

RFP Name: ICM – CourTools – Room Block Only
RFP No.: ASU DC-008-LM
Judicial Council of California, Administrative Office of the Courts
Standard Agreement No. Agreement Number with Contractor Name

**ATTACHMENT 2
JBE/AOC STANDARD CONDITIONS**

JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS

STANDARD AGREEMENT COVERSHEET (rev 10-11)

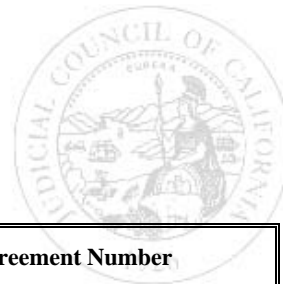
For Hotel and Conference Services

AGREEMENT NUMBER Agreement Number
FEDERAL EMPLOYER ID NUMBER Fed. Employer ID Number

- In this agreement (the "Agreement"), the term "Contractor" refers to **CONTRACTOR NAME**, and the term "JBE/AOC" refers to the **JUDICIAL COUNCIL OF CALIFORNIA, ADMINISTRATIVE OFFICE OF THE COURTS**.
- This Agreement becomes effective as of **Date** (the "Effective Date") and expires on **April 29, 2012**.
- The Work will be provided during the following Program Dates: **April 23-26, 2012**.
- The title of this Agreement is: **Institute for Court Management CourTools course – Room Block Only**.
The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of the Agreement.
- The maximum amount that the JBE/AOC may pay Contractor under this Agreement is **\$Dollar amount**.
- 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 and F.
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
- 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.

JBE/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
<i>P.V. (Authorized Signature)</i>	<i>P.V. (Authorized Signature)</i>
SAMPLE ONLY – DO NOT SIGN	
ADDRESS Attn: Business Services Unit 455 Golden Gate Avenue San Francisco, CA 94102-3688	ADDRESS Attn: Address

RFP Name: ICM – CourTools – Room Block Only
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Administrative Office of the Courts Use Only

Agreement Number	Agreement Number
Contractor Name	Contractor Name

Fund Title	Program/Category	Item	Chapter	Statute	Fiscal Year	Object of Expenditure	Amount

Amount Encumbered by this Document:	Prior Amount Encumbered for this Contract:	Total Amount Encumbered to Date:
\$@Dollar amount	\$@Dollar amount	\$@Dollar amount

SAMPLE ONLY – DO NOT SIGN

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.

- A. **“Amendment”** means a written document issued by the JBE/AOC and signed by the Contractor and the JBE/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.
- B. **“Attendee”** or **“Participant”** means persons attending or participating in the Program as (i) a presenter, speaker, trainer, or student, (ii) the JBE/AOC’s staff, and/or (iii) the guests of any of the persons listed previously.
- C. **“Banquet Event Order”** or **“BEO”** means a written order issued by the Contractor to the JBE/AOC that confirms the JBE/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 JBE/AOC’s representative, as set forth in Exhibit B.
- D. The **“Contract”** or **“Contract Documents”** constitute the entire integrated agreement between the JBE/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.”**
- E. **“Contract Amount”** means the total amount encumbered under this Agreement for any payment by the JBE/AOC to the Contractor for performance of the Work, in accordance with the Contract Documents.
- F. 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 JBE/AOC as a party to this Agreement to do the Contract Work.
- G. **“Day”** means calendar day, unless otherwise specified.
- H. **“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 JBE/AOC are liable because such event was unforeseeable and beyond the control of the party. Force Majeure includes, but is not limited to:

- i. Acts of God or the public enemy, war, terrorism, or civil unrest;
 - ii. Acts or omissions of any government entity;
 - iii. Fire or other casualty for which a party is not responsible;
 - iv. Quarantine or epidemic;
 - v. Strike or defensive lockout;
 - vi. Curtailment of transportation facilities; and,
 - vii. Unusually severe weather conditions.
- I. **“Master Account”** or **“JBE/AOC’s Master Account”** shall mean the JBE/AOC’s billing account to which the Contractor is authorized to charge specifically identified charges under this Agreement.
- J. **“Material”** means all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication technology.
- K. **“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.
- L. **“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.
- M. **“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.
- N. **“Standard Agreement Coversheet”** refers to the form used by the JBE/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.
- O. **“Standard Amendment Coversheet”** refers to the form used by the JBE/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.

- P. **“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.
- Q. **“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.
- R. **“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 JBE/AOC.

2. RELATIONSHIP OF PARTIES

Contractor shall be, and is, an independent contractor, and is not an employee or agent of the JBE/AOC, and is not covered by any employee benefit plans provided to JBE/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 JBE/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.

3. ASSIGNMENT

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

4. 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.

5. TIME OF ESSENCE

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

6. SUBCONTRACTING

- A. 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 JBE/AOC agrees to the subcontract in writing.
- B. The Contractor shall require each Subcontractor to comply with the provisions of this Contract.
- C. No party to this Agreement shall in any way contract on behalf of or in the name of another party to this Agreement.

7. 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.

8. CHANGES AND AMENDMENTS

- A. Changes or Amendments to any component of the Contract Documents can be made only with prior written approval from the JBE/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 JBE/AOC in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. After the JBE/AOC reviews the request, a written decision shall be provided to the Contractor.
- B. BEO's may be used to make changes that do not modify the terms and conditions of the Agreement.
- C. Amendments to the Agreement shall be authorized via bilateral execution of a Standard Amendment Coversheet form.
- D. 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.
- E. An Amendment is required to change the Contractor's name as set forth on the Standard

Amendment Coversheet form. Upon receipt of legal documentation notifying the JBE/AOC of the novation change, the JBE/AOC will process an Amendment for the change.

9. ACCOUNTING SYSTEM REQUIREMENT

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

10. RETENTION OF RECORDS AND AUDIT

- A. 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.
- B. The Contractor shall permit the authorized representative of the JBE/AOC or its designee or both at any reasonable time to inspect or audit all data relating to performance and billing to the JBE/AOC under this Agreement.

11. 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 JBE/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 JBE/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) California Public Contract Code (“PCC”) sections 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. 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. Work Eligibility. All Contractor personnel assigned to perform this Agreement are able to work legally in the United States and possess valid proof of work eligibility.
- H. Drug Free Workplace. Contractor provides a drug-free workplace as required by California Government Code sections 8355 through 8357. (*)
- I. 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. (*)
- J. Employment Laws. 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.). (*)
- K. Non-discrimination. 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. Each subcontract in effect and authorizing work under this Agreement contains this provision. (*)
- L. 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. (*)

- M. Discharge Violation. Contractor is not in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; or subject to any cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions. Contractor has not been finally determined to be in violation of provisions of federal law relating to air or water pollution. (*)
- N. 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 JBE/AOC. (Expatriate corporations are certain foreign incorporated entities that are publicly traded in the United States. For additional information, see PCC 10286.1.)
- O. Sales and Use Tax Collection. Contractor collects and remits sales and use taxes as and to the extent required under the Revenue and Taxation Code. (*)

12. SECURITY AND SAFETY (*)

- A. 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 JBE/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.
- B. 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.
- C. The Contractor shall immediately advise the JBE/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.

13. CONTRACTOR INSURANCE REQUIREMENTS

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

14. STATE OF CALIFORNIA PUBLIC LIABILITY AND WORKERS’ COMPENSATION

PROGRAM

- A. The JBE/AOC has elected to be self-insured for its motor vehicle, aircraft liability and general liability exposures.
- B. The JBE/AOC administers workers' compensation benefits for its employees through a Third Party agreement.

15. INDEMNIFICATION (*)

The Contractor shall indemnify, defend (with counsel satisfactory to the JBE/AOC), and save harmless the JBE/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.

16. LIMITATION ON JBE/AOC'S LIABILITY (*)

The JBE/AOC will not be responsible for loss or damage to any non-JBE/AOC equipment or property arising from causes beyond the JBE/AOC's control. In any event, the JBE/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 JBE/AOC or its officers, employees, or agents. The JBE/AOC will not be liable for any charges incurred in connection with this Program, or any JBE/AOC activities, unless expressly provided for under this Agreement.

17. CONDITION OF THE CONTRACTOR'S PROPERTY OR EQUIPMENT

The Contractor shall make the Property and/or equipment available to the JBE/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.

18. 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 JBE/AOC believes may adversely affect the Program, the JBE/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.

19. TERMINATION FOR CAUSE

- A. Pursuant to this provision, the JBE/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:
- i. 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,
 - ii. 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.
- B. In the event that this Agreement is terminated in whole or in part, pursuant to this provision, the JBE/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 JBE/AOC for any excess costs for such similar supplies or services, including all incidental and consequential damages suffered by the JBE/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 JBE/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.
- C. 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 JBE/AOC or any Attendee scheduled to participate in that part of the Work terminated.
- D. The parties shall not be liable for any excess costs if the failure to perform the Agreement arises out of Force Majeure.
- E. 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.

20. TERMINATION OTHER THAN FOR CAUSE

- A. Pursuant to this provision, the JBE/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 Notice of Termination for convenience, the Contractor shall promptly discontinue all services affected unless the Notice specifies otherwise.

- B. The JBE/AOC's right to terminate for convenience is in addition to the JBE/AOC's rights to terminate under the JBE/AOC's obligation subject to availability of funds provision or the termination for cause provision, as set forth herein.

21. 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.

22. CALIFORNIA LAW

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

23. 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.

24. 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.

25. SUCCESSORS

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

26. LOSS LEADER

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.

27. ANTITRUST CLAIMS (*)

- A. Contractor shall assign to the JBE/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 JBE/AOC. Such assignment shall be made and become effective at the time the JBE/AOC tenders final payment to the Contractor. (GC 4552)

- B. If the JBE/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 JBE/AOC any portion of the recovery, including treble damages, attributable to overcharges that were paid by the Contractor but were not paid by the JBE/AOC as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. (GC 4553)
- C. Upon demand in writing by the Contractor, the JBE/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 JBE/AOC has not been injured thereby, or (b) the JBE/AOC declines to file a court action for the cause of action. (GC 4554)

28. 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 JBE/AOC.

END OF EXHIBIT

**EXHIBIT B
SUPPLEMENTAL CONDITIONS**

1. DEFINITIONS

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

A. “**Dates**” for this Program are defined as:

- i. First day of the Program will be Monday, April 23, 2012;
- ii. Second day of the Program will be Tuesday, April 24, 2012;
- iii. Third day of the Program will be Wednesday, April 25, 2012; and
- iv. Fourth day of the Program will be Thursday, April 26, 2012.

B. “**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 and confirmed in writing.

2. PROGRAM LOCATION

A. 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 TBD
Address1 TBD
Address2 TBD

3. AGREEMENT ADMINISTRATION AND COMMUNICATIONS

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

- i. The Program Manager will be TBD; and
- ii. The Meeting Planner and Program Coordinator will be TBD and TBD.

B. 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.

C. 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 or his or her designee or successor.

- D. Any Notice from the Contractor to the JBE/AOC shall be delivered to the following address:

Judicial Council of California
Administrative Office of the Courts
Attn: TBD, Program Manager
455 Golden Gate Avenue
San Francisco, CA 94102-3688

- E. Notice to the Contractor shall be directed to the Contractor’s liaison, TBD, or his or her designee or successor, at the Contractor’s address, as set forth in the Program location provision in this Exhibit B at the following address:

Attn: TBD
Ktr TBD
DifferentAddress1 TBD
DifferentAddress2 TBD

4. 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 JBE/AOC without prior review and written permission by the JBE/AOC.

5. OTHER ACTIVITIES/RENOVATIONS

- A. The Contractor acknowledges its responsibility to assure the JBE/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 JBE/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.
- B. Additionally, the Contractor shall notify the JBE/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.
- C. For any disturbance, renovation, or construction activity that is potentially or actually inconvenient or disruptive to the Program, upon the JBE/AOC’s request, the Contractor shall:
- i. 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

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

6. 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 JBE/AOC, its successors, assigns, customer agencies, and any other recipients of the services provided hereunder.

7. 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 JBE/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.

8. 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

1. DEFINITIONS

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

- A. **“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.
- B. **“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.
- C. **“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.
 - i. The Cut-off Date hereunder is TBD.
- D. **“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.
- E. **“Pick Up Report”** means the report detailing the number of sleeping rooms per day actually used out of the Program’s room block.
- F. **“Walked”** means when an Attendee with a confirmed reservation is denied a room for any reason.

2. SLEEPING ROOM RATE(S)

- A. The Contractor shall provide sleeping rooms to the Attendees at the following rate during the Program:
 - i. For single/double occupancy room, **\$110.00** per night per room.
- B. The Contractor shall extend the sleeping room rate to Attendees two (2) Days before the Program and two (2) Days after the Program based on availability.

3. RESERVATION AND CANCELLATION PROCEDURE

- A. Unless otherwise set forth, Attendees will make their own reservations for sleeping rooms.
- B. 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.
- C. 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.
- D. The Contractor shall return all sleeping room reservations that are cancelled by Attendees to the JBE/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 JBE/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.
- E. 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.
- F. Upon request, the Contractor shall provide a Pick Up Report and a City Ledger Report to the Meeting Planner. The JBE/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.
- G. 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, 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..

- H. 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.
- I. Attendees, but not the JBE/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 JBE/AOC’s Master Account.
- J. The Contractor shall guarantee that all local and toll free call center reservation agents are aware of the room block and rate set forth herein.

4. SLEEPING ROOMS TO BE BLOCKED

- A. The Contractor shall block sleeping rooms as set forth in Table 1, below.

Table 1:

Dates	Single or Double Occupancy	Total by Date
Monday, 4/23/12	4	4
Tuesday, 4/24/12	25	25
Wednesday, 4/25/12	25	25
Thursday, 4/26/12	Check-out	Check-out
Total Rooms to be Blocked:	54	54

- B. The Contractor will provide the JBE/AOC with a current Delegate List/Report, after the Cut-off Date and before Date 1 of the Program, as identified in Exhibit B. Unless expressly set forth otherwise, any Individual Charges are the responsibility of the Attendee occupying the room.
- C. At the request of the JBE/AOC, the Contractor shall block additional sleeping rooms for Attendees at the sleeping room rate 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.
- D. The Contractor shall provide the JBE/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:

RFP Name: ICM – CourTools – Room Block Only
RFP No.: ASU DC-008-LM
Judicial Council of California, Administrative Office of the Courts
Standard Agreement No. Agreement Number with Contractor Name

5. ADDITIONAL REQUIREMENTS FOR SLEEPING ROOMS

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

6. CHARGES PURSUANT TO EXHIBIT C

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

END OF EXHIBIT

RFP Name: ICM – CourTools – Room Block Only
RFP No.: ASU DC-008-LM
Judicial Council of California, Administrative Office of the Courts
Standard Agreement No. Agreement Number with Contractor Name

EXHIBIT D
SPECIAL PROVISIONS FOR MEETING AND FUNCTION ROOMS

This Exhibit is reserved and, therefore, left blank intentionally.

END OF EXHIBIT

RFP Name: ICM – CourTools – Room Block Only
RFP No.: ASU DC-008-LM
Judicial Council of California, Administrative Office of the Courts
Standard Agreement No. Agreement Number with Contractor Name

EXHIBIT E
SPECIAL PROVISIONS FOR FOOD AND BEVERAGE SERVICE

This Exhibit is reserved and, therefore, left blank intentionally.

END OF EXHIBIT

EXHIBIT F
SPECIAL PROVISIONS FOR MISCELLANEOUS REQUIREMENTS AND EXPENSES

1. INDIVIDUAL CHARGE FOR PARKING

- i. The Contractor shall provide up to twenty (20) parking passes to the Attendees during the Program Dates at the rate of \$TBD 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.

- A. **“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.

2. RESPONSIBILITY FOR INDIVIDUAL CHARGES

- A. Unless otherwise expressly set forth, the Contractor shall not charge the JBE/AOC nor will the JBE/AOC assume any liability for any Individual Charges incurred by Attendees.
- B. Under no circumstances shall the Contractor charge any Individual Charges to the Master Account, without prior written authorization from the JBE/AOC.
- C. The Contractor shall provide an itemized bill to each Attendee for any Individual Charges, pursuant to the terms of this Agreement.

3. DISALLOWANCE

If the Contractor claims or receives payment for a service or reimbursement that is later disallowed by the JBE/AOC, the Contractor shall promptly refund the disallowed amount upon the JBE/AOC's request. At its option, the JBE/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