



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

February 26, 2010

[REDACTED]
 2010 Conference Liason
 Western Area Conference of Young People in AA
 [REDACTED]

**RE: Western Area Conference of Young People in AA
 December 9, 2010-December 12, 2010
 Reservation #: 12X1BJ**

Dear [REDACTED]

DNC Parks & Resorts at Yosemite, Inc. is delighted **Western Area Conference of Young People in AA** has chosen Yosemite National Park for your upcoming event. We look forward to your group's arrival and are pleased to confirm the following arrangements at Yosemite Lodge at the Falls and 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, **March 3, 2010**. If we have not received the signed agreement and deposit by **March 3, 2010**, we reserve the right to resell all reserved guestrooms and function space.

Guestroom Commitment The Following guestrooms are being held at **Yosemite Lodge at the Falls and Curry Village**.

2010	Thurs 12/09	Fri 12/10	Sat 12/11	Sun 12/12	Room Rate
Yosemite Lodge Room	8	75	75	C/O	\$89.00 Single/Double/Triple/Quad
Curry Village Cabin with Fireplace	1	1	1	C/O	Complimentary
Curry Village Standard Room		15	15	C/O	\$79.00 Single/Double/Triple/Quad
Curry Village Standard Room	3	3	3	C/O	Complimentary
Curry Village Cabin with Bath		25	25	C/O	\$69.00 Single/Double/Triple/Quad
Curry Village Signature Tent	0	68	68	C/O	\$59.00 Single/Double/Triple/Quad
Curry Village Heated Tent		43	43	C/O	\$59.00 Single/Double/Triple/Quad
Total Rooms	12	230	230		

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, double, triple or quad occupancy.
- The above Curry Village rates will be extended based on availability of guestrooms following cut-off date 30 days prior to arrival.
- The above rate for the Curry Village Signature Tents and Curry Village Heated Tents includes \$10.00 which will be posted to the master account each night. This will be utilized for payment of meeting related charges.

Required Deposits

- Please review the deposit schedule and the rooms and events cancellation policy as outlined in this agreement.
- A \$1,000.00 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	2/16/2010	\$1,000.00		
Second Deposit	6/10/2010	\$1,000.00		
90 Day Deposit	9/10/2010	\$1,000.00		
Full Balance	12/27/2010	To be coordinated by Yosemite Accounting Department		

Billing Terms

- Your Group Services Manager will provide the estimated balance due for all events, activities, food and beverage 14 days prior to the event. Based on credit approval, direct billing will be extended for final payment of up to \$3,000.00 of the master account. Full payment of all charges must be received at least 14 days following group departure.
- \$10 per room, per night from the Curry Village Signature Tent & Curry Village heated Tents will be routed to the master account for payment of meeting related charges.
- Guest room, meeting and event space will be billed as follows:
Room and Tax: Individual
Incidentals: Individual
Special Functions: Master Account
Special Guests/Staff: Master Account

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 **30** days prior to arrival (**by November 9, 2010**). Online reservations can be made at www.yosemitepark.com by using group code **12X1BJ**. 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 15% reduction per night in your agreed room block without penalty up to 30 days prior to arrival. Any further reductions will result in a charge of the contracted nightly rate per cancelled room. Western Area Conference of Young People in AA will receive credit for pre and post guestrooms utilized, as well as guestrooms utilized above the contracted block.

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.

**Food and
Beverage**

- Self-serve coffee station to be provided at \$25.00 per gallon plus tax and gratuity during the evening meetings at Curry Village, the Yosemite Lodge, and Ahwahnee Hotel.
- Dinner menu pricing of \$29.00 inclusive per person will be extended for a planned group dinner on Saturday December 11, 2010. A lower cost will be negotiated if 550 or more guests are guaranteed.
- A breakfast cost of \$10.00++ per person will be extended for a breakfast burrito and fruit cup, or a breakfast sandwich and fruit cup.
- Guarantees of meal needs will be required 7 days prior to arrival.
- Minimum food and beverage commitment (including "Wacky Mart" sales \$4,000.00.

**Food and
Beverage
Attrition**

DNC agrees to allow a 20% reduction in catering food and beverage commitment revenue figures up to 30 days prior to the agreed group arrival date as calculated by the agreed schedule of events and the Banquet Event Order estimates. At the conclusion of your event, we will subtract the food and beverage revenue derived from your event and the amount of any permissible attrition as set forth above. If applicable, a charge in the amount of any outstanding food and beverage revenue will be posted to your master account, plus applicable taxes.

**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. A 24 Hour hold will be placed on all Curry Village Meeting space beginning at 12:00 Noon on Friday, December 10, 2010 until 1:00 PM on Sunday, December 12, 2010.

Date	Start Time	End Time	Function	Room	Setup	Exp	Room Rental
12/10/2010	6:00 AM	12:00 AM	Wacky Mart	Curry Village	Existing	0	
12/10/2010	2:00 PM	12:00 AM	Meeting	Curry Village	Theater	75	
12/10/2010	7:00 PM	10:00 PM	Coffee Service	Curry Village	Flow	300	
12/10/2010	3:00 PM	4:30 PM	Meeting	Yosemite Lodge	Circle of Chairs	50	\$100.00
12/10/2010	7:00 PM	10:00 PM	Meeting	The Ahwahnee	Theater	100	\$200.00
12/10/2010	7:00 PM	10:00 PM	Meeting	Yosemite Lodge	Theater	200	\$200.00
12/10/2010	7:00 PM	10:00 PM	Meeting	Yosemite Lodge	Theater	100	\$200.00
12/10/2010	7:00 PM	10:00 PM	Meeting	Curry Village	Theater	100	\$200.00
12/10/2010	7:00 PM	10:00 PM	Meeting	Curry Village	Theater	100	\$200.00
12/10/2010	8:00 PM	10:00 PM	Meeting	Curry Village	Theater	900	\$500.00
12/10/2010	10:30 PM	1:00 AM	Dance	Curry Village	Circle of Chairs	500	
12/11/2010	12:01 AM	8:00 AM	Meeting	Curry Village	Theater	75	
12/11/2010	6:00 AM	12:00 AM	Wacky Mart	Curry Village	Existing	0	
12/11/2010	7:00 PM	10:00 PM	Coffee Service	Curry Village	Flow	300	
12/11/2010	9:00 AM	4:00 PM	Meeting	Curry Village	Theater	150	\$500.00
12/11/2010	9:00 AM	4:00 PM	Meeting	Yosemite Lodge	Theater	200	\$200.00
12/11/2010	7:00 PM	10:00 PM	Meeting	Yosemite Lodge	Theater	200	
12/11/2010	7:00 PM	10:00 PM	Meeting	Yosemite Lodge	Theater	100	
12/11/2010	7:00 PM	10:00 PM	Meeting	Curry Village	Theater	100	
12/11/2010	7:00 PM	10:00 PM	Meeting	Curry Village	Theater	100	
12/11/2010	7:00 PM	10:00 PM	Meeting	Curry Village	Theater	900	

12/11/2010	7:00 PM	10:00 PM	Meeting	The Ahwahnee	Theater	100	\$200.00
12/11/2010	10:30 PM	1:00 AM	Dance	Curry Village	Circle of Chairs	500	
12/12/2010	6:00 AM	12:00 PM	Dance	Curry Village	Flow	300	Waived
12/12/2010	10:00 AM	11:30 AM	Meeting	Curry Village	Theater		

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

In addition to the above meeting space, the Curry Village Ampitheater will be available throughout the conference dates, weather depending. Heaters (8 total), will be provided at no additional cost to the group.

The above Curry Village meeting room rental will be waived if a minimum of \$5,000.00 in food & beverage revenue is reached at the "Wacky Mart," Pizza Deck and planned food and beverage.

Meeting room rental will be reduced to \$500.00 at Curry Village if \$4,000.00 in food and beverage revenue is reached.

Meeting room rental will be reduced to \$300.00 at Curry Village if \$3,000.00 in food and beverage revenue is reached.

Banners will be hung in Curry Village Pavillion by Curry Village staff, at no charge.

10 display tables will be provided at no charge.

A "Wacky Mart" will also be set up for group at Yosemite Lodge. Meeting space rental will be waived at Yosemite Lodge if a minimum of \$2,000.00 in revenue is reached.

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. DNC will guarantee all Curry Village Pavilion special function space to the Western Area Association of Young People in AA should they have at least 500 attendees. No charges will be made until discussed with group prior.
 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 audiovisual, 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.

**Audiovisual
Equipment**

- Please refer to our audiovisual rental list for available equipment. These prices are guaranteed, and will not be increased for your conference.
- Equipment rented through DNC prior to arrival will be set-up prior to your event.
- If Western Area Conference of Young People in AA chooses to provide its own audiovisual equipment, then the set-up of the equipment will be the sole responsibility of Western Area Conference of Young People in AA.
- If Western Area Conference of Young People in AA would like to have a Technical Assistant available to assist in the set-up or operation of any audiovisual equipment, advance notice is required and an hourly charge will be applied to your master account.
- Due to the historic nature and remote setting of our properties, electrical and phone line capabilities may be limited. Please note that we do not keep replacement bulbs, cords and other parts for audio-visual equipment that is provided by our guests.
- DNC does not assume responsibility for personal property and equipment brought into DNC Yosemite facilities.

**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 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,

- All guests will be required to check-in and provide a credit card or cash

Western Area Conference of Young People in AA December 10, 2010-December 12, 2010

**Check-out,
Miscellaneous**

- 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 the Yosemite Lodge at the Falls, 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. If any of the above should occur, Western Area Conference of Young People in AA will be able to rebook this conference within one year, (during the months of November or December), utilizing deposits on file.

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 **March 3, 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 AA

Name

Name

Senior Sales Manager
Title

Title

Date

Date

Signature

Signature

Signature

Name

Confe rence Liason

Title

Date

Signature