



34843 Rancho California Road, Temecula CA 92591  
Phone: (951) 587-9463 Fax: (951) 587-8410

### **ADDENDUM AGREEMENT TO:**

March 21, 2020

Alvord Unified School District Cabinet Member  
Norte Vista High School Prom  
6585 Crest Ave  
Riverside, CA 92503

Dear Alvord Unified School District Cabinet Member,

We are delighted that you have chosen South Coast Winery Resort & Spa for your upcoming event and are pleased to confirm the following reservation.

**FUNCTION NAME:** Norte Vista High School Prom

**DATE:** Friday, April 17, 2020

**EVENT ROOM MAXIMUM CAPACITY:**

**We are pleased to reserve the use of our facilities as follows:**

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
4/16/2021	7:00 PM	12:00 AM	Registration	Vintners Garden		300-350	WAIVED
4/16/2021	7:00 PM	12:00 AM	Reception	Barrel Room/Courtyard/Bell Tower	Rounds of 10	300-350	WAIVED

#### **FOOD AND BEVERAGE MINIMUMS:**

Group agrees to provide a minimum of \$12, 2250.00 in banquet food and beverage revenue (excluding tax and service charge, room rental fees, and equipment rental). Should the Group's banquet food and beverage revenue fall below this amount; the Group will be responsible for the difference between the minimum banquet food and beverage revenue and the actualized food and beverage revenue. This figure does not reflect an agreement on the Resort's behalf to keep the Group's overall Food & Beverage expenditures at this level or to discount existing menu pricing for the purposes of keeping the Group at this minimal level. Food and Beverage prices and other operating costs are guaranteed only six (6) months prior to the function.

All banquet food and beverage arrangements must be made through the Resort. Only food and beverage purchased from South Coast Winery Resort & Spa may be served on Resort property with the exception of wedding cake from a licensed and insured bakery.



**GUARANTEED ATTENDANCE:**

Though this number will not affect the Minimum Anticipated Food and Beverage Revenue figure noted above, the final attendance for your function must be received in writing by the catering/conference services office NO LATER THAN 12:00PM, two weeks before the date of the function. This will be the number for whom the Resort will prepare food for the function. The Resort cannot be responsible for service, accommodations or guaranteeing the same menu items for more than **3%** over the final guarantee. If a guarantee is not given to the Resort by the specified time and date, the original estimated attendance would be considered the final guarantee.

**Your final menu selections must be made no later than 30 days prior to your event date.**

**SERVICE CHARGE & TAX:**

A 22% service charge (subject to change) and 7.75% sales tax (subject to change) will be assessed to all of your bills from the Resort.

**EVENT INCLUSIONS:**

- Venue for 5 Hours
- In-House Tables & Chairs
- In-House Linens, China, Glassware and Flatware
- Table Numbers and Stands
- Complimentary Guest Parking

No food or beverages of any kind can be brought into the Resort by you or any of your guests, invitees or attendees without prior written approval from your Catering Manager.

**DEPOSIT & PAYMENT SCHEDULE:**

All Events are to be fully prepaid ten days prior to the event date. For your convenience, we enclose a credit authorization form. If you wish to pay by credit card, please complete the enclosed form and return it to your Catering Manager. A credit card is required to be on file for any additional charges incurred on the day of your event. Interest will accrue on any unpaid balance or deposit paid late at the rate of 1.5% per month or 18% per annum. **Deposits are non-refundable.**

Deposit Type	Deposit Order	Due Date	Amount Due	Received Date	Amount Received
First Deposit	1	4/19/2019	\$1600.00		\$ .00
Second Deposit	2	1/29/2021	\$7251.62		\$ .00
Estimated Charges Due	3	3/30/2021	\$7251.62		\$ .00

**CANCELLATIONS:**

In the event of a cancellation and /or if a date change is requested, any and all deposits received are non-refundable and non-transferable and will be forfeited to the hotel as liquidated damages.

**RENTALS & VENDORS:**

South Coast Winery Resort & Spa provides a recommended vendor list if needed.

Vendors may not set up earlier than two hours prior to event start time without prior written approval from your Catering Manager. Vendor set up must be completed at least 30 minutes prior to event start



time and breakdown must occur no later than 1 hour after the event. No liquid waste can be discharged on grounds. Vendors must be self-contained with their own equipment to include but not limited to ladders, tools, extension cords and refrigeration.

Vendors are responsible for removing their own property. If property is not removed within 24 hours it will be discarded by South Coast Winery staff. All garbage must be placed in dumpster. SCWRS does not accept responsibility for the delivery and set up from outside vendors of any items such as cake, flowers or linens unless otherwise stated in writing. The Resort accepts no responsibility for any items brought or left at the resort.

**LOSS & DAMAGES:**

The Resort is not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal effects brought into the Resort, and/or for the loss of equipment, exhibits or other materials left in event spaces.

Damage to the Resort premises or equipment by the Client or appointed contractors will be the Client's responsibility. Client will accept full responsibility for any damages resulting from any action or omission of their individual attendees in conjunction with organized group activities.

**SECURITY:**

The Group acknowledges the Resort cannot be responsible for the safekeeping of equipment (i.e., laptop/notebook computers, etc.), supplies, written material or any other items left in function rooms by Group or its attendees. Accordingly, Group acknowledges it will be responsible to provide security for any such abovementioned items and hereby assumes responsibility of loss thereof. Group further agrees to provide attendees with same information in their own advance collateral as a preventative measure. For security options, please contact your Convention Services Representative at least two (2) weeks prior to the event. The South Coast Winery Resort & Spa will not act as an agent in hiring security and Group acknowledges it will be responsible for contracting directly with outside security services.

**INDEMNIFICATION AND HOLD HARMLESS:**

Resort agrees to defend, indemnify and hold harmless Group from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees, arising out of or resulting from any act undertaken or committed by Resort pursuant to the performance of its obligations under this Agreement. Resort also agrees to defend, indemnify and hold harmless Group from any liability resulting from any claim, action or cause of action, which may be asserted by third parties arising out of Resort's performance pursuant to this Agreement, except for those actions or liabilities which are due to the misconduct or negligence of the Group.

Group agrees to defend, indemnify, and hold harmless Resort from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees, arising out of or resulting from any act undertaken or committed by Group or any contractors hired or engaged by the Group in connection with the performance of Group's obligations under this Agreement. Group also agrees to defend, indemnify, and hold harmless Resort from any liability resulting from any claim, action or cause of action, which may be asserted by third parties arising out of the performance of Group's obligations



pursuant to this Agreement, except those actions which are due to the misconduct or negligence of Resort.

#### **INSURANCE:**

Group and Resort are required to insure their obligations set forth in the section entitled "Indemnification and Hold Harmless" above, and to provide evidence of such insurance upon request. For any activity introduced onto the premises by an outside contractor hired by Group, Group will be fully responsible for the actions of such outside contractor. Upon request, Group will provide a certificate of insurance covering the actions of such outside contractor, naming the Resort Owner and South Coast Winery Resort & Spa as additional insured with regard to the activities of such outside contractor.

#### **AMERICANS WITH DISABILITIES ACT:**

Compliance by the Resort - The Resort shall be responsible for complying with the public accommodations requirements of the Americans with Disabilities Act ("ADA") not otherwise allocated to the Group in this agreement, including: (i) the "readily achievable" removal of physical barriers to access to the meeting rooms, sleeping rooms, and common areas (e.g., restaurants, rest rooms, and public telephones); (ii) the provision of auxiliary aids and services where necessary to ensure that no disabled individual is treated differently by the Resort than other individuals; and (iii) the modification of the Resort's policies, practices, and procedures applicable to all guests and/or groups as necessary to provide goods and services to disabled individuals (e.g., emergency procedures and policy of holding accessible rooms for hearing and mobility impaired open for disabled individuals until all remaining rooms are occupied). Any extraordinary costs for special auxiliary aids requested by the Group shall be borne by the Group provided the Resort notifies the Group of such cost in writing.

Compliance by the Group - The Group shall be responsible for complying with the following public accommodations requirements of ADA: (i) the "readily achievable" removal of physical barriers within the meeting rooms utilized by the Group which the Group would otherwise create (e.g., set-up of exhibits in an accessible manner) and not controlled or mandated by the Resort; (ii) the provision of auxiliary aids and services where necessary to ensure effective communication of the Group's program of disabled participants (e.g., Braille or enlarged print handouts, interpreter or simultaneous videotext display); and (iii) the modification of the Group's policies, practices and procedures applicable to participants as required to enable disabled individuals to participate equally in the program.

Mutual Cooperation in Identifying Special Needs - The Group shall identify in advance any special needs of disabled registrants, faculty and guests requiring accommodation by the Resort and will notify the Resort of such needs for accommodation in writing as soon as they are identified to the Group. Whenever possible, the Group shall copy the Resort on correspondence with attendees who indicate special needs as covered by ADA. The Resort shall notify the Group of requests for accommodation which it may receive otherwise than through the Group to facilitate identification by the Group of its own accommodation obligations or needs as required by ADA.

#### **ADVERTISING:**

Neither the Group nor the Resort will use the name, trademark, logo, or other proprietary designation of the other party in any advertising or promotional materials without the prior written approval of such party. The Group's requests for any Resort advertising materials should be directed to the Resort contact listed on the front page of this contract.



**PROMOTIONAL MATERIALS & SIGNAGE:**

Nothing should be posted on, nailed, screwed, or otherwise attached to columns, walls, floors or other parts of the building or furniture. Distribution of promotional gummed stickers or labels is strictly prohibited. Anything in connection, therewith, necessary or proper for the protection of the building, equipment, or furniture will be at the expense of the Group. The Resort requests that all signage be limited to the meeting and exhibit levels, and requires all signage intended for display in public areas of the Resort to be professionally printed and pre-approved for use by Resort Catering & Conventions representative.

Any pre-approved banner to be hung will be done so by Resort Engineering Department at a charge to Group of \$45.00 per man-hour with a one-hour minimum.

**RIGHTS OF TERMINATION FOR CAUSE:**

If for any reason beyond the Hotel's or Patron's reasonable conduct (including but not limited to strikes, labor disputes; acts, regulations or orders of governmental authorities; civil disorder; disasters; acts of war in the United States of America; acts of God; acts of terrorism on the United States of America; fires; floods or other emergency conditions; any delay in necessary and essential repairs of the Hotel) it is impossible for the Hotel or the Patron to perform its obligations under this Agreement, such non-performance is excused and such party may terminate this Agreement without further liability of any nature, upon return of the Patron's deposit. In no event shall the Hotel or the Patron be liable for consequential damages of any nature for any reason whatsoever.

**NOISE ORDINANCE:**

Due to the county noise restrictions, all outdoor events must not have amplified music before 10:00am and must conclude by 10:00pm. DJ's/Bands will be asked to control their decibel levels to a maximum of 62 decibels and bass must be turned down as low as possible. Note: DJ's/Bands must provide all their own AV equipment, Music can continue playing inside until 11pm.

**MISCELLANEOUS PROVISIONS, DAMAGE LIMITATION & ACCEPTANCE:**

This contract is made and to be performed in Temecula, California and shall be governed by and construed in accordance with California State law. By executing this agreement, **Norte Vista High School Prom** consents to the exercise of personal jurisdiction over it by the courts of the State of California and agrees that all litigation regarding this contract shall be brought and maintained only in the courts of Temecula, California. In the event of litigation arising from or associated with this contract, the parties agree that the prevailing party therein shall recover its attorneys' fees and costs incurred therein. Additionally, should the Resort, in its sole discretion, deem collection action necessary, whether prior to, during or subsequent to litigation, the entire cost of collection, including attorneys' fees, costs, shall be paid by Client. This contract is the entire agreement between the parties, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications between the parties, and may only be supplemented or changed in writing, signed by a representative of the group and the resort's General Manager. No representative of the Resort has been or is authorized to make any representation, which varies from the express terms of this contract, though this contract may be supplemented or amended in writing.



Client may not assign any benefits arising under or associated in any way with this contract without prior written consent of the Resort.

In no event will the Resort be liable for consequential damages of any nature for any reason. Further, if in the event the Resort shall have any liability to you (whether under this contract or otherwise), the amount of such liability shall not exceed the amount of your deposit, plus fifty percent (50%) of the Minimum Charge.

The persons signing the agreement on behalf of the Resort and **Norte Vista High School Prom** each warrant that they are authorized to make agreements and to bind their principals to this contract. Client agrees to conduct the function in an orderly manner and in full compliance with all applicable laws, regulations and Resort rules. Client assumes full responsibility for the conduct of all persons in attendance at the Event and for any damage done to any part of the Resort’s premises during any time the premises are being used by the Client.

This contract shall be deemed accepted only after it has been signed by a representative of the group and thereafter signed by a representative of the Resort. Acceptance may be made by facsimile transmission, email, or mail in person and this contract may be executed in one or more counterparts, each of which when fully executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement.

**SOUTH COAST WINERY RESORT & SPA**  
**Claudia Perez**  
  
**Catering Manager**

**Norte Vista High School Prom**  
**Alvord Unified School District Cabinet**  
**Member**

Sherri Kemp, Ed.D., Assistant Superintendent,  
Educational Services

\_\_\_\_\_  
***Printed Name***

\_\_\_\_\_  
***Printed Name***

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***Signature***

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***Signature***

April 10, 2020

\_\_\_\_\_  
***Date***

\_\_\_\_\_  
***Date***