Group Master Account (check will be provided by group for the total amount; once account is settled in full the credit card deposit will be refunded).

CHECK-IN/CHECK-OUT

The Hotel's check-in time is 4:00pm. Check-out time is 11:00am. Should you or your guests arrive prior to that time, all reasonable efforts will be made to accommodate you.

SPECIAL CONCESSIONS

The Hotel is pleased to extend the following concessions:

- Overnight Self-Parking: \$39/Night

WYNDHAM EVENT REWARDS

Wyndham Rewards Account # _____.

Planners earn points through *go meet* on qualifying revenue – which includes the rates of ten or more sleeping rooms on at least one night, meeting room rentals or qualified food and beverage charges. There is no minimum spend requirement and no maximum point limit. Event guests who are members of Wyndham Rewards and who are paying for their rooms directly earn a minimum of 1,000 Wyndham Rewards points on a qualified stay. Wyndham Rewards will become null and void if information above is not completed at time of signature of this contract.

FOOD AND BEVERAGE POLICIES

Food and beverage purchased through the Hotel may not be removed from the premises. All food and beverage served in the meeting and function rooms must be purchased through the Hotel and dispensed only by Hotel servers. Provisions of the Hotel’s liquor license prohibit patrons from providing alcoholic beverages from outside sources. If alcoholic beverages are served on the Hotel premises (or elsewhere under the provision of the Hotel’s liquor license), the Hotel is required to request proper identifications (photo identification of anyone of questionable age) and refuse alcoholic beverage service to any person who fails to present proper identification or who appears to be intoxicated, according to the Hotel’s discretion, consistent with the applicable state regulations.

Because of our legal liability for all food and beverage served on our premises as well as licensing restrictions, all food and beverages of any nature must be supplied by the Hotel. It is expressly forbidden that any foods be prepared or cooked in any guest room or hospitality suite at any time. The Hotel must approve in writing, at all times, any externally catered functions planned to be held on its premises, and reserves the right to withhold approval. The Hotel will require that beverages be dispensed only by the Hotel servers and bartenders when alcoholic beverages are to be served on the Hotel premises (or elsewhere under the Hotel’s alcoholic beverage license). In accordance with the state and local law, it is the Hotel’s policy to (a) request proper identification (photo I.D.) of any person of questionable age and refuse alcoholic beverage service if the person is either under age or proper identification cannot be produced and (b) refuse alcoholic beverage service to any person who, in the Hotel’s sole judgment, appears intoxicated. Failure to comply will result in a minimum service fee of \$2,500.00, which will be applied immediately to the received form of payment.

TOTAL ANTICIPATED REVENUE FIGURE

Based on the provisions of this contract, Hotel anticipates that your meeting will generate **\$15,803.04** in revenue from the provision of Guestroom Revenue. This figure shall be referred to herein as the “Anticipated Revenue Figure.” All revenue figures are inclusive of occupancy tax.

CANCELLATION POLICY

In the event the Group should decide to cancel this Agreement prior to the initial arrival date of the Group, the Hotel will necessarily incur damages including, for example, having turned away other Groups or guest room reservations, the ancillary revenue associated with each guest room, meetings or functions, including the additional food and beverage revenue generated for the Hotel.

Upon entering into this Agreement, the Hotel is removing the Room Block and meeting and/or exhibit space from its inventory for your use. In the event these reserved facilities and related services are not used by you, the Hotel will experience significant financial losses.

Notwithstanding any other provisions of this Agreement, the Group shall have the right to cancel this Agreement for any reason without cause, upon written notification, sent by facsimile, email and certified mail, to the Hotel at any

time prior to the event and upon payment of an amount expressed below:

WRITTEN NOTICE RECEIVED FROM YOUR ORGANIZATION:

LIQUIDATED DAMAGES:

30 Days or less from scheduled arrival date

90% of Total Anticipated Revenue

These liquidated damages are subject to any local or state taxes.

The Parties agree that these sums are not a penalty and represent a reasonable effort on behalf of the Hotel to establish its loss prospectively and represent liquidated damages.

Payment of such liquidated damages shall be made by credit card, certified check or wire transfer and must be received by the Hotel with written notice of the exercise of this cancellation option. Any attempted exercise of this right without written notice and the required payment, as set forth above, shall be invalid. Proper notice of cancellation, with payment, is not a default but rather an exercise of a right under this Agreement to cancel this Agreement without any further obligations.

INDEMNITY

Each party shall indemnify, defend and hold harmless the other party, its directors, officers, employees, agents, members, parent company, partners, general partners, successors, assigns, predecessors, affiliates and related companies from and against any and all actions, causes of action, claims, demands, liabilities, losses, judgments, damages or expenses and charges of any kind or nature including interest, reasonable attorneys' fees and other costs, expenses and charges which the other may at any time incur, sustain or become subject to by reason of any claim or claims:

- 1) arising out of the indemnifying party's breach of any provision, warranty or representation of this Agreement;
- 2) arising out of the indemnifying party's willful acts or omissions, negligence, or other similar wrongdoing; or
- 3) arising from the indemnifying party's failure to comply with any law or regulation, unless caused by the other.

The terms of this Section shall survive the expiration or termination of this Agreement. For the purpose of this Indemnity, the parties agree that the Hotel Parties indemnified include the following: The Hotel, and Wyndham Hotel Management, Inc. Group agrees that any breach or acts and omissions of its contractors, subcontractors, employees, agents and vendors on Hotel premises constitute Group's breach, acts or omissions for the purpose of this indemnity.

PAYMENT TERMS

The Hotel accepts all major credit cards, corporate or cashier's checks for payment. If you elect to pay with a credit card, you authorize the Hotel to bill the credit card for applicable charges. Advance payment for your event, by Hotel-approved method including major credit cards, will be required in accordance with the following schedule:

Charge Type	Date	Amount
Initial Deposit	Due 8/15/22	\$2,500.00
Final Deposit	Due 8/24/22	Balance of Master Account

Full prepayment of all estimated charges by a Hotel approved payment method must be received by date noted above. In the event any payment is not timely received by the Hotel or Group fails to timely perform any other obligation set forth herein, Group shall be in breach and the Hotel may, at its sole discretion, have the option of attempting to resell Group's guest rooms and meeting space by providing you with written notice, and Group shall remain liable for any cancellation and other similar charges provided in this Agreement.

Any remaining balance of your Master Account, or any other sum due the Hotel, will be due upon receipt of an invoice from the Hotel unless a specific payment deadline is referenced in this Agreement. You can elect to settle any Hotel invoice with a major credit card or corporate/cashier check. For any charges that remain unpaid after thirty (30) days from the date of the invoice or the payment due date, Group agrees to pay a late payment charge equal to the lesser of 1½% per month, or the highest rate permitted by law, shall be applied on the remaining balance until paid in full, plus reasonable costs of collection, including reasonable attorneys' fees and costs. We will request that you review your Master Account with the Hotel Accounting Department prior to your departure. You can elect to settle any Hotel invoice with a major charge or credit card.

AMERICANS WITH DISABILITIES ACT

The Hotel wishes to make its facilities reasonably accessible by persons with disabilities as required by Title III (Public Accommodations and Services Operated by Private Entities) of the Americans with Disabilities Act. As soon as practical, the Group will identify and notify the Hotel in writing thirty (30) days prior to arrival of any participant of the Group has a special need. The Group will be responsible for making all auxiliary aids and services available to its participants who indicate they have a special need, except for those reasonably provided by the Hotel. The Group shall pay for any extraordinary costs, determined by the Hotel, for such auxiliary aids unless otherwise agreed upon by both the Group and the Hotel.

INSURANCE/SECURITY

The Hotel is not responsible for property (including, without limitation, equipment, supplies, written materials and all valuable items) brought onto or stored on the Hotel's premises by the Group or its guests, vendors, exhibitors or attendees, and it is the responsibility of the Group to obtain or maintain any insurance coverage on such property. Accordingly, the Group agrees that it will be the Group's responsibility to provide security and secure any such aforementioned items and Group hereby assumes the responsibility for the loss thereof. The Group shall give written notice of this policy to all vendors, exhibitors or attendees that are to utilize meeting and function space in the Hotel in connection with the Group's function. The Group shall furnish evidence of liability insurance coverage to the Hotel upon request, and in the event that the Hotel reasonably determines it to be necessary, shall name Wyndham Hotel Management, Inc. as "additional" insured on such policy or policies. Furthermore, the Hotel may require the Group to provide additional security for Group's event, in sufficient numbers as determined by Hotel, and at Group's expense.

NOTICES

Any notices to the Hotel shall be delivered to Wyndham San Diego Bayside, attention Brad Baer, General Manager and Alexandra Stamm, Director of Sales and Marketing, and should reference this Agreement. Any notices should be sent to the following address: 1355 North Harbor Drive, San Diego, CA 92101. Notices sent by U.S. Mail, certified with first class postage prepaid, shall be deemed given four (4) business days after deposit. Notices given by hand delivery or electronic transfer shall be deemed given upon actual receipt.

GOVERNING LAW/VENUE

This Agreement shall be governed by the laws of the State of California as to all matters, including but not limited to matters of validity, construction, performance and remedies. Venue of any suit or action arising out of or relating to this Agreement shall be in San Diego, California and you hereby waive any and all objections to jurisdiction or venue.

FORCE MAJEURE

The performance of this Agreement by either Party is subject to acts of God, war, government regulations, disaster, strikes, civil disorder, terrorism, complete curtailment of transportation, or other emergencies making it illegal or impossible to substantially perform this Agreement. In such an event, prompt notice shall be given by the Party canceling pursuant to this section. The Party seeking cancellation of performance under this provision must exercise due diligence and take all reasonable steps to avoid, remove and overcome the effects of the force majeure event. For the purpose of this section, terrorism is defined as acts of persons acting on behalf of or in connection with any organization which carries out activities, intended to cause serious bodily injury, within the United States which are directed toward the overthrowing or intimidating of the United States government by violence or other force. War is that which is declared by Congress.

WYNDHAM AND HOTEL NAME AND LOGO

The images, names and logos of the Hotel and of Wyndham are exclusive property of the Hotel, Wyndham Hotel Group, Inc., WHG TM Corp. and Wyndham Hotels and Resorts, LLC, and their subsidiaries and affiliates, respectively. Any unauthorized use of these names and logos is prohibited. Group shall submit any and all materials that include the name of the Hotel and obtain written authorization before same are reproduced from the Hotel. Director of Sales and the Hotel must be copied on all mailings that include the name of the Hotel. Any use of the images, names and/or logos without written approval must be reprinted and mailed at Group’s expense.

PYROTECHNICS AND PROHIBITED ACTIVITIES AND SUBSTANCES

Group covenants and agrees that Group: (a) shall strictly comply with all laws, orders, rules and regulations relating to the use and occupancy of the Hotel property, (b) will not allow the Hotel property to be used for any purpose other than the specific use permitted under this Agreement, (c) will not permit the Hotel property to be used for any improper, unlawful or objectionable purposes and (d) will not cause, maintain or permit any nuisance in, on or about the Hotel property.

GENERAL TERMS

This Agreement constitutes the entire understanding between the Parties and supersedes any previous communications, representations, or agreements, whether written or oral.

This Agreement shall be binding upon the executors, administrators, assigns and successors of each Party hereto; however, this Agreement may not be assigned or transferred by Group without Hotel’s express written consent.

The persons executing this Agreement set forth below represent and agree that he/she has all requisite legal power and capacity to execute this Agreement and bind the Parties hereto, and this Agreement constitutes a valid and binding obligation of Perris Union High School District enforceable against Perris Union High School District in accordance with its terms.

The Group agrees to abide by all city, state and federal rules and regulations related to smoking on the Hotel property, to apprise its members and attendees of such laws, and to fully comply with said regulations and requirements.

If these arrangements meet with your approval, please sign and return one of the originals to attention of the Sales Representative. Acceptance will occur upon receipt of an original or an email, facsimile (fax) transmittal of a fully signed original by the Hotel. If an email, fax transmittal is used by either Party, then the email, fax copy shall serve as an original until an actual original is executed and received by both Parties.

IN WITNESS WHEREOF, the Hotel and Perris Union High School District 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.

Perris Union High School District

Wyndham Hotel Management, Inc.

Signatures for: Perris Union High School District - Wyndham San Diego Contract.pdf

Name	Email	IP Address	Date Signed	Signed
Sylvia Hinojosa	sylvia.hinojosa@puhsd.org	204.100.211.10	8/11/2022 2:59:10 PM	Electronically
Anita Ruslander	aruslander@wyndham.com	76.87.150.165	8/12/2022 1:22:13 PM	Electronically

By:
Brad Baer

Anita Ruslander on behalf of Brad Baer

Title: General Manager

Date: 8/15/22
