

CITY CLERK ORIGINAL

C-10539
12/15/2015

CATERING SALES EVENT AGREEMENT

This Catering Sales Event Agreement ("Agreement") is by and between City of Glendale
and JQH-Glendale, AZ Development, LLC d/b/a Renaissance Glendale Hotel Spa & Conference Center

Especially Prepared for:		Event & Hotel Information:	
Client Contact Name:	Brent Stoddard	Name of "Event":	City of Glendale Breakfast Meeting
Title:	Director Intergovernmental Programs	Date(s) of Event:	12/22/2015 <i>12/11/2015</i>
Company Name:	City of Glendale	Post to Reader Board As:	City of Glendale Breakfast Meeting
Address:	5850 W Glendale Avenue Ste 431	Hotel Contact:	Douglas Baxter
City, State, Zip:	85301	Title:	Event Sales Manager
Phone:	602-769-6821	Phone:	(480) - 518 - 8013
Email:	bstoddard@glendaleaz.com	Email:	Douglas.baxter@jqh.com

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.

DATE	DAY	START TIME	END TIME	FUNCTION SPACE	FUNCTION TYPE	SET-UP STYLE	ROOM RENTAL FEE	Expected
12/11/2015	Fri	8:00 AM	11:00 AM	3 rd Floor Media Center	Breakfast Meeting	Hollow Square	Waived with met F&B minimum	25-30

** Specific meeting rooms cannot be guaranteed and are subject to change*

The Hotel will waive fees for all of the function space you require in accordance with the schedule of events, in recognition of the revenue we will derive from the provision of food and beverage services and ancillary services hereunder. The Hotel reserves the right to adjust function space at the reservations due date based on attendance at levels lower than contracted. Please ensure that the schedule above includes all space necessary to accommodate set-up and break-down times, all audio-visual needs, head tables and displays.

ALL RESERVATIONS AND THIS AGREEMENT are subject to the rules and regulations of Hotel and the following conditions:

AGREED MINIMUM FOOD AND BEVERAGE REVENUE FIGURES: Agreed minimum banquet food and beverage revenue is \$875.00+-. These figures shall be referred to herein as the "Agreed Minimum Food and Beverage Revenue Figures."

GUARANTEED ATTENDANCE AND MENU SELECTIONS: Though this number will not affect the Agreed Minimum Food and Beverage Revenue figure noted above, the final attendance for your function must be received in writing by the catering/conference services office NO LATER THAN 12:00PM, three (3) working days before the date of the function. This will be the number for whom the Hotel will prepare food for the function. The Hotel cannot be responsible for service, accommodations or guaranteeing the same menu items for more than three percent over your guaranteed number of people. If a guarantee is not given to the Hotel by the specified time and date, the original estimated attendance would be considered the final guarantee. Your final menu selections must be made no later than 10 days prior to your arrival.

SERVICE CHARGE ON FOOD AND BEVERAGE AND FUNCTION SPACE: 24% (or the current service charge in effect on the day of the Event) of all food and beverage and function space charges, plus any applicable state and/or local taxes, will be added to your account as a service charge. This service charge is not a gratuity and is the property of Hotel to cover discretionary and administrative costs of the Event. We will endeavor to notify you in advance of your Event of any increases to the service charge should different amounts be in effect on the day of your event.

AUDIO-VISUAL EQUIPMENT: Group agrees to work exclusively with Hotel or Hotel's audio visual supplier for Group's audio-visual needs. Any exceptions to using the Hotel or its exclusive provider require Hotel General Manager approval. Should Group obtain an exception by Hotel General Manager and utilize an outside vendor or its own equipment, (1) any outside vendor must comply with the requirements herein regarding outside contractors; (2) the Hotel's standards must be adhered to as outlined by your Conference Service Manager in an effort to ensure guest safety; (3) a patch fee of \$25.00 per room per day will apply; and (4) any technical support required by our supplier (if available) to assist with outside equipment will be subject to a labor fee of \$75.00 per hour, with a two-hour minimum. Service charges will apply to all audio visual services, whether provided by the Hotel, Hotel's exclusive provider or Group's outside contractor.

ATTRITION: Should your event generate less than 100% of the Agreed Minimum Food and Beverage Revenue Figures noted above (excluding service charges or applicable taxes, or any other miscellaneous charges incurred for your event), a charge in the amount of [75]% of any deficit, plus applicable taxes and service charges, will be charged to you.

CANCELLATION: In the event of a cancellation of your function occurring [0 to 30] days prior to arrival, liquidated damages in the amount of 100% percent of the "Agreed Minimum Food and Beverage Revenue Figures", and meeting room rental will be due, plus applicable taxes and service charges.

In the event of a cancellation of your function occurring [31 to 90] days prior to arrival, liquidated damages in the amount of [75%] percent of the "Agreed Minimum Food and Beverage Revenue Figures", and meeting room rental will be due, plus applicable service taxes and service charges.

Written notice of cancellation must be delivered to Hotel and may be made by facsimile or electronic transmission. Cancellation date will be considered the date such notification was received by Hotel. Liquidated damages resulting from cancellation shall be due and payable at the time of cancellation.

DEPOSIT AND PAYMENT REQUIREMENTS: A first deposit of \$218,75, 25% of the Agreed Minimum Food and Beverage Revenue Figures and Meeting Room Rental is due when Group signs the contract. Unless credit has been established in advance by Group with Hotel, payment of any remaining balance, plus a 15% refundable reserve for overages or add ons, is to be made in cash or by certified or bank check, 7 days prior to the Event.

If any such payment is not made, Hotel may, at its option, deem the Event to be canceled, in which case cancellation charges will apply as noted above and the Hotel will retain any deposits on hand and apply them to the cancellation charges. If direct billing has been approved, payment will be due in accordance with the terms therefore agreed upon between the parties hereto, but in any event, no later than 20 days following Event. Interest will accrue on any unpaid balance or deposit paid late at the rate of 1.5% per month or 18% per annum. If you wish to pay by credit card, please complete and return the Marriott credit card authorization form to our Hotel. The credit card authorization form will be emailed to you separately.

The deposits and payments outlined in the table below are due as indicated. The deposits and payments will be applied to your Master Account in the form of credits.

The remainder of the estimated bill plus 15% for overages will be charged seven (7) business days prior to the event date.

INSURANCE AND INDEMNIFICATION: Hotel and Group each agree to carry and maintain and provide evidence of liability and other insurance in amounts sufficient to provide coverage against any claims arising from any activities arising out of or resulting from the respective obligations pursuant to this contract, amounts not less than \$1,000,000.00 per occurrence. Group's insurance policy shall name the Hotel and John Q. Hammons Hotels Management, LLC as additional insureds. Damage to the Hotel premises by the Group or appointed contractors will be the Group's responsibility. Group will accept full responsibility for any damages resulting from any action or omission of their individual attendees in conjunction with organized group activities. The Hotel is not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal effects brought into the Hotel, and/or for the loss of equipment, exhibits or other materials left in meeting rooms.

The Hotel reserves the right to approve all outside contractors hired for use by the Group in the Hotel, and may have a list of approved contractors and vendors. The Hotel must be notified in advance of any proposed vendor. The Hotel reserves the right to advance approval of all specifications, including electrical requirements, from all outside contractors, and to charge a fee for outside services brought into the Hotel. The Group and/or outside contractors must provide proof of worker's compensation insurance for employees who will work on Hotel premises and proof of adequate general liability coverage for the Group and/or outside contractors' activities while on Hotel's premises, and must comply with all other similar requirements the Hotel deems appropriate, in its sole discretion, regarding use of function space, facilities and use of Hotel services.

The Group shall indemnify, defend and hold harmless the Hotel and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Group's negligence and/or its members', agents', employees', independent contractors' or exhibitors' negligence in connection with the use of the Hotel facilities, except to the extent and percentage attributable to the Hotel's negligence. The Group shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

MARRIOTT REWARDS BENEFITS: The designated Meeting/Event Planner for this event is eligible to earn both Marriott REWARDS and Airline Miles with a participating airline program partner for a qualifying event. Full details and rules regarding the program are available by calling the Marriott REWARDS Customer Service Center at 1.888.236.2427 in the U.S. and Canada or by visiting www.marriott.com/rewards. Only the Meeting/Event Planner who is specifically named in the even contract will be eligible for this bonus program. Eligible revenue will include overnight accommodations, room rental, audio visual, and food and beverage.

Marriott REWARDS #: 851868471

ENTIRE AGREEMENT: This Agreement, together with the below-referenced **Additional Terms and Conditions**, appendices, addenda and exhibits attached hereto and incorporated herein, shall be deemed accepted only after it has been signed by a representative of the Group and thereafter signed by a representative of the Hotel. Group shall present Hotel an executed version signed by Group's Representative prior to **11/03/2015**. Upon Hotel's acceptance of this agreement, it will be placed on a definite basis and will be binding upon Hotel and Group.

ADDITIONAL TERMS AND CONDITIONS: By signing where indicated below, you are agreeing that in addition to the terms and conditions of this Agreement as outlined above, this Agreement is also comprised of all the general terms and conditions set forth in the Additional Terms and Conditions (collectively, the "Additional Terms and Conditions") located on the following website: <http://p.jgh.com/tandc.html>

The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign.

GROUP:
City of Glendale

By: [Signature]
Brent Stoddard
Name: Brent Stoddard
Dated: 10-29-15

HOTEL:
Glendale Renaissance Hotel Spa & Conference Center

By: [Signature]
Douglas Baxter
Name: Doug Baxter
Dated: 10/29/15

ATTEST:
[Signature]
City Clerk

Approved as to form

[Signature]
City Attorney