

Council Meeting
April 15, 2008

Honorable Mayor and Members
of the City Council
City Hall
Torrance, California

Members of the Council:

**SUBJECT: Police – Contract with the Torrance Marriott to provide rooms and banquet services for the Armed Forces Day Celebration.
Expenditure: Not to exceed \$30,000.**

RECOMMENDATION

Recommendation of the Police Chief that City Council authorize a contract with the Torrance Marriott to provide rooms and banquet services for the Armed Forces Day Celebration, for a total expenditure not to exceed \$30,000.

FUNDING

Funding is available in the General Fund.

BACKGROUND

The 49th annual Armed Forces Day Parade and Celebration is scheduled for May 16-18, 2008. This event is the nation's longest consecutive Armed Forces Day celebration and is sanctioned by the Department of Defense. Each year, the City provides hotel rooms to assist the military with sending personnel in support of the event. The event culminates on Saturday evening with a banquet for the honored Grand Marshal and Senior Ranking Flag Officers.

ANALYSIS

Each year, the City provides ten rooms at the Torrance Marriott for each military branch to accommodate the branches' Senior Ranking Flag Officer and selected staff. The Saturday night banquet is held at the Torrance Marriott and is attended by approximately 300 attendees including military dignitaries, City officials, and invited guests. The City has worked with the Torrance Marriott for the past five years to

provide guests with room accommodations and a banquet facility for the Saturday night dinner. However, costs increase every year and this year the event's cost threshold requires City Council's approval.

The Armed Forces Day Parade and Celebration is one of the City's largest public events. It provides an excellent opportunity for the community to show their support for and to honor our military. With the City Council's approval of the attached contract, the City will work with the Torrance Marriott to provide our esteemed guests with quality accommodation and a memorable dinner event.

Respectfully submitted,

JOHN J. NEU
CHIEF OF POLICE



By Captain Marc Wilkins
Special Operations Bureau Commander

CONCUR:



John J. Neu
Chief of Police



LeRoy J. Jackson
City Manager

Attachment A: Contract with the Torrance Marriott

BANQUET EVENT ORDER
TORRANCE MARRIOTT
 3635 FASHION WAY, TORRANCE, CA 90503-4897
 PHONE: 310-316-3636 FAX: 310-543-6013

Attachment A

BEO#: 41947

FILE#: L59049

FOLIO#: 5165

FUNCTION DAY/DATE: Saturday, May 17, 2008
 ORGANIZATION: Torrance Police Department

POST AS: 49th Annual Armed Forces Celebration
 MAILING ADDRESS: 3300 Civic Center Drive N, Torrance, CA 90503-5016
 BILLING ADDRESS: SAME
 CUSTOMER: Ms. Brenda Felt
 PHONE: (310) 618-5695
 FAX: (310) 618-2318
 IN-HOUSE CONTACT: SAME
 MANAGER: Maribel Denner / Maribel Denner / Amy Dooley
 DATE PRINTED: 03/31/2008

*** GUARANTEE OF ATTENDANCE IS REQUIRED 72 HOURS (3 WORKING DAYS) ***
 *** PRIOR TO FUNCTION, OTHERWISE, EXPECTED WILL BECOME THE GUARANTEE ***
 *** FINAL ROOM ASSIGNMENT IS SUBJECT TO CHANGE ***

TIME	FUNCTION	LOCATION	ATTENDANCE		
			EXP	GTD	SET
8:00AM -4:00PM	SET-UP	Salons A,B,C,D and E	25		
6:00PM -7:00PM	REGISTRATION	Marble Registration Desk	25		
7:15PM -10:00PM	DINNER	Salons A,B,C,D and E	250		
6:00PM	DOORS OPEN/GUEST ARRIVAL		250		

7:15PM DINNER SALONS A-E

Assortment of Rolls & Lavosh with Sweet Dairy Butter

Salinas Valley Salad

Assorted Salinas Valley Baby Greens with Candied Pecans, Dried Pears and Balsamic Gorgonzola Vinaigrette

Combination Plate of:

Chicken Napa Valley

with Cabernet Sauvignon Jus

Sea Bass Seared with Salt & Pepper

with a Burre Blanc Sauce

Cheddar Cheese Mashed Potatoes

Fresh Seasonal Vegetables

Mandarine Orange Cake

3 Chocolate Mousse Cake

Starbucks Coffee, Regular & Decaffeinated

Starbucks Tazo Teas

Be prepared for the 5% overage based on the guarantee.

Dessert will be topped with an edible white chocolate "tear drop".

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FUNCTION DAY/DATE: Saturday, May 17, 2008
 ORGANIZATION: Torrance Police Department

Edible writing to read 49th AFDC.

Alternate Desserts at each place setting.

French Style waters in the room at 7:00PM.
 \$43.00 per person

GOLD KEYS TO SUCCESS

7:15PM-10:00PM DINNER SALONS A-E
 Gold Key #1 Excellent Service
 Gold Key #2 Safety
 Gold Key #3 Budget

WINE SERVICE

7:15PM-10:00PM DINNER SALONS A-E
 Wine Tents to be placed on each table. Rain Manager to make them. Sell only by the bottle. Server to collect money at the table and get wine from Rain along with wine glasses.

ATTENTION BANQUET CAPTAIN

7:15PM-10:00PM DINNER SALONS A-E
Do not pre-set wine glasses on the tables.

Military Personnel in uniform has permission to fill their ice chests from the Marriott from Friday-Sunday.

ATTN CATERING SERVICES

6:00PM-7:00PM REGISTRATION REGISTRATION BOOTH
 Stanchion(s) and Rope at the Registration Desk.

7:15PM-10:00PM DINNER SALONS A-E

There will be (7) client provided flags placed behind the head table riser. Please allow plenty of room behind riser.

There will be piano music during dinner

10:00AM-11:00AM: Bomb dogs will be taken throughout entire ballroom. No one can enter room after this takes place.

Color Guard will perform prior to dinner service. Please allow ample space for entrance from airwall of Salon H across head table.

Salon Doors A-C to be locked from the outside.

ROOM SET-UP

7:15PM-10:00PM DINNER SALONS A-E

Rounds of 8

See Diagram

(1) Raised Head Table for 6 people-(please allow extra space for head table guests). Steps on each side.

(1) Rounds of 6 --AT THE FRONT OF THE ROOM-PURPLE HEARTS TABLE.

(2) 6' Tables (1 each on opposite ends of the room in the rear for a "Hat Table")

PURPLE HEARTS TABLE SHOULD HAVE 6 SETTINGS, WITH 6 BLACK

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FUNCTION DAY/DATE: Saturday, May 17, 2008
 ORGANIZATION: Torrance Police Department

NAPKINS, SLICED LEMONS, SALT, A SINGLE RED ROSE. BANQUETS HAS THE SET-UP OF THE TABLE.

SPECIAL ARRANGEMENTS

7:15PM-10:00PM DINNER SALONS A-E
 (1) Piano at the front of the room

BANQUET SERVICES

7:15PM-10:00PM DINNER SALONS A-E
 White Tablecloths (floorlength) with alternating red, white and blue napkins at each place setting.
 (12) Reserve Sign(s) see diagram for placement. Reserved tables should have table number and reserved sign
 Table Numbers in Silver Stands
 Hotel to Provide: complimentary silver charger plates and votive candles
 (4) Bartender Fee (Complimentary per the Sales Agreement)
 White Floor Length Linen
 White Napkins

AUDIO VISUAL

7:15PM-10:00PM DINNER SALONS A-E
 (1) Standing Podium with Light and Microphone set on audience right side of head table \$45.00 Each
 (1) Power Strip(s) \$9.00 Each
 (1) CD Player --contract to provide own CD to connect through house sound. Contact will need assistance in how to operate the player before the event begins. \$55.00
 (1) Microphone Mixer(s) \$45.00 Each
 Any Audio Visual cancelled with less than 24 hour notice will be charged at full price
 If client requires hotel staff assistance with their own audio visual equipment, a set up fee of \$100 will be applied to client's bill

GUEST TO PROVIDE

7:15PM-10:00PM DINNER SALONS A-E
 Centerpieces (Pre-arranged flowers that will be delivered Friday night at 8:00 PM)
 Signage brought in the hotel must be placed in approved areas and professionally printed

SECURITY NOTES

7:15PM-10:00PM DINNER SALONS A-E
There will be very high security throughout this event.

PARKING DETAILS

7:15PM-10:00PM DINNER SALONS A-E
 Self Parking Day Rate, Complimentary
 Valet Parking;\$15 Rate; Self Parking:\$12 Rate

CLIENT'S RESPONSIBILITIES

7:15PM-10:00PM DINNER SALONS A-E
 The Client accepts all responsibility for the security & transportation of all gifts or audio visual equipment and releases the Torrance Marriott from this responsibility
 The Torrance Marriott Hotel accepts no responsibility for the gifts or AV equipment

BILLING SUMMARY

Direct Bill

Please Note: Food, Beverage and Audio Visual will be subject to 22% Taxable Service Charge and All Prices are Subject to Current Service Charge and Sales Tax

BANQUET EVENT ORDER
TORRANCE MARRIOTT
3635 FASHION WAY, TORRANCE, CA 90503-4897
PHONE: 310-316-3636 FAX: 310-543-6013

Attachment A
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FUNCTION DAY/DATE: Saturday, May 17, 2008
ORGANIZATION: Torrance Police Department

8.25% State Sales Tax

Signature: _____
IF IN AGREEMENT, PLEASE SIGN ONE COPY AND RETURN

BANQUET EVENT ORDER
TORRANCE MARRIOTT
3635 FASHION WAY, TORRANCE, CA 90503-4897
PHONE: 310-316-3636 FAX: 310-543-6013

Attachment A
BEO#: 41944
FILE#: L59049
FOLIO#: 5165

FUNCTION DAY/DATE: Saturday, May 17, 2008
ORGANIZATION: Torrance Police Department

POST AS: 49th Annual Armed Forces Celebration
MAILING ADDRESS: 3300 Civic Center Drive N, Torrance, CA 90503-5016
BILLING ADDRESS: SAME
CUSTOMER: Ms. Brenda Felt
PHONE: (310) 618-5695
FAX: (310) 618-2318
IN-HOUSE CONTACT: SAME
MANAGER: Maribel Denner / Maribel Denner / Amy Dooley
DATE PRINTED: 03/31/2008

***** GUARANTEE OF ATTENDANCE IS REQUIRED 72 HOURS (3 WORKING DAYS) *****
***** PRIOR TO FUNCTION, OTHERWISE, EXPECTED WILL BECOME THE GUARANTEE *****
***** FINAL ROOM ASSIGNMENT IS SUBJECT TO CHANGE *****

TIME	FUNCTION	LOCATION	ATTENDANCE		
			EXP	GTD	SET
8:00AM -12:00AM	HOSPITALITY SUITE	Salons F,G and H		25	

6:00PM HOSPITALITY SUITE ARRANGEMENTS SALONS F-H

- Large Bowl of Mixed Nuts
- Assorted Chips and Dip
- Whole Fresh Fruit
- French Fries
- Chicken Fingers

GOLD KEYS TO SUCCESS
Gold Key #1 Excellent Service
Gold Key #2 Security
Gold Key #3 Budget

ATTENTION BANQUET CAPTAIN
Officers will use this room to relax in.

ROOM SET-UP
Lounge Style Seating
Rounds of 8

BANQUET SERVICES
White Floor Length Linen
White Napkins

AUDIO VISUAL
(1) LCD/DVD Package
Any Audio Visual cancelled with less than 24 hour notice will be charged at full price
If client requires hotel staff assistance with their own audio visual equipment,
a set up fee of \$100 will be applied to client's bill

GUEST TO PROVIDE
Signage brought in the hotel must be placed in approved areas and professionally printed

BANQUET EVENT ORDER
TORRANCE MARRIOTT
3635 FASHION WAY, TORRANCE, CA 90503-4897
PHONE: 310-316-3636 FAX: 310-543-6013

Attachment A

BEO#: 41944
FILE#: L59049
FOLIO#: 5165

FUNCTION DAY/DATE: Saturday, May 17, 2008
ORGANIZATION: Torrance Police Department

PARKING DETAILS

Self Parking Day Rate, Complimentary
Parking in adjacent lots surrounding the hotel is prohibited.
Violators may be towed at owners expense.
Valet Parking;\$15 Rate; Self Parking:\$12 Rate

CLIENT'S RESPONSIBILITIES

The Client accepts all responsibility for the security & transportation of all gifts or audio visual equipment and releases the Torrance Marriott from this responsibility
The Torrance Marriott Hotel accepts no responsibility for the gifts or AV equipment

BILLING SUMMARY

Direct Bill

Please Note: Food, Beverage and Audio Visual will be subject to 22% Taxable Service Charge and
All Prices are Subject to Current Service Charge and Sales Tax
8.25% State Sales Tax

Signature: _____

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TORRANCE MARRIOTT
 3635 FASHION WAY, TORRANCE, CA 90503-4897
 PHONE: 310-316-3636 FAX: 310-543-6013

Attachment A

BEO#: 41946
 FILE#: L59049
 FOLIO#: 5165

FUNCTION DAY/DATE: Saturday, May 17, 2008
 ORGANIZATION: Torrance Police Department

POST AS: 49th Annual Armed Forces Celebration
 MAILING ADDRESS: 3300 Civic Center Drive N, Torrance, CA 90503-5016
 BILLING ADDRESS: SAME
 CUSTOMER: Ms. Brenda Felt
 PHONE: (310) 618-5695
 FAX: (310) 618-2318
 IN-HOUSE CONTACT: SAME
 MANAGER: Maribel Denner / Maribel Denner / Amy Dooley
 DATE PRINTED: 03/31/2008

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TIME	FUNCTION	LOCATION	ATTENDANCE		
			EXP	GTD	SET
6:00PM -10:00PM	COCKTAIL RECEPTION	Salons A,B,C,D and E	250		

6:00PM GOLD STANDARD PREMIUM SALONS A-E

PREMIUM/CASH BAR

Martini by the Glass, 1 Each at \$9.00

Premium Well Liquors, 1 Each at \$7.25

Grands Reserve, Beefeater, Maker's Mark, Smirnoff, Bacardi, Canadian Club, Jose Cuervo Gold, Korbel

Premium Wine, 1 Each at \$9.00

Cordials, 1 Each at \$8.50

Domestic Beer, 1 Each at \$6.00

Imported Beer, 1 Each at \$6.50

Mineral Waters, 1 Each at \$4.50

Soft Drinks, 1 Each at \$3.75

(3) Cash Bars inside the ballroom (per diagram); (1) Cash Bar in the Foyer.

6:00PM-10:00PM

Signature: _____

IF IN AGREEMENT, PLEASE SIGN ONE COPY AND RETURN

BANQUET EVENT ORDER
TORRANCE MARRIOTT
 3635 FASHION WAY, TORRANCE, CA 90503-4897
 PHONE: 310-316-3636 FAX: 310-543-6013

PAGE#: 1
Attachment A
 BEO#: 41945
 FILE#: L59049
 FOLIO#: 5165

FUNCTION DAY/DATE: Saturday, May 17, 2008
 ORGANIZATION: Torrance Police Department

POST AS: 49th Annual Armed Forces Celebration
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TIME	FUNCTION	LOCATION	ATTENDANCE		
			EXP	GTD	SET
7:00PM -12:00AM	RECEPTION	Presidential Suite		20	

**ATTENTION BANQUET
 CAPTAIN**

Banquets to provide Wine Glasses, Rock Glasses, Beer Glasses, Plates, Silverware and ICE.

Group will have a private party after the dinner in the ballroom.

ROOM SET-UP

Existing Set-up

Signature: _____
 IF IN AGREEMENT, PLEASE SIGN ONE COPY AND RETURN

GROUP SALES AGREEMENT

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between: Marriott Torrance, 3635 Fashion Way, Torrance, CA, 90503, (310) 316-3636 and The City of Torrance and outlines specific conditions and services to be provided.

ORGANIZATION: The City of Torrance
 CONTACT: Name: Brenda Felt
 Tom Stark
 Street Address: 3300 Civic Center Drive N
 City, State/Province: Torrance, CA 90503-5016
 Phone Number: (310) 618-5695
 Fax Number: (310) 618-2318

NAME OF EVENT: 49th Annual Armed Forces Celebration
 OFFICIAL PROGRAM DATES: Thursday, May 15, 2008 - Sunday, May 18, 2008
 ANTICIPATED ATTENDANCE: 250

GUEST ROOM COMMITMENT

The Hotel agrees that it will provide, and The City of Torrance agrees that it will be responsible for utilizing, 104 room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

Date	Day	Standard	Concierge	Suite	Total Rooms
5/16/2008	Fri	43	7	*2	52
5/17/2008	Sat	43	7	*2	52

* 1 Suite at \$225 plus tax and 1 Suite in lieu of 1 per 50 complimentary policy

Start Date	End Date	Room Type	Single	Double	Triple	Quad
5/15/2007	5/19/2007	Standard	\$93.00	\$93.00	\$103	\$123

GROUP CHECK IN-TIME: 4:00pm day of arrival

GROUP ROOM RATES

Hotel's corporate rates for May of 2008 are as follows:

Standard: \$219
 Concierge: \$249
 Suites: \$375 - \$1500

Based upon The City of Torrance's total program requirements as outlined in this agreement, Hotel confirms the following group rates (net of all taxes):

Single: \$93.00
 Concierge: \$93.00
 Suites: \$225.00

Hotel room rates are subject to applicable state and local taxes (currently 11%) in effect at the time of check-out.
 Hotel room rates are subject to California Tourism tax of \$.15 cents per room, per night in effect at the time of check in.

COMMISSION

The group room rates listed above are net non-commissionable. The City of Torrance will advise its designated agency of these rates and address any resulting agency compensation issues directly with the management of the appropriate agency.

COMPLIMENTARY ROOMS

The City of Torrance will be entitled to one (1) complimentary room night for every 50 revenue-generating room nights occupied on a cumulative basis.

In addition, The City of Torrance will be entitled to (1) Presidential Suite for Saturday, May 17, 2008 over and above the existing 1 per 50 complimentary policy.

UTILIZING COMPLIMENTARY ROOMS

Complimentary guest rooms must be utilized during the Event. In addition, The City of Torrance may utilize its complimentary guest room allotment in the form of a credit to the Master Account based upon the net single-group room charge, exclusive of any tax, service, or other charges.

CONCESSIONS

In consideration of the Total Room Nights and the functions identified on the Function Information Agenda/Event Agenda, Hotel will provide The City of Torrance the following special concessions:

1. (1) Complimentary Presidential Suite for Saturday May 17th 2008 over and above the existing 1 per 50 complimentary policy
2. (1) Complimentary Suite upgrade provided for the room generated through existing 1 per 50 complimentary policy
3. (7) Concierge upgrades at the contracted rate (\$93 + tax) during event dates
4. (1) Executive Suite at a reduced rate of \$225 + tax during event dates for the Grand Marshall
5. Hotel agrees to provide 4 bars for the event (2-3 inside the Grand Ballroom and 1 in Foyer area) and waive the bartender fee with \$300 minimum per bar
6. Complimentary self-parking during event dates
7. Hotel to provide 2 master account (1 for rooms and 1 for F&B related events)
8. Hotel agrees to have 7 rooms (Concierge) available for check-in at 12 Noon on Friday, May 16th 2008 for bomb sweep at no additional charge
9. Hotel agrees to provide early check-in (2pm) for all rooms based on room space availability

METHOD OF RESERVATIONS

Reservations for the Event will be made by a rooming list in a format provided by the Hotel. The City of Torrance will forward its rooming list by Wednesday, April 16, 2008.

GUARANTEED RESERVATIONS

All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card or by The City of Torrance. Hotel will not hold any reservations unless secured by one of the above methods.

CUTOFF DATE

Reservations by attendees must be received on or before Wednesday, April 16, 2008, (the "Cutoff Date"). At the Cutoff Date, Hotel will review the reservation pickup for the Event, release the unreserved rooms for general sale, and determine whether it can accept reservations based on a space- and rate-available basis at the The City of Torrance group rate after this date.

Release of rooms for general sale following the Cutoff Date does not affect The City of Torrance's obligation, as discussed elsewhere in this Agreement, to utilize guest rooms.

MASTER ACCOUNT AND PAYMENT

Hotel must be notified in writing at least 14 days prior to arrival of the authorized signatories and the charges that are to be posted to the Master Account. Any cancellation or attrition fees will be billed to the Master Account.

The method of payment of the Master Account will be established upon approval of The City of Torrance's credit. If credit is approved, the outstanding balance of The City of Torrance Master Account (less any advance deposits and exclusive of disputed charges) will be due and payable upon receipt of invoice.

The City of Torrance will raise any disputed charge(s) within 15 days after receipt of the invoice. The Hotel will work with The City of Torrance in resolving any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute. If payment of any invoice is not received within thirty (30) days of the date on which it was due, Hotel will impose a finance charge at the rate of the lesser of 1-1/2% per month (18% annual rate) or the maximum allowed by law on the unpaid balance commencing on the invoice date.

BILLING ARRANGEMENTS

The following billing arrangements apply:

- Room & Tax charges to Master Account.
- Individuals are responsible for all guestroom incidental charges.
- All charges related to the dinner Banquet to include but not limited to Food and Beverage, Audio Visual.
- Rental, Service Charges and CA Tax will be posted to the Master Account for The City of Torrance.

FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by The City of Torrance, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

Date	Day	Start Time	End Time	Function Type	Setup	# People	Room Assignment
5/17/2008	Sat	8:00 AM	4:00 PM	Set Up	Rounds of 8	25	Grand Ballroom
		5:30 PM	6:30 PM	Registration	Existing Set	Flow	Foyer
		6:00 PM	7:00 PM	Reception	Reception	250	Grand Ballroom
		7:00 PM	10:00 PM	Dinner	Rounds of 8	250	Grand Ballroom

All meeting room, food and beverage, and related services are subject to applicable taxes (currently 8.25%) and service charge (currently 22%) in effect on the date(s) of the event.

The Torrance Marriott Hotel has reserved and contracted space for your event based upon the number of persons anticipated in attendance. Should the attendance decrease during any portion of your event, charges will be applied based on a per person fee or meeting room fees.

GUARANTEE OF ATTENDANCE

We have reserved appropriate banquet space to accommodate your expected attendance of guests for each catered function listed below. Your billing minimum for each function is listed below. A guarantee of attendance is required seven business days prior to each meal function. We will be prepared to set and serve 5% over this figure.

If no guarantee is received (7) business days prior to the function date listed, Marriott hotel will use your expected attendance as your guarantee and set numbers.

Day/Date	Banquet/Catered Function	Minimum Billing Number
Saturday, May 17, 2008	Dinner	250

* () Please initial as acknowledgement of the Minimum Billing Number of guests (250) for this dinner.

The City of Torrance has been advised that the Grand Ballroom (Suites A-H) has been reserved for their event.

The Torrance Marriott respects the significance of each event and is committed to the service excellence that every event deserves.

DAMAGE TO FUNCTION SPACE

The City of Torrance agrees to pay for any damage to the function space that occurs while The City of Torrance is using it. The City of Torrance will not be responsible, however, for ordinary wear and tear or for damage that it can show was caused by persons other than The City of Torrance and its attendees.

STAFFING

One of our experienced Event Managers will assist you with all your function details. They will contact you directly to introduce themselves, within (72) hours, once your signed contract has been received by our office.

On the day of your event, our Banquet Maitre D', along with his assistants, will coordinate each detail that has been communicated through your Event Manager.

FACILITY SERVICE FEES

Based on The City of Torrance's requirements, Hotel's function space fees would be \$15,000.00. Based upon the Room Night Commitment and the functions identified on the Function Information Agenda/Event Agenda outlined in this Agreement, the Hotel will waive this fee.

CURRENT CATERING MINIMUM RATES

Hotel's minimum catering prices are as follows:

Minimum Catering Dinner Selection: \$43.00 per person. () Please initial

To Include:

Three Course Meal with a Duet Plate featuring a Beef and Chicken option

These quotations do not include any applicable CA tax (currently at 8.25%), and a taxable service charge of 22%. All food and beverage served in the Hotel must be purchased from the Hotel.

OUTSIDE FOOD AND BEVERAGE POLICY

All food and beverages served at functions associated with the Event must be provided, prepared, and served by Hotel, and must be consumed on Hotel premises.

LIQUOR LICENSE

The City of Torrance understands that Hotel's liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are under age.

CANCELLATION

The City of Torrance acknowledges that if it cancels or otherwise essentially abandons its planned use of the Room Night Commitment (a "Cancellation"), this action would constitute a breach of The City of Torrance's obligation to Hotel and Hotel would be harmed. Because Hotel's harm (and The City of Torrance's obligation to compensate Hotel for that harm) is likely to increase if there is a delay in notifying Hotel of any Cancellation, The City of Torrance agrees to notify 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 Hotel's actual harm.
- (b) The sooner Hotel receives notice of the Cancellation, the lower its actual harm is likely to be because the probability of mitigating the harm by reselling space and functions is higher.
- (c) The amount set forth below reasonably estimates Hotel's harm for a Cancellation.

The City of Torrance therefore agrees to pay Hotel, within thirty (30) days after any Cancellation, as liquidated damages and not as a penalty, according to the table below

Date of Decision to Cancel	Amount of Liquidated Damages
Date of Agreement to February 15, 2008	50% of room estimated rooms revenue plus 40% of estimated food and beverage revenue
February 16 – May 16, 2008	80% of room estimated rooms revenue plus 40% of estimated food and beverage revenue

SIGNAGE

The City of Torrance agrees to use only professional printed signage. It is understood that no hand written signs will be allowed.

PARKING

The Standard Torrance Marriott Hotel Parking fees are as follows:

	<u>Standard</u>
Self Parking:	\$10.00*
Valet Parking:	\$14.00*

**These rates are subject to change and are per day.*

Hotel will provide complimentary self-parking.

IMPOSSIBILITY

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 (except those involving the employees or agents of the party seeking the protection of this clause), civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible to provide or use 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.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or The City of Torrance will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

LITIGATION EXPENSES

The parties agree that, in the event litigation relating to this Agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorneys' fees.

UNATTENDED ITEMS/ADDITIONAL SECURITY

The Hotel cannot ensure the security of items left unattended in function rooms. Special arrangements may be made with the Hotel for securing a limited number of valuable items. If The City of Torrance requires additional security with respect to such items or for any other reason, the Hotel will assist in making these arrangements. All security personnel to be utilized during the Event are subject to Hotel approval.

USE OF OUTSIDE VENDORS

If The City of Torrance wishes to hire outside vendors to provide any goods or services at Hotel during the Event, Hotel may, in its sole discretion, require that such vendor provide Hotel, in form and amount reasonably satisfactory to Hotel, an indemnification agreement and proof of adequate insurance. The City of Torrance requires a permit be obtained by any customer or vendor selling goods of any kind.

PERFORMANCE LICENSES

The City of Torrance will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including without limitation, music, audio, or video recordings, art, etc.) that The City of Torrance may use or request to be used at the Hotel.

ACCEPTANCE

Prior to execution by both parties, this document represents an offer by the Hotel. Unless the Hotel otherwise notifies The City of Torrance at any time prior to The City of Torrance's execution of this document, the outlined format and dates will be held by the Hotel for The City of Torrance on a first-option basis until Friday, September 14, 2007. If The City of Torrance cannot make a commitment prior to that date, the offer will revert to a second option basis or, at the Hotel's option, the arrangements will be released, in which case neither party will have any further obligations. Upon receipt by Hotel of a fully executed version of this Agreement prior to Friday, September 14, 2007 or upon Hotel's acceptance of a fully executed version of this Agreement after such date, it will be placed on a definite basis and will be binding upon Hotel and The City of Torrance.

Hotel and The City of Torrance have agreed to and have executed this Agreement by their authorized representatives as of the dates indicated below.

SIGNATURES

Approved and authorized by Tom Stark/The City of Torrance.

Name: (Print) Tom Stark

Title: (Print) Lieutenant

Signature: _____

Date: _____

Approved and authorized by Hotel:

Name: (Print) Maribel Denner

Title: (Print) Director of Sales and Marketing

Signature: _____

Date: August 1, 2007