



# Hilton Hotels Corporation

## Hampton Inn SFO South Airport Burlingame

1755 Bayshore Highway, Burlingame, CA 94010 U.S.A.

### QUICK CONFIRMATION AGREEMENT – MANAGED HOTELS

<b>Title:</b>	To: Philip Gin CC: Jas Sandhar <a href="mailto:jsandhar@smcgov.org">jsandhar@smcgov.org</a> 650-363-4408	<b>Hotel Name ("Hotel"):</b>	Hampton Inn & Suites San Francisco Airport
	Officer Specialist, HR Department-Procurement		<b>Sales Manager:</b>
<b>Company Name ("Company" or "You"):</b>	<b>County of San Mateo</b> County Government Center 455 County Center, 4th Floor Redwood City, CA 94063-1663 650-363-4337 T 650-599-1702 F <a href="mailto:pgin@smcgov.org">pgin@smcgov.org</a> <a href="http://hr.smcgov.org">http://hr.smcgov.org</a>	<b>Phone:</b>	650-697-5736
	<b>Address:</b>		455 County Center, 4th Floor,
<b>City, State, Zip:</b>	Redwood City, CA 94063-1663	<b>Name of Event:</b>	EMSA / Calmat group
<b>Phone:</b>	650-599-1702		

#### "THIS OFFER IS VALID UNTIL CLOSE OF BUSINESS DAY March 23<sup>rd</sup>, 2020"

The sleeping rooms listed below will be considered definite commitments upon signing of this agreement by both parties and will be subject to change at anytime without fees or charges.

We are pleased to reserve the following accommodations and arrangements for your event:

<b>SLEEPING ROOMS and RATES</b> March 23 – TBD 2020	Estimated Room Inventory per night 1-30	\$100	Based on client usage 1-30 rooms per night
Total Room Nights	TBD from SMCGOV		

**TOTAL ROOM BLOCK RESERVED:** Estimated daily usage room block per night 1-30. The term of this Agreement shall be March 23, 2020 through June 30, 2020, and the total amount due from the County of San Mateo shall not exceed Three Hundred Thousand Dollars and Zero Cents (\$300,000.00). The County may extend the term based on the same rates set forth above with prior written notice to Hotel.

Room rates are non-commissionable. Quoted rates will be offered based on availability.

The Hilton Family



Hilton Honors

## TERMS AND CONDITIONS

- 1. RESERVATIONS:** Reservations will be made directly by rooming list provided by the County of San Mateo.
- 2. CANCELLATION:** The rates offered by Hampton Inn SFO South Airport - Burlingame are based in part upon group daily usage to use and pay for the rooms & tax weekly PO Charges set forth in this Agreement. Room block is subject to change/cancel at anytime without fees or charges.

**California Transient Tax Exemption** based on 30+ days Extended Stay Consecutive Nights Including weekdays and weekend. This applies to guests occupying rooms for more than 30 days. In other words, the transient *must* pay the tax for the first 30 days of occupancy. The occupant becomes a permanent resident on the 31<sup>st</sup> day and will be intitled to tax exempt from day 31<sup>st</sup>.

SLEEPING ROOM REVENUE  
**Estimated Total Revenue based on occupied daily average block 11-15 rooms per night and subject to change from County of San Mateo at any time from the date of signing agreement.**

Date of signing 3/23/2020

- 3. PAYMENT IN ADVANCE: (PO) Purchase Order Agreement )** All undisputed charges not paid within thirty (30) days of receipt of a final invoice will be subject to interest accruing at the rate of 1.5% per month, or the maximum amount allowed by law, whichever is less.
- 4. OUTSIDE FOOD AND BEVERAGE:** Due to state law, you may not bring to the Hotel alcoholic beverages. You must obtain prior approval from us before you bring in any food or non-alcoholic beverages from outside sources.
- 5. GUEST RESERVATION INFORMATION:** If you have requested that Hotel provide you and/or your representative(s) with access to guest reservation information pertaining to guests who have reserved rooms at the Hotel as part of the Room Block (each, an "Attendee") established pursuant to this agreement, then you certify that you have obtained consent from each of your Attendees for the Hotel or Hilton Hotels Corporation ("HHC") to provide to you and/or your representative(s) such Attendee's reservation information and agree to reimburse Hotel and HHC for any costs, damages, fees or expenses of any kind arising from any claim(s) by an Attendee relating to the Hotel's or HHC's disclosure of reservation information.
- 6. SECURITY:** We have no insurance for and are not responsible for any loss or damage to your property. 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. For the safety of persons and property, no fireworks or incendiary devices may be used indoors at the hotel.
- 7. COMPLIANCE WITH LAWS:** Company agrees to comply with all applicable federal, state and local laws, including health and safety codes and federal anti-terrorism laws and regulations. Company agrees to cooperate with Hotel and any relevant governmental authority to ensure compliance with such laws. Company represents, warrants and agrees that it is 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. The Hotel may cancel this Agreement without any liability if in the Hotel's sole, reasonable determination, Hotel believes that it is necessary to do so in order to comply with its obligations under applicable laws, rules or regulations.

**8. INDEMNIFICATION & INSURANCE:** To the extent permitted by law, you agree to protect, indemnify, defend and hold harmless the Hotel, Hilton Hotels Corporation, and the owner of the Hotel and their respective owners, managers, subsidiaries, affiliates, employees and agents (collectively, "Indemnified Parties") 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 further agree to obtain and keep in force General Liability Insurance covering the event described in this contract with limits of not less than \$1,000,000 per occurrence and to provide the Hotel with a certificate of insurance naming Hotel, Hilton Hotels Corporation, Hotel's Owner and each of such entity's owners, subsidiaries and affiliates as an additional insured for your event.

**9. 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 substantial compliance with applicable public accommodation requirements under the Americans With Disabilities Act. You agree that one week in advance of your event you will furnish to us a list of any auxiliary aids needed by your attendees in meeting or function space. You agree to pay all charges associated with the provision of such aids. We will, upon your request, furnish you with the names of businesses you can contact to obtain these aids. You also agree to be responsible for compliance with the ADA in the set up and conduct of meetings for your event.

**10. PROMOTIONAL CONSIDERATIONS:** We have the right to review and approve any advertisements or promotional materials in connection with your function that specifically reference any name or logo of the Hilton family of Hotel brands. 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.

**11. 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.

**12. 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. The prevailing party in any arbitration or court proceeding will be entitled to an award of its reasonable costs and attorney fees and pre and post judgment interest.

**13. SUCCESSORS AND ASSIGNS:** The commitments made by Company will be binding on its successors and assigns. In the event that Company assigns, sells, conveys, pledges or otherwise disposes of all or substantially all of its assets (collectively referred to as "assignment"), by operation of law or otherwise, this agreement and the obligations herein must also be assigned to and assumed by the successor organization, subject to approval by Hotel. In the event such an assignment is contemplated, Company agrees to notify Hotel at least thirty days in advance of the planned close of the assignment transaction of the entities involved. Hotel will thereafter have 20 days in which to notify Company if assignment is approved.

**14. OUTSIDE CONTRACTORS:** Should Company elect to utilize outside contractors or subcontractors on Hotel premises during your event, including, but not limited to, a destination management company, audio/visual services, decorators, or others, you must notify Hotel of your intention to use such providers at least thirty days in advance of your event. All outside contractors must sign a hold harmless, indemnification and insurance agreement in the form currently in use at Hotel for similar outside contractors and provide proof of insurance in amounts acceptable to Hotel (amounts and types of insurance may be changed or increased in Hotel's sole discretion based on the type of services the outside contractor will be providing) before they will be allowed to provide services on Hotel premises. In some instances, Hotel may be required, pursuant to obligations imposed on Hotel by labor unions or collective bargaining agreements, to utilize Hotel labor to provide certain services, and Customer agrees to pay the fees and/or charges associated with these services.

15. **MISCELLANEOUS:** The parties agree that for purposes of this contract and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by facsimile transmission will be considered as enforceable and valid as original signature by the party signing. The effective date of communications between the parties will be determined as follows:

1. Communications sent via U.S. Mail or private mail delivery service (i.e. Fed Ex) will be effective as of the date sent;
2. Communications sent via facsimile will be considered effective as of the date and time on the facsimile confirmation sheet retained by the sender.

This contract, with 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 **Hotel** and **San Mateo County Government**. For the avoidance of doubt, emails, including emails that bear an electronic "signature block" identifying the sender, do not constitute signed writings for purposes of this Agreement.

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

**Sana Elwishahi**  
**Area Director of Sales & GM**  
**Hampton Inn & Suites SFO Airport**

By: Sana Elwishahi & Seema Kumar

Name: \_\_\_\_\_

Dated: 3/23/2020

By:  \_\_\_\_\_  
[sign above]

Name: Roberto Manchica

Dated: 3/23/20