



CONFERENCE & SEMINAR CONTRACT

CLIENT: So Cal Coda Conference

CLIENT #: SOCACC

CLIENT ADDRESS: 4634 Cheshire St

TELEPHONE 1: 760-215-9060

TELEPHONE 2:

DATE(S) OF FUNCTION: June 8, 2019

TIME OF FUNCTION: 7:30am – 7:00pm

NUMBER OF ATTENDEES: 200

ROOM (s): Captain's (\$2200), C1 (\$275) and C8 (\$275)

EQUIPMENT: 3 – Whiteboards (\$25ea)

USE OF EVENT ROOM: Meeting

DEPOSIT: A Deposit in the amount of **\$1375.00** is required with signed Contract.

Once CLIENT signs and returns this Conference & Seminar Contract ("Contract") to SCPT Marina Village, LLC, a Delaware limited liability company ("CENTER"), along with the required fee specified below, CLIENT's reservation will be confirmed and considered a definite booking of the meeting room at Marina Village, 1936 Quivira Way, San Diego, CA 92109 ("Marina Village") commonly referred to as **Captain's Room** (the "Event Room") at the cost of **\$2200.00** (the "Fee") and **C1 & C8** (the "Event Room") at the cost of **\$275.00 each** (the "Fee")

FEES & CHARGES

The charge for the Event Room, the equipment charge, and any other special service charges shall be as set forth below in the Summary of Charges.

Final arrangements must be confirmed with the CENTER no less than three (3) working days prior to the event date. Should any changes to the room set-up occur after the room is set, CLIENT will incur an additional labor charge at the rate of \$40.00 per hour with a minimum one (1) hour charge.

OCCUPANCY

In no case shall occupancy exceed posted occupancy limitations as defined by the San Diego City Building Department. In the event the attendance to the event exceeds the legal capacity of the room, CLIENT will be in default and the CENTER has the right to immediately terminate the remainder of the event.

CANCELLATION POLICY / AMENDMENTS

If CENTER receives written cancellation notice from CLIENT greater than twenty-one (21) calendar days prior to scheduled meeting date, fifty (50%) percent of the contract value shall become due. If CENTER does not receive written cancellation notice from CLIENT at least twenty-one (21) calendar days prior to scheduled meeting date, seventy-five (75%) percent of the contract value shall become due. This amount will be billed to CLIENT, due and payable upon receipt.

CENTER reserves the right to cancel this Contract at any time, with or without notice, in the event that any term, condition or promise in this Contract has been or is being violated. In such event, there will be no reimbursement or credit towards any fee previously paid or any fee still owing. If the CENTER brings any action to enforce any of the terms, conditions or promises in this Contract, it shall be entitled to its reasonable attorney's fees incurred in such an action.

All changes to the Contract or cancellations must be in writing (letter or facsimile) and signed by CLIENT or their authorized agent; provided, however, that the requirement that cancellations be in writing does not apply in the case of CLIENT's failure to make deposits on time. Changes are not an amendment to this Contract unless signed by the CENTER's agent.

TERMS & CONDITIONS

By execution of this Contract and conducting the event, CLIENT shall be deemed to have accepted the Event Room in an "as is" condition and as being in acceptable order, condition and repair. Marina Village does not warrant that all of the facilities meet all of the ADA Compliance requirements, however most of the rooms are accessible and the CLIENT must advise CENTER if an accessible room is needed for the event so this requirement can be accommodated.

CLIENT represents that the event will be hosted by CLIENT. CLIENT shall have no right to assign this Contract without CENTER's prior written consent which may be withheld at CENTER's sole option.

The CENTER reserves the right to assign another room for CLIENT's function in the event that the room originally designated for such function shall become unavailable. Any such changes shall be at the sole discretion of the CENTER.

If any liquor is served during the event it must be served at a "hosted" bar. Any sale of liquor during the event must be pursuant to a liquor license and appropriate liquor liability insurance, a copy of which must be submitted to CENTER prior to the event. If alcohol is served it must be accompanied by a reasonable offering of food and CLIENT assumes full responsibility for the actions of guests who become intoxicated and shall not allow minors to consume alcohol during the event. The determination of "reasonable" is solely at the discretion of CENTER. CLIENT agrees not to allow anyone under 21 years of age to consume alcoholic beverages in any room or the grounds of Marina Village. In accordance with City Ordinance 56.54 alcoholic beverages must be consumed within the premises. Any violations of this law would threaten the potential liabilities of the CENTER and therefore is grounds, within the sole and absolute discretion of the CENTER, for terminating this Contract without notice and without a refund to the CLIENT. CLIENT agrees to be responsible to ensure that none of its INVITEES engage in any conduct or activities within the Event Room or the grounds of Marina Village that violate any ordinance or law.

If CLIENT borrows and fails to return any and all keys for the Event Room within twelve (12) hours of the scheduled completion of the event, the Event Room will be re-keyed at CLIENT's sole expense of \$200.

CLIENT acknowledges and agrees that (i) there are a number of rooms at Marina Village at which events are hosted and, as a result, there may be other events that occur at the same time as the event that CLIENT is hosting and CENTER is not responsible for the actions of the invitees at such events, (ii) CLIENT's guests will be restricted to participation in CLIENT's event and shall not be entitled to participate in any other events that may occur during CLIENT's event in another portion of Marina Village, (iii) not all buildings and grounds of Marina Village are accessible to disabled persons, (iv) CENTER shall bear no responsibility for ensuring that its buildings and grounds are accessible to disabled persons, and (v) access to the marina itself is not restricted by a fence.

Neither CENTER nor CENTER's officers, directors, shareholders, trustees, principals, employees, agents, contractors, predecessors, successors and/or assigns (whether disclosed or undisclosed) (collectively referred to herein as the "CENTER PARTIES") shall be liable to CLIENT or to CLIENT's guests, invitees, licensees, agents, employees and/or independent contractors (collectively referred to herein as the "INVITEES"), for any losses, liabilities, obligations, claims, damages, expenses, costs (including without limitation attorneys' fees), penalties or fines (collectively referred to herein as "DAMAGES") incurred in connection with or arising from the fact that any buildings and/or the grounds at Marina Village are not accessible to disabled persons and/or the fact that access to the marina is not controlled.

ACCESS & INDEMNITY

CLIENT acknowledges that Marina Village is located on parklands with full public access. CLIENT takes full responsibility for crowd control.

CLIENT acknowledges being informed, and shall assume full responsibility for informing its INVITEES who may have a need for such information, that rest rooms that are accessible to disabled persons are located in the area identified on Exhibit "B" attached hereto. CLIENT agrees to inspect the Event Room prior to or within 72 hours of signing this Contract to ensure suitability of the Event Room for the planned event and the anticipated guests or supporting equipment. CLIENT is advised that the second story rooms and seating areas are not serviced by elevators and some of the rooms require the use of public restroom facilities. CLIENT

acknowledges that access to the docks and gangway to the docks is restricted and that its Invitees shall not be granted access to this portion of Marina Village during the event.

CLIENT hereby agrees to indemnify, defend, and hold harmless CENTER and the CENTER PARTIES from and against any and all DAMAGES, arising from (a) the use of any room and/or the grounds of Marina Village by CLIENT and/or the INVITEES, or (b) from CLIENT's activities or the activities of the INVITEES in any room and/or on the grounds of Marina Village, including in the waters of the marina, or (c) from anything done, permitted or suffered by CLIENT or the INVITEES in any room or on the grounds of Marina Village, including, but not limited to, activities conducted by any vendor engaged by CLIENT to provide food and beverages, or (d) from CLIENT's failure to observe or perform any agreement or promise under this Contract. This indemnity obligation shall survive the termination of the Contract.

CLIENT agrees to be responsible for any damage done by the CLIENT, the INVITEES, or other agents under the CLIENT's control. The CENTER will not assume or accept responsibility for conditions beyond the control of the CENTER or damage to or loss of any merchandise or articles left in the room prior to, during, or following the CLIENT's function.

In event of an emergency that requires fire, police or emergency medical personnel, CLIENT agrees to call 911 immediately. In these cases, CENTER would act in the same manner and the emergency response may be unduly delayed if CLIENT delays. CENTER's security personnel are not trained or qualified to administer emergency services. On-Site staff may be located at the office during business hours (619-222-1620) or after hours at (619) 666-5418 (primary) or (619) 778-6415 (secondary).

If CENTER is required to bring any action to enforce any of the terms, conditions or promises in this Contract, CENTER shall be entitled to reimbursement for its reasonable attorney's fees incurred in such an action.

SUMMARY OF ESTIMATED CHARGES

Total Room Charge:	\$ 2750.00		
Equipment	\$ 75.00		
Total Charge	\$ 2825.00	+ Additional Equipment	
Less Initial Payment:	(\$ 1375.00)	Due with signed contract	
Balance	\$ 1450.00	+ Additional Equipment	Due Date: Upon Invoice

It is understood by CLIENT that this Contract is tentative and not binding until the initial payment (Fee) of the event deposit and this signed Contract is received and countersigned by CENTER's representative. Continued room availability is subject to receipt of an executed copy of the Contract and the deposit.

CLIENT:

Signature: _____ Date _____

Print Name: _____

CENTER:

SCPT Marina Village, LLC, a Delaware limited liability company
By: CHM Hotels Inc., its Property Manager

By: _____ Date _____

Title: _____

EXHIBIT "B"

ADA Compliant Restroom Locations

