

Contract Number

23-1068

SAP Number

## Human Resources Department

Department Contract Representative  
Telephone Number

Diane Rundles  
(909) 387-5570

Contractor  
Contractor Representative  
Telephone Number  
Contract Term  
Original Contract Amount  
Amendment Amount  
Total Contract Amount  
Cost Center

Yucaipa Valley Acres, LLC  
Krissy Gilbert  
(909) 790-6522  
October 19, 2023  
\$15,012  
N/A  
\$15,012  
720 100 1000

### Briefly describe the general nature of the contract:

Agreement between Yucaipa Valley Acres, LLC, and San Bernardino County Human Resources for rental of The Pavilion at Chapman Ranch facilities to host the annual Department Head Leadership Training on October 19, 2023.

#### FOR COUNTY USE ONLY

Approved as to Legal Form

Principal Asst. County Counsel

Date 9/18/23

Reviewed for Contract Compliance

Date

Reviewed/Approved by Department

Date 9/18/23



33725 Chapman Heights Road, Yucaipa, California 92399 P: 909.790.6522

### Event Contract

<b>Event:</b> San Bernardino County Department Meeting	<b>Date:</b> Thursday, October 19, 2023
<b>Account:</b> Kim Kalloo	<b>Time:</b> 8:00 AM - 4:00 PM
<b>Contact:</b> Kim Kalloo	<b>Location:</b> Pavilion and Gazebo & Courtyard
<b>Phone:</b> 951-833-1551	<b>Event Type:</b> Meeting
<b>Email:</b> <a href="mailto:kimberly.kaloo-violant@hss.sbcounty.gov">kimberly.kaloo-violant@hss.sbcounty.gov</a>	<b>Guests:</b> 170
<b>Event Planner:</b> Mary Bottjer	<b>Room Rental:</b> \$500.00
<b>Phone/Email:</b> 909-790-6522 Ext 2 / <a href="mailto:Mbottjer@wgolfp.com">Mbottjer@wgolfp.com</a>	<b>Event Minimum:</b> \$4,000.00

### Special Instructions

All Specialty Linen, Chargers, Runners, Flatware , Chair Covers and Specialty Chairs need to be rented from Yucaipa Valley Golf Club and Pavilion if needed

### Food

Qty		Price	Total
170	All American Breakfast Buffet	\$25.00	\$4,250.00
170	Taste of Yucaipa 3 Entrée Buffet	\$38.00	\$6,460.00

### A/V and Other Items

Qty		Price	Total
1	Venue Fee	\$500.00	\$500.00
1	Podium & Microphone	\$150.00	\$150.00
1	1 Hour Golf Instructor and 10 Range Stalls for 2 Hours	\$300.00	\$300.00

		Total
Misc		\$300.00
Rentals		\$150.00
Room Rental		\$500.00
Food		\$10,710.00
Subtotal		\$11,660.00
Service Charge	20.0%	\$2,272.00
Sales Tax	7.75%	\$1,079.73
Grand Total		\$15,011.73
Deposit	Unpaid	\$7,505.87
<b>Estimated Amount Due</b>		<b>\$15,011.73</b>



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## Terms and Conditions

This agreement is between Yucaipa Valley Acres LLC, doing business as The Pavilion at Chapman Ranch, and San Bernardino County, hereafter referred to as Patron.

Where appropriate, the term 'The Pavilion at Chapman Ranch' refers to its Partners, Employees, Officers, Directors, Agents, Agent's Employees, and Independent Contractors. Where appropriate, the term 'Patron' refers to the person signing this agreement and their designees.

**CONTRACT/ Hold the Date DEPOSIT: \$ 7505.87** Due net 30 calendar days from the effective date of this agreement

**FINAL PAYMENT:** Due within 30 days of execution of the Event

All deposits and payments are non-refundable and non-transferable. Your deposits and payments confirm your reservation, pricing and hold your date. Your deposit can only be credited towards your event. If your deposits are not received by the due date, your reservation will be canceled and the facility will have no further obligations under this agreement. If there is a cancellation less than 45 days prior to the event, a cancellation fee in the amount of \$2500 will be charged to you. No exception will be made to this provision.

### **MINIMUM EXPENDITURE: \$4000.00**

This is the minimum dollar amount required to be spent to guarantee the above space reservation without additional charges. You will be charged for the minimum expenditure, the final guarantee or the actual attendance whichever is greater. This amount refers to hosted food and beverage sales and does not decrease if the expected attendance is not reached. The Event Sales Director will work with you fourteen or more days in advance of your event to upgrade your package or menu selection so that you are capable of reaching the minimum expenditure needed to fulfill your contractual obligation. Cash bar sales do not contribute to reaching the minimum expenditure. Service charge and sales tax, which do not contribute to the minimum expenditure, will be added to all charges including the minimum expenditure.

### **GUARANTEES ON ALL FOOD AND BEVERAGE:**

When charges are on a per person basis confirm your attendance at least 10 days prior to event date. This is considered your final guarantee and not subject to reduction. This final guarantee must be equal to or greater than the minimum expenditure stated above. In the event that no final guarantee is received, the original expected attendance, or actual attendance will be used whichever is greater and charged accordingly. The Patron is financially responsible for the minimum expenditure stated above, the final guarantee or actual attendance whichever is greater.

### **FINAL PAYMENT:**

Final payment for the final guarantee and total estimated charges--including, but not limited to: the minimum expenditure with service charge and sales tax, as well as estimated bar charges on hosted bars--is due 30 days after the event by Cash, Cashier's Check, Check, or Credit. A ticket will be presented upon conclusion of the event. The Patron must sign the ticket, and any discrepancies in counts or charges must be identified and resolved at that time. The Patron is responsible for full payment of any and all outstanding amounts owed

**CONFIRMATION OF YOUR EVENT:**

Final items, room arrangements and other details pertaining to this function must be received a minimum of 30 days prior to the function. Menu pricing can be guaranteed 90 days prior to the Event. Final guarantee and final payment are due 10 days prior to your scheduled event. An event minimum must be met for the use of our facility.

**TAX AND SERVICE CHARGE:**

All charges, including food, beverage, use of audio/visual room equipment and other rental charges are subject to FACILITY SERVICE CHARGE. All charges including FACILITY SERVICE CHARGE are subject to STATE SALES TAX.

**PERMISSION FOR PHOTOGRAPHY:**

For valuable consideration received, I grant to Yucaipa Valley Golf Club the absolute and irrevocable right and unrestricted permission concerning any photographs that he/she has taken or may take of me or in which I may be included with others, to use, reuse, publish, and republish the photographs in whole or in part, individually or in connection with other material, in any and all media now or hereafter known, including the internet, and for any purpose whatsoever, specifically including illustration, promotion, art, editorial, advertising, and trade, without restriction as to alteration; and to use my name in connection with any use if he/she so chooses. I release and discharge Photographer from any and all claims and demands that may arise out of or in connection with the use of the photographs, including without limitation any and all claims for libel or violation of any right of publicity or privacy. This authorization and release shall also inure to the benefit of the heirs, legal representatives, licensees, and assigns of Photographer, as well as the person(s) for whom he/she took the photographs. I am a legally competent adult and have the right to contract in my own name. I have read this document and fully understand its contents. This release shall be binding upon me and my heirs, legal representatives, and assigns.

**DECORATIONS:**

You are allowed, Flameless Candles, Tabletop Centerpieces or any other personal decorations must meet all Local Fire Regulations, Health Department Regulations and any other governmental regulations. When required, permits must be on file 7 days prior to event. Nothing may be affixed to the walls of the facility. Bubbles, Glitter, Confetti, Rice, and Birdseed are not permitted. Your vendors will be allowed to enter the room no sooner that one hour prior to your scheduled event start time unless specific arrangements have been made prior to event with the Event Sales Manager. If you require the use of a ladder or a device that would carry you or a member of your party higher than 24 inches off of the ground we require you to get Special Event Insurance. All Special Event Insurance must be given to our Sales Manager and Event Coordinator prior to entering the facility. Yucaipa Valley Golf Club and all entities/ parties in business with this facility. Please see connect with the Sales Manager for exact verbiage needed for any insurance documents. .

**FOOD AND BEVERAGE OUTSIDE THE FACILITY:**

All Alcoholic beverages will be provided by The Pavilion at Chapman Ranch and will be consumed within the time frame of the event as stated in this Agreement. The Pavilion at Chapman Ranch reserves the right to confiscate any beverage that is brought onto The Pavilion at Chapman Ranch property in violation of this policy

without prior written arrangements with The Pavilion at Chapman Ranch. The Pavilion at Chapman Ranch will not permit outside catering, food or any type with exception of a wedding cake.

**CLEAN SPACE:**

When renting The Pavilion at Chapman Ranch Room(s) or Grounds, you must return the room(s) or grounds in the same cleanliness as you received it in. 72 hours prior to your event a deposit check in the amount of \$500 is due for possible damages is due. This deposit check will be held until your room as been inspected. Once the room has been inspected this check will be returned to you either by mail or available for pick up 5-7 days after your event has concluded as long as no damages have been made outside of normal event wear and tear.

**CONDITIONS OF AGREEMENT AND PATRON RESPONSIBILITY:**

The Patron agrees to begin the function at its scheduled time and to have guests and invitees vacate the designated function space at the designated time. The Patron agrees to assume full responsibility for the conduct of his guests. Damages resulting from Patron's guests will be charged to the Patron. The Patron further agrees to reimburse The Pavilion at Chapman Ranch for any overtime wage payments, other expenses or damages incurred by The Pavilion at Chapman Ranch because of the Patron's failure to comply with The Pavilion at Chapman Ranch Regulations.

**ALCOHOL AND MINORS:**

The Pavilion at Chapman Ranch does not permit the serving of alcoholic beverages to anyone who The Pavilion at Chapman Ranch (in its sole discretion) determines is intoxicated, or who is under the age of twenty-one (21). Hosted bar products as a part of an event package include domestic and import beer, house wines, and mixed drinks only. The Patron understands and agrees to abide by this policy and to uphold the laws of the State.

**HOLD HARMLESS AND INDEMNIFICATION:**

The Patron agrees to hold harmless The Pavilion at Chapman Ranch, its partners, employees, agents, Officers, Directors, affiliates and independent contractors from any and all claims, actions, suits or allegations for damages to person or property which relates, emanate or in any way pertain to the Event. Further, Patron agrees to indemnify The Pavilion at Chapman Ranch for any and all costs or losses which may be incurred by The Pavilion at Chapman Ranch as a result of such claims, actions, suits or allegations, including, but not limited to reasonable attorney fees and expenses of litigation.

**ARBITRATION:**

Dispute Resolution: In the event of a dispute, the parties shall use their best efforts to settle the dispute through negotiation with each other in good faith.

If a signed copy of this Agreement is not received by Yucaipa Valley Acres LLC/The Pavilion at Chapman Ranch Event Sales Department by 72 hours after your deposit date

The Pavilion at Chapman Ranch shall be released from all obligations and conditions of this agreement.

**Client Signature**

**Signature**

*Kristine Gilbert* 9/14/23  
Food & Beverage Manager