



Wednesday, December 29, 2021

Michael Viscomi
Garden Grove Police Department
11301 Acacia Parkway
Garden Grove, CA 92840

Dear Michael,

We look forward to welcoming you and your group to Temecula Creek Inn.

Following is a Group Booking Agreement. Please review all pages, note any changes, sign and return the agreement to my office by Friday, January 28th 2022. **You will be receiving a separate email from SERTIFI with a link to provide your deposit by credit card. Please complete the attached Credit Card Authorization for our files and return with the signed Booking Agreement.**

After your booking agreement is confirmed a Conference Services Manager will be assigned to work with you in the planning of your program and menus.

If you have any questions, I am certainly always available to you. Thank you again for selecting Temecula Creek Inn.

Sincerely,

Diana Buxton

Diana Buxton
Sales Manager
Ph: (951) 506-1763

44501 RAINBOW CANYON ROAD, TEMECULA, CA 92592
SALES PHONE: 951.587.1460 SALES FAX: 951.365.5561

Temecula Creek Inn
GROUP BOOKING AGREEMENT
Garden Grove Police Department
Sunday, May 01, 2022 - Tuesday, May 03, 2022

ORGANIZATION: Garden Grove Police Department
CONTACT NAME: Michael Viscomi
STREET ADDRESS: 11301 Acacia Parkway
CITY, STATE/PROVINCE: Garden Grove, CA
ZIP/POSTAL CODE: 92840
PHONE NUMBER: (714) 321-9645
E-MAIL ADDRESS: billsfan32@icloud.com

We are delighted to confirm this Group Booking Agreement (the Agreement) entered in by and between the Temecula Creek Inn (**Hotel**) and **Garden Grove Police Department** executed this date, December 29, 2021.

We are currently holding the following arrangements on a first option tentative basis totaling 84 room nights for exclusive use until Friday, January 28th 2022. If the **Hotel** receives a request from another organization more than 72 hours in advance of this date, the **Hotel** will notify you and extend a 72-hour option to confirm by execution of this Agreement and receipt of initial deposit or release the reservation.

GROUP ROOM BLOCK:

The following block of 84 room nights ("Room Block commitment") has been reserved for Garden Grove Police Department.

	Sun 5/1/2022	Mon 5/2/2022
King Standard	37	37
Executive King Best View	5	5

GROUP ROOM RATE:

Room rates are European plan (room only) and are subject to the prevailing room tax and applicable assessment. Group room rates are confirmed net, non-commissionable. A charge of \$10.00 will be added for each additional person sharing a double room. Children 17 years and under may share the same room with parents at no additional charge.

	Sun 5/1/2022	Mon 5/2/2022
King Standard	\$129.00	\$129.00
Executive King Best View	\$129.00	\$129.00

TAXES AND SERVICE CHARGES:

Room rates are subject to the prevailing room tax. Food and beverage, as well as all hotel purchases are subject to state sales tax. A service charge is applied to all private food and beverage functions and is subject to state sales tax. Current taxes and service charges are as follows:

Room Tax	12.45%
Food & Beverage Service Charge	23%
State Sales Tax	8.75%

Taxes, assessments and service charges are subject to change, without prior notice. The Service Charge is subject to applicable Sales Tax (California State Board of Equalization Regulation Code 1603).

EARLY ARRIVAL / EXTENDED DEPARTURES:

Guests arriving before or departing after the dates of the program will be confirmed on a space available basis at the prevailing rates.

SPECIAL CONSIDERATIONS:

- (5) Complimentary Upgrades to Executive King Rooms – per group’s assignment

RESORT FEE:

There will be an \$18.00 per night Resort fee. This includes complimentary in-room coffee, bottled water (2), high-speed internet; overnight parking; and unlimited use of the pool and fitness center.

CHECK-IN / CHECK-OUT:

Check-in time is 4:00 PM and check-out time is 11 AM. The **Hotel** agrees to accommodate guests arriving early for check-in provided their guest room is available.

GROUP BOOKING DEPOSIT:

To guarantee accommodations, the following non-refundable deposits must be received on or before the due dates indicated below:

Transaction Type	Charge Type	Date	Amount
50% Estimated Balance Due		January 29 th , 2022	\$7,939.00
Final Estimated Balance		5 Business Days Prior to Arrival	

All deposits will be credited to the Master Account. In the event of a room block reduction or cancellation, deposits will be applied towards settlement of the attrition charges or cancellation fees set forth in the “ROOM BLOCK REDUCTION (ATTRITION)” and “CANCELLATION” sections outlined below.

THE HOTEL RESERVES THE RIGHT TO CANCEL ALL OR PART OF THIS AGREEMENT IF DEPOSIT(S) ARE NOT RECEIVED BY THE DATES AND IN THE AMOUNTS INDICATED ABOVE. SUCH CANCELLATION DOES NOT RELIEVE Garden Grove Police Department OF THE LIABILITIES UNDER THE “CANCELLATION” PROVISION SET FORTH IN THIS AGREEMENT.

CUT-OFF DATE:

All rooms within the room block must be confirmed **PRIOR TO** the Cut-off Date of **Friday, April 01, 2022**. All rooms remaining in your block after this date will be returned to general inventory for sale to other groups and/or individuals. Any reservation requests after the Cut-Off Dates will be accepted at prevailing rates.

RESERVATION METHOD:

Reservations will be accepted by: A rooming list that includes the names for each accommodation, type of accommodation and arrival and departure dates and is received no later than the Cut-Off Date referenced above.

PAYMENT ARRANGEMENTS:

Type of Charge	Master Account	Individual Folio
Room / Tax	X	
Resort Fee	X	
Banquet Charges	X	
Incidentals		X

Any charges to individual's folio will be settled upon check-out.

ROOM BLOCK REDUCTION (ATTRITION):

Garden Grove Police Department represents to the Hotel that the Room Block Commitment is an accurate representation of the guest room requirements. A one-time reduction of up to 10% of the per night room block may be released without liability. Should room reductions occur over the outlined percentages, then Garden Grove Police Department will be charged for the full amount of the unused room nights, plus tax. No show or rooms held without names are considered reductions.

The **Hotel** reserves the right to also reduce its provision of meeting space and any complimentary concessions proportionately.

FOOD & BEVERAGE MINIMUM GUARANTEE:

The **Hotel** is relying on, and Garden Grove Police Department's agrees to provide a minimum of **\$4,042.00** in food and beverage revenue, net of tax and service charges. The **Hotel** will agree to a 10% reduction of the minimum food and beverage revenue; provided Garden Grove Police Department notifies the **Hotel** in writing no later than (30) days prior to Garden Grove Police Department scheduled arrival date. In the event that actual food and beverage revenue falls below the minimum food and beverage revenue, then the difference will be posted to your Master Account, along with applicable taxes and service charge.

Until specific menus and prices are established, the Hotel will compute any performance and cancellation fee based on the minimum food and beverage revenue set forth above.

MEETING AND FUNCTION REQUIREMENTS:

Garden Grove Police Department agreement to hold the functions set forth below is material consideration for which the **Hotel** enters into this Agreement. Any modification to the program shall require approval by both parties.

REASSIGNMENT OF MEETING SPACE:

Should Garden Grove Police Department unilaterally cancel the Room Night Commitment, scheduled food and beverage functions and/or recreation, which constitute, in the aggregate, a 25% or greater reduction in total

anticipated revenue, or add substantial meeting or special audio visual requirements, the **Hotel** shall have the right to review and make adjustments in the provisions of this Agreement, which may include a re-assignment and/or additional charges for meeting or function space. The **Hotel** reserves the right to assign or reassign meeting space based on the final program and actual meeting attendance submitted in writing. The **Hotel** agrees to notify Garden Grove Police Department in advance prior to doing so. Space is held only for the times specified.

AGENDA:

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
Monday, May 02	8:00 AM	9:00 AM	Inland Empire Breakfast Buffet	Olive 1 Patio	Special Instructions	43	
	8:00 AM	5:00 PM	Meeting	Olive 1		43	\$500
	12:00 PM	1:00 PM	Estate Deli Lunch Buffet	Olive 1 Patio	Special Instructions	43	
Tuesday, May 03	8:00 AM	9:00 AM	Inland Empire Breakfast Buffet	Olive 1 Patio	Special Instructions	43	
	8:00 AM	1:00 PM	Meeting	Olive 1		43	\$500

MEETING ROOM RENTAL SURCHARGE:

Any additional meeting space will be charged to Garden Grove Police Department at the prevailing room rental rate. If there is a 25% or greater reduction in total anticipated food and beverage revenue caused by any program change and/or reduction in attendance, the **Hotel** reserves the right to review and make adjustments in the provision of complimentary space. Garden Grove Police Department will be notified in advance of any such adjustments.

GUARANTEES FOR CATERED FUNCTIONS:

The guaranteed number of attendees must be communicated to the Catering office no less than three business days prior to the event. **The final guarantee must meet or exceed the Food and Beverage Minimum of \$4,020.00 (plus applicable service charge & sales taxes) referenced in Section 1 of this contract.** Upon receipt of attendance counts, the number cannot be reduced. A 5% allowance in food preparation over the guaranteed number will be given on all events. In the event a final guarantee figure is not supplied, the estimated number of attendees will be considered the final guarantee. You will be charged for the number of meals served or the number of meals guaranteed whichever is greater.

CANCELLATION ASSESSMENT:

Garden Grove Police Department acknowledges that if it cancels or otherwise abandons its planned use of the Room Night Commitment (a "Cancellation" under this Agreement), this action would constitute a breach of Garden Grove Police Department's obligation to the **Hotel** and the **Hotel** would be harmed. Because of the **Hotel's** harm (and Garden Grove Police Department's obligation to compensate for that harm) is likely to increase if there is a delay in notifying the **Hotel** of any Cancellation, Garden Grove Police Department agrees to promptly notify the **Hotel**, in writing within five (5) business days of any decision to cancel. In addition, if a Cancellation occurs, the parties agree that:

- (a) It would be difficult to determine the **Hotel's** actual damages.
- (b) The sooner the **Hotel** receives notice of the Cancellation, the lower the actual damage is likely to be, because the probability of mitigating the harm by reselling space and functions is higher.

(c) The highest dollar amount in the following chart set forth below reasonably estimates the **Hotel's** damages for a last-minute Cancellation and, through its use of a sliding scale that reduces damages for earlier Cancellations, the chart also reasonably estimates the **Hotel's** ability to lessen its harm by reselling the space and functions.

Garden Grove Police Department therefore agrees to pay the **Hotel**, within ten (10) days after any Cancellation, as liquidated damages and not as a penalty, the liquidated damages amount listed in the chart below, less any deposits received by the **Hotel**. The cancellation fee is based on the date of receipt of the written cancellation notice and the scheduled arrival date.

Receipt of Cancellation Notice by the Hotel	CANCELLATION ASSESSMENT
0 - 60 Days	Full payment of liquidated damages (anticipated room, food and beverage revenue, including service charge, scheduled recreation, and rental rate for blocked meeting rooms)
61 - 120 Days	80% of liquidated damages (anticipated room, food and beverage revenue, including service charge, scheduled recreation, and rental rate for blocked meeting rooms)
121 -365 Days	50% of liquidated damages (anticipated room, food and beverage revenue, including service charge, scheduled recreation, and rental rate for blocked meeting rooms)

Provided Garden Grove Police Department timely notifies the **Hotel** of the Cancellation and timely pays the above liquidated damages, the **Hotel** agrees not to seek additional damages from Garden Grove Police Department relating to the Cancellation.

Garden Grove Police Department understands and agrees that a reduction of 50% or more of the Room Night Commitment shall, at the option of the **Hotel** be considered a cancellation and be subject to the Cancellation Assessment.

BILLING

Garden Grove Police Department agrees to pay the total balance owing on the Master Account upon receipt of the invoice. Should there be any disputed portions of the billing, 90% will be paid by Garden Grove Police Department, and the remaining portion remitted to the **Hotel** when discrepancies are resolved. Should a dispute occur, the **Hotel** must receive a description in writing of any disputed amounts within fifteen (15) days of receipt of the invoice. Any payments not made within 30 days of the date of the invoice will accrue interest at the rate of 18% per annum or the maximum amount allowed by law. The **Hotel** will establish a Master Account(s) for billing items you specifically determine.

PAYMENT OF INDIVIDUAL ACCOUNTS:

Individual accounts of guests of Garden Grove Police Department must be paid upon checkout. Temecula Creek Inn is responsible for collecting credit cards for each guest upon arrival. These credit cards will be used for incidentals not paid by guests upon check out.

PERFORMANCE:

The performance of this Agreement will terminate without liability to either party if substantial performance of either party's obligations is prevented by an unforeseeable cause reasonably beyond the party's control. Such causes include, but are not limited to, acts of God, regulations or orders from governmental authorities, fire, flood or explosion, war, disaster, civil disorder, or other emergency making it illegal or otherwise impossible to provide the facilities or services to hold the event, any delay in necessary and essential construction or renovation of the hotel, strike, lockout or work stoppage or other restraint of labor either partial or general, from whatever cause; provided, however, that there shall be no right to terminate this Agreement for economic inadvisability or for the sole purpose of holding the same meeting in some other city or facility.

INDEMNIFICATION:

To the maximum extent permitted by law, Garden Grove Police Department agrees to indemnify, defend and hold harmless the Hotel, the owner and manager of the Hotel, and their respective employees and agents against any and all demands, claims, actions, causes of action, loss or damage to persons or property, liabilities and costs, including, without limitation, reasonable attorney's fees arising out of or connected with Garden Grove Police Department event, including the use of the services and facilities of the Hotel by Garden Grove Police Department, Garden Grove Police Department's attendees, invitees or any contractors or third party service providers hired or engaged by Garden Grove Police Department , except those claims arising out of the gross negligence or willful misconduct of the Hotel. The provision of this section shall survive the performance and expiration of this Agreement.

RISK OF LOSS:

By entering into this Agreement, Garden Grove Police Department assumes and accepts the risk of loss for any and all damages caused by Garden Grove Police Department and Garden Grove Police Department individual attendees registered and staying at the Hotel and/or entitled to attend Garden Grove Police Department's function held at the Hotel. Such risk of loss shall include property damage, personal injury and economic damage incurred by or at the Hotel as the result of actions or inactions of Garden Grove Police Department and its attendees, guests and invitees.

FORCE MAJEURE:

The Hotel is not liable for its failure to perform under this contract if such failure is due to circumstances beyond its control, including but not limited to, acts of God, travel or transportation restrictions, shortage of commodities or supplies to be furnished by Hotel, labor problems, governmental regulations, utility shortages or restrictions, or any other causes beyond its control or interfering with performance, whether enumerated herein or not. Client agrees and acknowledges it shall hold Hotel harmless in the event of a Force Majeure event.

INITIAL: _____

INSURANCE:

Garden Grove Police Department and Hotel each shall carry adequate property, comprehensive general liability and other insurance sufficient to cover the risks of the parties in the performance of this Agreement and, upon request; each agrees to provide the other with evidence of such insurance.

DISTURBANCE:

Garden Grove Police Department agrees that noise will be kept at a reasonable level, as determined by the Hotel. Any expenses incurred by the Hotel due to the interference of Garden Grove Police Department's event on another guest(s) stay, including but not limited to noise, will be passed on the Garden Grove Police Department.

COVID-19 Clause

The Client and Hotel acknowledge that at the time of signing this Agreement COVID-19 - Coronavirus disease exists and continues to persist in California. In the event the COVID-19 pandemic continues to exist, experiences a second wave, or becomes worse, at Hotel's sole and exclusive determination, the Hotel shall have the right to exercise the Force Majeure Clause provision which will entitle Hotel to terminate this Agreement in its entirety, which may result in a refund of any deposits less any expenses incurred by the Hotel up to the date of the termination or changing of the Event dates. Client fully understands and acknowledges Hotel will take reasonable steps necessary to inform Client of a Force Majeure event with as much notice as possible.

ENFORCEMENT OF THIS AGREEMENT:

This Agreement shall become effective between Garden Grove Police Department and the **Hotel** when signed by both parties. The laws of the State of California shall govern this Agreement and the venue for any action brought in connection with this Agreement shall be San Diego County, California. The prevailing party in any dispute hereunder shall be entitled to recover reasonable attorney's fees and court costs.

ENTIRE AGREEMENT:

This Agreement and any attachments hereto constitute 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 and other communications between the parties. This Agreement may not be released, discharged, changed or modified except in writing and signed by duly authorized representatives of both parties. This Agreement may be executed in one or more counterparts, each of which when fully executed, shall be deemed an original, and all of which shall be deemed to be the same agreement.

If any provision of this Agreement is unenforceable under applicable law, the remaining provisions shall continue in full force and effect. No waiver of any breach of either party to this Agreement of any term, condition, or obligation set forth in this Agreement shall be deemed a waiver of the same or similar breach thereafter.

If the above meets with Garden Grove Police Department's approval, please have an authorized representative sign and return the Agreement to the Hotel. Upon receipt of the signed Agreement, we will consider all arrangements definite and confirmed.

Temecula Creek Inn:

Garden Grove Police Department:

Diana Buxton

Print/Type Name

Sales Manager

Print/Type Title

Signature

Signature

Date

Date

Temecula Creek Inn • 44501 Rainbow Canyon Road • Temecula CA 92592
Diana Buxton • Phone (951) 506-1763 • Fax (951) 365-5561 • E-Mail: dbuxton@tciresort.com



TEMECULA

CREEK INN

Event Name: Garden Grove Police Department

Event Date: Sunday, May 01, 2022

Cardholder Name:
(as it appears on card)

Card Type: VISA MasterCard American Express Diners Club Discover

Last 4 of Credit Card Number Used in Sertifi:

I authorize Temecula Creek Inn to charge the credit card previously captured in Sertifi, the Hotels secure online credit card processor, for all outstanding balances.

Signature of Card Holder:

Fax completed form to (951) 365-5561 OR Email completed form to tcisales@tciresort.com

Thank you for your assistance. We look forward to hosting your event.

DOS:
Orange County Sheriff's Department: Sunday, May 01, 2022 -
Tuesday, May 03, 2022

Initial Here
DiBuxt:

Date

RELEASE, WAIVER, INDEMNIFICATION, AND COVENANT NOT TO SUE – COVID 19

TEMECULA CREEK INN

This is a legally binding Release, Waiver, Indemnification, and Covenant Not to Sue (collectively, “Release”), made voluntarily by Garden Grove Police Department (“Group”) the undersigned, to the Temecula Creek Inn (“TCI”), the Pechanga Band of Luiseño Indians, Pechanga Development Corporation, Pechanga Resorts Incorporated, and all other entities or instrumentalities of the Pechanga Band of Luiseño Indians (collectively, “Pechanga”).

Group agrees that it is personally responsible for its actions and safety, as well as the actions and safety of those participating in the “Event” at the TCI. Because the TCI is open for use by other individuals, Group recognizes that Group may be at a higher risk of contracting the novel coronavirus (“COVID-19”) and Group hereby assumes that risk. Group agrees to comply with all TCI policies and rules, including all policies, guidelines, signage, and instructions related to COVID-19 mitigation such as social distancing, mandatory face coverings, etc.

The Group acknowledges and is fully aware of the risks involved with group events during the current pandemic and hereby releases, waives, discharges, and covenants not to sue TCI, its officers, agents, and employees (collectively the “Released Parties”) from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained related to COVID-19 other than by gross negligence caused solely by the Released Parties. Group acknowledges and is aware of all applicable COVID-19 mandates and accept the risks.

Group agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made against any of the Released Parties due to anyone in the Group’s bodily injury, death, loss of use, monetary loss, or any other injury from or related to Group’s use of the TCI facilities, amenities, equipment, or materials, other than by gross negligence caused solely by the Released Parties.

By signing below Group acknowledges and represents that it has read the foregoing Waiver of Liability, understand it and signs it voluntarily. Group is sufficiently informed about the risks involved in using the TCI to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; Group is executing this document for full, adequate, and complete consideration fully intending to be bound by the same and bind the Group. Group agrees this Wavier of Liability shall be governed by and construed in accordance with all applicable law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Wavier of Liability as a whole. Nothing in this Release is intended to nor may be construed as waiving Pechanga’s sovereign immunity.

READ CAREFULLY AND UNDERSTAND BEFORE SIGNING

Signature

Date

Print

DOS:
Orange County Sheriff's Department: Sunday, May 01, 2022 -
Tuesday, May 03, 2022

Initial Here
DiBuxt:

Date