JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS

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| **STANDARD AGREEMENT COVERSHEET** (rev 2-11-13) | | | | | | |
| **For Hotel and Conference Services** | | |  | | AGREEMENT NUMBER | |
|  | | |  | | **@Agreement Number** | |
| FEDERAL EMPLOYER ID NUMBER | |
|  | | | | | **@Fed. Employer ID Number** | |
| 1. | In this agreement (the “Agreement”), the term “Contractor” refers to **@Contractor name**, and the term “AOC” refers to the **Judicial Council of California, Administrative Office of the Courts**. | | | | | |
| 2. | This Agreement becomes effective as of | **@Date** | | (the “Effective Date”) and expires on | | **@Date**. |
|  | | | | | | |
| 3. | The Work will be provided during the following Program Dates: **@insert actual Program dates**. | | | | | |
| 4. | The title of this Agreement is: **@Title**.  The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of the Agreement. | | | | | |
| 5. | The maximum amount that the AOC may pay Contractor under this Agreement is **$@Dollar amount OR**, in lieu of all other charges, the Termination Fee, in accordance with the Termination Fee charge provision, as set forth in Exhibit B. | | | | | |
|  | | | | | | |
| 6. | The parties agree to the terms and conditions of this Agreement and acknowledge that this Agreement (made up of this coversheet, the following exhibits, and any attachments) contains the parties’ entire understanding related to the subject matter of this Agreement. If there are any inconsistent terms in the exhibits, the following is the descending order of precedence:  Exhibit A, G, B, C, D, E, F, and H. | | | | | |
|  | | | | | | |
|  | Exhibit A - General Terms and Conditions  Exhibit B - Supplemental Conditions  Exhibit C - Special Provisions for Sleeping Rooms  Exhibit D - Special Provisions for Meeting & Function Rooms  Exhibit E - Special Provisions for Food and Beverage Service  Exhibit F - Special Provisions for Miscellaneous Requirements and Expenses  Exhibit G - Special Provisions for Payment  Exhibit H - Attachments, including(modify as necessary to include all attachments:): @Attachment @1, Hotel/Motel Transient Occupancy Tax Waiver; Attachment @2, Contractor’s Audio-Visual Equipment Price List; and, Attachment @3, Contractor’s Catering Price List | | | | | |
|  |  | | | | | |
| 7. | All charges to this Agreement's Master Account, as specified herein, shall be paid with an American Express Meeting Planner Account, to be provided to the Contractor in accordance with Exhibit G. | | | | | |
|  |  | | | | | |

|  |  |
| --- | --- |
| **AOC’S SIGNATURE** | **CONTRACTOR’S SIGNATURE** |
| **Judicial Council of California,**  **Administrative Office of the Courts** | CONTRACTOR’S NAME *(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.)*  **@Contractor name**  @Ktr |
| BY *(Authorized Signature)*  **Sample Only – Do Not Sign**  ✍ | BY *(Authorized Signature)*  ✍ |
| PRINTED NAME AND TITLE OF PERSON SIGNING  @Name and title | PRINTED NAME AND TITLE OF PERSON SIGNING |
| DATE EXECUTED | DATE EXECUTED |
| ADDRESS  Attn: Fiscal Services Office, Business Services Unit  455 Golden Gate Avenue  San Francisco, CA 94102 | ADDRESS  @Address |

EXHIBIT A

GENERAL TERMS AND CONDITIONS

1. Definitions

##### The terms provided below and elsewhere throughout the Contract Documents shall apply to the Agreement as defined.

[If any terms in this section are modified – revised 3/28/06.]

* 1. “**Amendment**” means a written document issued by the AOC and signed by the Contractor and the AOC which alters the Contract Documents and identifies the following: (i) a change in the Work; (ii) a change in Contract Amount; (iii) a change in time allotted for performance; and/or (iv) an adjustment to the Agreement terms.
  2. “**Attendee**” or “**Participant**” means persons attending or participating in the Program as (i) a presenter, speaker, trainer, or student, (ii) the AOC’s staff, and/or (iii) the guests of any of the persons listed previously.
  3. “**Banquet Event Order**” or “**BEO**” means a written order issued by the Contractor to the AOC that confirms the AOC’s specific instructions and orders with respect to the Program on any one or more of the following, but does not alter any of the Agreement’s terms and conditions: (i) meeting and/or function room(s) and set-up requirements and/or rental charges; (ii) meal menus and prices and set-up requirements; and/or (iii) audio-visual equipment and set-up requirements and/or rental charges. BEO’s will be approved and signed by the AOC’s representative, as set forth in Exhibit B.
  4. The “**Contract**” or “**Contract Documents**” constitute the entire integrated agreement between the AOC and the Contractor, as attached to and incorporated by a fully executed Standard Agreement Coversheet form. The terms “Contract” or “Contract Documents” may be used interchangeably with the term “**Agreement**.”
  5. “**Contract Amount**” means the total amount encumbered under this Agreement for any payment by the AOC to the Contractor for performance of the Work, in accordance with the Contract Documents.
  6. The “**Contractor**” means the individual, sole proprietor, association, partnership, company, corporation, subsidiary, affiliate, or combination thereof, including joint ventures, or any other entity, named on the Standard Agreement Coversheet form, that is contracting with the AOC as a party to this Agreement to do the Contract Work.
  7. “**Day**” means calendar day, unless otherwise specified.
  8. “**Force Majeure**” means an event which impacts the timely performance of Work, or makes it inadvisable, illegal or impossible to hold the Program or provide the Property, for which neither the Contractor nor the AOC are liable because such event was unforeseeable and beyond the control of the party. Force Majeure include, but are not limited to:
     1. Acts of God or the public enemy, war, terrorism, or civil unrest;
     2. Acts or omissions of any government entity;
     3. Fire or other casualty for which a party is not responsible;
     4. Quarantine or epidemic;
     5. Strike or defensive lockout;
     6. Curtailment of transportation facilities; and,
     7. Unusually severe weather conditions.
  9. “**Master Account**” or “**AOC’s Master Account**” shall mean the AOC’s billing account to which the Contractor is authorized to charge specifically identified charges under this Agreement.
  10. “**Material**” means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
  11. “**Notice**” means a written document signed by a representative of either party to this Contract providing formal notification and sent by: (i) depositing in the U. S. Mail or commercial express mail, prepaid, to the address of the authorized representative of the other party, as set forth in the Contract Documents; or (ii) hand-delivery to the other party’s authorized representative, as set forth in the Contract Documents. All Notices shall include the Contract number, as provided on the Standard Agreement Coversheet form, and shall be effective on the date of receipt.
  12. “**PCC**” refers to the California Public Contract Code.
  13. “**Program**” or “**Conference**” shall mean all activities associated with any functions, room rentals, and/or meals on the dates indicated, that are the subject of this Agreement, as described on the Standard Agreement Coversheet form.

* 1. “**Property**” means the location of the Program or Conference facilities, at the address set forth herein, including its sleeping rooms, meeting and/or function rooms, dining rooms, food preparation areas, reception, and/or other public areas and grounds.
  2. “**Standard Agreement Coversheet**” refers to the form used by the AOC to enter into agreements with other parties. Several originally signed, fully executed versions of the Standard Agreement, together with the integrated Contract Documents, shall each represent the Agreement as an individual contract counterpart.

* 1. “**Standard Amendment Coversheet**” refers to the form used by the AOC to amend agreements with other parties. Several originally signed, fully executed versions of a Standard Amendment, together with the integrated Contract Documents, shall each represent an Amendment as an individual contract counterpart.
  2. “**Subcontractor**” shall mean an individual, sole proprietor, association, partnership, company, corporation, subsidiary, affiliate, or combination thereof, including joint venture or any other entity, having a contract, purchase order, or other agreement with the Contractor, or with any Subcontractor of any tier, for the performance of any part of this Contract. For purposes of this Agreement and unless otherwise expressly stated, the term “Subcontractor” includes, at every level and/or tier, all subcontractors, suppliers, and materialmen.
  3. “**Third Party**” refers to any individual, sole proprietor, association, partnership, company, corporation, subsidiary, affiliate, or combination thereof, including joint venture or any other entity, which is not a party to this Agreement.
  4. “**Work**” or “**Contract** **Work**” may be used interchangeably to refer to any or all the facilities, services, labor, Materials and other items necessary for the performance, completion and fulfillment of the Agreement by the Contractor to the satisfaction of the AOC.

1. Relationship of Parties

Contractor shall be, and is, an independent contractor, and is not an employee or agent of the AOC, and is not covered by any employee benefit plans provided to AOC employees. Contractor is liable for the acts and omissions of itself, its employees, its Subcontractors and its agents. Nothing in this Agreement shall be construed as creating an employment or agency relationship between the AOC and Contractor. Contractor will determine the method, details and means of performing the Work, including, without limitation, exercising full control over the employment, direction, compensation and discharge of all Subcontractors, agents, employees or other persons assisting Contractor in the performance of the Work. Contractor shall be solely responsible for all matters relating to the payment of Contractor’s employees, including but not limited to compliance with Medicare, social security, income tax withholding, unemployment and workers’ compensation laws and regulations, withholding for/providing of any and all employee benefits, and all other laws and regulations governing such matters. Neither party to this Agreement has any authority to enter into any contract or otherwise incur any liability in the name of, or on behalf of, the other party.

1. Assignment

##### Without the written consent of the AOC, the Contractor shall not assign this Agreement in whole or in part. Any assignment in violation hereof shall be null and void.

1. Consideration for Performance

##### The consideration to be paid to the Contractor under this Agreement will be compensation for all the Contractor’s expenses incurred in the performance of this Agreement, unless otherwise expressly provided.

1. Time of Essence

Time is of the essence in Contractor’s performance of this Agreement.

1. Subcontracting
   1. The Contractor shall not subcontract an amount exceeding ten percent (10%) of this Agreement’s Contract Amount to any single Subcontractor for any Work provided hereunder, unless the AOC agrees to the subcontract in writing.
   2. The Contractor shall require each Subcontractor to comply with the provisions of this Contract.
   3. No party to this Agreement shall in any way contract on behalf of or in the name of another party to this Agreement.
2. Notice of Force Majeure

##### If performance is delayed as a result of Force Majeure, the affected party shall provide prompt Notice to the other party and shall be excused from default or delay in performance while such circumstances prevail so long as such party continues to use commercially reasonable efforts to recommence performance as soon as possible.

1. Changes and Amendments
   1. Changes or Amendments to any component of the Contract Documents can be made only with prior written approval from the AOC. An oral understanding or agreement shall not be binding on any of the parties. Requests for changes or Amendments must be submitted to the AOC in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. After the AOC reviews the request, a written decision shall be provided to the Contractor.
   2. BEO’s may be used to make changes that do not modify the terms and conditions of the Agreement.
   3. Amendments to the Agreement shall be authorized via bilateral execution of a Standard Amendment Coversheet form.
   4. Additional funds may not be encumbered under the Agreement due to an act of Force Majeure, although the performance period of the Agreement may be amended due to an act of Force Majeure.
   5. An Amendment is required to change the Contractor’s name as set forth on the Standard Amendment Coversheet form. Invoices presented with a new or different name or tax identification number cannot be paid prior to execution of such Amendment.
2. Accounting System Requirement

##### The Contractor shall maintain an adequate system of accounting and internal controls that meets Generally Accepted Accounting Principles or “GAAP.”

1. Retention of Records and Audit
   1. The Contractor shall maintain all financial data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with state and federal law, a minimum retention period being no less than four (4) years after final payment under this Agreement.
   2. The Contractor shall permit the authorized representative of the AOC or its designee or both at any reasonable time to inspect or audit all data relating to performance and billing to the AOC under this Agreement. Without limiting the foregoing, this Agreement is subject to examinations and audit by the State Auditor for a period of three years after final payment.
2. Contractor Certification Clauses

Contractor represents and warrants that the following statements are true. During the term of the Agreement, Contractor shall not take an action, or omit to perform any act, that results in a representation and warranty becoming untrue. Contractor shall promptly notify the AOC if any representation and warranty becomes untrue.

A. No Gratuities. Contractor has not directly or indirectly offered or given any gratuities (in the form of entertainment, gifts, or otherwise) to any AOC personnel with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement.

B. No Conflict of Interest. Contractor has no interest that would constitute a conflict of interest under (i) PCC 10365.5, 10410 or 10411; (ii) Government Code sections 1090 et seq. or 87100 et seq.; or (iii) California Rules of Court, rule 10.103 or 10.104, which restrict employees and former employees from contracting with judicial branch entities.

C. Authority. Contractor has authority to enter into and perform its obligations under this Agreement, and Contractor’s signatory has authority to bind Contractor to this Agreement. This Agreement constitutes a valid and binding obligation of Contractor, enforceable in accordance with its terms. If Contractor is a corporation, LLC, or limited partnership, Contractor is qualified to do business and in good standing in the State of California.

D. No Interference with Other Contracts. To the best of Contractor’s knowledge, this Agreement does not create a conflict of interest or default under any of Contractor’s other contracts.

E. No Litigation. No suit, action, arbitration, or legal, administrative, or other proceeding or governmental investigation is pending or, to Contractor’s knowledge, threatened against or affecting Contractor or Contractor’s business, financial condition, or ability to perform this Agreement, except any suit, action, arbitration, proceeding, or investigation that individually or in the aggregate with others will not or would not have a material adverse affect on Contractor’s business, the validity or enforceability of this Agreement, or Contractor’s ability to perform this Agreement.

F. Compliance with Laws. Contractor is in compliance in all material respects with all laws, rules, and regulations applicable to Contractor’s business and services, and pays all undisputed debts when they come due.

G. Drug Free Workplace. Contractor provides a drug-free workplace as required by California Government Code sections 8355 through 8357.

H. No Harassment. Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement, and Contractor takes all reasonable steps to prevent harassment from occurring.

I. Non-discrimination. Contractor complies with the federal Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and California’s Fair Employment and Housing Act (California Government Code sections 12990 et seq.) and associated regulations (California Code of Regulations, title 2, sections 7285 et seq.). Contractor does not unlawfully discriminate against any employee or applicant for employment because of age (40 and over), ancestry, color, creed, disability (mental or physical) including HIV and AIDS, marital or domestic partner status, medical condition (including cancer and genetic characteristics), national origin, race, religion, request for family and medical care leave, sex (including gender and gender identity), and sexual orientation. Contractor will notify in writing each labor organization with which Contractor has a collective bargaining or other agreement of Contractor’s obligations of non-discrimination.

J. National Labor Relations Board. No more than one, final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court requiring Contractor to comply with an order of the National Labor Relations Board. Contractor swears under penalty of perjury that this representation is true.

K. Not an Expatriate Corporation. Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC 10286.1, and is eligible to contract with the AOC. (Expatriate corporations are certain foreign incorporated entities that are publicly traded in the United States. For additional information, see PCC 10286.1.)

L. Child Support Compliance Act. If the Contract Amount is $100,000 or more:

(1) Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

(2) Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

M. Domestic Partners; Spouses; Gender Discrimination. If the Contract Amount is $100,000 or more, Contractor certifies that it is in compliance with PCC 10295.3, which places limitations on contracts with contractors who discriminate in the provision of benefits regarding marital or domestic partner status.

1. Security and Safety
   1. The Contractor warrants it is and shall remain in compliance with all applicable local, state and federal laws, regulations, codes and ordinances relating to fire, construction, building, health, food service and safety, including but not limited to the Hotel and Motel Fire Safety Act of 1990, Public Law 101-391. The AOC may terminate this Agreement, pursuant to the termination for cause provision set forth herein, without penalty or prejudice if the Contractor fails to comply with the foregoing requirements.
   2. The Contractor shall assure that each Attendee is advised of all the appropriate precautions that should be taken to provide for the Attendee’s safety while on the Property. The Contractor shall take every reasonable precaution to provide for the security of Attendees and their belongings.
   3. The Contractor shall immediately advise the AOC’s staff of any known problems that involve the Attendees during the Program including, but not limited to, assaults, burglaries, accidents, and/or illnesses.
2. Contractor Insurance Requirements

##### When performing Work on property in the care, custody, or control of the AOC, the Contractor shall maintain all commercial general liability insurance, workers’ compensation insurance, and any other insurance the AOC deems appropriate under the Agreement. Upon request from the AOC, the Contractor shall furnish an insurance certificate evidencing required insurance coverage acceptable to the AOC. The Contractor may also be required to have the AOC shown as an additional insured on selected policies.

1. State of California Public Liability and Workers’ Compensation Program
   1. The AOC has elected to be self-insured for its motor vehicle, aircraft liability and general liability exposures.
   2. The AOC administers workers’ compensation benefits for its employees through a Third Party agreement.
2. Indemnification

##### The Contractor shall indemnify, defend (with counsel satisfactory to the AOC), and save harmless the AOC and its officers, agents, and employees from any and all claims and losses, including attorney fees, accruing or resulting to any and all other contractors, Subcontractors, suppliers, and laborers, and any other person, firm, or corporation furnishing or supplying Work, services, supplies, or services in connection with the performance of this Agreement, and from any and all claims and losses, including attorney fees, accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Contractor or its agents or employees in the performance of this Agreement.

1. Limitation on AOC's Liability

##### The AOC will not be responsible for loss or damage to any non-AOC equipment or property arising from causes beyond the AOC's control. In any event, the AOC's responsibility for repairs and liability for damages or loss shall be limited to that made necessary by or resulting from the negligent acts or omissions of the AOC or its officers, employees, or agents. The AOC will not be liable for any charges incurred in connection with this Program, or any AOC activities, unless expressly provided for under this Agreement.

1. Condition of the Contractor’s Property or Equipment

##### The Contractor shall make the Property and/or equipment available to the AOC, pursuant to the terms and conditions set forth in this Agreement. The Contractor shall immediately remedy any problem with the Property’s physical plant or equipment that impairs or diminishes the quality of the Program. The Contractor shall ensure the appropriate hot water, heating, and ventilation is provided at the Property during the Program, inclusive in the prices set forth herein.

1. Changes in Service

##### This Agreement is made in good faith based upon the present and projected conditions and the quality of the equipment and/or Property, as well as its present ownership and management. Should changes in any of these elements occur which the AOC believes may adversely affect the Program, the AOC reserves the right to renegotiate this Agreement or terminate pursuant to the termination for cause provision, as set forth herein, without penalty or prejudice.

1. Termination for Cause
   1. Pursuant to this provision, the AOC may terminate this Agreement in whole or in part under any one (1) of the following circumstances, by issuing a written Notice of default to the Contractor:
      1. If the Contractor (a) fails to perform the Work within the time specified herein or any extension thereof, (b) fails to perform any of the other provisions of this Agreement, or (c) so fails to make progress as to endanger performance of this Agreement in accordance with its terms; or,
      2. If the Contractor should cease conducting business in the normal course, become insolvent or bankrupt, make a general assignment for the benefit of creditors, admit in writing its inability to pay its debts as they mature, suffer or permit the appointment of the receiver for its business or assets, merge with or be purchased by another entity, or avail itself of or become subject for a period of thirty (30) days to any proceeding under any statute of any state authority relating to insolvency or protection from the rights of creditors.
   2. In the event that this Agreement is terminated in whole or in part, pursuant to this provision, the AOC may procure, upon such terms and in such a manner as it may deem appropriate, supplies or services similar to those terminated, and the Contractor shall be liable to the AOC for any excess costs for such similar supplies or services, including all incidental and consequential damages suffered by the AOC. Said charges may include, but are not limited to, assistance in re-booking the Program at another facility of comparable quality, reimbursement (based on hourly wages) for time spent by the AOC’s staff in re-booking the Program, and cost of additional printing of necessary materials due to change, subject to the limitations contained elsewhere herein; further, the Contractor shall continue the performance of this Agreement to the extent not terminated under this provision.
   3. In the event the Agreement is terminated in whole or in part, pursuant to this provision, the Contractor shall not charge a fee or penalty to the AOC or any Attendee scheduled to participate in that part of the Work terminated.
   4. The parties shall not be liable for any excess costs if the failure to perform the Agreement arises out of Force Majeure.
   5. If, after Notice of termination of this Agreement for cause, it is determined for any reason that the Contractor was not in default under this provision, or that the default was excusable under this provision, the obligations of the AOC will be to pay only for the services rendered at the rates set forth in the Agreement.
   6. The rights and remedies of either party provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
2. Termination Other Than for Cause
   1. Pursuant to this provision, the AOC may terminate this Agreement for convenience at any time, upon providing the Contractor written Notice identifying the effective date of termination. Upon the effective date of the termination Notice for convenience, the Contractor shall promptly discontinue all services affected unless the Notice specifies otherwise.
   2. If the AOC terminates all or a portion of this Contract other than for cause, the AOC will pay the Contractor for satisfactory services rendered before the termination, not to exceed the Contract Amount, unless otherwise set forth herein.
   3. The AOC’s right to terminate for convenience is in addition to the AOC’s rights to terminate under the AOC’s obligation subject to availability of funds provision or the termination for cause provision, as set forth herein.
3. AOC's Obligation Subject to Availability of Funds
   1. The AOC's obligation under this Agreement is subject to the availability of authorized funds. The AOC may terminate the Agreement or any part of the Contract Work, without prejudice to any right or remedy of the AOC, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced, or limited in any way prior to the expiration date set forth in this Agreement, or in any Amendment hereto, the AOC may, upon written Notice to the Contractor, terminate this Agreement in whole or in part. Such termination shall be in addition to the AOC's rights to terminate for cause or other than for cause, as set forth herein.
   2. Payment shall not exceed the amount allowable for appropriation by Legislature. If the Agreement is terminated for non-appropriation:
      1. The AOC will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and
      2. The Contractor shall be released from any obligation to provide further services pursuant to the Agreement as are affected by the termination.
   3. Funding for this Agreement beyond the current appropriation year is conditional upon appropriation by the Legislature of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, the Agreement may terminate at the close of the current appropriation year. The appropriation year ends on June 30 of each year.
4. Survival

##### The termination or expiration of the Agreement shall not relieve either party of any obligation regarding audit/records retention, indemnification, limitation of liability, limitation on publication, ownership, warranty, and any other obligation that by its nature survives either termination or expiration of this Agreement.

[Per Mary Roberts and Grant Walker on9/9/02: OGC needs to revise the Dispute Resolution provision, so do not include the following Dispute Resolution provision in contracts:]

Dispute Resolution

The parties shall deal in good faith and attempt to resolve potential disputes informally. The parties agree that all disputes arising out of or relating to this Agreement that cannot be resolved informally shall first be submitted to non-binding mediation. If said non-binding mediation is unsuccessful, the parties agree to submit all disputes to binding arbitration to be held in accordance with the Commercial Rules of Arbitration of the American Arbitration Association, as such rules shall be in effect on the date of delivery of demand for arbitration. Such arbitration shall be held in San Francisco, California. The arbitration of such issues, the determination of the amount of any damages of either party, or the decision of the arbitrator, or a majority of the arbitrators, shall be final and binding on both parties. All fees associated with the arbitration shall be borne equally by the parties, and each party shall bear its own attorney fees and costs.

1. California Law

##### This Agreement shall be subject to and construed in accordance with the laws of the State of California.

1. Severability

##### If any term or provision of this Agreement is found to be illegal or unenforceable, this Agreement shall remain in full force and effect and that term or provision shall be deemed stricken.

1. Waiver

##### The omission by either party at any time to enforce any default or right, or to require performance of any of this Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of the default or right, nor shall it affect the right of the party to enforce those provisions later.

1. Successors

##### This Agreement shall inure to the benefit of and be binding upon the AOC and the Contractor and their successors, assign, heirs, and beneficiaries.

1. Loss Leader; Recycled Products

Contractor shall not sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. If Contractor will sell to the AOC, or use in the performance of this Agreement, goods specified in PCC 12207 (for example, certain paper products, office supplies, mulch, glass products, lubricating oils, plastic products, paint, antifreeze, tires and tire-derived products, and metal products), then with respect to those goods: (i) Contractor shall use recycled products in the performance of this Agreement to the maximum extent doing so is economically feasible, and (ii) upon request, Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the PCC 12200, in such goods regardless of whether the goods meet the requirements of PCC 12209.

1. Antitrust Claims

If this Agreement resulted from a competitive solicitation, this section is applicable. Contractor shall assign to the AOC all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the AOC. Such assignment shall be made and become effective at the time the AOC tenders final payment to the Contractor. If the AOC receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, the Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the AOC any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the AOC as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by the Contractor, the AOC shall, within one year from such demand, reassign the cause of action assigned under this part if the Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the AOC has not been injured thereby, or (b) the AOC declines to file a court action for the cause of action.

1. Priority consideration

If the Contract Amount is $200,000 or more, Contractor shall give priority consideration in filling vacancies in positions funded by this Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with PCC 10353.

1. Disabled Veteran Business Enterprises

This section is applicable if Contractor received a disabled veteran business enterprise (“DVBE”) incentive in connection with this Agreement. Contractor’s failure to meet the DVBE commitment set forth in its bid or proposal constitutes a breach of the Agreement. If Contractor used DVBE subcontractor(s) in connection with this Agreement: (i) Contractor must use the DVBE subcontractors identified in its bid or proposal, unless the AOC approves in writing replacement by another DVBE subcontractor in accordance with the terms of this Agreement; and (ii) Contractor must within sixty (60) days of receiving final payment under this Agreement certify in a report to the AOC: (1) the total amount of money Contractor received under the Agreement; (2) the name and address of each DVBE subcontractor to which Contractor subcontracted work in connection with the Agreement; (3) the amount each DVBE subcontractor received from Contractor in connection with the Agreement; and (4) that all payments under the Agreement have been made to the applicable DVBE subcontractors. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation.

1. Union Activities

If the Contract Amount is $50,000 or more, no AOC funds received under this Agreement will be used to assist, promote or deter union organizing during the term of this Agreement (including any extension or renewal term).

1. Sweatshop Labor

Contractor certifies that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the AOC under this Agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor adheres to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and PCC 6108. Contractor agrees to cooperate fully in providing reasonable access to Contractor’s records, documents, agents, and employees, and premises if reasonably required by authorized officials of the Department of Industrial Relations, or the Department of Justice to determine Contractor’s compliance with the requirements under this section and shall provide the same rights of access to the AOC.

1. Entire Agreement

##### This Agreement, consisting of all Contract Documents as defined herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties. No waiver, alteration, modification of, or addition to the terms and conditions contained herein shall be binding unless expressly agreed in writing by a duly authorized representative of the AOC.

END OF EXHIBIT

EXHIBIT B

Supplemental Conditions

[Choose Option one **OR** Option two:]

[Option one - If supplemental conditions are not part of the agreement at this time, but may be added eventually, delete all of Option two, below, and insert the following:]

# @This exhibit is reserved and, therefore, left blank intentionally.

[Option two – If supplemental conditions are part of the agreement, delete all of Option one, above, and insert the following:]

1. Definitions

##### The terms provided below and elsewhere throughout the Contract Documents shall apply to the Agreement as defined.

[Include the following definitions, as appropriate.]

[Optional definition:]

* 1. @“**CJER**” shall mean the Administrative Office of the Courts’ Education Division Center for Judicial Education and Research, which is the AOC organization administering the Program.
  2. “**Dates**” for this Program are defined as:

[Define the Date(s) of the Program, including the day of the week and calendar date:]

* + 1. First day of the Program will be @day1, @Date1 (also “**Date 1**”);
    2. Second day of the Program will be @day2, @Date2 (also “**Date 2**”);
    3. @day of the Program will be @day@, @Date@ (also “**Date @**”); and
    4. @day of the Program will be @day@, @Date@ (also “**Date @**”).

[Modify and include optional definition, if appropriate:]

* 1. @“**TBD**” or “**To Be Determined**” are items listed in tables that are not yet identified. Any and all TBD items, set forth in tables contained herein, shall be determined by mutual agreement between the Contractor’s liaison and the @Meeting Planner/Program Coordinator and confirmed in writing.

[Optional definition to be included only if Agreement includes hotel meeting and function rooms or catered events:]

* 1. @“**Termination Fee**” means the fee, in the amount set forth in Exhibit G of this Agreement, that the AOC will pay the Contractor in the event the AOC terminates this Agreement pursuant to the “Termination Other Than for Cause” provision set forth in Exhibit A.

1. Program Location

[Insert the Program location and identify it as the Property if this is a hotel/conference agreement:]

* 1. Unless otherwise agreed upon in writing, the parties acknowledge and agree that the Work of this Agreement will be performed at the following @location @, the Property address:

@Ktr

@Address1

@Address2

1. Agreement Administration and Communications
   1. Under this Agreement, either of the representatives of the AOC identified below will monitor the Work and act as the AOC’s liaisons with the Contractor:

[At prompts, insert the appropriate names and titles:]

* + 1. The Program Manager will be @PMname; and
    2. The @Meeting Planner @Program Coordinator will be @MPname @PCname.
  1. The Program Manager may reallocate funds between the estimated amounts set forth in Exhibit G, without an Amendment to this Agreement, as long as the total amount to be paid under this Agreement does not exceed the Contract Amount.

[At prompt, insert the appropriate title:]

* 1. All requests and communications about the Work to be performed under this Agreement, including signing of any BEO’s, shall be made through the @Meeting Planner @Program Coordinator or his or her designee or successor.
  2. Any Notice from the Contractor to the AOC shall be delivered to the following address:

[At prompt, insert the appropriate title:]

@PMname, Program Manager

##### Judicial Council of California

##### Administrative Office of the Courts

455 Golden Gate Avenue

San Francisco, CA 94102-3688

[Insert the appropriate liaison’s name and include the appropriate address, if different from one in Program location provision:]

* 1. Notice to the Contractor shall be directed to the Contractor’s liaison, @Attn, or his or her designee or successor, @at the Contractor’s address, as set forth in the Program location provision in this exhibit. @at the following address:

Attn: @Attn:

@Ktr

@DifferentAddress1

@DifferentAddress2

1. Limitation on Publication

##### The Contractor shall not publish or submit for publication any article, press release, or other writing relating to the Contractor's services for the AOC without prior review and written permission by the AOC.

[Include the following in hotel/conference agreements:]

1. Other Activities/Renovations
   1. The Contractor acknowledges its responsibility to assure the AOC’s quiet enjoyment of the Program and to provide the full service level of the Property for the Program, free from outside distractions, disturbances, and/or interruptions. The Contractor shall avoid assigning any rooms to the AOC or the Attendees during the Program which are adjacent to or across from any group or activity that may generate noise or other distractions, such as construction or other conduct, sufficient to detract from quiet enjoyment of the Program on the Property.
   2. Additionally, the Contractor shall notify the AOC of any actual or contemplated renovations or other construction that will or may occur on or adjacent to the Property during the Program, no later than fourteen (14) Days from the time the Contractor learns of such renovation or construction activity.
   3. For any disturbance, renovation, or construction activity that is potentially or actually inconvenient or disruptive to the Program, upon the AOC’s request, the Contractor shall:
      1. Immediately cause such disturbance to cease, if possible, or suspend or minimize construction or renovation on the Property, if necessary, in order to maintain a proper environment for the Program; and/or

* + 1. Immediately provide equivalent alternate space on the Property, satisfactory to the Program Manager, conducive to conducting the Program in a proper environment.
  1. If the Contractor is unable to comply with the conditions set forth in this provision, the AOC may terminate the Agreement pursuant to the termination for cause provision set forth herein.

[Modify and include the following provision only if the Agreement includes hotel/conference meeting and function rooms or catered events:]

1. @Termination Fee Charge

[Use the paragraphs A, B, **AND** C (i.e. rather than A, B, **OR**, C), only if the Agreement includes hotel/conference meeting and function rooms:]

* 1. @In the event the AOC terminates this Agreement pursuant to the “Termination Other Than for Cause” provision, as set forth in Exhibit A, the AOC may be charged a Termination Fee, not to exceed the amount specified in Exhibit G.
  2. The Contractor shall waive the Termination Fee if the AOC schedules and conducts an alternative program at the Property within one (1) year of termination. If the cost of the alternative program is estimated to be the equivalent of at least eighty-five percent (85%) of the Contract Amount of this Program, the parties agree to replace the Program Dates with the dates of the alternative program; provided, the AOC will reimburse the Contractor at the rates set forth herein for actual costs incurred. In the event an alternative program replaces the Program as defined herein, the terms of this Agreement shall remain in full force and effect.
  3. If the AOC terminates all or a portion of this Agreement pursuant to the “Termination Other Than for Cause” provision, as set forth in Exhibit A, the Contractor shall:
     1. Use all reasonable efforts to rent the meeting and function rooms during the scheduled Program Dates, as set forth in Exhibit D, Special Provisions for Meeting and Function Rooms; and,
     2. Offset the Termination Fee, payable by the AOC, by the rental charges received by the Contractor for the meeting and function rooms scheduled in Exhibit D, Special Provisions for Meeting and Function Rooms.

[Use the following paragraph “D” only if the Agreement is for catered events:]

* 1. @In the event the AOC terminates, cancels, or is a “no show,” for a catered event during the timeframe set forth in Exhibit G, the AOC may be charged a Termination Fee, not to exceed the amount specified in Exhibit G.

[Optional provision:]

1. @Services Warranty

##### The Contractor warrants and represents that each of its employees, Subcontractors, or agents assigned to perform any services under the terms of this Agreement shall have the skills, training, and background reasonably commensurate with his or her level of performance or responsibility, so as to be able to perform in a competent and professional manner. The Contractor further warrants that the services provided hereunder will conform to the requirements of this Agreement. All warranties, including any special warranties specified elsewhere herein, shall inure to the AOC, its successors, assigns, customer agencies, and any other recipients of the services provided hereunder.

[Optional provision – revised 9/21/2006:]

1. @Basic Equipment Warranty

##### The Contractor warrants that all equipment rented or supplied under this Agreement shall be in good working order and shall conform to the needs specified by the AOC. The Contractor shall immediately replace any inoperative equipment with operative equipment, or make all adjustments, repairs, and parts replacements required to maintain the equipment rented or supplied hereunder in working condition.

[Optional provision:]

1. @Permits and Licenses

##### The Contractor shall observe and comply with all laws, rules, and regulations affecting services under this Agreement. The Contractor shall procure and keep in full force and effect during the term of this Agreement all permits and licenses necessary to accomplish the Work contemplated in this Agreement.

##### 

END OF EXHIBIT

EXHIBIT C

special provisions for SLEEPING ROOMs

[Choose Option one **OR** Option two:]

[Option one - If sleeping rooms are not part of the agreement at this time, but may be added eventually, delete all of Option two, below, and insert the following:]

# @This exhibit is reserved and, therefore, left blank intentionally.

[Option two – If sleeping rooms are part of the agreement, delete all of Option one, above, and insert the following:]

1. Definitions

##### The terms provided below and elsewhere throughout the Contract Documents shall apply to the Agreement as defined.

[Include the following definitions, as appropriate – revised 3/28/06.]

* 1. “**Cancellation Fee**” is an Individual Charge to an Attendee for a reservation cancellation or “no show” or for early and unauthorized check-out. The Contractor may not charge any Cancellation Fee to an Attendee scheduled to participate in that part of a Program terminated pursuant to the termination for cause provision set forth in Exhibit A.

[added the following definition 3/28/06:]

* 1. “**City Ledger Report**” means a list submitted by the Contractor indicating on a daily basis its total number of sleeping room nights rented as well as the total number for sleeping rooms removed from its available inventory or rentals, for purposes of repair.
  2. “**Cut Off Date**” means the last day on which the Contractor must hold the blocked rooms for the Program, at which time the Contractor may release the unreserved rooms to the general public.

[At prompt, Insert Cut Off Date:]

* + 1. The Cut Off Date hereunder is @cutoffdate.

[Optional definition, when Master Account Approval List is included – added on 10/1/02:]

* 1. @“**Delegate List/Report**” means a list submitted by the Contractor indicating the names of designated Attendees who have made reservations under the Program’s room block.

[Optional definition – note that “Reservation List” was deleted on 10/1/02 – revised 3/28/06:]

* 1. @“**Master Account Approval List**” means the list of Attendee reservations and Dates which the AOC has authorized the Contractor to bill associated sleeping room charges and tax against the AOC’s Master Account.

[added the following definition 3/28/06:]

* 1. “**Pick Up Report**” means the report detailing the number of sleeping rooms per day actually used out of the Program’s room block.

[Optional definition when search firm is applicable – added 3/28/06:]

@“**Search Firm**” means the Third Party selected by the State to perform a site search specifically for this Program on the State’s behalf.

* 1. “**Walked**” means when an Attendee with a confirmed reservation is denied a room for any reason.

[Optional provision to be used & modified appropriately when search firm is applicable – added 3/28/06:]

@Commissionable

For this Agreement only, the Contractor shall pay a commission to the following Seach Firm: @Venture2 Hospitality Services, LLC, contact name: G’Nell Abracosa.

The Contractor shall pay the Search Firm a commission at the rate of ten percent (10%) of the sleeping room rate(s) for all rooms actually used, in accordance with the Pick Up Report, and paid for under this Agreement, exclusive of any taxes, surcharges, and /or tourism fees. The Contractor shall pay the commission to the Search Firm no later than thirty (30) Days after the State has paid the Master Account in full.

The Contractor shall not be obligated to pay (i) a commission to any other Third Party search firm, nor (ii) a commission on food, beverage, and /or meeting rooms charges incurred under this Agreement.

1. Sleeping Room Rate(s)

[At prompts, modify where appropriate:]

* 1. The Contractor shall provide sleeping rooms to the Attendees at the following rate@s during the Program:

[Modify the following to include the appropriate rate information:]

* + 1. For @single @double occupancy room**, $@@@.@@** per night per room.

[Ask each hotel if the hotel transit occupancy tax waiver is applicable. If applicable, modify and include the following and provide signed waiver electronically to contract specialist to be an attachment in Exhibit H, modified on 10/1/02 and 3/28/06:]

* 1. @The Contractor agrees that it will waive all applicable taxes and surcharges for Attendees @listed on the @Master Account Approval List, pursuant to the Hotel/Motel Transient Occupancy Tax Waiver (Exemption Certificate for State Agencies) form signed by the AOC and included in this Agreement in Exhibit H. @The Contractor, in its sole discretion, may charge applicable taxes and/or surcharges @and/or tourism fees for rooms occupied by Attendees that are not listed on the @Master Account Approval List.

[If hotel transit occupancy tax is not waived for this hotel or if San Francisco Tourism Improvement District tourism charge is applicable (as of 1/1/09), then, as applicable, modify and include the following:]

* 1. @The Contractor may bill @tax @and/or surcharges, @and/or tourism fees, @if any, @in addition to @as included in the sleeping room rate@s, as set forth in this provision.

[If applicable, modify and include the following paragraph and ensure the contract expiration date is inclusive of these dates – revised 3/28/06:]

* 1. @The Contractor shall extend the sleeping room rate@s to Attendees @two (@2) Days before the Program and @two (@2) Days after the Program based on availability.

(At prompts, modify the following provision, as appropriate – revised 3/28/06:)

1. Reservation and Cancellation Procedure
   1. Unless otherwise set forth, Attendees will make their own reservations for sleeping rooms.
   2. When an Attendee guarantees a sleeping room reservation by credit card, the Contractor shall not bill the Attendee’s card until after check-out, except in the event of cancellation or no-show, as further addressed below.

[at prompts, modify as appropriate:-revised 9/7/06]

* 1. When an Attendee makes a deposit on a sleeping room reservation, the Contractor shall (i) make a full refund of the deposit to that Attendee, if the Attendee cancels the reservation at least @twenty-four (@24) hours in advance of the @3:00 p.m. check-in time for the date the Attendee was scheduled to arrive (“**Reservation Period**”); (ii) charge the Attendee a Cancellation Fee in the amount of the deposit, if the Attendee cancels the reservation after the Reservation Period; or (iii) charge the Attendee a Cancellation Fee in the amount of the deposit , if the Attendee is a “no show” after scheduled check-in and the Contractor is unable to sell the reserved room to the general public.
  2. The Contractor shall return all sleeping room reservations that are cancelled by Attendees to the AOC’s room block, such that they are available for reservation by other Attendees. The Contractor shall make every reasonable effort to fill the room with another Attendee who is requesting reservations, including those placed on a waiting list, even after the Cut Off Date, to help assure the AOC’s room block is filled. However, after the Cut Off Date, the Contractor may sell the rooms to the general public if there are no names on the waiting list.

* 1. The Contractor shall allow another Attendee to occupy a sleeping room reserved by an Attendee who made the original reservation and who thereafter wishes to cancel the reservation, if the Attendee canceling the reservation does so prior to the check-in deadline and notifies the Contractor of the replacement Attendee at that time. The Contractor shall not charge a Cancellation Fee so long as the name of the replacement Attendee is supplied at the time of cancellation.

[at prompts, modify as appropriate:-revised 9/21/06]

* 1. Upon request, the Contractor shall provide a Pick Up Report and a City Ledger Report to the @Meeting Planner @Program Coordinator. The AOC shall not be obligated to fill the Program’s room block if the City Ledger Report indicates the sleeping rooms blocked for the Program are unavailable.

[at prompts, modify as appropriate:-revised 9/21/06]

* 1. The Contractor shall make every effort to ensure that no Attendee is Walked. Should this occur, the Contractor shall assume financial responsibility for securing the alternate accommodations of the Attendee at the nearest available lodging facility of equal or better quality to the Property, as approved by the @Meeting Planner @Program Coordinator, including any increase in the alternate accommodations’ sleeping room rate over the applicable sleeping room rate for this Program, as set forth in this exhibit, plus any/all daily transportation @,between the Property and the Program, for as long as the Attendee is housed in alternate accommodations. The Contractor shall also assume financial responsibility for the cost necessary for the Walked Attendee to make up to two (2) telephone calls in order to advise work, family, and/or a friend of the unexpected change in accommodations.
  2. Attendees will be given first priority in room assignments as they become available from housekeeping. If there is a delay in assigning rooms to Attendees, the Contractor shall offer the Attendees luggage storage at no cost.

[revised the following paragraph 9/7/06:]

* 1. Attendees, but not the AOC, may be subject to an early check-out penalty as Cancellation Fee, if the actual check-out occurs earlier than the check-out date confirmed upon check-in. The Contractor shall notify Attendees of the rate for this potential Cancellation Fee charge when Attendees make room reservations. Early check-out Cancellation Fee penalties shall be charged to Attendees as Individual Charges and not to the AOC’s Master Account.

[at prompt, modify as appropriate:]

* 1. The Contractor shall guarantee that all local and toll free call center reservation agents are aware of the room block and rate@s set forth herein.

1. Sleeping Rooms to be Blocked
   1. The Contractor shall block sleeping rooms as set forth in Table 1, below.

#### **Table 1:**

[Modify Table 1 as necessary – information provided below for illustrative purposes only:]

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Dates** | **Single Occupancy**[Insert appropriate term] | **Double Occupancy**[Insert appropriate term] | **Suite** [Insert appropriate term] | **Total by Date** |
| @Date1 | @X1 | @Y1 | @Z1 | @X1+Y1+Z1 |
| @Date2 | @X2 | @Y2 | @Z2 | @X2+Y2+Z2 |
| @Date@ | @X@ | @Y@ | @Z@ | @X@+Y@+Z@ |
| @Date@ | @X@ | @Y@ | @Z@ | @X@+Y@+Z@ |
| **Total Rooms to be Blocked:** | @X | @Y | @Z | @X+Y+Z |

[Include optional paragraph, if there will be a Master Account Approval List and Delegate List/Report, includes a number of prompts at which modification is required:- revised 10/1/02 and 3/28/06]

* 1. @The Contractor will provide the AOC with a current Delegate List/Report, after the Cut Off Date and before Date 1 of the Program, as identified in Exhibit B. The AOC @may then @will then @will not provide to the Contractor in writing an approved Master Account Approval List. The Contractor shall not bill the AOC for Attendee reservations not included on the Master Account Approval List. Unless expressly set forth otherwise, any Individual Charges are the responsibility of the Attendee occupying the room.

[Optional paragraph – includes a prompt at which modification is required :- revised 9/7/06]

* 1. @At the request of the AOC, the Contractor shall block additional sleeping rooms for Attendees at the sleeping room rate@s specified above in this exhibit, provided that the additional sleeping rooms are available for rental during the Dates of the Program, at the time of the request.

[For credit discount, use the following option, customizing the amount, as necessary - revised 10/14/09:]

* 1. @The Contractor shall provide the AOC with a credit to the Master Account equal to the value of one (1) double occupancy sleeping room for each @fifty (@50) paid room nights during the Program:

[ revised 9/21/2006:]

1. Additional Requirements for Sleeping Rooms

##### The Contractor shall provide departing Attendees a secured area for storing belongings.

1. Charges Pursuant to Exhibit C

##### The total estimated amount for charges pursuant to this exhibit is set forth in Exhibit G.

END OF EXHIBIT

EXHIBIT D

special provisions for mEETING AND FUNCTION ROOMs

[Choose Option one **OR** Option two:]

[Option one - If meeting and function rooms are not part of the agreement at this time, but may be eventually, delete all of Option two, below, and insert the following:]

@This exhibit is reserved and, therefore, left blank intentionally.

[Option two – If meeting and function rooms are part of the agreement, delete all of Option one, above, and insert the following:]

1. Meeting and Function Rooms to be Provided
   1. The Contractor shall provide to the AOC the meeting and function rooms on the Dates and at the times set forth in Table 1, below, including necessary and appropriate set up. Prior to the Program, the AOC will provide one (1) or more BEO’s to the Contractor setting forth the final detail on these items.

**Table 1:**

[Modify Table 1 as necessary – information provided below for sample purposes only:]

| **Date** | **Time** | **Function** | **Location** | **Set Up** | **Expected Attendance** |
| --- | --- | --- | --- | --- | --- |
| @Date1 |  | No functions scheduled | N/A | N/A | N/A |
| @Date2 | 4:00 pm –7:00 pm | Various | Ballroom Section | Crescent  Rounds of 6 | 140 |
| @Date@ | 7:00 am–4:00 pm | Registration/Breaks | Foyer | Flow | 140 |
| @Date@ | 7:00 am–5:00 pm | General Session | Prefer Salon C or D | Crescent  Rounds of 6 | 140 |
| @Date@ | 12:00 pm–1:30 pm | Lunch | Separate Room from Breakout | Rounds of 8 | 140 |
| @Date@ | 9:00 am–4:00 pm | 6 Breakout sessions | Prefer Salon A, B, E or F (1) & (2) | Conference | 20 each |
| @Date@ | 5:30 pm –8:00 pm | Dinner | Grand Ballroom | Reception | 140 |
| @Date@ | 7:00 am–12:00 pm | General Session | Prefer Salon C or D | Crescent  Rounds of 6 | 140 |
| @Date@ | 7:00 am –9:00 am | Breakfast | Ballroom | Rounds of 8 | 140 |
| @Date@ | 7:00 am–12:00 pm | 6 Breakout Sessions | Prefer Salon A, B, E or F (1) & (2) | Conference | 140 |
| @Date@ | 1:00 pm–5:00 pm | Meeting | Salon 3 & 4 | Hollow Square | 85 |
| @Date@ | 1:00 pm–5:00 pm | Meeting | Salon Room | Hollow Square | 40 |
| @Date@ | 7:00 am–12:00 pm | General Session | TBD | Conference | 140 |

* 1. Upon reasonable Notice to the Contractor, the AOC may change the Program function, meeting times, room configurations, number of meeting and function rooms, and the numbers of Attendees attending these functions and meetings.

[Optional paragraph:]

* 1. @The Contractor shall assure that the meeting and function rooms are maintained between sixty-eight degrees (68°) and seventy-four degrees (74°) Fahrenheit during all meeting and function sessions of the Program.

1. Meeting and Function Room Rental Charges

[Either include Option one provided below or delete Option one and insert flat rate(s) or other scheme, as negotiated:]

[Option One: Modify at prompts, as appropriate – revised 3/28/06:]

* 1. @The Contractor shall charge the AOC the applicable @total room rental charges, as set forth in Table 2, below, based upon a sliding scale for meeting and function rooms @and inclusive of all service charges and tax:

**Table 2:**

[Modify Table 2 as necessary:]

| **@Total Room Rental Charge** | **Percentage of Block** |
| --- | --- |
| No charge | If the total sleeping rooms occupied equals 80-100% of the total sleeping rooms blocked. |
| **$@@@.@@** | If the total sleeping rooms occupied equals 70–79% of the total sleeping rooms blocked. |
| **$@@@.@@** | If the total sleeping rooms occupied equals 60–69% of the total sleeping rooms blocked. |
| **$@@@.@@** | If the total sleeping rooms occupied equals 59% or less of the total sleeping rooms blocked. |

[Modify and include the following optional paragraph, as appropriate:]

* 1. @The Contractor shall not charge the AOC and the AOC will not pay to the Contractor a set up or a clean up fee for meeting and function rooms.

1. Charges Pursuant to Exhibit D

##### The total estimated amount for charges pursuant to this exhibit is set forth in Exhibit G.

END OF EXHIBIT

exhibit e

special provisions for food and beverage service

[Choose Option one **OR** Option two:]

[Option one - If food and beverage services are not part of the agreement at this time, but may be eventually, delete all of Option two, below, and insert the following:]

@This exhibit is reserved and, therefore, left blank intentionally.

[Option two – If food and beverage services are part of the agreement, delete all of Option one, above, and insert the following:]

1. Definitions

##### The terms provided below and elsewhere throughout the Contract Documents shall apply to the Agreement as defined.

[Include the following definitions, as appropriate.]

[Definition for catered events only:]

@“**Additional Catering Support**” means the specified service provided by the Contractor for the Catered Meal set up and/or clean up, as requested by the State, and charged to the State at prices set forth herein.

[Definition for catered events only:]

@“**Catered Meal**” is the specified food and/or beverages provided by the Contractor as a “breakfast,” lunch,” dinner,” or “break” at a designated location and time, as requested by the State, and charged to the State at prices set forth herein.

[Definition for hotel/conference agreements only:]

* 1. @“**Group Meals**” are the specified food and/or beverages served by the Contractor to Attendees as a “breakfast,” lunch,” dinner,” or “break” during the Program, as requested by the AOC, and charged to the AOC at prices set forth herein.

[Include the following provision if meals are provided during Program by hotel/conference:]

1. Group Meals to be Provided
   1. During the Program, the Contractor shall provide specified Group Meals, as requested by the AOC, to be charged to the Master Account. Table 1, below, is provided to reflect anticipated Group Meals only and does not constitute a firm commitment. Prior to the Program, the AOC will provide one (1) or more BEO’s to the Contractor setting forth the final detail on these items.

**Table 1:**

[Modify Table 1 as necessary – information provided below for sample purposes only:]

| **Date** | **Anticipated Group Meals** | **Maximum Per Attendee** | **Estimated Attendance** | **Estimated Cost** |
| --- | --- | --- | --- | --- |
| @Date1 | Dinner | **$60.00** | 140 | **$5,600.00** |
| @Date2 | Breakfast | **$25.00** | 140 | **$1,960.00** |
| @Date2 | AM Break | **$15.00** | 140 | **$1,120.00** |
| @Date2 | Lunch | **$40.00** | 140 | **$3,920.00** |
| @Date2 | PM Break | **$15.00** | 140 | **$1,120.00** |
| @Date2 | Dinner | **$60.00** | 140 | **$5,600.00** |
| @Date@ | Breakfast | **$25.00** | 140 | **$1,960.00** |
| @Date@ | AM Break | **$15.00** | 140 | **$1,120.00** |
| @Date@ | Lunch | **$40.00** | 140 | **$3,920.00** |
| @Date@ | Dinner | **$60.00** | 140 | **$5,600.00** |
| Total Estimated Charges: | | | | **$@@@.@@** |

* 1. Group Meals charged to the AOC shall not exceed the following unit prices, including any service charges, gratuity, and/or sales tax: **$25.00** per Attendee for breakfast; **$40.00** per Attendee for lunch; **$60.00** per Attendee for dinner; and/or, **$15.00** per Attendee for breaks.

[Optional paragraph:]

* 1. @The Contractor’s menus for Group Meals are subject to approval by the AOC.

[Optional paragraph, if including a menu as an attachment in Exhibit H. Provide menu to contract specialist in electronic format:]

* 1. @For purposes of establishing the AOC’s menu choices, such choices shall remain at the published prices specified in the Contractor’s Catering Price List, attached to this Agreement in Exhibit H.

[Include the following provision only if meals are to be catered – not part of service provided by a hotel:]

Catered Meal to be Provided

During the Program, the Contractor shall provide specified Catered Meal, as requested by the State, to be charged to the State. Table @2, below, is provided to reflect the anticipated Catered Meal only and does not constitute a firm commitment. Prior to the Program, the State will provide one (1) or more BEO’s to the Contractor setting forth the final detail on these items.

Table @2:

[Modify Table @2 as necessary – information provided below for sample purposes only:]

Catered Meal, charged to the State, shall not exceed the following unit prices, including any service charges, gratuity, and/or sales tax: **$6.00** per Attendee for breakfast; **$10.00** per Attendee for lunch; **$18.00** per Attendee for dinner; and/or, **$4.00** per Attendee for breaks.

The Contractor shall not sell cigarettes or other tobacco products or any alcohol products as part of a Catered Meal.

[Optional paragraph, if including a menu as an attachment in Exhibit H. Provide menu to contract specialist in electronic format:]

@The food and beverage products and services to be provided, are set forth in the Contractor’s Catering Price List, attached to this Agreement in Exhibit H.

[Include the following catered event provision for Additional Catering Support only – modify as appropriate:]

Additional Catering Support to be Provided

The Contractor shall provide Additional Catering Support to the State on the Dates and at the times set forth in Table @3, below. Prior to the Program, the State will provide one (1) or more BEO’s to the Contractor setting forth the final detail on these items.

**Table @3:**

[Modify Table @3 as necessary – information provided below for sample purposes only:]

Upon reasonable Notice to the Contractor, the State may change the times, Additional Catering Support, location, and/or the expected number of Attendees.

[Include the following provision for catered events only – not part of hotel’s services:]

Catered Event Requirements

The Contractor shall employ, train, and maintain a staff of employees capable of providing the Catered Meal, in a manner specified herein. All hiring, supervision, training, assignment of duties, and terminations of employees shall be under the direction of the Contractor.

The Contractor shall insure that its employees undergo an annual tuberculin skin test and health examinations, as may reasonably be required by any local, state, or federal authority in connection with such employment. The Contractor agrees that if any examination indicates the presence of symptoms of infectious disease, the affected employee will be removed from the Work of this Contract.

The Contractor shall ensure that any Property, equipment, and supplies used for the Catered Meal, pursuant to this Agreement, shall comply with the Occupational Safety and Health Act of 1970, and all rules and regulations promulgated there under. The Contractor shall comply with all federal, state, and local laws and regulations governing sanitation, infection control, and the purchase, preparation, handling, and serving of foods. Commencement of Work shall constitute acknowledgment by the Contractor of compliance.

The State reserves the right to inspect any Property, equipment, and supplies utilized by Contractor to provide the Catered Meal pursuant to this Agreement. The Contractor shall immediately remedy any unsatisfactory sanitary conditions discovered as a result of any such inspection.

At its sole cost and expense, the Contractor shall furnish and maintain, in good operating condition, the necessary equipment and supplies used to provide the Catered Meal set forth herein. Such equipment and supplies shall remain at all times under the control of the Contractor, and the State shall have no liability for the loss, theft, or repair of such equipment and supplies.

[Include the following provision for catered events only – not part of hotel’s services:]

Catered Meal on State Premises

The State will furnish, at its sole cost and expense, all light, power, heat, hot and cold water, trash disposal, and local telephone service necessary for the Contractor to provide the Catered Meal on the State’s premises. Subject to its own electrical capacity, the State will install at its own cost and expense any necessary utility outlets.

If the Contractor provides the Catered Meal on the State’s premises, the Contractor shall, at the termination or expiration of this Agreement, remove any of its equipment or supplies from the State’s premises within five (5) days. Any equipment or supplies not removed, as provided in this provision, shall be deemed to have been abandoned by the Contractor and shall become the sole property of the State.

1. Charges Pursuant to Exhibit E

##### The total estimated amount for charges pursuant to this exhibit is set forth in Exhibit G.

END OF EXHIBIT

EXHIBIT F

special provisions for MISCELLaNEOUS REQUIREMENTS AND EXPENSES

[Choose Option one **OR** Option two: ]

[Option one - If miscellaneous requirements and expenses are not part of the agreement at this time, but may be eventually, delete all of Option two, below, and insert the following:]

@This exhibit is reserved and, therefore, left blank intentionally.

[Option two – If miscellaneous requirements and expenses expenses are part of the agreement, delete all of Option one, above, and insert the following –revised 7/26/06:]

[Optional – use this paragraph to capture all the no-charge items agreed upon by the parties; modify as necessary: - revised 9/7/06]

1. Program Requirements Provided At No Charge to the AOC
   1. The Contractor shall provide the following items during the Program at no charge to the AOC:

[Optional paragraphs- modified at prompts, as necessary and applicable – revised 9/7/06]

* + 1. @Secured @Program registration space, including @two (@2) easels, @one (@1) large bulletin board, or equivalent, and @one (@1) house telephone.
    2. @Secured @Meeting room, which will function as a @centralized office area for the AOC during the Program.
    3. @Secured @Program storage space, which will be used to store any Materials that arrive at the Property within @seventy-two (@72) hours prior to the start of the Program. The AOC will endeavor to ensure that all arriving Materials are marked with the Property’s address, contact’s name, and the date or name of the Program. @Should Program Materials arrive at the Property more than @seventy-two (@72) hoursbefore the commencement of the Program, the Contractor shall receive and store up to @five (@5) boxes of Materials at no charge. @No less than one (1) hour prior to the commencement of the registration for the Program or commencement of the Program itself, the Contractor shall deliver all Materials at the time and to the location as directed by the @Meeting Planner/Program Coordinator.
    4. @All parking.

1. Administrative and Operating Expenses Charged to the AOC

##### The AOC may reimburse the Contractor for itemized administrative and operating expenses, pursuant to this exhibit, that are reasonable, allowable, and allocable in performing the Work of this Agreement, provided that the AOC first approves such charges via one (1) or more BEO’s that set forth the final details on these items.

[Optional – if a Contractor’s AV price list is included, provide electronically to contract specialist to include as an attachment in Exhibit H –revised 7/26/06 and 9/21/2006:]

* 1. Equipment Rental Charges
     1. @The AOC may use either the Contractor’s audio-visual provider or provide for its own audio-visual source to service the Program. Should the AOC use the Contractor’s audio-visual provider, the charges for services and/or equipment provided under this exhibit shall not exceed the amounts set forth in the Contractor’s Audio-Visual and Other Equipment Price List, as attached to this Agreement in Exhibit H. The Contractor shall not charge nor will the AOC pay for audio-visual services and/or equipment that are provided by the AOC.
     2. The Contractor may bill the AOC for Program office charges associated with (a) the establishment of the following within meeting room space(s) and/or business center, if requested by the AOC: rental of facsimile machine(s), computer(s), and /or copier(s); internet connectivity; and set-up of supplemental house telephone(s); and (b) table-top exhibit(s) / display(s), other than in Program registration space, if requested by the AOC.

[Optional paragraph; modify at prompts as appropriate:]

* + 1. @The total estimated amount for charges pursuant to this subparagraph only shall not exceed **$@@@.@@**.

[Optional paragraph; modify at prompts as appropriate:]

* 1. Program Materials Storage Fee
     1. @Notwithstanding any other paragraph of this exhibit, the Contractor may charge the AOC a storage fee of **$@@@.@@** per box of Program Materials, and such charge shall be paid as part of the AOC’s expenses incurred pursuant to this provision.

[Optional paragraph; modify at prompts as appropriate:]

* + 1. @The total estimated amount for charges pursuant to this subparagraph only shall not exceed **$@@@.@@**.
  1. Other Expenses

##### The Contractor shall charge the AOC for the following, if applicable:

* + 1. Charges associated with communication and printing, including the use of telephone(s), facsimile machine(s), or computer(s) and necessary connections (internet and/or voice) set up in meeting room space(s) or business center only, such as standard charges for local and long distance telephone calls; incoming and outgoing facsimiles message; and walkie-talkies, if any.

[Modify cents per page at prompt, as appropriate:- revised 9/7/06]

* + 1. Charges for graphics, production and duplication, and return shipping and packaging of Program Materials, if requested by the AOC. The Contractor's charges for photocopying requested by the AOC and performed by the Contractor during the Program shall not exceed @**$0.10** per page.

[Modify at prompts, as appropriate:- revised 9/7/06]

* + 1. Charges for re-keying specified room(s) temporarily for security purposes, upon the written request of the AOC, requiring a limited number of temporary keys to be provided to the @Meeting Planner @Program Coordinator only, for securing rooms such as those designated as business center, storage, or registration spaces, as applicable, as well as any room where multiple computers may be used, such as a laboratory or a training room.

[Effective January 1, 2009, insert $0.55 cents per mile; effective July 1, 2008, insert $0.585 cents per mile; effective January 1, 2008, insert $0.505 cents per mile; effective January 1, 2007, insert $0.485 cents per mile; effective January 1, 2002, insert $0.34 cents per mile; and for previous, insert $0.31 cents per mile]

* + 1. Charges for transportation associated with the Contractor’s use of its vehicles, provided upon the written request of the AOC, to transport Conference Attendee(s), but exclusive of transportation expenses pertaining to Walked Attendee(s). For necessary private vehicle ground transportation usage, the AOC will reimburse the Contractor at the applicable IRS-approved rate per mile.
    2. Charges for labor associated with unplanned, labor-intensive meeting room set-up, clerical assistance, and porterage package handling / delivery, as requested by the AOC.

[Optional paragraph; modify at prompts as appropriate:]

* + 1. @The total estimated amount for charges pursuant to this subparagraph only shall not exceed **$@@@.@@**.
  1. Required Certification

Contractor must include with any request for reimbursement from the AOC a certification that the Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the AOC was sought for these costs, and Contractor will provide those records to the Attorney General upon request.

[Optional paragraph; modify at prompts as appropriate for Individual Charges. Typically used when a rate has been negotiated. Be sure not to include a charge for parking it parking is identified as a no-charge in paragraph 1 (see “A.iii”) of this exhibit. – revised 9/21/06]

1. @Individual Charge for Parking
   * 1. The Contractor shall provide up to @twenty (@20) parking passes to the Attendees during the Program Dates at the rate of **$@@.@@** for each pass. Unless expressly set forth otherwise, the Contractor shall bill each Attendee directly for any parking passes purchased as an Individual Charge.
2. Charges Pursuant to Exhibit F

##### The total estimated amount for charges pursuant to this exhibit is set forth in Exhibit G.

END OF EXHIBIT

EXHIBIT G

special provisions for PAYMENT

1. Definitions

##### The terms provided below and elsewhere throughout the Contract Documents shall apply to the Agreement as defined.

[Include the following definitions, as appropriate.]

[Note that the definition for AMEX MPA wasrevised on 10/1/02 and the definition for Individual Charges was revised 9/7/06.]

* 1. “**American Express Meeting Planner Account**” or “**AMEX MPA**” is the method by which all Master Account charges under this Agreement shall be settled with an American Express Meeting Planner Account or AMEX MPA number. The appropriate and authorized AMEX MPA number will be provided to the Contractor only when a final invoice is received, reviewed, and approved by the AOC, in accordance with the provisions of this exhibit.
  2. “**Individual Charges**” means those charges incurred by individual Attendees including, but not limited to, restaurant charges other than the allowable group meals specified herein, any charge for alcoholic beverages, telephone expenses, sleeping room rental deposits, upgrades, Cancellation Fee and/or other applicable service or cancellation charges incurred by an Attendee, and associated taxes, surcharges, and/or other incidentals.

1. Payment by the AOC
   1. In accordance with the terms and conditions of this Agreement, the AOC will pay the Contractor the actual cost not to exceed the total Contract Amount, as set forth in Table 1, below, for performing the Work of this Agreement. Payment will be at the prices set forth herein and based upon the actual and allowable cost to perform the Work.

# **Table 1:**

[Modify Table 1 as necessary – revised 9/7/06:]

| **Description** | **Exhibit** | **Estimated Total Cost** |
| --- | --- | --- |
| Sleeping Rooms | C | **$@,@@@.@@** |
| Meeting and Function Rooms | D | **$@,@@@.@@** |
| Food and Beverage Service | E | **$@,@@@.@@** |
| Miscellaneous Requirements and Expenses | F | **$@,@@@.@@** |
| ***Total Contract Amount:*** |  | **$@@@@.@@** |

* 1. In the event the Agreement is terminated pursuant to one of the termination provisions of this Agreement, the AOC will make any allowable or applicable payments, not to exceed the total Contract Amount set forth in Table 1, above, in any event. The Contractor shall bill the AOC for the applicable payments in accordance with the provisions of this exhibit.

1. Invoicing for Charges Against the AOC’s Master Account
   1. The Contractor shall establish a Master Account for the AOC’s charges provided for under the exhibits of this Agreement.
   2. Charges to the Master Account shall be settled with AMEX MPA, as defined herein.
   3. The Contractor's final invoice for the Master Account shall include the AOC Contract Number set forth on the face of this Agreement and shall be itemized to show the applicable and allowable charges by date and event/category/activity and number served, as appropriate.
   4. For performing the Work of this Agreement, the Contractor shall bill the AOC for the total actual charges against the Master Account, based upon the prices stated herein and itemized to provide the following details, if applicable:

[revised 9/6/06:]

* + 1. Sleeping room charges as set forth in Exhibit C;
    2. Meeting room rental charges as set forth in Exhibit D;
    3. Food and beverage charges as set forth in Exhibit E; and/or
    4. Charges for miscellaneous requirements as set forth in Exhibit F.
  1. If the Contract is terminated in whole or in part, pursuant to either the termination for cause provision or the AOC’s obligation subject to availability of funds provision, as set forth in Exhibit A, the Contactor shall bill the AOC for only those applicable and allowable charges accrued up to the effective date of termination, itemized as set forth above in this provision.

[Iinclude the following subparagraph only if Exhibit B includes applicable and optional Termination Fee provision; modify at prompts, as necessary:]

* 1. @If the Contract is terminated pursuant to the Termination Fee charge provision, as set forth in Exhibit B, the Contractor shall bill the AOC for the allowable and applicable Termination Fee, as set forth in Table 2, below, @and shall offset the Termination Fee by rental charges for the meeting and function rooms that the Contractor received from Third Parties during the Program Dates. The Termination Fee shall be paid in lieu of any other charges under this Agreement.

**Table @2:**

[Modify and include Table 2 as necessary:]

| **Termination Deadline Date** | **Termination Fee** |
| --- | --- |
| Effective termination on or before @ and after the Effective Date of the Agreement | **$@@@.@@** |
| Effective termination between @ and @ | **$@@@.@@** |
| Effective termination on or after @ and before the expiration date of the Agreement | **$@@@.@@** |

[At prompt, modify as appropriate:]

* 1. The Contractor’s final invoice for Master Account charges shall be mailed @or faxed to the following, within thirty (30) Days after the Program for approval and signature of legitimate expenses incurred:

Judicial Council of California

Administrative Office of the Courts

455 Golden Gate Avenue

San Francisco, CA 94102-3688

[Insert Meeting Planner’s name for ASU or Illistine’s for CJER – revised 3/28/06:]

Attention: @MPname, ASU, 6th Floor @Illistine Banks, CJER, 6th Floor

* 1. The AOC’s designees will review the invoice for completeness and accuracy. The invoice must be approved by authorized signature prior to payment. Invoices that do not specify charges accurately or that do not conform to the format specifications of this exhibit may be returned to the Contractor for correction.
  2. The approved or disputed invoice will be sent to the Contractor with either authorization to charge the appropriate AMEX MPA, pursuant to this provision, or instructions to make the necessary changes.

[Include the following optional provision if funding for program will include non-State funding sources; at prompts, customize as appropriate:]

1. @Non-AOC Funding Sources
   1. @This Agreement is funded @in part from a @trust account that is administered by the AOC. The @trust account supporting this Agreement is funded by the Attendees of the Program and does not include funds budgeted by the State of California.
   2. @The @trust account will be used by the AOC to pay for the following expenses and charges: @Materials, such as paper products, binders, tote-bags, name badges, folders, mouse pads, tabs, pens, and pencils; @some charges, such as meals, meeting rooms, audio-visual equipment, copying, and parking; @and, part of the Termination Fee, if applicable.

[Include in hotel/conference agreements:]

1. Responsibility for Individual Charges
   1. Unless otherwise expressly set forth, the Contractor shall not charge the AOC nor will the AOC assume any liability for any Individual Charges incurred by Attendees.
   2. Under no circumstances shall the Contractor charge any Individual Charges to the Master Account, without prior written authorization from the AOC.
   3. The Contractor shall provide an itemized bill to each Attendee for any Individual Charges.
2. Disallowance

##### If the Contractor claims or receives payment for a service or reimbursement that is later disallowed by the AOC, the Contractor shall promptly refund the disallowed amount upon the AOC's request. At its option, the AOC may offset the amount disallowed from any payment due or that may become due to the Contractor under this Agreement or any other agreement.

END OF EXHIBIT

EXHIBIT H

ATTACHMENTS

*[Choose Option one* ***OR*** *Option two:]*

*[Option one - If attachments are not part of the agreement at this time, but may be eventually, delete all of Option two, as set forth below, and insert the following:]*

@This exhibit is reserved and, therefore, left blank intentionally.

*[Option two – If attachments are part of the agreement, delete all of Option one, above, and provide contract specialist with t identified attachments for incorporation into this exhibit. Attachments are optional, but may be consist of the following: Attachment XX, Contractor’s Catering Price List (if required per Exhibit E); Attachment YY, Contractor’s Audio-Visual Equipment Price List (if required per Exhibit F); and, Attachment ZZ, Hotel/Motel Transient Occupancy Tax Waiver (if required per Exhibit C). The attachments can be listed on this page, if desired, and should be provided to contract specialist in an electronic format – revised 3/28/06.]*

@This exhibit includes the following attachment(s):

* @Attachment @1, Hotel/Motel Transient Occupancy Tax Waiver
* @Attachment @2, Contractor’s Audio-Visual Equipment Price List
* @Attachment @3, Contractor’s Catering Price List

END OF EXHIBIT

@EXHIBIT H

[If Sleeping Room provision in Exhibit C includes option of tax waiver, then this optional form is to be incorporated into the agreement as an attachment. Note, per the Sleeping Room provision in Exhibit C, that the form is incorporated already signed; insert appropriate attachment number below and in footer, sign, scan, and provide in electronic format to contract specialist –revised 3/28/06:]

ATTACHMENT #@1

STATE OF CALIFORNIA

**HOTEL/MOTEL TRANSIENT OCCUPANCY TAX WAIVER**

**(EXEMPTION CERTIFICATE FOR STATE AGENCIES)**

STD. 236 (NEW 9-91)

HOTEL/MOTEL OPERATOR: RETAIN THIS WAIVER FOR YOUR FILES TO SUBSTANTIATE YOUR REPORTS. PARTICIPATION BY OPERATORS IS STRICTLY VOLUNTARY

Date Executed:

HOTEL / MOTEL NAME

**TO:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

HOTEL / MOTEL ADDRESS (Number, Street, City, State, ZIP Code)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This is to certify that I, the undersigned traveler, am a representative or employee of the State agency indicated below; that the charges for the occupancy at the above establishment on the dates set forth below have been, or will be paid for by the State of California; and that such charges are incurred in the performance of my official duties as a representative or employee of the State of California.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OCCUPANCY DATE(S) AMOUNT PAID

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

STATE AGENCY NAME

**JUDICIAL COUNCIL OF CALIFORNIA**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

HEADQUARTERS ADDRESS

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TRAVELER'S NAME (Printed or Typed)

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**I hereby declare under the penalty of perjury that the foregoing statements are true and correct.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXECUTED AT:** (City) TRAVELER'S SIGNATURE DATE SIGNED

**,CALIFORNIA**

END OF ATTACHMENT