



CATERING SALES EVENT AGREEMENT

Hilton Santa Barbara Beachfront Resort

633 E. Cabrillo Boulevard, Santa Barbara, CA 93103

This Catering Sales Event Agreement ("Agreement") is by and between **Dos Pueblos High School** and **Santa Barbara Hotel Lessee LLC (owner)**, d/b/a, **Hilton Santa Barbara Beachfront Resort** ("Owner"), (the "Hotel" or "we" or "us" or "our").

Especially Prepared for:		Event & Hotel Information:	
Client Contact Name:	Meg Jette	Name of "Event":	*Dos Pueblos High School Prom
Title:	Asst. Superintendent of Business	Date(s) of Event:	Sat, May 11, 2019
Company Name:	Santa Barbara Unified School District	Post to Reader Board As:	*Dos Pueblos High School Prom
Address:		Hotel Contact:	Paige Reid
City, State, Zip:		Title:	Senior Catering Manager
Phone:	805-455-0981Debbie cell	Phone:	(805) 884-8592
Email:	ddulawan@sbsdk12.org	Email:	paige.reid@hilton.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.

Schedule of Events and Function Space Charges

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental	Est Food
Sat 11 May 2019	9:00 AM	9:00 PM	Setup	Santa Ynez	Special Setup			
Sat 11 May 2019	9:00 AM	9:00 PM	Setup	Anacapa Patio	Reception			
Sat 11 May 2019	3:00 PM	12:00 AM	Registration	Santa Barbara Foyer	Registration			
Sat 11 May 2019	6:00 PM	12:00 AM	Coat Check	Anacapa	Special Setup			
Sat 11 May 2019	6:00 PM	12:00 AM	Green Room	Santa Cruz	Special Setup			
Sat 11 May 2019	6:00 PM	9:00 PM	Setup	Grand Ballroom/Foyer	Reception			
Sat 11 May 2019	9:00 PM	12:00 AM	Reception	Anacapa Patio	Reception			
Sat 11 May 2019	9:00 PM	12:00 AM	Reception	Grand Foyer	Special Setup			
Sat 11 May 2019	9:01 PM	12:00 AM	Reception	Grand Ballroom	Reception	550	\$8,000	\$10,000

*Agr = Number of Attendees

The rates and concessions outlined in this Agreement are based on your guaranteed expenditure of a minimum of \$10,000 in banquet food and beverage, excluding taxes, labor fees, gratuities and service charges ("Total Anticipated Food and Beverage Revenue").

Gratuity and Service Charge: The combined gratuity and service charge that is in effect on the day of your Event will be added to your account. Currently, the combined charge is equal to 23% of the food, beverage and room set-up charges, plus any applicable state and/or local taxes, unless otherwise stated as excluded. A portion of this combined charge (currently 13.1%) is a gratuity and will be fully distributed to servers, and where applicable, bussers and/or bartenders assigned to the Event. The remainder of the combined charge (currently 9.9%) is a service charge that is not a gratuity and is the property of Hotel to cover discretionary and administrative costs of your Event. We will endeavor to notify you in advance of your Event of any increases to the combined charge should different gratuity and/or service charge amounts be in effect on the day of your Event.

Summary of Revenue Anticipated by Hotel from this Agreement: For your information and guidance, the following chart illustrates the total potential value of your Event. The Hotel has offered meeting room inventory and other concessions in this Agreement based upon the total revenue contracted, as well as additional revenue from providing additional services to your Group and your attendees at additional charge. Any requests for additional sleeping rooms, meeting rooms, function space and/or Food and Beverage to be added after Agreement signing will be subject to availability, and agreed upon changes would be confirmed in a written amendment to this Agreement signed by both parties.

Summary of Revenue Anticipated by Hotel from this Agreement	
Total Anticipated Food & Beverage Revenue: <i>Total Anticipated Revenue does not include gratuities, service charges, supplemental surcharges, applicable federal, state or local taxes or any other fees outside of food and beverage product sales.</i>	\$10,000
Total Anticipated Meeting Room Rental Fees:	\$8,000
"Total Anticipated Revenue":	\$18,000

Taxes: In addition to the Total Anticipated Revenue for your Event as set forth herein, you agree to pay any and all applicable federal, state, municipal or other taxes, fees, or assessments imposed on or applicable to your Event. In the state in which Hotel is located, currently the sales tax rate is 8.75%.

Event Planner Bonus Program: Debbie Dulawan ("Event Planner") is eligible to earn an Event Planner Bonus for a qualifying event.



For this Event, Event Planner is eligible to earn one HHonors bonus point for every eligible dollar spent, up to a maximum award of 100,000 HHonors bonus points. Eligible revenue will include banquet food and beverage billed to the Master Account and meeting room rental revenue up to a maximum of \$100,000 of eligible revenue. Full details and rules regarding the Event Planner Bonus Program are available by visiting www.hilton.com.

Option Dates: These arrangements are being held on a **first option basis** until **Oct 10, 2018** (the "Option Period"). However, should other business opportunities arise such that we are in a position to confirm immediately, you will be advised and given **72 hours**, or until the end of your Option Period (whichever is shorter) to confirm this Agreement on a definite basis by returning a signed copy of this Agreement to us, or to enable alternate dates to be researched and offered for your use. Please note that it is your responsibility to notify us if you need to request an extension of your Option Period. If we do not receive a signed copy of this Agreement by **Oct 10, 2018**, we may, at our sole option and with no notice required, release this first option, or may continue to hold the arrangements, or may review and revise our rates. No cancellation fee shall apply if we release this first option.

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 Catering Sales Event Agreement – Additional Terms and Conditions (collectively, the "Additional Terms and Conditions") located on the following web site: <http://hiltondistribution.com/us-cateringsales/addlterms.htm>.

Entire Agreement: This Agreement, together with the Standard Terms and Conditions (attached hereto and incorporated herein by reference), the above-referenced **Additional Terms and Conditions**, appendices, addenda and exhibits attached hereto (if any), upon signature by both parties below, constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by the parties. If this Agreement or any attachments thereto are returned signed but with changes, it shall not constitute an acceptance, but rather a counteroffer by you that may be accepted or rejected in writing by us in our sole discretion. Once both you and we sign this Agreement, all provisions reserved on your behalf will be confirmed and therefore subject to the terms of this Agreement.

ACCEPTED AND AGREED TO:

GROUP: Dos Pueblos High School

HOTEL: Santa Barbara Hotel Lessee LLC
d/b/a Hilton Santa Barbara Beachfront Resort
By Hilton Worldwide Inc., Managing Agent

By: _____
Meg Jette, Asst. Superintendent of Business

By: _____ Date: _____
Paige Reid, Senior Catering Manager

Date: _____

By: _____ Date: _____
Andrea Machado, Director of Catering

STANDARD TERMS AND CONDITIONS

Assignment/Confirmation of Function Space: The Schedule of Events listed on the first page of this Agreement indicates the space that is tentatively being held for you and will be held on a definite basis upon signing of this Agreement by both parties. You agree to confirm with us the assigned function space before printing any materials listing specific meeting or function locations. 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.

Banquet Services: Group has agreed to hold the food and beverage events set forth in the Schedule of Events, or to provide **\$10,000** in total anticipated catered food and beverage revenue. The following mandatory timeline relates to final menus and program meal functions:

- Given that food and beverage prices fluctuate in accordance with market conditions, menu prices for planned food and beverage functions will be established not earlier than **six (6) months** prior to your Event. At that time, we will confirm in writing your menu prices for your planned food and beverage functions.
- In order to confirm meeting room assignments, no later than **90 days** prior to your major arrival day, we require that you re-confirm your programmed meal functions and anticipated number of attendees. At that time, we will re-confirm in writing your Schedule of Events. After that date, the Hotel will release any meeting space in your Schedule of Events not assigned to a specific meeting or function for your Group. We may continue to hold such meeting rooms if you advise us in writing that you will guarantee payment of such meeting rooms to the Master Account. If you have not guaranteed such meeting rooms, you agree that Hotel may offer unused meeting rooms held on your behalf to other customers.
- Your Event Manager will contact you at least **thirty (30) days** before your Event to review and re-confirm the details for your Event, including menus, decorations, entertainment and beverage service. We require that your final menu selections and room set specifications be completed and received at least **thirty (30) days** prior to your major arrival day.
- If for any reason your final menu selections and room set specifications are provided to the Hotel **fourteen (14) days** or less prior to your major arrival day, Hotel may, in our sole discretion, make Chef's Selections for food product based on your delayed submission of final menu selections, and you agree to accept such substitutions.
- Due to supply chain logistics that are out of the control of the Hotel including seasonal availability of product, holidays and weekends, if for any reason you do not provide the Hotel with your final menu selections and room set specifications at least ten (10) days prior to your major arrival day, the Hotel will assess an extra fee equal to \$1.00 per menu per person to offset extra costs Hotel may incur when placing expedited food product orders to Hotel's suppliers.
- Upon review of your final menus and Event requirements, Event Orders will be sent by Hotel to you within **five (5) business days** to confirm all final arrangements and prices, which Event Orders will serve as a part of this Agreement. If you do not advise Hotel of any changes on the Event Orders by the date requested by Hotel, you agree that the Event Orders will be considered accepted by you as correct and you will be billed accordingly.

- At least **72 hours (three days)** before your Event, you must inform us of the exact number of people who will attend your Event functions by contacting your assigned Event Manager by email. Guarantees by text message cannot be accepted. We will not undertake to serve more than 3% above this guaranteed minimum.

Supplemental Surcharges: Supplemental surcharges are charges added to your Master Account bill to pay for costs incurred by the Hotel in connection with additional equipment, administration, and staffing necessary for the Event. These surcharges will be solely retained by the Hotel and are not distributed to hourly or tipped employees. Examples include, but are not limited to, early sets, late end times, outdoor venues, heaters, umbrellas, lighting, parking, resets, refreshes, cleaning and other service that require staffing above normal levels and/or services outside of the normal scope contracted and paid products and services.

Additional Concessions: In consideration of the entire value Group's Event brings to the Hotel, the Hotel is pleased to offer the following concessions based on Group's achievement of **100%** or greater of the **Total Anticipated Rental & Food and Beverage Revenue**. These concessions are valued at **\$27,000**. If the actual total food and beverage revenue for Group's Event materializes at less than **100% of the Total Anticipated Rental & Food and Beverage Revenue**, the concessions will be *reduced* proportionately at the discretion of the Hotel or, at Group's request, provided and charged to Group's Master Account at retail value, in addition to any performance damages Group may owe related to sleeping room revenue and Food & Beverage revenue, plus applicable Meeting Room Rental Fees. Please advise Group's assigned Event Manager no later than seven (7) days prior to first guest room arrival of Group's decision whether Group prefers to have concessions reduced or if Group wants to retain and pay for the concessions. If Group elects to pay for unearned concessions, Group agrees that Group will pay all applicable labor/union charges, state and local taxes, gratuity and/or service charges on all concessions provided.

Item	Retail Price	Your Price	Savings	Based On
Parking	\$1,000.00	\$0.00	\$1,000.00	Total Anticipated Minimum
Food & Beverage Minimum	\$36,000.00	\$10,000.00	\$26,000.00	Negotiated
Total Concessions:	\$37,000.00	\$10,000.00	\$27,000.00	

Payment Terms: Group agrees to the following deposit schedule:

DEPOSIT SCHEDULE FOR PRE PAYMENT ACCOUNTS		
	Due Date	Amount
Initial Deposit	No later than 5 days after receipt of a final signed Agreement from Hotel	\$5000
Second Deposit	By December 1, 2018	\$5000
Third Deposit	By February 1, 2018	\$5000
Final Balance Due	By check: 14 days prior to event By credit card: 10 days prior to event	Remaining Balance

No later than 14 days in advance of arrival you will either provide us with a valid credit card to which all remaining estimated Master Account charges will be charged on that date, or provide payment of all remaining estimated Master Account charges by company check, certified check, wire transfer or credit card.

If advance payments or deposits are not paid on a timely basis, the Hotel will have the right, at our option, to consider the Agreement cancelled and we will be entitled to cancellation damages as provided in this Agreement.

If you are paying by credit card, we request that you provide us with your credit card information at the time of your Event so that we may charge the credit card account at departure. If any charges are disputed, you agree to provide us with an itemized list of disputed charges so that we may charge the undisputed charges to the credit card account immediately and the remainder will be charged upon resolution. You will submit to us an itemized list of any disputed charges within fifteen (15) days of receipt of the final invoice, or else all disputes are waived. If any charges are disputed, all undisputed amounts will be paid within thirty (30) days and the parties agree to work in good faith to resolve the disputed invoiced charges in a timely manner, and you agree to pay the remainder immediately upon resolution of the dispute.

Cancellation Damages: You guarantee that your Event will provide the Total Anticipated Revenue. You agree and understand that, in the event of a cancellation or lack of full performance by you, our actual damages would be difficult to determine. Therefore, you agree that should you cancel your Event for any reason other than due to a valid impossibility occurrence, including changing your meeting/function site to another hotel, you will pay as liquidated damages and not as a penalty, a percentage of the Total Anticipated Revenue for your Event, plus any applicable state and/or local taxes as required by law, calculated as follows:

Date of Hotel's Receipt of Cancellation Notice	% of Total Anticipated Revenue	Amount of Cancellation Damages
Cancellation between date of signing and 11/30/18	25% =	\$4,500
Cancellation between 12/1/18 and 1/30/19:	50% =	\$9,000
Cancellation between 1/31/19 and 4/30/19	75% =	\$13,500
Cancellation between 5/1/19 & arrival:	100% =	\$18,000

Total Anticipated Revenue for this Event is \$18,000

Total Anticipated Revenue does not include gratuities, service charges, supplemental surcharges, applicable federal, state or local taxes or any other fees outside of food and beverage product sales.

Payment of cancellation damages is due at the same time that you deliver your written notice of cancellation to the Hotel. We may consider your notice of cancellation to be invalid and thus may not release accommodations held until payment of the applicable cancellation damages is received; therefore delay in payment may result in higher cancellation damages owed.

Should you wish to confirm the accurate calculation of the applicable cancellation damages payment, you may contact us and request that we prepare a statement detailing the applicable cancellation damages payment, plus any applicable state and local taxes. We will subtract any advance payments and deposits previously paid by you to us.

Guarantee of Anticipated Revenue: If the Event is held, but the Hotel does not realize the Total Anticipated Revenue from your Event, you agree to pay damages to the Hotel for lack of performance. The damages owed will be the amount necessary for the Hotel to receive no less than 100% of the Total Anticipated Revenue from your Event (exclusive of gratuities, service charges, supplemental surcharges, applicable federal, state or local taxes or any other fees outside of food and beverage product sales). You will be charged based on the Event guarantee that you give us or the Total Anticipated Revenue indicated at the time you signed this Agreement, whichever is greater.

Impossibility: Neither party shall be responsible for failure to perform this Agreement if unanticipated circumstances beyond their reasonable control (including, but not limited to: acts of God; terrorist attacks in the city in which Hotel is located; or declared war in the United States) make it illegal or impossible for the Hotel to hold the Event. The affected party may terminate this Agreement without liability upon written notice to the other party within ten (10) days of the occurrence.

Indemnification: To the fullest extent permitted by law, Group agrees to protect, indemnify, defend and hold harmless the Hotel, Hilton Worldwide, Inc. and the Hotel's Owner, and their respective owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "Hotel Indemnified Parties"), from and against any and all claims, losses or damages to persons or property, governmental charges or fines, penalties, and costs (including reasonable attorney's fees) (collectively, "Claim(s)"), in any way arising out of or relating to the Event that is the subject of this Agreement but only to the extent any such Claim(s) arise out of (i) the negligence, gross negligence or intentional misconduct of Group's employees, agents, contractors, or attendees, or (ii) a violation or breach of any of the terms and conditions of this Agreement by Group or any related act or failure to act by Group, including but not limited to the obligation of compliance with applicable laws or regulations. Nothing in this indemnification shall require Group to indemnify the Hotel Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the Hotel Indemnified Parties. This section shall survive any termination or expiration of this Agreement.

To the fullest extent permitted by law, Hotel agrees to protect, indemnify, defend and hold harmless Group, Group's owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "Group Indemnified Parties"), from and against any and all Claims (as such term is defined above) arising out of or relating to the Event that is the subject of this Agreement but only to the extent any such Claim(s) arise out of (i) the negligence, gross negligence or intentional misconduct of Hotel's employees, agents, or contractors, or (ii) a violation or breach of any of the terms and conditions of this Agreement by Hotel or any related act or failure to act by Hotel including, but not limited to, the obligation of compliance with applicable laws or regulations. Nothing in this indemnification shall require Hotel to indemnify any of the Group Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the Group Indemnified Parties. The party found to be at fault or responsible for any Claim will be required to indemnify the other party as provided in this section. To the fullest extent permitted by law, the parties agree that a comparative negligence standard will apply to any Claims and each party will be responsible for paying for the portion of the total Claims attributable to its fault. In the event of a settlement of any Claim, expenses will be allocated proportionately based upon the amount paid by each party. This section shall not waive any statutory limitations of liability available to either party, including innkeeper's limitation of liability laws, nor shall it waive any defenses a party may have with respect to any Claim. This section shall survive any termination or expiration of this Agreement.

Insurance: You agree to maintain insurance reasonably commensurate with all activities arising from or connected with your Event, including, but not limited to, general liability insurance, with limits not less than \$2,000,000 per occurrence, covering personal injury, property damage, and other liability arising from your Event provided to the hotel no less than 14 days prior to your event. You further agree to add Hotel, Hotel's Owner, and Hilton Worldwide, Inc. as additional insureds under all applicable policies for your Event. Please check with the Hotel to confirm which parties must be named as additional insureds on your insurance certificate(s). With respect to any claims or other liability for which you are responsible, your insurance will apply as primary to any insurance maintained by the Hotel Indemnified Parties. Hotel agrees to maintain general liability insurance with limits not less than \$2,000,000 per occurrence, covering liability for personal injury, property damage, liquor liability, and automobile liability, as well as Workers Compensation insurance per applicable laws and Employers Liability insurance.

Upon written request, each party shall make evidence of coverage available to the other party. For hotels that participate in Hilton Worldwide's general liability insurance program, proof of Hotel's insurance coverage is satisfied by a Memorandum of Insurance available at: <http://www.marsh.com/moi?client=0291>. The Hotel can confirm whether they participate.

Governing Law: The Agreement will be governed by and interpreted pursuant to the laws of the state in which Hotel is located, excluding any laws regarding the choice or conflict of laws.

Dispute Resolution: The parties will use their commercially reasonable efforts to informally and timely resolve any dispute concerning any matter related to this Agreement by presenting the dispute to senior representatives of Hotel and Group for their discussion and possible resolution in the order set forth herein; *provided, however*, a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, and/or infringement of intellectual property rights shall not be subject to this provision. All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If within a period of thirty (30) calendar days after submission of a disputed matter in accordance with this clause, the respective senior representatives are unable to agree upon a resolution of such dispute, then the dispute will be resolved by arbitration using one arbitrator before JAMS or the American Arbitration Association in the state and city in which Hotel is located, or the closest available location. The parties further agree that in any arbitration proceeding, they may conduct reasonable discovery pursuant to the arbitration rules, and any arbitration award will be enforceable in State or Federal court.

Collection/Attorney's Fees: The parties agree that the prevailing party in any arbitration or court proceeding arising out of or related to this Agreement will be entitled to recover an award of its reasonable attorney's fees and expert witness fees, costs and pre and post judgment interest at the highest available legal rate. The parties further agree that if Hotel must retain counsel or initiate arbitration or legal action to collect of any monies owed to Hotel by Group under this Agreement, whether or not an arbitration or court action is filed, Hotel will be entitled to recover its attorney's fees incurred in such efforts to collect.

HOLD HARMLESS AGREEMENT (FOR VENDORS)

This Hold Harmless Agreement (the "Agreement"), made effective as of the latest date this Agreement is signed by the parties hereto, is by and between the "Owner" and the "Contractor" identified in the tables immediately below.

Hotel Information:	
Name of "Hotel":	Hilton Santa Barbra Beachfront Resort
Name of Hotel "Owner":	Santa Barbara Hotel Lessee, LLC
Hotel Contact Name:	Paige Reid
Title of Hotel Contact:	Senior Catering Manager
Address:	633 E. Cabrillo Boulevard
City, State, Zip:	Santa Barbara, CA 93103
Phone:	(805) 884-8592
Fax:	805-962-8198
Email:	paige.reid@hilton.com
Group Information:	
Group Contact Name:	Debbie Dulawan
Title of Group Contact:	
Address:	
City, State, Zip:	
Phone:	805-455-0981cell
Fax:	805-962-8198
Email:	ddulawan@sbsdk12.org
Event Information:	
Name of "Event":	*Dos Pueblos High School Prom
Post Event to Reader Board as:	*Dos Pueblos High School Prom
Date(s) of Event:	Sat, May 11, 2019
Outside Contractor Information:	
Full Legal Name of "Contractor":	
Name of Contractor Contact :	
Title of Contractor Contact:	
Contractor Address:	
City, State, Zip:	
Phone:	
Email:	
Date(s) of Services:	
Description of "Services" to be Provided to Group by Contractor on Hotel Premises:	

SCOPE OF AGREEMENT

- A. Whenever a group elects to utilize outside contractors, subcontractors or vendors on Hotel premises during their event, including, but not limited to, a destination management company, audio/visual services, decorators, or others, the group must notify the Hotel of its intention to use such outside providers at least ten days in advance of the event.
- B. All such outside contractors retained by group must sign a hold harmless, indemnification and insurance agreement in the form currently in use at Hotel for similar outside contractors or vendors and provide proof of insurance in amounts acceptable to Hotel before they will be allowed to provide services on Hotel premises.
- C. Contractor has been independently retained by Group as a contractor or vendor to provide the "Services" identified in the table above for the "Group" identified in the table above.
- D. Pursuant to the express terms and conditions of this Agreement, the Hotel agrees to allow Contractor to provide the Services to Group at the Hotel during the Event.

I. INDEMNITY

A. Contractor including, without limitation, its affiliates, agrees to indemnify, defend and hold harmless Group, Hotel, Hotel's Owner(s), and Hilton Worldwide, Inc. and each of their respective members, partners, directors, officers, owners, agents, employees, parents, affiliates, subsidiaries, insurers, successors, or assigns (collectively, the "Indemnities") from and against all losses, claims, demands, actions or causes of action, liabilities, damages, fines, expenses, costs of whatsoever nature (including reasonable attorney's fees and costs) whether by reason of death or injury to any person or loss of or damage to any property or otherwise (collectively, "Claims"), including Claims which may be asserted by third parties, arising out of, resulting from or in any way connected with, in whole or in part: (a) any breach of this Agreement by Contractor; or (b) the activities of Contractor (or any of its employees, agents, or subcontractors) at the Hotel or any related act or failure to act by Contractor or its parties (including but not limited to any omission or act taken or committed by Contractor in any way related to the Event).

B. For the purpose of these indemnities, the activities of Contractor and its agents, employees or subcontractors on or about the Hotel premises shall be deemed to relate to Contractor's activities pursuant to this Agreement, whether or not such activities are within the scope of their agency or employment.

C. In the event that any Claim is made or any action or proceeding is brought against the Indemnities, or any of them, the Indemnities shall have the right to employ their own counsel and to assume their own defense in connection with any action or proceeding to which this indemnification, hold harmless, or defense obligation would be applicable, but the reasonable fees and expenses of such counsel shall be borne by Contractor and shall be paid when due.

D. If for any reason the foregoing indemnifications are unavailable to the Indemnities or insufficient to hold any of them harmless, then Contractor shall reimburse the Indemnities for all amounts paid or payable by the Indemnities as a result of such Claims, which shall include, for example, the costs of defending against any Claims because of Contractor's failure to provide the defense specified above. The reimbursement, indemnity and contribution obligations of Contractor under this Section shall be in addition to any liability that Contractor may otherwise have, and shall extend upon the same terms and conditions to the Indemnities.

II. INSURANCE

A. Contractor understands and agrees that in order for Contractor to be given permission by Hotel to provide Services to Group on the Hotel premises, Contractor must meet certain insurance requirements. The amounts and types of insurance may be changed or increased in Hotel's sole discretion based on the type of Services the Contractor will be providing. A current certificate evidencing the below listed coverage is required and must be provided to Hotel at least fourteen (14) days prior to the Event.

- **Commercial General Liability:** Not less than \$2,000,000 combined single limit for bodily injury and property damage. This limit is subject to change based on the scope of work.
- **Commercial Automotive Liability:** Not less than \$1,000,000 combined single limit for bodily injury and property damage covering "any auto" whether owned, scheduled, leased, hired or other, if Contractor's scope of work under this Agreement requires or involves the ownership, maintenance or use of an auto.
- **Employers Liability:** Not less than \$500,000 combined single limit.
- **Workers Compensation:** In the minimum amount required by the applicable Workers' Compensation statute. In the absence of Workers Compensation insurance in Texas, evidence of an alternative employee benefit program must be provided, as well as proof that Contractor has legally non-subscribed to the applicable Workers Compensation Act.

B. Contractor waives on behalf of itself and its insurers all rights against Group, Hotel, Owner and Hilton Worldwide, Inc. and their respective agents, officers, directors, and employees for recovery of damages to the extent such damages are covered by Contractor's insurance regardless of deductibles and/or limits, if any.

C. Such insurance must name the Indemnities identified in paragraph A of section I above as **additional insureds** under the Commercial General and Commercial Automobile (if applicable) liability policies on form CG 20 10 endorsement or its equivalent.

D. Certificates of Insurance must be sent to the attention of the Hotel Contact noted in the table above. Failure to provide evidence of such insurance may prohibit Contractor from accessing the Hotel premises. The failure of Hotel to obtain certificates, endorsements, or other forms of insurance evidence from Contractor is not a waiver by Hotel of any requirements for Contractor to secure and continuously maintain the required insurance policies.

III. MISCELLANEOUS:

A. The Hotel is committed to a drug and alcohol free work place. In addition, it is a requirement that all persons on the Hotel premises conduct their job duties in a safe manner. The Hotel reserves the right to require Contractor's operations to cease at any time if, in the Hotel's reasonable estimation, either of these two policies are not being adhered to.

B. Contractor understands and agrees that Contractor is being employed by Group and that the Hotel has no relationship with Contractor outside of the fact that some of the Services that Contractor is providing to Group will be performed or utilized at the Hotel. Contractor acknowledges and agrees that Contractor has not been promised, and will not claim, any payment or consideration from Hotel either for complying with the terms of this Agreement or for any other reason.

C. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Hotel is located. Notwithstanding termination or expiration of the Event, this Agreement shall continue to survive. This Agreement supersedes all prior agreements between the parties concerning the subject matter hereof and constitutes the entire agreement between the parties with respect thereto. This Agreement may be modified only with a written instrument duly executed by both of the parties. No waiver by any party of any breach of this Agreement shall be deemed to be a waiver of any proceeding or succeeding breach; any waiver is only valid if in writing signed by the party making the waiver. The headings and titles to the paragraphs of this Agreement are inserted for convenience only and shall not be deemed a part of or effect the construction or interpretation or any provision hereof. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute but one and the same instrument.

D. Neither party hereto shall be deemed to be the drafter of this Agreement and, if this Agreement is construed in any court or arbitration proceeding, said court or arbitrator shall not construe this Agreement or any provision hereof against either party as the drafter hereof. If any phrase, clause or provisions of this Agreement is declared invalid or unenforceable by a court or arbitrator of competent jurisdiction, such phrase, clause or provision shall be deemed severed from this Agreement, but will not affect any other provision of this Agreement, which shall otherwise remain in full force and effect. If any restriction or limitation in this Agreement is deemed to be unreasonable, onerous or unduly restrictive by a court or arbitrator of competent jurisdiction, it shall not be stricken in its entirety and held totally void and unenforceable, but shall remain effective to the maximum extent permissible within reasonable bounds.

IN WITNESS WHEREOF, 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.

CONTRACTOR:

[FULL LEGAL NAME OF CONTRACTOR]

HOTEL:

Santa Barbara Hotel Lessee, LLC
d/b/a Hilton Santa Barbara Beachfront Resort
By Hilton Worldwide Inc., Managing Agent

By: _____

Name: _____

Title: _____

Dated: _____

By: _____

Name: _____

Title: _____

Dated: _____

HOTEL USE ONLY: Correct Insurance Certificate Provided? ☐ Yes ☐ No

Failure to provide evidence of insurance may prohibit Contractor from accessing Hotel premises.