



Agreement between **GHI Inc. dba, The Anaheim Hotel** and **Crittenden**
July 22, 2025

Julie Thompson Crittenden Middle School 1701 Rock Street Mountain View, CA 94043 PH: 408-394-2653 EMAIL: amiyata@mvwsd.org	Roxane K. Cornell The Anaheim Hotel 1700 S Harbor Blvd Anaheim , CA 92802 PH: 714-399-3870 EMAIL: rcornell@theanaheimhotel.com MARKET SEGMENT: SMERF
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Re: Crittenden Middle School

DATES: May 10-13, 2026

Guest Rooms: This Agreement applies to the following block of guest rooms for the group **Crittenden Middle School**

Day	Date	Group Rate	Total Room Block
Sunday	5/10/26	\$179.00	45
Monday	5/11/26	\$179.00	45
Tuesday	5/12/26	\$179.00	45
Wednesday	5/13/26	C/O	0

Crittenden Middle School has a credit from 2025 of \$139.52. This balance will be applied to your May 2026 group.

Total Guest Room Night Commitment: Customer's total guest room night commitment is 135.

ANAHEIM OCCUPANCY TAX AND RESORT FEES:

In addition to the Total Minimum 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 of California, currently the sales tax rate is **7.75%**, and the hotel occupancy tax rate is **15% plus a 2% TID tax 0.195% tourism assessment** fee, room per night, This is not included in the room rate.

Parking and Resort fees are taxable under the city ordinance. **City occupancy tax and resort fees are subject to change with-out notice.**

GROUP PAYMENT DUE DATE:

Total group payment is due no later than: **Friday April 30, 2026.**

Sleeping room rates are **non-commissionable** and are quoted exclusive of applicable state and local taxes, fees and assessments.

ROOM RESERVATIONS: Guest room reservations will be made by rooming list that includes a listing of first and last names, arrival/departure dates. The rooming list must be received no later than **Friday April 30, 2026.** All reservations made by rooming list will be guaranteed for arrival.

EARLY DEPARTURE FEE: An early departure fee of **1 night's room & tax** will apply if a Customer attendee checks out prior to the confirmed checkout date.



GROUP ROOM GUARANTEE/DEPOSIT: In order for your group to be held on definite bases, both the signed agreement and a credit card are needed to hold and guarantee your rooms. If you are choosing to pay by a check a 25% deposit is required. A credit card is still needed to hold your rooms

CUT-OFF DATE: The "cut-off date" for reserving rooms in the Room Block is **5:00 p.m.** local time at Hotel on **Friday April 30, 2026**. After the cut-off date, it is at Hotel's discretion whether to accept additional reservations, which will be subject to prevailing rates and availability. Failure to reserve rooms in the Room Block prior to the cut-off date does not reduce Customer's total guest room night commitment and does not impact the "Attrition" or "Cancellation" provisions below.

BREAKFAST VOUCHERS: If **you wish to order** breakfast vouchers for one or more days of your group's stay, you may do so at a discounted group price of **\$16.95** (inclusive of tax, but gratuity is appreciated) per person, per day. Please fill out the request below:

Dates needed **Number of guests** **Confirming signature** **Today's date**

ATTRITION: The Total Sleeping Room Nights Reserved under this Agreement will generate **\$24,165.00** in revenue for Hotel ("Anticipated Sleeping Room Revenue"). If you do not use all of the sleeping rooms in your Room Block, you agree that the Hotel will suffer damages. Such damages will occur because Hotel will have lost the opportunity to offer your unused rooms to others either individually or as part of another block and will incur additional costs in attempting to resell inventory that was already sold. The parties agree that the exact amount of such damages will be difficult to determine. The parties agree that the liquidated damages clauses provided for in this Agreement are a reasonable effort by the parties to agree in advance on the damages that the Hotel will suffer due to your lack of performance. Therefore, the parties agree that if the contracted Event is held as scheduled, Hotel will not seek damages for Group's failure to use and pay for the Total Sleeping Room Nights Reserved if Group achieves a minimum of **80%** of the Anticipated Sleeping Room Revenue. Should Group achieve less than this amount, Group agrees to pay to Hotel, as reasonable liquidated damages and not a penalty, the difference between **80%** of the Anticipated Sleeping Room Revenue and the actualized guest room revenue received by Hotel for rooms used and paid for as part of the official Room Block, plus any applicable state and local taxes as required by law, as a reasonable estimate of the Hotel's losses on sleeping rooms, ancillary revenue, costs of sale and other losses.

MINIMUM REVENUE: This Agreement will generate revenue for Hotel from a variety of sources, including guest rooms, food & beverage, and charges for ancillary services. The minimum revenue anticipated by Hotel under this Agreement (excluding taxes and other charges) is:

Minimum Guest Room Revenue (135 of room nights in Room Block x \$179.00):	\$ 24,165.00
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The "Attrition" and "Cancellation" provisions below provide for liquidated damages agreed upon by the parties as a reasonable estimate of Hotel's losses and do not constitute a penalty of any kind.

CANCELLATION: If Customer cancels this Agreement, Customer will provide written notice to Hotel, accompanied (except in the case of a Force Majeure event or construction delay) by payment of the amounts indicated below:

DATE OF AGREEMENT SIGNED THROUGH 6 MONTHS PRIOR TO ARRIVAL 30%

Cancellation 3 months prior to the date of arrival:	80% of Hotel's Total Estimated Revenue
Cancellation 6-3 months Prior to arrival:	70% of Hotel's Total Estimated Revenue
Date of signed agreement to 6 months prior:	30% of hotel's Total Estimated Revenue

The parties agree that the amounts included in this Cancellation clause are reasonable estimates of the losses that would be incurred by Hotel and factor in Hotel's ability to mitigate its losses through resale.



FORCE MAJEURE

The performance of this Agreement by either party is subject to acts of God, war, terrorism, government regulation, pandemic disasters, fire, strikes, civil disorder, hurricane, tornado, curtailment of transportation facilities, or other similar cause beyond the control of the parties making it inadvisable, illegal, impractical or impossible to hold a successful event or to provide the hotel accommodations. This Agreement may be terminated without liability or penalty for any one or more of such reasons by written notice from one party to the other party (provided that Hotel may not terminate or suspend this Agreement for strikes or work stoppages involving its employees or agents). In the event that this Agreement is terminated as a result of a force majeure event, Hotel shall automatically refund to Group, the Event attendees and the Event exhibitors any and all deposits or other advance payments of any nature made to Hotel.

PAYMENT OPTIONS: Payment will be made as indicated below. *Please check applicable option.*

	Crittenden Middle School	Guest Pays
Guest rooms (including Taxes are mandatory)	X	
Event Food & Beverage such as catered events & breakfast vouchers	X	
Incidental charges: Will be blocked		

PARKING: We are pleased to offer the following parking rates:

- Overnight Self-Parking - \$29.00 per car, per day.
- **Bus Parking- \$125.00 per bus, per night. Must be pre arranged with the Sales department.**
- **Bus Parking for the day \$50.00 Must be pre arranged with the Sales department.**

BILLING ARRANGEMENTS: We understand that each individual's room and tax will be billed to the master credit card held on file from the group. ***As of April 1, 2017 The Anaheim Hotel only accepts credit card payments and guarantees through SERTIFI Esignature a secure and PCI compliant payment feature. Group payment is due 3 weeks prior to check in.***

Individuals are to pay for own Incidental expenses at the time of check out; any exceptions will be noted prior to group arrival. All meeting related charges will be applied to the master account and direct billed to the company. **No Personal Checks will be Accepted.**

The Hotel accepts major credit cards **through SERTIFI Esignature** or companies check for payment. A minimum of \$4,000.00 is needed to apply for direct bill. If you elect to pay with a major credit card, you authorize the Hotel to bill the credit card for applicable charges in accordance with Hotel policies. You authorize the Hotel to confirm your credit based on all available resources. If direct billing privileges are not approved by Hotel, full prepayment of all estimated charges must be received fourteen (14) days prior to arrival by Hotel-approved method, which includes either company check or SERTIFI payment.

In the event such prepayment is not received by the Hotel, the Hotel shall have the option of releasing your space by providing you with written notice, and Group will remain liable for any cancellation and other similar charges provided in this Contract. For any charges due under this Contract that remain unpaid to the Hotel after thirty (30) days from the date of the invoice or the date said sums are due, a late payment charge equal to the lesser of 1½% per month, or the highest rate permitted by law, shall be applied on the remaining balance until paid in full.

SECURITY: If required, Clients sole judgment, in order to maintain adequate security measures in light of the size and/or nature of your Event, you can 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 Hotel's prior approval. Such security personnel may not carry weapons. Your security agency must sign a hold harmless, indemnification and insurance agreement in the form currently in use at Hotel in favor of **The Anaheim Hotel, Hotel's Owner and Group**, and provide proof of insurance in amounts acceptable to Hotel before they will be allowed to provide security services on Hotel premises.

LAWS & POLICIES: Each party will comply with all applicable federal, state and local laws (including the Americans with Disabilities Act) and Hotel rules and policies. Customer will be responsible for providing its disabled members with auxiliary aids in connection with any Customer events or activities. Upon Customer's reasonable request, Hotel will cooperate with Customer to provide services on behalf of Customer's disabled attendees.



SMOKE/VAPE FREE POLICY: Hotel is a smoke/Vape free hotel. Restaurants on property that are not operated by Hotel may not participate in the smoke/Vape free policy. To protect the smoke/Vape free environment, Hotel will post a **\$200.00** cleaning fee to the account of any guests who smoke/Vape in their guest room. To ensure the cooperation and comfort of Customer's attendees, Customer agrees to advise its attendees of the smoke/Vape free policy in writing.

CONFIDENTIAL INFORMATION: Customer and Hotel will each take reasonable steps to keep all confidential information provided by the other party confidential and to identify information as confidential when shared. Confidential information will not include: **(1)** information that is publicly available; **(2)** PII, which will be handled by the parties in accordance with the "Privacy" provision above; or **(3)** information that is left or discarded in event rooms, public space or guest rooms.

INSURANCE: Each party will maintain insurance sufficient to cover any claims or liabilities which may reasonably arise out of or relate to its obligations under this Agreement and will provide evidence of such insurance upon request.

INDEMNIFICATION: Each party will indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims resulting from its breach of this Agreement or the negligence, gross negligence or intentional misconduct of such party or its officers, directors, employees, agents, contractors, members, or participants. Neither party will be liable for punitive damages.

DISPUTE RESOLUTION: The parties will resolve any claim or dispute arising out of or relating to this Agreement through binding arbitration before one arbitrator conducted under the rules of the American Arbitration Association or JAMS in the state and city in which Hotel is located. The law of the state in which Hotel is located will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or litigation arising out of or relating to this Agreement or the enforcement of any arbitration award, the prevailing party will recover attorneys' fees and costs including expert witness and arbitration fees and pre- and post-judgment interest. Each party will be responsible for attorneys' fees and interest associated with the other party's efforts to collect monies owed under this Agreement.

NOTICE: Any notice required or permitted by the terms of this Agreement must be in writing.

ASSIGNMENT: Customer may not assign or delegate its rights or duties under this Agreement without Hotel's prior approval.

SEVERABILITY: If any provision of this Agreement is held to be invalid or unenforceable that provision will be eliminated or limited to the minimum extent possible, and the remainder of the Agreement will have full force and effect.

WAIVER: If either party agrees to waive its right to enforce any term of this Agreement, it does not waive its right to enforce any other terms of this Agreement.

This Agreement constitutes the entire agreement between the parties, supersedes all other written and oral agreements between the parties concerning its subject matter, and may not be amended except by a writing signed by Hotel and Customer.

OTHER TERMS AND CONDITIONS:

1. Check-in Time is **04:00PM**
2. Check-out Time is **11:00AM**
3. **BAGGAGE STORAGE FOR GROUPS ARRIVING TOGETHER/PORTAGE.** Baggage storage will be provided at a fee of \$8.00 per person, and must be prepaid. If baggage storage is requested, this must be arranged through the Sales Department at least thirty (30) days prior to the group's arrival.
4. If the guest is responsible for any portion of their stay, a *valid credit card* will be required upon check-in, which *will be authorized for the estimated expenses incurred by the guest based on their length of stay*.
5. This Contract constitutes the entire understanding between the parties and supersedes any previous communications, representations or agreements, whether written or oral.
6. The parties agree that venue and jurisdiction regarding any matter related to this Contract shall be in the city and state where the Hotel is located, and the laws of the state where the Hotel is located shall govern.
7. If the Hotel is required to pursue Group to collect the sums owed pursuant to this Contract, the Hotel shall be entitled to recover its reasonable attorneys' fees and court costs.



8. Group agrees to comply with all federal anti-terrorism rules and regulations. Hotel and Group agree to fully cooperate with each other and with governmental authorities to ensure compliance with such laws.
9. Group agrees to abide by all city, state and federal rules and regulations related to smoking on the Hotel property, to apprise its members and attendees of such laws, and to fully comply with said regulations and requirements.
10. Distribution charges per guestroom will apply. **\$2.00** outside of room delivery. **Inside Delivery \$4.00** per room.
11. Extra Persons, Rollways' & Cribs – The **5th** person charge is a minimum of **\$20** plus occupancy tax. Group agrees to identify all **5th** person guest rooms. Rollway's are subject to availability and are an additional **\$20.00** fee. Cribs are also available at an additional **\$10.00** fee

ACCEPTANCE: The undersigned are authorized to agree to the above terms and conditions as outlined, and commit to making this agreement definite and binding. Please indicate your acceptance and approval of the terms of this contract by signing the enclosed copy and returning it to me by **Monday August 18, 2025**. Should we not receive your signed contract by this date, all facilities being held tentatively may be canceled by the Hotel in its sole discretion and without notice to you.

ACCEPTED AND AGREED TO:

GROUP: Crittenden Middle School By: Rebecca Westover	E-Signed : 08/12/2025 03:09 PM PDT <i>Jeffrey Baier</i> jbaier@mvwsd.org IP: 207.31.25.96 Sertifi Electronic Signature DocID: 20250723114130205
Roxane K. Cornell, Senior Sales Manager	E-Signed : 07/23/2025 09:42 AM PDT <i>Roxane Cornell</i> rcornell@theanaheimhotel.com IP: 128.94.8.199 Sertifi Electronic Signature DocID: 20250723114130205
Tina Riley Director of Sales & Marketing	E-Signed : 07/23/2025 11:14 AM PDT <i>Tina Riley</i> triley@theanaheimhotel.com IP: 173.196.226.187 Sertifi Electronic Signature DocID: 20250723114130205
Nathan Fitzgerald General Manager	E-Signed : 07/23/2025 04:37 PM PDT <i>Nathan Fitzgerald</i> nfitzgerald@theanaheimhotel.com IP: 104.28.48.226 Sertifi Electronic Signature DocID: 20250723114130205