

**SHORT-FORM AGREEMENT BETWEEN
Omni San Diego Hotel and City of San Diego**

This Agreement is made this 11 day of January, 2022, between City of San Diego ("Group") and Omni Hotel Management Corporation as agent for the owner of Omni San Diego Hotel ("Omni").

GUEST ROOM BLOCK: Omni is pleased to offer the following accommodations for your event:

	Tue 4/5/2022	Wed 4/6/2022
Run of House	30	30

TOTAL ROOM BLOCK RESERVED: 60

GUEST ROOM RATES: Omni is pleased to confirm the following group rates for your event.

	Single/Double Rate
Run of House	\$181.00

All special room rates are quoted **net non-commissionable** and are exclusive of 12.72% taxes and assessments (10.5% Transient Occupancy Tax, 2% San Diego Tourism Marketing District assessment, and .22% California Tourism Assessment) which are subject to change without notice. A charge of \$25.00 will be added for each additional guest with a maximum of four (4) guests per room.

RESERVATION METHOD: All reservations will be made through the method indicated below and will be submitted to Omni on or before the cut-off date.

Rooming List <input type="checkbox"/>	Individual Call-In <input type="checkbox"/>	Customized Landing Page <input checked="" type="checkbox"/>
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All reservations guaranteed that fail to arrive on the scheduled arrival date will be considered No-Shows and a charge of one nights room and tax will apply.

CHECK-IN/CHECK-OUT: Check in time is 4pm and check-out time is 11am. Omni will make every effort to accommodate requests, but cannot guarantee an early check-in or late departure.

CUT-OFF DATE: The cut-off date for accepting reservations into this room block is **Sunday, March 6, 2022**. Reservation requests received after 5:00PM local time at the Hotel on the cut-off date will be accepted based on guest room availability at the prevailing transient rates. At time of cut-off, all unused rooms and suites will be automatically released for general sale.

EARLY DEPARTURE FEE: An early departure fee of one night's room and tax will apply if an attendee checks out prior to their checkout date.

CONCESSIONS:

1. Complimentary in guest room Internet access
2. Complimentary access to the Fitness Center for all attendees
3. Waived Destination Charge
4. Forty (40%) Discount on Valet Parking

PAYMENT OPTIONS: Payment will be made by the party indicated below: *Please check applicable option.*

Guest rooms (including taxes, and no-show and early departure fees):	<input type="checkbox"/> Group	<input checked="" type="checkbox"/> Guests
Incidental charges:	<input type="checkbox"/> Group	<input checked="" type="checkbox"/> Guests

PAYMENT: Group will advise Omni of its expected method of payment at the time of contract signature. The Hotel accepts cash, check, ACH or wire transfers for payment. In the event you wish to pay by credit card for your event or your deposit, Omni Hotels and Resorts will accept payment up to \$25,000 on American Express, Diners Club, Discover Card, JCB International, Master Card or Visa. For any amounts or balance greater than \$25,000 a 1.5% convenience fee will be charged. If Group requests paying using a credit card honored by Omni, a valid credit card must be provided to Omni no later than 03/30/22, and all charges that Group is responsible for will be charged to such credit card at departure. Upon application and review by Omni, Omni may elect to extend direct billing privileges for a portion of the master account to Group. If direct billing has been established, payment of all undisputed outstanding balance of Group's master account is due within thirty (30) days of Group's receipt of invoice from Omni. DB accounts may be settled by cash, check, ACH or wire transfers. Omni Hotels and Resorts will accept payment up to \$25,000 on American Express, Diners Club, Discover Card, JCB International, Master Card or Visa. For any amounts greater than \$25,000 a 1.5% convenience fee will be charged. For approved DB accounts paying by cash, check, ACH or wire transfer Omni Hotels and Resorts will offer a 1% discount for clients that pay in 15 days terms. Clients who do not elect the early pay discount must accept net 30 terms.

CANCELLATION: Group agrees that should it cancel its event for any reason, including changing its meeting site to another Hotel, that Property will suffer damages. The closer to the date of your event that a cancellation occurs, the less likely it is that the Property will be able to replace any or all of your business with comparable business. Therefore, the parties agree that the Group will pay as liquidated damages to the Property immediately upon notice of cancellation a percentage of the total revenues anticipated by the Property for your event from sleeping rooms and food and beverage events set forth in your program as follows:

Cancellation after contract signature through February, 4, 2022 **\$5,430.00**
(50% of total room nights @ \$181.00)

Cancellation on February 5, 2022 through April 4, 2022 **\$8,688.00**
(80% of total room nights @ \$181.00)

These payments may be subject to the applicable taxes.

Omni San Diego Hotel will not consider notice of cancellation valid and will not release accommodations held until written notice of cancellation and payment of the liquidated cancellation damages are received, therefore delay in payment may result in higher damages owed.

LAWS AND POLICIES: Group will comply with all applicable laws and Omni rules and policies.

INSURANCE: Each party will maintain insurance sufficient to cover any claims or liabilities which may reasonably arise out of or relate to its obligations under this Agreement and will provide evidence of such insurance upon request.

INDEMNIFICATIONS: To the extent permitted by law, you agree to protect, indemnify, defend and hold harmless **Omni San Diego** and Omni Hotels Management Corporation, and their respective officers, directors, owners, parents, subsidiaries, affiliates, employees and agents against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out of or connected with your function, except that nothing in this indemnification shall require you to indemnify the Hotel for that portion of any claim that is finally determined to arise out of the negligence or willful misconduct of the Hotel.

Subject to the foregoing, Hotel will defend, indemnify and hold harmless Group from and against all claims, actions or causes of action, liabilities and costs arising from the negligence or willful misconduct of Hotel's employees in connection with the performance of the obligations hereunder which results in direct physical injury, death or damage to tangible personal property, provided that Group gives prompt notice of the claim to Hotel, and provides all reasonable assistance therein.

FORCE MAJEURE : The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, pandemic, civil disorder, or an emergency incident involving participating agencies attending the event or the City of San Diego Fire-Rescue Department is activated on a full scale, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible for the Hotel to provide, or for groups in general to use or attend, the Hotel facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical - but in no event longer than ten (10) days - after learning of such basis.

PARKING: There is a charge for valet parking. The current overnight valet rate is \$55.00 per vehicle, per night. The parking rates that are in affect during the dates of your meeting may be greater or less and, will be applicable to those that choose to park in the hotel parking facility.

The sleeping rooms, function space, and food & beverage events listed in this Agreement will be considered definite commitments upon signing of this agreement by both parties, and will be subject to all terms and conditions set forth. You will be asked to sign Event Orders confirming the details of your events. Faxed or scanned signatures will be accepted. The persons signing below agree that they are authorized representatives of the above indicated Group and Omni who have authority to enter this contract. This agreement and the terms and conditions may not be changed or amended unless done so in writing and signed by both parties. To accept this agreement, please sign and return the enclosed copy by **Friday, January 14, 2022.**

City of San Diego

San Diego Ballpark Hotel Company, LLC
d/b/a Omni San Diego Hotel

By: Omni Hotels Management Corporation, its agent.

By: *C. Abarca*

By: *Jen Bosinger*
jen.bosinger@omnihotels.com

Claudia Abarca
Director, Purchasing & Contracting

Jen Bosinger
Sales Manager

Date: 1/12/2022

Date: 01/11/2022
Kevin Schiller

By: kevin.schiller@omnihotels.com

Approved as to form:
Mara W. Elliott
City Attorney

Kevin Schiller
Director of Sales & Marketing

By: *Michelle Garland*

Date: 01/11/2022

Deputy City Attorney

Date: 1/12/22