



TEMECULA

CREEK INN

May 09, 2022

Ms. Helene Astorga
Perris Union High School District Administrators Retreat
155 E 4th Street
Perris, CA 92570

Dear Helene,

Thank you for selecting Temecula Creek Inn as your choice for the Perris Union High School District Administrators Retreat scheduled on Tuesday, July 19, 2022.

In order to secure your space on a definite basis, the Hotel will require a signed contract by Monday, May 23, 2022. An initial non-refundable payment of \$11,925.00 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: 951-365-5398
Email: dflood@tciresort.com

Temecula Creek Inn
CATERING EVENT BOOKING AGREEMENT
Dated: Monday, May 09, 2022
Perris Union High School District Administrators Retreat
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	Agr	Room Rental
Tuesday 07/19/22	7:30 AM	8:00 AM	Breakfast	Olive Ballroom	Crescent Rds of 6	80	
Tuesday 07/19/22	8:00 AM	3:30 PM	Meeting	Olive Ballroom	Crescent Rds of 6	80	\$800
Tuesday 07/19/22	12:00 PM	1:00 PM	Lunch	Olive Patio	Rounds of 10	80	
Tuesday 07/19/22	3:00 PM	3:30 PM	Break	Olive Ballroom	Existing	80	
Tuesday 07/19/22	3:00 PM	8:00 PM	Reception Food	The Meadows	Reception	80	\$650
Wednesday 07/20/22	7:30 AM	8:00 AM	Breakfast	Olive Ballroom	Crescent Rds of 6	45	
Wednesday 07/20/22	8:00 AM	3:30 PM	Meeting	Olive Ballroom	Crescent Rds of 6	45	\$800
Wednesday 07/20/22	8:00 AM	5:00 PM	Breakout	Creekside	Existing	12	\$500
Wednesday 07/20/22	12:00 PM	1:00 PM	Lunch	Olive Patio	Rounds of 10	45	
Wednesday 07/20/22	3:00 PM	3:30 PM	Break	Olive Ballroom	Existing	45	
Thursday 07/21/22	7:30 AM	8:00 AM	Breakfast	Olive Ballroom	Crescent Rds of 6	85	
Thursday 07/21/22	8:00 AM	3:30 PM	Meeting	Olive Ballroom	Crescent Rds of 6	85	\$800
Thursday 07/21/22	8:00 AM	4:30 PM	Breakout- Business Services	The Quarry Room	Existing	14	\$300
Thursday 07/21/22	12:00 PM	1:00 PM	Lunch	Olive Patio	Rounds of 10	85	
Thursday 07/21/22	3:00 PM	3:30 PM	Break	Olive Ballroom	Existing	85	

*Site Rental of \$3,850.00 with \$20,000.00 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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INITIAL: _____

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Client Initial:

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The guaranteed number of attendees must be communicated to the Catering office no less than five business days prior to the event (7/14/22). 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 \$20,000.00 (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 \$3,850.00 (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).

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.

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Client Initial:

Mgr:

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16. INDEMNIFICATION:

To the maximum extent permitted by law, Perris Union High School District Administrators Retreat 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 Administrators Retreat event, including the use of the services and facilities of the Hotel by Perris Union High School District Administrators Retreat, Perris Union High School District Administrators Retreat ’s attendees, invitees or any contractors or third party service providers hired or engaged by Perris Union High School District Administrators Retreat, 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 Administrators Retreat assumes and accepts the risk of loss for any and all damages caused by Perris Union High School District Administrators Retreat and Perris Union High School District Administrators Retreat individual attendees registered and staying at the Hotel and/or entitled to attend Perris Union High School District Administrators Retreat’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 Administrators Retreat and its attendees, guests and invitees.

18. INSURANCE:

Perris Union High School District Administrators Retreat 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 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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INITIAL: _____

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, experiences a second wave, 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 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.

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[[Certifinitial_2]]

Client Initial:

Mgr:

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Temecula Creek Inn:

*Devon Flood
Catering Sales Manager*

[[SertifiSignature_2]]

Signature

[[SertifiDate_2]]

Date

CLIENT:

*Helene Astorga
Perris Union High School District Administrators
Retreat*

[[SertifiSignature_1]]

Signature

[[SertifiDate_1]]

Date

[[SertifiInitial_1]]

[[SertifiInitial_2]]

Client Initial:

Mgr:

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RELEASE, WAIVER, INDEMNIFICATION, AND COVENANT NOT TO SUE – COVID 19

TEMECULA CREEK INN

This is a legally binding Release, Waiver, Indemnification, and Covenant Not to Sue (collectively, “Release”), made voluntarily by Perris Union High School District Administrators Retreat (“Group”) the undersigned, to the Temecula Creek Inn (“TCI”), the Pechanga Band of Luiseño Indians, Pechanga Development Corporation, Pechanga Resorts Incorporated, and all other entities or instrumentalities of the Pechanga Band of Luiseño Indians (collectively, “Pechanga”).

Group agrees that it is personally responsible for its actions and safety, as well as the actions and safety of those participating in the “Event” at the TCI. Because the TCI is open for use by other individuals, Group recognizes that Group may be at a higher risk of contracting the novel coronavirus (“COVID-19”) and Group hereby assumes that risk. Group agrees to comply with all TCI policies and rules, including all policies, guidelines, signage, and instructions related to COVID-19 mitigation such as social distancing, mandatory face coverings, etc.

The Group acknowledges and is fully aware of the risks involved with group events during the current pandemic and hereby releases, waives, discharges, and covenants not to sue TCI, its officers, agents, and employees (collectively the “Released Parties”) from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained related to COVID-19 other than by gross negligence caused solely by the Released Parties. Group acknowledges and is aware of all applicable COVID-19 mandates and accept the risks.

Group agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made against any of the Released Parties due to anyone in the Group’s bodily injury, death, loss of use, monetary loss, or any other injury from or related to Group’s use of the TCI facilities, amenities, equipment, or materials, other than by gross negligence caused solely by the Released Parties.

By signing below Group acknowledges and represents that it has read the foregoing Waiver of Liability, understand it and signs it voluntarily. Group is sufficiently informed about the risks involved in using the TCI to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; Group is executing this document for full, adequate, and complete consideration fully intending to be bound by the same and bind the Group. Group agrees this Wavier of Liability shall be governed by and construed in accordance with all applicable law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Wavier of Liability as a whole. Nothing in this Release is intended to nor may be construed as waiving Pechanga’s sovereign immunity.

READ CAREFULLY AND UNDERSTAND BEFORE SIGNING

[[SertifiSignature_1]]

[[SertifiDate_1]]

Signature

Date

[[SertifiLG_1]]

Print

[[Sertifiinitial_1]]

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Client Initial:

Mgr:

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TEMECULA

CREEK INN

CREDIT CARD AUTHORIZATION

Event Name: Perris Union High School District Administrators Retreat

Event Date: Tuesday, July 19, 2022

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]]

Fax completed form to (951) 365-5561 OR Email completed form to dflood@tciresort.com

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

[[SertifiInitial_1]]

Client Initial:

[[SertifiInitial_2]]

Mgr:

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