

INFORMATION

Oakland Convention Center

The Oakland Convention Center (“Convention Center”) is owned by and operated for the account of the City of Oakland. Rental of Event and function space, catering and certain other services at the Convention Center are provided by the Hotel under a contract arrangement.

Meeting room rental is subject to a 21% service charge and all applicable local and state taxes. If Group modifies the room block or food and beverage functions, the Hotel reserves the right to increase meeting room rental charges accordingly.

Food and Beverage

A signed Banquet Event Order must be on file in the Events Department ten (10) business days prior to the function date, otherwise items cannot be guaranteed.

Alcoholic Beverages

Guest must be able to show proper picture identification, upon request, when ordering or consuming alcoholic beverages. Any guest that appears under thirty (30) years of age must be able to show proof of age.

Prices

Prices are quoted ninety (90) days in advance of the event. However, due to fluctuating market prices the quotation will be subject to change. Menu prices will be guaranteed for a maximum of 60 days.

Service and Labor Charges

All menu prices are subject to a 21% service charge and applicable sales tax. In accordance with California Regulation 1603, sales of food products and all service charges are subject to sales tax. A labor charge of \$75.00 will be assessed to all meal functions with a guarantee of less than 30 guests.

Additional Services

Additional services assistance such as coat check, cocktail servers, butler service, facility cleaners, security, etc., may be arranged for prior to your event.

Engineering Services

Should functions require special lighting, electrical equipment, telephone lines, or any special assistance, information must be provided to the hotel’s Events Department fourteen (14) days in advance. Depending on the extent of the arrangements and labor or equipment needed, additional charges may be assessed.

Location/Requirements/Exhibits

It is understood that the City of Oakland Fire Marshall may require certain permits and inspection fees based upon the set up and location of Exhibits.

Setup

The Exhibit Area will be available according to contracted dates.

Storage

Storage space is not available for display material and/or show merchandise. At the conclusion of the set-up operation, all equipment, crates, trash, etc., not part of the exhibits must be removed from the Exhibit Area, the Hotel and/or Convention Center.

Dismantle Date

Group is obligated to completely clean and remove all exhibits and other materials from the Exhibit Area, the Hotel and/or Convention Center.

Security

Group is obligated to provide all security personnel necessary or appropriate for the Event. Currently, the Hotel's security charges are \$35 per hour, with an eight (8) hour minimum. All security personnel are subject to Hotel's prior approval and Group is responsible for all charges associated with providing such security. Hotel reserves the right to require Group to provide security personnel during all or such portion of the Event, as Hotel shall determine to be appropriate.

At least one (1) security officer must be stationed at the loading dock during all load-in and load-out operations at the East and/or West Halls of the Convention Center.

Drayage

A licensed drayage company must be used when ten (10) or more exhibitors are expected. Drayage shipments may not arrive earlier than the Exhibit Start Day. Direct shipments of exhibitor freight will be refused. We will be happy to provide a list of qualified exhibit/drayage companies.

Exhibitor's Contracts

A copy of Group's proposed contract with exhibitors must be submitted to Hotel's Event Producer for approval prior to its printing and distribution, to ensure that the Hotel and/Convention Center are protected and that exhibitors have received complete information and instructions, as well as copies of rules and regulations governing exhibits at the Hotel and/or Convention Center.

The Exhibitor's contract must include the following provision:

Exhibitor agrees to protect, defend, indemnify and hold the [City of Oakland and its Council, Integrated Services Corp.,] Interstate Hotels and Resorts, CIM, and their respective Boards of Directors, shareholders, partners, officers, representatives, agents and employees (each an Indemnified Party), free and harmless from and against any and all losses, penalties, damages, settlement costs, charges, professional fees or other expenses or liabilities of every kind and character (collectively Loss) arising directly or indirectly out of this agreement and/or the performance hereof, or Exhibitor's use of any portion of the Convention Center, unless such Loss arose as the result of the gross negligence or willful misconduct of an Indemnified Party.

Additional Services

Additional services assistance such as coat check, cocktail servers, butler service, facility cleaners, security, etc., may be arranged for prior to your event.

TERMS AND CONDITIONS CONTRACT

1. Patron agrees to pay the price per Person, as shown provided, the quotation herein is subject to a proportionate price increase to meet the increased cost of food, beverages and other costs of operation existing at the time of performance of the undertaking by reason of increases in present commodity prices, labor costs, taxes or other similar reasons. Patron expressly grants the right to the Oakland Marriott City Center (herein after referred to as Hotel) to raise the prices herein quoted or to make reasonable substitutions. Otherwise, no change shall be made in any of the conditions of this contract without the understanding of both parties at least 72 hours prior to the date of the function.
2. The Hotel shall not be liable for its failure to perform this contract if such failure is due to Acts of God, labor problems, including but not limited to strikes, fire, flood, weather, earthquakes, restrictions upon travel, food, beverages or supplies, any other causes beyond its control, or interfering with the performance, whether enumerated herein or not.
3. Patron also agrees to reimburse the Hotel for fair value of any damages or losses caused to Hotel property or to third persons or their property by Patrons, Patron's Guests or Patron's Invitees.
4. It is a condition of this contract that the full payment shall be made at least ten days in advance of the function unless the Hotel has agreed to other credit arrangements. Interest at the maximum rate allowed by applicable law, essentially, 1½% per month (18% annum) will be charged on any unpaid balance over 30 days.
5. **Guarantee:** Attendance for all food functions must be specified by 10:00am, 72 (seventy-two) business hours in advance. This number will be considered a guarantee, not subject to reduction. Patron will be charged for the guarantee or actual meal count, whichever is greater. The Hotel will prepare 5% over the guarantee up to 30 (thirty) meals. **If no guarantee is received, the number indicated on the event order will be considered as such.**
6. **Cancellation and/or Reduction Policy:** If any Event is cancelled or there is a reduction of more than twenty percent (20%) in the committed number of covers, Patron agrees to pay Hotel the following:
 - a. Event is cancelled with advance notice of five (5) business days or more: Thirty five percent (35%) of the food and beverage revenue that the hotel reasonably estimates (based on the then-current minimum catering prices and committed number of covers) that it would have received for such Event (Hotel Revenue Estimate).
 - b. Event is cancelled with advance notice of less than five (5) business days: One Hundred percent (100%) of the Hotel Revenue Estimate for such Event.
 - c. Event attendance is reduced with advance notice of seventy-two (72) hours or more: Thirty-five percent (35%) of the difference between the Hotel Revenue Estimate for such Event and the actual revenue received for such Event.
 - d. Event attendance is reduced with advance notice of less than seventy-two (72) hours: One Hundred percent (100%) of the difference between the Hotel Revenue Estimate for such Event and the actual revenue received for such Event.
 - e. Any reduction/cancellation of events will result in full meeting room rental charges as outlined in this agreement.

Hotel agrees that after receipt of this amount, it will not seek further damages resulting from the cancellation or attrition of such Events.

7. **Service and Labor Charges:** All menu prices are subject to a 21% service charge and applicable sales tax. In accordance with California Regulation 1603, sales of food products and all service charges are subject to sales tax. An additional labor fee of \$75.00 will be added to all meal functions with a guarantee of less than 30 guests. Additional service personnel such as coat check, cocktail servers, butler service, facility cleaners, security, etc., and those functions requiring special labor will result in additional labor charges on an hourly basis.
8. When requesting multiple entree menu selections (minimum of 100 people), the Hotel will present the same accompaniments for both entrees. Guarantee and count of each entrée must be provided 7 working days prior to event date. All entrees will be priced at the higher priced entrée selection.
9. Due to the hotel insurance regulations, no leftover food and/or beverage shall be removed from the premises. At the conclusion of the function, such food becomes the property of the hotel.
10. The Hotel maintains the exclusive right to provide all food, beverage and alcoholic beverage within our facilities. No product may be brought into the hotel by Patron or any of Patron's guests.
11. Patron agrees to begin the function at the scheduled time and agrees to vacate at the closing time contracted or overtime charges may be incurred.
12. Patron will conduct the function in an orderly manner and in full compliance with the rules of the Hotel Management. The Hotel reserves the right to require additional security for any event. Contracted security will be arranged by the Events Department Manager at an additional cost to the Patron at an hourly rate.
13. **Room Assignment and Set-up:** The Hotel reserves the right to move functions to meeting/banquet rooms other than those appearing on contract without prior notification. If Patron requests a change in set up from the original contract on the day of the function, an additional labor charge of \$500 may be assessed by Hotel equal to the published room rental. Early access to function room is subject to additional room rental fees. The Hotel will not assume any responsibility for damage or loss of any merchandise or articles left in the facilities prior to, during, or after Patron's function.
14. The Hotel will NOT permit the affixing to the walls, columns, glass, doors, floors or ceilings of any public space or meeting rooms with nails, tacks, foam tape, staples, and double stick tape or push pins. Signage must conform to the standards of the Oakland Marriott City Center Hotel. No frame wooden signage may be used inside or outside of hotel property. No handwritten signage is permitted in the hotel. Any signage or postings at the hotel will require the final approval of the Events Department of the Oakland Marriott City Center.
15. **Material and Freight:** All shipments must have the following information on each parcel: company and client name, function name and date, Events Manager's name. The hotel must be notified of all deliveries. The Parcels will not be accepted until (3) three days prior to the function date. If more than (5) packages are sent, each package will be charged storage and handling fee of \$50 per day. Handling fee of \$3.00 per parcel will be charged to client's master account each time parcel is handled. Parcels returned to client must be re-packaged and labeled per shipper specifications. Expected deliveries in excess of twenty (20) total parcels must be handled by a contracted drayage company.
16. In the event that this agreement is signed in the name of a corporation, partnership, association, club or society, the person signing represents to the Hotel that he or she has full authority to sign such contract binding said entity. The signee, with signature, agrees and is in compliance of the above stated terms.

Name Printed: _____

Title Printed: _____

Signature: _____

Date: _____