



CATERING SALES EVENT AGREEMENT

Mr. Jim Beard
 Orange County Wine Society
 P.O. Box 11059,
 Costa Mesa, CA 92627
 Phone: 949-302-7286
 E-Mail: jim@ocws.org

Dear Mr. Jim Beard,

A satisfied customer is our goal. We believe that if you feel like we delivered the service and product we promised, it is likely you will return and you will tell others about your positive experience.

This **Catering Sales Event Agreement** ("Agreement") is by and between **Orange County Wine Society** ("Group" or "you" or "your(s)") and **HHC HA TRS, Inc.**, ("Owner"), d/b/a **Hilton Anaheim** (the "Hotel" or "we" or "us" or "our").

Especially Prepared for:		Event & Hotel Information:	
Group Contact:	Mr. Jim Beard	Name of "Event":	Orange County Wine Society
Title:		Date(s) of Event:	April 12, 2015 - April 12, 2015
Company Name:	Orange County Wine Society	Post to Reader Board As:	Orange County Wine Society
Address:	P.O. Box 11059	Hotel Contact:	Paula Ramirez
City, State, Zip:	Costa Mesa, CA 92627	Title:	Director Of Catering
Phone:	949-302-7286	Phone:	(714) 740-4280
Email:	jim@ocws.org	Email:	(714) 867-5547

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 FUCTION SPACE CHARGES:

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
12 Apr 2015	7:30 AM	11:00 AM	Setup	Ballroom Reg Desk			N/A
12 Apr 2015	9:00 AM	2:00 PM	Setup	California CD	Exhibition - Booths		N/A
12 Apr 2015	11:00 AM	2:00 PM	Exhibitor Registration	California CD			N/A
12 Apr 2015	1:00 PM	5:00 PM	Registration	Ballroom Reg Desk			N/A
12 Apr 2015	2:00 PM	5:00 PM	Exhibits	California CD	Exhibition - Booths	1000	9,000.00

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

Gratuity: 18.5% (or the current gratuity in effect on the day of the Event pursuant to the applicable collective bargaining agreement) of the food and beverage total plus any applicable state and/or local taxes will be added to your account as a gratuity and fully distributed to servers, and where applicable, bussers and/or bartenders assigned to the Event.

Service Charge: 3.5% (or the current service charge in effect on the day of the Event) of the food and beverage total, 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 gratuity and/or service charge should different amounts be in effect on the day of your Event.

TAXES: In addition to the Total Minimum Anticipated Revenue for your Event, 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 8%, and the hotel occupancy tax rate is 15%.



Summary Of Minimum Revenue Anticipated By Hotel From This Agreement	
Total Anticipated Room Rental Fees:	\$9,000
"Total Minimum Anticipated Revenue":	\$9,000

*** Does not include gratuities, service charges, labor fees, applicable federal, state or local taxes or any other fees outside of food and beverage product sales*

ADDITIONAL CHARGES: In addition to the customary charges associated with your Event (for example, sleeping room rates, meeting room rental, banquet charges, audio-visual, etc.), the Hotel offers other services for which there may be fees either to the Group or the individual attendee (as applicable) and include, but are not limited to, the following: Package Handling, Business Center, Sign Making, Banner Hanging, Private Locks, Electrical Power, Audio Visual & Parking. Prior to your Event, you may request that we disclose to you those potential additional charges that are in effect at the time of your Event.

LABOR & MISCELLANEOUS CHARGE: We will add the following labor & miscellaneous charges to your account as part of this agreement for services

- Security Guards @ \$40 per hour per guard (minimum of 4 hours per guard)
- Sponsored Self-Parking @ \$5 per vehicle (charged by consumption)
- Banquet Attendant Labor Fee @ \$125 per server (plus tax)
- Banquet Captain Labor Fee @ \$150 per captain (plus tax)

GUESTROOMS: The Hotel is pleased to offer discounted guest rooms subject to Hotel availability for you and your attendees. If you wish to take advantage of this offer please establish your guest room booking through this link: www.anaheim.hilton.com/eevents. Guestrooms are subject to availability and are not guaranteed by Hotel for the above contracted event dates. By logging on you will be able to monitor your pick-up directly.

OPTION DATES: These arrangements are being held on a **first option basis** until April 15, 2014 (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 April 15, 2014, 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.

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. Please contact the Hotel at least one month before your Event to review and confirm the details for your Event, including menus, decorations, entertainment and beverage service. Upon review of your Event requirements, Event Orders will be sent to you 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.

GUARANTEE OF ANTICIPATED REVENUE: At least **72 hours (three days)** before your Event, you must inform us of the exact number of people who will attend your Event by contacting your assigned Catering Manager by phone. We will not undertake to serve more than **3%** above this guaranteed minimum. If the Event is held, but the Hotel does not realize the Total Minimum 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 Minimum Anticipated Revenue from your Event (exclusive of gratuities, service charges, labor fees, 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 Minimum Anticipated Revenue indicated at the time you signed this Agreement, whichever is greater.

PAYMENT TERMS: We require that you pay an initial deposit of **\$2,250** at the time that you sign and return this Agreement to us. You agree to pay the entire remaining balance of the estimated Master Account charges by cash, credit card or by certified check at least three (3) business days prior to your Event or by personal bank check no later than two weeks prior to your Event

All charges can be paid by a major credit card that we accept. Please contact us for a then-current list of those major credit cards that our Hotel accepts as of the Event dates. Currently, Hilton Worldwide accepts MasterCard, Visa, Diners Club, American Express and JCB International.

We reserve the right to check your credit status at any time before the commencement of the Event, and we reserve the right to increase the amount of deposits and/or pre-payments should there be a negative change in your financial status. You expressly consent to our conducting any such credit checks. If advance payments or deposits are not paid on a timely basis, the Hotel will have the right, at its option, to consider the Agreement cancelled and will be entitled to cancellation damages as provided in this Agreement.

If credit has not been approved for your Event, you will provide us with a valid credit card to which all estimated Master Account charges will be charged no later than **3 business days prior to arrival**. If credit has been approved, 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 when you advise us of your approval of the Master Account bill. If any charges are disputed, you agree that we may charge the undisputed charges to the credit card account immediately and the remainder will be charged upon resolution.

If payment of all undisputed charges is not received within thirty (30) days after your receipt of the final invoice, a finance charge of 1.5% per month, or the maximum amount allowed by law, whichever is less, will accrue on the unpaid, undisputed amount, commencing on the date of receipt of the final invoice.

If any charges are disputed, then 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 Minimum 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	Percentage of Total Minimum Anticipated Revenue Owed	Amount of Cancellation Damages Owed
Cancellation between date of signing and December 31, 2014:	25 % =	\$2,250
Cancellation between January 1, 2015 and February 28, 2015:	50 % =	\$4,500
Cancellation between March 1, 2015 and date of arrival	100 % =	\$9,000

Payment of cancellation damages is due within 30 days following your written notice of cancellation to us>. 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.

IMPOSSIBILITY: Neither party shall be responsible for failure to perform this Agreement if 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, you agree to protect, indemnify, defend and hold harmless the Hotel, Hotel's Owner, and Hilton Worldwide, Inc., and each of 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 to the extent such any such Claim(s) arise out of the negligence, gross negligence or intentional misconduct of Group's employees, agents, contractors, or attendees. Nothing in this indemnification shall require you 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.

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, and you agree to add Hotel and Hilton Worldwide, Inc. as additional insureds under all applicable policies for your Event. 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.

Please note that obtaining and maintaining appropriate insurance protects you by providing coverage to you by paying the Hotel for damages that occur during your Event and which you would otherwise be required to pay under the indemnification clause. For informational purposes only, single event insurance (sometimes called "private event insurance" or "special event insurance") may be available for purchase at reasonable rates, including from reputable online insurance providers. When purchasing single event insurance, you should select general liability and property damage coverage.

Hotel agrees to maintain general liability insurance with limits not less than \$5,000,000 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 such 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 either party may give notice to the other party of its intention to pursue arbitration. Arbitration of disputes arising out of or in connection with this Agreement will be resolved using one arbitrator before JAMS or 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 if any dispute arises in any way relating to or arising out of this Agreement, the prevailing party in any arbitration or court proceeding will be entitled to recover an award of its attorney's fees and costs, plus pre and post judgment interest. If we retain the services of a collection agency or attorney to assist in the collection of any amounts due to us under this Agreement, you will pay all expenses incurred by us in such collection efforts.

ENTIRE AGREEMENT: This Agreement, together with the Standard Terms and Conditions (attached hereto and incorporated herein by reference), the below-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.

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>

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.

ACCEPTED AND AGREED TO:

GROUP:

Orange County Wine Society
By: Jim Beard

HOTEL:

HHC HA TRS, Inc.,
d/b/a Hilton Anaheim
777 Convention Way
Anaheim, CA 92802
By Hilton Worldwide, Managing Agent

By: _____
Meeting Planner

Name: _____

Dated: _____

By: _____
Paula Ramirez, Director Of Catering

Name: _____

Dated: _____

The Hilton Family



HILTON ANAHEIM
Credit Card Payment Authorization Form

Please complete all areas below. Incomplete requests may be rejected. This form must be received at least 5 business days prior to the Check-In, or by specified date in Event Contract, to ensure acceptance of the credit card to be charged. Do not send completed form by email.

FAX COMPLETED FORM TO: (714) 867-5547

ATTN: Paula Ramirez
(714) 740-4280

HOTEL USE ONLY:

Date: _____

Guest / Group Name: Orange County Wine Society		
Check-In / Start Event Date: Sunday, April 12, 2015 Check-Out / End Event Date: Sunday, April 12, 2015		
Name of Person/Group Making Reservation: Mr. Jim Beard	Phone: 949-302-7286	
	Email: jim@ocws.org	
Authorized Amount: _____	Approval Code: _____	Date: _____

CARDHOLDER - Please complete the following section and sign/date below.

Cardholder Name as it Appears on Credit Card: _____		
Cardholder Billing Address: _____		
City: _____	State: _____	Zip: _____
Daytime /Business Telephone: _____		Evening Telephone: _____
Credit Card Number: _____		Expiration Date: _____
Credit Card Type: (Circle one) <input type="checkbox"/> American Express <input type="checkbox"/> Discover <input type="checkbox"/> JCB <input type="checkbox"/> Diners Club <input type="checkbox"/> Visa/MasterCard		
Credit Card Issuing Bank Name: _____		Bank Phone Number (from back of your credit card): _____
I agree to cover the following categories of charges: (Please circle) All		
Charges	Room & Tax	Food & Beverage Retail Recreation
I agree to cover the above categories of charges up to a Maximum Amount of \$ _____		
DIRECT BILL ACCOUNT PAYMENTS ONLY:		
Name on Invoice/Statement _____		Date on Invoice/Statement _____
Invoice/Statement Number _____		Authorized Amount \$ _____

Note: Charges for room and tax, group deposits or direct bill account payments will be charged to your credit card immediately. Any incidental charges circled above will be charged at the time of check-out.

Amount to be immediately charged to credit card for room and taxes or deposit: \$2,250

Final Balance Billed to Credit Card (hotel use only): \$ _____

By signing below, you authorize the hotel to charge your credit card immediately for the amount indicated above up to the "Maximum Amount" indicated above. You further acknowledge that if "all charges" has been selected, then all guest/group related charges (less Deposit) will be charged to the above card number at the time of check-out or event conclusion.

Cardholder Signature: _____ Date: _____