

# CATERING SALES EVENT AGREEMENT

## Embassy Suites La Jolla

Embassy Suites La Jolla's goal is to be the Hotel of choice for catered events, and we know that by delivering the service and product you expect, it is likely you will return and you will tell others about your positive experience.

CLIENT ("You")		HOTEL ("We")	
Client Name:		Hotel Name:	Embassy Suites La Jolla
Title:		Address:	4550 La Jolla Village Dr
Company Name:		City, State, Zip:	San Diego, California, 92122
Address:		Catering Manager:	Michelle Meza
City, State, Zip:		Title:	Catering Manager
Phone:		Phone:	858-431-2115
Fax:		Fax:	858-431-2004
Email:		Email:	

**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		
FUNCTION:		
DAY/DATE/YEAR		NUMBER OF PEOPLE EXPECTED:
START TIME:	END TIME:	RENTAL FEE:
ROOM NAME*:		FOOD & BEVERAGE ANTICIPATED REVENUE**:
ROOM SET-UP:		

*\*Subject to change*

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

*The terms and conditions of this agreement between you and the Hotel are intended to clarify and communicate the commitments between the two parties to assure the result of your event is to your expectation.*

**1. ASSIGNMENT/CONFIRMATION OF FUNCTION SPACE:** You agree to confirm with us the assigned function space before printing any materials listing specific meeting or function locations. The schedule of events listed above, indicates the space that is tentatively being held for " " and will be held on a definite basis upon signing of this contract by both parties. 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, Banquet Event Orders ("BEO") will be sent to you to confirm all final arrangements and prices. These BEO's must be signed and returned prior to the event and will serve as a part of this agreement. .

**2. GUARANTEE OF ANTICIPATED REVENUE:** At least 72 hours (three business days) before your event, you must inform us, in writing, of the exact number of people who will attend your event. If the event is held, but the Hotel does not realize the total revenue anticipated from your event, you agree to pay performance damages. The damages owed will be the amount necessary for the Hotel to receive no less than 80% of the total anticipated revenue from your event. You will be charged based on the event guarantee that you give us or the anticipated revenue indicated at the time you signed this agreement, whichever is greater. We will not undertake to serve more than 3% more than this guaranteed minimum.

**3. DEPOSITS/TAXES:** We may request that you pay a deposit of 25% of the estimated dollar value of the event when you sign this agreement. . In addition to the anticipated charges set forth in the schedule of events, you agree to pay separately any and all federal, state, municipal or other taxes imposed on or applicable to your event. In the State of California, service charges and public room rental are subject to a 8.75% tax.

**4. CANCELLATION:** You may cancel this Agreement only upon giving written notice to us. The parties agree and understand that in the event of a cancellation, our actual damages would be difficult to determine. Therefore, the parties agree on the following amounts to be paid by you to us upon notice of cancellation as liquidated damages:

Cancellation between date of signing and 31 days of event; \$ - 50%.

If notified between 30 and 8 days in advance of the event, \$ - 60%.

If notified between 7 and 4 days in advance of the event, \$ - 75%.

If notified between 3 and 1 days of the event. \$ - 100%.

As products and services must be purchased and scheduled in advance, notification three (3) business days or less before the event will require that all charges (including labor and service fees, rentals and applicable taxes) for the final guarantee or contracted number of guests will be charged. Additional damages may be owed for cancellation of your sleeping room contract.

- 5. PAYMENT** Unless you have established credit in advance with us, you will pay the entire contract price in cash, by credit card or by certified check at least three business days prior to your function or by personal bank check two weeks prior to your function. We may terminate this agreement and retain the portion of your deposit or seek additional amounts necessary to equal the cancellation fee provided in paragraph 4 if payment is not made as agreed. If you have established credit, payment in full will be due within thirty (30) days after receipt of the bill. If you prefer, all charges can be paid by credit card. Hilton accepts American Express, Diners Club, Discover Card, JCB International, Master Card or Visa. If credit has not been approved for your function, you will provide us with the credit card to which all estimated master account charges will be charged no later than 00/00/00. If credit has been approved, you will provide us with your credit card information at the time of your function. If payment of all undisputed charges is not received within thirty (30) days after your receipt of the final invoice, a finance charge of 1.5% per month, or the maximum amount allowed by law, whichever is less, will accrue on the unpaid, undisputed amount, commencing on the date of receipt of the final invoice.
- 6. LABOR CHARGE:** If the guaranteed number for your event is less than twenty (20) persons, we will add a \$50.00 labor charge to your account. This will be used to cover our costs of the event and will not be distributed as a service charge or gratuity to our employees working at your event.
- 7. OVERTIME:** You agree to begin your event promptly at the scheduled start time and agree to have your guests, invitees and other persons vacate the designated event space at the end time indicated on the final BEO. You further agree to reimburse us for any overtime wage payments or other expense incurred by us because of your failure to comply with these regulations.
- 8. GRATUITY & SERVICE CHARGE:** 22% of the food and beverage total, plus any applicable state or local tax, will be added to your account as a service charge. This service charge is not a gratuity and is the property of the Hotel to cover discretionary costs of the Event.
- 9. PRICE INCREASES:** There may be increases in prices due to unforeseen changes in market conditions at the time of your event. We will communicate these increases to you in advance. We will require written confirmation that you agree to pay these increased prices. Alternatively, we, at our option, may in such event make reasonable substitutions in menus and you agree to accept such substitutions.
- 10. SET UP CHARGES.** Should extensive meeting room set-ups or elaborate staging be required, there will be a set-up charge to cover Hotel costs and additional labor. If equipment is necessary that exceeds Hotel's inventory, then you agree to pay for the cost of renting this additional equipment. You agree to indemnify us for any damage caused to any Hotel property as a result of drayage related to your event, whether caused by you, your agents, employees, contractors, or agents.
- 11. OUTSIDE FOOD AND BEVERAGE:** Due to state law, you may not bring into the Hotel alcoholic beverages. You must obtain prior approval from us before you bring in any food or non-alcoholic beverages from outside sources. A Hold Harmless Agreement and Liability Insurance are required if food or beverage products not purchased and served by Hotel staff are brought in for consumption by your guests. Service fees will apply to any outside food or beverage served in our function space regardless if Hotel labor is required.
- 12. DISPLAYS AND DECORATIONS; YOUR PROPERTY:** We are not responsible for any loss or damage to property belonging to you or your attendees and do not maintain insurance covering it. All displays and/or decorations will be subject to our prior written approval and we reserve the right to contract and charge for Hotel staff to provide the labor for any installations or removals of such.
- 13. SECURITY:** If required, in our sole judgment, in order to maintain adequate security measures in light of the size and/or nature of your function, you will provide, at your expense, security personnel supplied by a reputable licensed guard or security agency doing business in the city or county in which we are located, which agency will be subject to our prior approval. Such security personnel may not carry weapons.
- 14. CONDUCT OF EVENT:** You agree to comply with all applicable federal, state and local laws including health and safety codes and federal anti-terrorism laws and regulations including compliance with the provisions of 29 CFR part 470, and our rules, copies of which are available from the Hotel's sales department. You agree to cooperate with Hotel and any relevant governmental authority to ensure compliance with such laws. For the safety of persons and property, no fireworks or incendiary devices may be used indoors at the Hotel. You assume full responsibility for the conduct of all persons in attendance at your event and for any damage done to any part of our premises during the time of your event. Should you require any rigging services for this event, all such services must be arranged through the in-house AV provider or the Hotel and you will be responsible for all costs associated therewith.
- 15. INDEMNIFICATION:** To the extent permitted by law, you agree to protect, indemnify, defend and hold harmless the Hotel, Hilton Hotels Corporation, the Owner and their respective employees and agents against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out of or connected with your function, except those claims arising out of the sole negligence or willful misconduct of the Hotel. You represent and warrant that your activities conducted at the Hotel and in connection with the function shall not infringe the patent, copyright or trademark rights or violate rights of privacy or publicity of any third party.
- 16. FIRE SAFETY:** All room sets must be in compliance with the local Fire Department regulations pertaining to occupancy load, mandatory aisles and ceiling clearance and fire exits. Any event which has vehicle displays, fog machines, fueled cooking demonstrations, laser, exhibits (including tabletop) or extensive productions with staging and props must have a certified permit from the local Fire Marshall. All associated fees for permits, floor plan approval and stand-by fire watch are your responsibility and final approved copies must be received at least three days prior to the event.
- 17. AUXILIARY AIDS:** The Hotel represents and you acknowledge that the Hotel facilities being rented for you including guest rooms, common areas and transportation services will be in compliance with our public accommodation requirements under the Americans With Disabilities Act. You agree that you will furnish to us a list of any auxiliary aids needed by your attendees in meeting or function space at least two weeks prior to your event. You agree to pay all charges associated with the provision of such aids by the Hotel.

**18. DELIVERIES:** Arrangements for delivery of packages should be made through the catering office. Receiving, handling and shipping charges will apply at \$5.00 and \$10.00 a crate. No COD packages will be accepted. The Hotel policies on safe package handling are based on advice from the United States Postal Service (USPS) and the federal Centers for Disease Control and Prevention (CDC).

**19. PROMOTIONAL CONSIDERATIONS:** We have the right to review and approve any advertisements or promotional materials in connection with your function which specifically reference the Hilton name or logo, Hilton does not offer or accept any terms or conditions which provide commissions, rebates, HHonors points or other forms of compensation related to revenue for food, beverage, room or equipment rental.

**20. COMPLIANCE WITH LAWS.** You agree to comply with all applicable federal, state and local laws, including health and safety codes and federal anti-terrorism laws and regulations. You agree to cooperate with Hotel and any relevant governmental authority to ensure compliance with such laws. You represent, warrant and agree that you are currently, and at the time of the event which is the subject of this contract will be, in compliance with all applicable local, state, federal regulations or laws, including but not limited to, all provisions of the Patriot Act and regulations or requests of the U.S. Department of Homeland Security and the Office of Foreign Assets Control in the U.S. Department of the Treasury.

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

**22. ARBITRATION:** The parties agree that subject to the exclusion of intellectual property matters as set forth below, any dispute in any way arising out of or relating to this contract will be resolved by arbitration before JAMS or American Arbitration Association in the state and city in which the Hotel is located, or the closest available location; provided, however, a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, false advertising, false representation, unfair competition and/or infringement of intellectual property rights shall not be subject to this provision. The parties further agree that in any arbitration proceeding they may conduct reasonable discovery pursuant to the arbitration rules, that the law of the state in which the Hotel is located will be the governing law, and any arbitration award will be enforceable in state or federal court.

**23. AMENDMENTS/CHANGES:** The parties agree that any amendments or changes to the arrangements described in this contract must be made in writing, signed by both you and us, provided, however, that this contract includes all signed or unsigned banquet event orders (and the terms and conditions contained therein and attached thereto) issued by us for this and related events.

**24. INSURANCE:** You agree, if requested by us, to obtain and keep in force, during the term of its occupancy and use of our premises for your event, policies of general liability insurance, specifically referring to and including the contractual liability referred to herein, premises-operations, broad form property damage, independent contractors coverage, and personal injury liability with limits of \$1,000,000.00 with such responsible insurance companies satisfactory to us; and, if applicable, worker's compensation insurance to statutory limits, employer's liability insurance with limits of \$100,000.00 and automobile liability insurance covering all owned, non-owned and hired vehicles with limits satisfactory to us. You agree to include Hotel, Hilton Hotels Corporation and Owner in such policies as additional insureds thereunder. Your insurance will be considered primary of any similar insurance carried by us. You agree to deliver to us at least three (3) days prior to your event copies of certificates of insurance for each policy required by us.

**25. FORCE MAJEURE:** Neither party shall be responsible for failure to perform this contract if circumstances beyond their control, including, but not limited to; acts of God, shortage of commodities or supplies to be furnished by the Hotel, governmental authority, or declared war in the United States make it illegal or impossible for the Hotel to hold the event.

The undersigned are authorized to sign and enter into this contract.

**ACCEPTED AND AGREED TO:**

**Company Name**

**HOTEL: Embassy Suites La Jolla  
Sunstone Hotels  
By Hilton Hotels Corporation, Manager**

By: \_\_\_\_\_  
Event Planner

By: \_\_\_\_\_  
Catering Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_  
Director of Catering

Date: \_\_\_\_\_

Date: \_\_\_\_\_