



1122 Highway 41
PO Box 159
Fish Camp, California 93623
www.YosemitePark.com

January 29, 2010

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2011 Conference Liason
Western Area Conference of Young People in AA
██████████
Danville, CA 94526

RE: Western Area Conference of Young People in AA
June 4, 2010-June 6, 2010
Reservation #: 12X1AL

Dear Mr. Williams:

DNC Parks & Resorts at Yosemite, Inc. is delighted **Western Area Conference of Young People in AA** has chosen Yosemite National Park for your upcoming meeting. We look forward to your group's arrival and are pleased to confirm the following arrangements at Curry Village.

The following is an agreement between DNC Parks & Resorts at Yosemite, Inc (DNC) and **Western Area Conference of Young People in AA**. These arrangements are held on a tentative basis until we receive the signed agreement and required deposit by the decision due date, **February 11, 2010**. If we have not received the signed agreement and deposit by **February 11, 2010**, we reserve the right to resell all reserved guestrooms and function space. DNC, at its discretion, may adjust the guaranteed room block.

Guestroom Commitment The Following guestrooms are being held at **Curry Village**.

2010	Fri 06/04	Sat 06/05	Sunt 06/06	Room Rate
Curry Village Signature Tent	20	20	C/O	\$94.00
Curry Village Canvas Tent Cabin	10	10	C/O	\$92.00

Guestroom Rates

- The proposed rates are net, non-commissionable and are subject to the current local county hotel tax of 10% and a 1% County Tourism Assessment, which may change without notice.
- Rates are based on single or double occupancy.
- Additional person rate charge per night is \$10.00 for Curry Village.
- There is no charge for children 12 and under staying in parent's room for up to two children, except in Tent Cabins.

Required Deposits

- Please review the deposit schedule and the rooms and events cancellation policy as outlined in this agreement.
- A \$500.00 portion of your required deposit is non-refundable.
- Deposits will be credited to your group master account.
- Deposits and pre-payments may be made by check or credit card.
- If payments are made by credit card, the attached credit card authorization form must be completed and returned to us with this agreement.
- Checks may be made payable to DNC Parks & Resorts at Yosemite, Inc.
- **Deposits may be mailed to Conference Reservations Specialist, DNC Parks & Resorts at Yosemite, Inc., 6771 North Palm Avenue Fresno, CA 93704.**

Deposit Type	Due Date	Amount Due	Received Date	Amount Received
Booking Deposit	2/11/2010	\$1,000.00		
Estimated Balance	5/6/2010	To Be Coordinated with Group Services Manager		

**Above deposit will be posted to individual guestrooms for guestroom deposit.

Billing Terms

- Final payment of all estimated charges must be received at least 30 days prior to the first scheduled event date.
- Your Group Services Manager will provide the estimated balance due for all lodging, events, activities, food and beverage prior to the event.
- If payment has not been received by this time, DNC maintains the right to cancel this agreement and retain the booking deposit.

Guest room, meeting and event space will be billed as follows:

- Room and Tax:** Individual
- Incidentals:** Individual
- Special Functions:** Individual
- Special Guests/Staff:** Individual

Reservation Procedures

- Western Area Conference of Young People in AA is responsible for the cost of the agreed guestroom block currently held for your attendees.
- To assign individual to guestrooms from your agreed guestroom block, an individual reservation form will be required.
- The individual reservation form will be emailed by DNC no later than 90 days prior to arrival.

Individual Reservation Forms

- **For guests paying their own lodging accommodations, please use the Individual Reservation Request form provided to assign rooms from your guestroom block.**
- These reservation forms are due **45** days prior to arrival (**by April 20, 2010**). Thereafter any rooms remaining on the group room block will be released for general sale and may be booked on a space and rate availability basis.
Western Area Conference of Young People in AA will be responsible for informing your attendees of the following reservation policies:
 1. All individual guest rooms must be cancelled **7 days** prior to arrival to receive full refund
 2. All no shows and early departures will be charged the contracted nightly rate for each night reserved.
 3. All information on the reservation form must be provided to the attendee.
 4. Reservation confirmation letters are sent within two weeks upon receipt of the individual's reservation form.

Should **Western Area Conference of Young People in AA** print its own reservation forms or brochures, DNC reserves the right to approve the form prior to final printing. **Western Area Conference of Young People in AA** will be solely responsible for any information published without DNC prior written approval, and DNC will not be liable for any misprinted rates or information.

For question regarding your group room block, please contact the Group Reservations Department, Monday through Friday 8 am – 5 pm by phone at 801-559-4932 or by fax at 559-456-0542.

Guest Rooms Attrition Clause DNC agrees to allow no more than a 10% reduction per night in your agreed room block without penalty up to 45 days prior to arrival. Any further reductions will result in a charge of the contracted nightly rate per cancelled room.

If there is a significant reduction in the agreed room block, or if Western Area Conference of Young People in AA cancels any food and beverage functions scheduled in conjunction with the scheduled events, DNC reserves the right to reduce the allotted function space as well as the right to renegotiate the agreement.

Cancellation Policy: Guest Rooms:

Under the terms of this agreement, DNC Yosemite is reserving in the name of Western Area Conference of Young People in AA the guestroom block set forth herein. In the event these reserved rooms are not used, DNC Yosemite will experience significant monetary losses, which will be difficult to calculate due to the uncertainty and cost of obtaining replacement business. If necessary for Western Area Conference of Young People in AA to terminate this agreement, Western Area Conference of Young People in AA agrees to pay cancellation fees, plus applicable tax, assessed as follows:

180 days to 90 days prior to arrival.....25% of total agreed room revenue
 89 days to 60 days prior to arrival.....50 % of total agreed room revenue
 59 days to 31 days prior to arrival.....75% of total agreed room revenue
30 days to 0 days prior to arrival.....100% of total agreed room revenue

Events:

The reserved function space is set forth in this contract. If **Western Area Conference of Young People in AA** terminates this agreement, **Western Area Conference of Young People in AA** agrees to pay the cancellation fees plus applicable taxes assessed as follows:

180 days to 91 days prior to arrival:..... 25% of the estimated event cost
 90 days – 31 days prior to arrival:.....50% of the estimated event cost
30 days to 0 days prior to arrival:.....100% of the estimated event cost

Cancellation will become effective on the date upon which the authorized representative of **Western Area Conference of Young People in AA** provides written notice of the intent to cancel this agreement. Written notice must be provided to the assigned DNC Yosemite Sales Manager or Coordinator. If **Western Area Conference of Young People in AA** cancels this agreement, the contracted attrition allowance will not apply.

DNC Yosemite must achieve 100% room occupancy in order to waive cancellation fees. If DNC Yosemite does not achieve 100% guestroom occupancy, the refund will be based on the number of rooms left to sell less any variances in room rate due to the necessity of re-selling remaining guest rooms.

Scheduled Events Please review the scheduled events listed below, as we understand them.

Date	Start Time	End Time	Function	Room	Setup	Exp	Room Rental
6/4/2010	3:00 PM	9:00 PM	Meeting	Curry Village	Circle of Chairs	30	Waived
6/5/2010	8:00 AM	12:00 PM	Meeting	Curry Village	Circle of Chairs	30	Waived

Unless specified, the food and beverage quotes above do not include current CA food and beverage tax and a taxable service charge of 20%.

Group Services and Catering

- Upon receipt of the signed agreement, our Group Services Department will finalize all details for your meeting and catering needs. They may be reached at (209) 372-1319 or by fax at (209) 372-1360.
- A final guaranteed count of attendance for all events must be confirmed with your Group Service Manager 7 days prior to the event.
- If a final count is not received the number of guests guaranteed on the most recent Event Order will be used in computing your total charges.
- Charges will be for the number of meals served or the number of meals guaranteed whichever is greater.
- Upon signing the Banquet Event Orders, they will become part of this agreement.

Function Space

- Function space is assigned according to the number of persons guaranteed to attend. DNC reserves the right to reassign specific function space provided the new space adequately accommodates the group's function requirements, as well as other groups using the hotel facilities at the same time.
- Due to the location and architecture of function space facilities in Yosemite National Park, other events may occur within the same vicinity and time as your event.
- Additional charges such as set-up, labor and transportation fees may apply to meet the special needs for your group.
- Any activities, events, and transportation added to your group booking that is not included in this agreement are subject to all applicable charges.

Group Coordinator

- Western Area Conference of Young People in AA agrees to immediately notify DNC in writing the exclusive individual who will be representing Western Area Conference of Young People in AA and with whom all program arrangements will be made.
- If this individual changes, Western Area Conference of Young People in AA agrees to promptly notify DNC.

Function Space Policies

Western Area Conference of Young People in AA shall be responsible for and shall reimburse DNC for any damages incurred by DNC caused by Western Area Conference of Young People in AA attendees to the facilities during the event, including any costs for excessive cleaning. Many DNC facilities are defined as historic landmarks by the National Park Service and therefore require DNC to oversee all private functions. DNC reserves the right to inspect, control, or terminate all private functions in accordance with DNC policies and the law. We do not assume responsibility for personal property and equipment brought into DNC facilities.

It is not permitted to affix any signs, decorations or banners to the walls, floors, furnishings or ceilings in rooms with nails, staples, tape or any other substance unless approved by DNC in advance. Signs, banners and displays are not allowed on the guest room levels, elevators, main lobby areas or building exterior. The banquet manager will assist in placing all signs and banners and a charge may be applied depending on labor and equipment involved.

Food and beverage items shall not be brought into DNC function rooms by the function sponsor, its patrons, guests or invitees.

Under the code of federal regulations (36 C.F.R. 1.3 and 2.35), every person who sells, furnishes, gives, or causes to be sold, furnished, or given away, any alcoholic beverage to any person under 21 years is guilty of a misdemeanor. Any infraction of this regulation will result in immediate termination of bar service. Decisions of service rest solely with DNC management and employees.

**Check-in,
Check-out,
Miscellaneous**

- All guests will be required to check-in and provide a credit card or cash deposit for incidentals except for those staying at Curry Village.
- The Client will advise guests of this policy prior to check-in and will assist DNC in collecting consequential and incidental charges, if necessary.
- Check-in at Curry Village is 5:00 PM and check-out is 11:00 AM.

**Comments /
Special
Instructions**

- For road and weather information please call (209) 372-0209.
- It is recommended that tire chains be carried in vehicles between November and April. Under state regulations, any vehicle entering a signed chain control area must carry chains, even if their use is not mandatory at the time.
- There is a \$20.00 entrance fee per vehicle collected by the National Park Service at park entrance stations.
- For bus entry information and permits please contact the National Park Service Office of Special Park Uses at (209) 379-1851.
- Please note that 45' vehicles are prohibited on sections of Highways 120, 41 and 140 as designated by the California Department of Transportation (CALTRANS).
- Gasoline is no longer available in Yosemite Valley. Gas is available at service stations near park entrances and in Yosemite National Park at Crane Flat and Wawona, as well as Tuolumne Meadows seasonally.
- Please never leave food or scented items in your vehicle after dark. Bears are attracted to food and scented items (such as cosmetics, toiletries as well as empty food or beverage containers). Food can be stored in hotel rooms and hard-sided cabins, providing windows are closed when room is unoccupied by guests.
- During your visit at a DNC guest accommodation you can be reached in Yosemite by phone at 209-372-1000.

Ahwahnee Dining Room Seating: Dinner seating for large tables in The Ahwahnee Dining Room can be reserved at 5:30 p.m. or 8:30 p.m. Individual dinner reservations are advised and may be made in advance by calling (209) 372-1489. Gentlemen are respectfully requested to wear sport coats or dress sweaters and long pants. Ladies are respectfully requested to wear skirts, dresses, pantsuits or pants that reach below the knee. Shorts and athletic wear may be worn only at breakfast and lunch. Because we are unable to seat parties of twelve or more together on one server's station, the remainder of the party will be seated at tables throughout the dining room. A private banquet room is recommended for those groups who prefer to be seated together.

It is the responsibility of each group to inform all attendees of this information.

- American with Disabilities Act** DNC agrees to use its good faith effort to ensure DNC is in compliance with the requirements of the Americans with Disabilities Act and its regulations and guidelines. In our efforts to maintain and preserve the historical character of our properties, some of which are designated as national historic landmarks, there may be meeting and banquet rooms that have accessibility only by stairs.
- Indemnification and Hold Harmless** DNC shall indemnify, defend and hold harmless Western Area Conference of Young People in AA and its officers, directors, partners, agents members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees arising out of or caused by DNC negligence in connection with the provision of DNC facilities except to the extent and percentage attributable to Western Area Conference of Young People in AA negligence or wrongful action.
- Western Area Conference of Young People in AA shall indemnify, defend and hold harmless DNC and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees arising out of or caused by Western Area Conference of Young People in AA negligence in connection with the use of DNC facilities, except to the extent and percentage attributable to DNC's negligence or wrongful action.
- Impossibility of Performance** Neither party shall be responsible for any failure of performance due to Acts of God, war, disaster, strikes, accidents or governmental acts which make performance impossible.
- Resolution of Disputes** The parties agree that in the event of legal action concerning matters related to this Agreement, any litigation shall be brought only in Mariposa County, California, and such litigation shall be decided pursuant to the laws of the State of California. Should legal action be commenced, the parties agree that the prevailing party therein shall be entitled to recover all attorney's fees and expenses associated therewith. In the event that Western Area Conference of Young People in AA fails to pay any amount when due or in full, or for any other reason, DNC should in its discretion deem it necessary to institute collection action, DNC shall be entitled to recover all attorney's fees which may be expended in association with such collection efforts.

Please review all arrangements, as we understand them, sign and return a copy of this agreement to my attention by **February 11, 2010** with the required deposit. Upon receipt of this signed agreement we will consider all arrangements to be definite and final. This agreement supersedes all prior agreements whether verbal or written. Any further arrangements must be submitted in writing and signed by both parties. Failure to meet any of the above deadlines may result in a termination of this agreement. DNC reserves the right to revise any of the above policies. A facsimile copy of this agreement containing the parties' signatures shall be treated as an original.

We are looking forward to working with you and welcoming you and your group to the spectacular setting of Yosemite. Please contact me at **559-692-8909** if I can be of further assistance.

Agreed and Accepted by:
DNC Parks & Resorts at Yosemite, Inc.
AA

Agreed and Accepted by:
Western Area Conference of Young People in

Sandy Stanphill, CMP
Name

Name

Senior Sales Manager
Title

Title

Date

Date

Signature

Signature

**DNC PARKS & RESORTS at YOSEMITE, INC.
CREDIT CARD AUTHORIZATION FORM**

Name: _____

Title: 2011 Conference Liason

Company or Organization Name: **Western Area Conference of Young People in AA**

Date of Reservation or Function: **June 4, 2010-June 6, 2010**
Reservation #: 12X1AL

Name of Reservation or Group: Western Area Conference of Young People in AA

Credit Card Type:

- Visa
- MasterCard
- Discover
- American Express

Card Number: _____ Expiration Date: _____ Amount: \$ _____

Cardholders Name: _____

Cardholders Billing Address: _____

Cardholders Signature _____ Date _____

I hereby authorize DNC Parks & Resorts at Yosemite, Inc. to charge the following services to my credit card:

- Required Deposit
 - Guest room and tax
 - Guest room, tax and incidentals
 - Banquet event, all charges
 - Meeting room charges
 - Off site activity
 - Other, please specify _____
-

**THIS MAY BE MAILED WITH YOUR SIGNED CONTRACT OR CAN BE FAXED TO THE ATTENTION
CONFERENCE RESERVATION SPECIALIST 559-456-0542.**