GROUP SALES AGREEMENT

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between Fairfield Inn Anaheim Disneyland Resort, 1460 South Harbor Boulevard, Anaheim, CA, 92802, (714) 772-6777 and John Muir Middle School.

ORGANIZATION: John Muir Middle School

CONTACT:

Name:	Belen Magers
Street Address:	1444 Williams Street
City, State, Postal Code:	San Leandro, CA 94577-2403
Country:	USA
Phone Number:	(510) 673-4812
E-mail Address:	bmagers@sanleandro.k12.ca.us

NAME OF EVENT: John Muir Middle School Band Room Block

REFERENCE #: M-VFMGT9

OFFICIAL PROGRAM DATES: Wednesday, 05/15/2013 - Saturday, 05/18/2013

GUEST ROOM COMMITMENT/GROUP ROOM RATES

The Hotel agrees that it will provide, and John Muir Middle School agrees that it will be responsible for utilizing, 90 room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

Attendees

Date	Day	Standard	Total Rooms
05/15/2013	Wed	30	30
05/16/2013	Thu	30	30
05/17/2013	Fri	30	30

Start Date	End Date	Room Type	Single
05/15/2013	05/17/2013	Standard	$119.00

Hotel room rates are subject to all applicable state and local taxes per night in effect at the time of checkout. Currently there is a 15% Occupancy Tax, 2% Anaheim Tourism Improvement District Fee, and $0.30 State Commerce and Tourism Fee.

PARKING:
Self Parking: $11.00
Valet: $11.00
(in and out privileges are **only** for overnight guests)

MARRIOTT CONFIDENTIAL AND PROPRIETARY INFORMATION

COMMISSION

The group room rates listed above are net non-commissionable. John Muir Middle School will advise its designated agency of these rates and address any resulting agency compensation issues directly with the management of the appropriate agency.

ROOMS ATTRITION

Hotel is relying upon John Muir Middle School's use of the Room Night Commitment. John Muir Middle School agrees that a loss will be incurred by Hotel if John Muir Middle School's actual usage is less than 90% of the Room Night Commitment.

If John Muir Middle School's actual usage is less than 90% of the Room Night Commitment, John Muir Middle School agrees to pay, as liquidated damages and not as a penalty, the difference between 90% of the Room Night Commitment and John Muir Middle School's actual usage, multiplied by the average group room rate, plus applicable taxes.

METHOD OF RESERVATIONS

Reservations for the Event will be made by a rooming list in a format provided by the Hotel. John Muir Middle School will forward its rooming list by **Wednesday, April 24, 2013.**

CUT-OFF DATE

Reservations by attendees must be received on or before **Wednesday, April 24, 2013**, (the "Cut-Off Date"). At the Cut-Off Date, Hotel will review the reservation pick up for the Event, release the unreserved rooms for general sale, and determine whether or not it can accept reservations based on a space- and rate-available basis at the John Muir Middle School group rate after this date.

NO ROOM TRANSFER BY GUEST

John Muir Middle School agrees that neither John Muir Middle School nor attendees of the Event nor any intermediary shall be permitted to assign any rights or obligations under this Group Sales Agreement, or to resell or otherwise transfer to persons not associated with John Muir Middle School reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

BILLING ARRANGEMENTS

The following billing arrangements apply: Room and Tax to Master.

PAYMENT BY CREDIT CARD OR COMPANY CHECK

If John Muir Middle School wishes to pay any portion of its obligation by credit card or company check, the credit card information must be entered into our secure online web-site. Prior to the execution of this agreement John Muir Middle School shall provide hotel with credit card authorization information. A Credit Card Information Request e-mail will be sent to the e-mail address provided by John Muir Middle School. This process must also be followed if direct billing has not been approved and the Master Account charges will be paid by credit card or company check. John Muir Middle School agrees that the Hotel may charge to this credit card any payment as required under this Group Sales Agreement.

CANCELLATION

John Muir Middle School agrees that if it cancels the meeting it will pay Hotel **$9,600.00** plus applicable taxes, within 30 days after cancellation as a reasonable estimate of the harm the cancellation will cause the Hotel. Hotel agrees that after receiving this payment, it will not seek additional damages.

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IMPOSSIBILITY

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, government regulations, disaster, strikes (except those involving the employees or agents of the party seeking the protection of this clause), civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible to provide or use the Hotel facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical – but in no event longer that ten (10) days – after learning of such basis.

DISPUTE RESOLUTION

In the event of dispute resolution, the non-prevailing party will pay the other's costs and attorney's fees.

REWARDS PROGRAM - REWARDING EVENTS

Approximately (10) business days after the conclusion of the Event (provided that the Event is not cancelled and John Muir Middle School has otherwise complied with the material terms and conditions of this Agreement), the Hotel will either award Points or submit an award for airline miles to the Member(s) identified below:

Rewarding Events does not apply to Events booked by or on behalf of any governmental entity, including any federal, state or local agency or any other governmental body, and hotels may not award Points or airline miles to a government employee (or an intermediary booking on behalf of a governmental entity) in connection with the Rewarding Events program or otherwise in connection with planning, scheduling or contracting for an Event.

CHECK ONE OPTION BELOW:

- ❑ Award Marriott Reward Points to the Contact (as identified on page 1 of this Letter or the Authorized Signer of this Letter)
  Member Name _____
  Rewards Program Member Number _____

- ❑ Award Airline Miles to the Contact (as identified on page 1 of this Letter or the Authorized Signer of this Letter)
  Member Name _____
  Rewards Program Member Number _____
  Airline frequent flier account number _____
  Name of airline _____

- ❑ Decline to Award Points or Airline Miles. The Contact and the Authorized Signer of this Letter elect not to receive (and hereby waive the right to receive) an award of Points or airline miles in connection with the Event.

The number of Points or airline miles to be awarded shall be determined pursuant to the Rewards Program Terms and Conditions, as in effect at the time of award. The Rewards Program Terms and Conditions are available on-line at marriottrewards.com, and may be changed at the sole discretion of the Rewards Program at any time and without notice.

The individual(s) identified above to receive either Points or airline miles may not be changed without such individual(s)' prior written consent. By inserting the airline mileage account information, the recipient elects to receive airline miles rather than Points. All Rewards Program Terms and Conditions apply.

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ACCEPTANCE

When presented by the Hotel to John Muir Middle School, this document is an invitation by the Hotel to John Muir Middle School to make an offer. Upon signature by John Muir Middle School, this document will be an offer by John Muir Middle School. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies John Muir Middle School at any time prior to John Muir Middle School's execution of this document, the outlined format and dates will be held by the Hotel for John Muir Middle School on a first-option basis until **Friday, February 22, 2013.** If John Muir Middle School cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at the Hotel's option, the arrangements will be released, in which case neither party will have any further obligations.

Upon signature by both parties, John Muir Middle School and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

ELECTRONIC SIGNATURES

In accordance with federal law, the parties shall execute this Agreement electronically – binding the parties to the same degree as a handwritten signature – by using the following process to create an electronic symbol signifying intent to be legally bound. Each party must fill in the name, title, and date below, and insert a blackened box ("■") at the end of the line marked "Electronic Signature (***Replace Empty Box with Blackened Box Here to Enter Into Binding Obligation)*."*** This Agreement shall not be binding on either party until both parties have electronically executed versions of the Agreement that are identical (apart from the electronic execution) and delivered the same to the other party by electronic mail as an attachment. Each party shall retain a paper copy of the electronic mail and attached executed Agreement received from the other party.

Approved and authorized by John Muir Middle School:

Name: _____

Title: _____

Date: _____

Electronic Signature
(Replace Empty Box with Blackened Box Here to Enter Into Binding Obligation): ❑

Approved and authorized by Hotel:

Name: _____

Title: _____

Date: _____

Electronic Signature
(Replace Empty Box with Blackened Box Here to Enter Into Binding Obligation): ❑

*This may be done in Microsoft Word by double-clicking on the above unfilled box, choosing a blackened box, and then clicking "Insert." Alternatively, one can use the commands "Insert" and "Symbol," choose the blackened box, and then click "Insert."

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