

ROBIN KAY, PH.D. Acting Director

DENNIS MURATA, M.S.W. Acting Chief Deputy Director

RODERICK SHANER, M.D. Medical Director

November 01, 2016

Dear Supervisors:

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

25 November 1, 2016

ADOPTED

BOARD OF SUPERVISORS

COUNTY OF LOS ANGELES

LORI GLASGOW EXECUTIVE OFFICER

APPROVAL TO EXECUTE AN AGREEMENT WITH SHERATON GATEWAY HOTEL LAX FOR FACILITY USAGE AND CATERING SERVICES FOR THE AFRICAN AMERICAN MENTAL HEALTH CONFERENCE: EMPOWERING BLACK FAMILIES AND COMMUNITIES THROUGH RESILIENCY, RESTORATION AND RECONNECTION FOR FISCAL YEAR 2016-2017 (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request approval to execute an agreement with the Sheraton Gateway Hotel LAX for facility usage and catering for the African American Mental Health Conference: "Empowering Black Families and Communities through Resiliency, Restoration and Reconnection" to be held on February 9, 2017.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Acting Director of Mental Health (Acting Director), or her designee, to execute an agreement with the Sheraton Gateway Hotel LAX, substantially similar to Attachment I, for facility usage and catering to conduct the African American Mental Health Conference: "Empowering Black Families and Communities through Resiliency, Restoration and Reconnection" to be held on February 9, 2017, at an estimated cost of \$70,000 funded by State Mental Health Services Act (MHSA) revenue and conference fees.

2. Authorize the Acting Director, or her designee, to pay for conference keynote speakers and workshop presenters for a combined total amount not to exceed \$50,000, fully funded by State MHSA revenue and conference fees.

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3. Delegate authority to the Acting Director, or her designee, to execute future agreements for necessary facility usage and catering for three subsequent annual African American Mental Health Conferences through FY 2019-20, at an estimated cost of \$77,000 per conference, subject to review and approval by County Counsel, with a notice to your Board and the Chief Executive Office (CEO) and subject to available funding.

4. Delegate authority to the Acting Director, or her designee, to pay for conference keynote speakers and workshop presenters for three subsequent annual African American Mental Health Conferences through FY 2019-20, at a cost not to exceed \$50,000 per conference, subject to review and approval by County Counsel, with a notice to your Board and the CEO and subject to available funding.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of the recommended actions will allow DMH to host and conduct the African American Mental Health Conference: "Empowering Black Families and Communities through Resiliency, Restoration and Reconnection", which is to be held on February 9, 2017, at the Sheraton Gateway Hotel LAX. Through a host of workshops, presented by experts in the mental health field, this conference is intended to benefit the mental health community by providing training opportunities to both providers and consumers while promoting prevention and early intervention of mental illness for African American consumers in Los Angeles County.

DMH supports the funding of the conference as it will:

(1) allow DMH to support and promote wellness and recovery to an under-represented population with significant mental health needs;

(2) increase awareness of the specific needs and challenges experienced by African Americans as related to mental illness and recovery;

(3) increase awareness of strategies specifically tailored to African American consumers and their families;

(4) foster network opportunities to bridge the gap between DMH and other community service providers that deliver services to the African American consumers and their families;

(5) encourage collaboration among DMH, community-based organizations, and community leaders such as faith-based/spiritual organizations/leaders, mental health/health care providers, consumers, and families;

(6) provide an opportunity to develop new partnerships with community-based organizations; and(7) educate Los Angeles communities about wellness and recovery, which leads to healthy and meaningful lives.

The workshops for this conference provide participants, including consumers, their families, professionals, and other staff, with a broad range of information related to strategies that are culturally relevant and specific to the unique needs of the African American community. Special emphasis will be directed to navigating a system, consisting of a collaborative approach into our healthcare initiative, on the integration of health, mental health, and substance abuse services. Continuing education units will be offered for appropriate clinical disciplines.

Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan Goal 2, "Community Support and

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Responsiveness".

FISCAL IMPACT/FINANCING

The estimated cost of the agreement with the Sheraton Gateway Hotel LAX is \$70,000 for facility usage and catering services. The estimated cost for the conference keynote speakers and workshop presenters will not exceed \$50,000. The estimated cost is funded with State MHSA revenue and conference fees. Sufficient appropriation is included in the FY 2016-17 DMH Final Adopted Budget for this action.

The State MHSA funding for this conference may be offset by registration fees paid by County employees and non-County participants, vendors, and donations. The final cost and revenue offsets will be determined by the actual number of participants, which will be limited to a maximum of 1,000 people.

Sufficient appropriation is included in the FY 2016-17 Final Adopted Budget for this these action.

There is no net County cost impact associated with these recommended actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

DMH conducted an annual African American Mental Health Conference beginning in 2003 and each year afterwards until 2008. The conference was then held in 2015. The conferences were designed to provide strategies for recovery from mental illness but tailored to African American consumers and their families. Information presented at these conferences is critical to the provision of culturally competent services to African American consumers and their families throughout the County. Up until 2008, this conference was presented annually for six years with approximately 1,100 attendees per year, which included 500 County employees, 400 non-County participants, and 200 mental health consumers. After a five-year hiatus and in response to a resurgence in the demand for this conference by various stakeholders, this conference was held again in FY 2015-16. The conference outcome in FY 2015-16 was as successful as the previously held conferences, drawing over 700 attendees. All African American Mental Health Conferences held were open to persons of all racial and ethnic backgrounds. In addition, mental health staff and the parents and family members of consumers also attended the conferences, and this has played a continuing role in recovery from mental illness.

CONTRACTING PROCESS

DMH solicited quotes from five venues that met selection requirements for the conference. The Sheraton Gateway Hotel LAX was determined to be the least expensive venue in comparison to the other four venues when considering needed facility space for the number of attendees. This determination was made by the DMH Conference Committee whose goal was to reduce the costs associated for this conference. Committee members requested venues to submit proposals to accommodate 1,000 attendees, and to include the associated venue rates and/or fees for meeting rooms, catering, parking, and audio/visual equipment. A cost analysis of the received requests were reviewed by committee members and the Sheraton Gateway Hotel LAX offered the lowest, most reasonable rates and fees to the available funds and the most accommodating based on venue needs for 1,000 attendees. In addition to these considerations, the committee agreed the Sheraton

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Gateway Hotel LAX was the preferred location based on availability and the ease of both personal and public transportation for consumers, presenters, volunteers, employees, and other participants.

DMH will enter into an Agreement with this venue following Board approval. Confirmation in the form of a deposit will be made to guarantee space, catering services, and other necessities for the conference.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The conference will benefit the mental health system by empowering consumers, especially African American consumers, to effectively use recovery strategies and resources to improve their lives through the use of integrated services. It will educate and increase the understanding of the need for integrating health, mental health and substance abuse services in an age of healthcare reform. This conference is also aimed at reducing stigma and promoting wellness, recovery, prevention and early intervention strategies for African American consumers, families, and communities in Los Angeles County.

Respectfully submitted,

Robin Kay, Ph.D

ROBIN KAY, Ph.D. Acting Director of Mental Health

RK:DM:CCS:AB:dk h

Enclosures

c: Executive Officer, Board of Supervisors Chief Executive Officer County Counsel Chairperson, Mental Health Commission

Agreement between Hazen's Investment, LLC d/b/a Sheraton Gateway Los Angeles Hotel and Los Angeles County

Customer	Property
Los Angeles County	Sheraton Gateway Los Angeles Hotel
Angel Baker	Tonya Spencer
Organizer	Director of Catering
550 South Vermont Avenue, 12th Floor Los Angeles, CA, 90020 United States	6101 W Century Blvd Los Angeles, CA, 90045 United States
Phone: 2137384105	Phone: 3106424885
Fax :	Fax : 3104101852
Email : abaker@dmh.lacounty.gov	Email : tonya.spencer@sheratonlosangeles.com

RE: African American Conference - Los Angeles Dept of Mental Health

This Agreement between Los Angeles County ("**Customer**") and Hazen's Investment, LLC d/b/a Sheraton Gateway Los Angeles Hotel ("**Hotel**") is effective as of the date it is signed by Hotel ("**Agreement Date**").

Event Dates: 09-Feb-2017 to 10-Feb-2017

Function Space/Schedule of Events:

This Agreement applies to the following events and function space:

Date	Function Description	Start – End Time	Function Space	Set Up	# PPL	Room Rental
Thu, 09-Feb-2017	Breakout	8:00AM- 5:00PM	Boardroom	Existing	60	\$340.00
Thu, 09-Feb-2017	Breakout	8:00AM- 5:00PM	California Ballroom	Theater Style	50	\$1,500.00
Thu, 09-Feb-2017	Large Breakout	8:00AM- 5:00PM	Gateway Ballroom	Theater Style	260	\$480.00
Thu, 09-Feb-2017	General Session/Meals	8:00AM- 5:00PM	Grand Ballroom	Rounds	1000	\$0.00
Thu, 09-Feb-2017	Breakout	8:00AM- 5:00PM	Salon 200	Theater Style	80	\$140.00
Thu, 09-Feb-2017	Breakout	8:00AM- 5:00PM	Salon 201	Theater Style	60	\$140.00
Thu, 09-Feb-2017	Breakout	8:00AM- 5:00PM	Salon 203	Theater Style	80	\$140.00
Thu, 09-Feb-2017	Breakout	8:00AM- 5:00PM	Salon 204	Theater Style	80	\$140.00
Thu, 09-Feb-2017	Breakout	8:00AM- 5:00PM	Salon 205	Theater Style	60	\$300.00
Thu, 09-Feb-2017	Breakout	8:00AM- 5:00PM	Salon 206	Theater Style	80	\$140.00
Thu, 09-Feb-2017	Breakout	8:00AM- 5:00PM	Salon 210	Theater Style	60	\$300.00
Thu, 09-Feb-2017	Breakout	8:00AM- 5:00PM	Salon 212	Theater Style	80	\$140.00
Thu, 09-Feb-2017	Breakout	8:00AM- 5:00PM	Salon 214	Theater Style	80	\$140.00
Thu, 09-Feb-2017	Breakout	8:00AM- 5:00PM	Salon 217	Theater Style	80	\$140.00
Thu, 09-Feb-2017	Breakout	8:00AM- 5:00PM	Salon 219	Theater Style	80	\$140.00
Total						\$4,180.00

We are pleased to offer valet parking. The Self-Parking rate of \$13,

Customer Initials _____ Hotel initials _____

- Reduced Room Rental \$200-\$400 Savings
- Waived Rental on Grand Ballroom with \$26,000 Food and Beverage Minimum
- Inclusive Meeting Package \$55 inclusive (Continental Breakfast w/fruit, Plated Lunch Option and PM Cookie Break)
- 4 20% Discount on in-house audio visual equipment (PSAV)
- Complimentary Staging /Linen

A gratuity of 13.50% of the total food and beverage revenue will be added, which will be provided to wait staff employee, service employees and/or service bartenders. An administrative fee of 9.50% of the total Food and Beverage revenue and applicable taxes will be added. This administrative fee is retained by the Hotel and is not a tip, gratuity or service charge for any employee and is not the property of the employee(s) providing service to you.

ALL RESERVATIONS AND THIS AGREEMENT are subject to the rules and regulations of the Sheraton Gateway Hotel Los Angeles and the following conditions:

1. Based on the estimated number of guests set forth above, you will be required to spend a minimum of \$26,000 in food and beverage charges for the function ("Minimum Anticipated Food and Beverage Revenue"). This Minimum Anticipated Food and Beverage Revenue does not include taxes or service, room rental, labor or audio/visual charges, or any other miscellaneous charges incurred for your event. If your final attendance count should fall below the estimated number of guests listed above, we will be happy to advise you as to alternatives in food and beverage or meeting room space which may provide you with services equivalent in value to the agreed upon minimum Anticipated Food and Beverage revenue figures for your function.

Because of the Hotel's large capacity to prepare and serve food, the parties recognize that it is exceptionally unlikely that the Hotel would be able to mitigate any losses caused by underutilization (attrition) or cancellation of the program. The parties agree that prospectively calculating the damages Hotel would suffer as the result of cancellation or attrition would be exceptionally difficult. The amounts due for underutilization or cancellation set forth herein are intended as liquidated damages.

A. ATTRITION / UNDERUTILIZATION POLICY

You may reduce the Minimum Anticipated Food and Beverage Revenue amount by 5% at any time between the date of the contract and fourteen days prior to the date of the event. Should your event generate less Food and Beverage Revenue (excluding taxes or service, labor or audio/visual charges, or any other miscellaneous charges incurred for your event) than 95% of the Minimum Anticipated Food and Beverage Revenue, a charge in the amount of 90% of any deficit (plus taxes and applicable service charges) will be charged to you.

B. CANCELLATION POLICY

If you should cancel your reservation or function, the Hotel shall be entitled to collect, as liquidated damages sixty percent (60%) of the sum of the Minimum Anticipated Food and Beverage Revenue and meeting room rental, if canceled from the date of contract to ninety (90) days before the date of your function; and ninety percent (90%) of the sum of the Minimum Anticipated Food and Beverage Revenue and the meeting room rental, if canceled within ninety (90) days to ten (10) days before the date of your function, and ninety-five percent (95%) of Minimum Anticipated Food and Beverage Revenue plus meeting room rental to be charged if canceled within ten (10) days. Taxes and applicable service charges will be added to all amounts. Liquidated damages resulting from cancellation shall be due and payable at the time of cancellation.

- 2. 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, three (3) working days before the date of the function. This will be the number for whom the Hotel will prepare food for the function. The Hotel cannot be responsible for service, accommodations or guaranteeing the same menu items for more than five percent over guarantee for events with an attendance of less than 500 people and three percent over guarantee for events with an attendance would be considered the final guarantee. Your final menu selections must be made no later than 7 days prior to your arrival, Thursday, February 9, 2017
- 3. All federal and local taxes are charges related to the services rendered by the Hotel for your function in addition to the prices herein agreed upon, and you agree to pay them in accordance with the payment terms set forth herein.
- 4. No food or beverages of any kind can be brought into the Hotel by you or any of your guests, invitees or attendees.
- 5. No damages shall be due for a failure of performance due to Acts of God, war, terrorist act, government regulation, riots, disaster or strikes, any one of which make performance impossible, or due to restrictions on commodities or supplies. If, for any reason, the space reserved hereunder is not available for the Event, Hotel may substitute other space, and Group agrees to accept such substitutions. In no event will Hotel be liable for consequential damages of any nature for any reason. Further, if in the event the Hotel 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.
- 6. A first deposit of \$5000 of the Minimum Anticipated Food and Beverage Revenue, is due when Group signs the contract. Unless credit has been established in advance by Group with Hotel, payment of an additional amount which, when added to the first deposit, will equal 50% of the Minimum Anticipated Food and Beverage Revenue, is to be made 2 weeks prior to Event and any remaining balance is to be made in cash or by certified or bank check, at least two days prior to the Event. If any such payment is not made, Hotel may, at its option, deem the Event to be canceled, in which case cancellation charges will apply as noted above and the Hotel will retain any deposits on hand and apply them to the cancellation charges. If credit has been established, payment will be due in accordance with the terms therefore agreed upon between the parties hereto, but in any event, no later than 20 days following Event. Interest will accrue on any unpaid balance or deposit paid late at the rate of 1.5% per month or 18% per annum. All Social Affairs are to be fully prepaid one week prior to the Event. For your convenience, we enclose a credit authorization form. If you desire to seek credit, please sign and return the form immediately. If you wish to pay by credit card, please complete the enclosed form and return it to us with a clear, legible copy of both sides of your credit card.
- A 23% service charge will be assessed to all of your bills from the Hotel to offset administrative expenses for supervisory, sales and other banquet personnel. On any event where the guaranteed number is less than 25 persons, a \$150 labor charge will be added to the Event.
- 8. The Hotel reserves the right to assign another room for your function in the event the room originally designated for your function shall be unavailable or inappropriate, in the Hotel's sole opinion. In the event of increased costs of commodities or menu items, the Hotel may, at its option, make reasonable substitutions in menu items.
- 9. This contract is made and to be performed in Los Angeles, California, in which the hotel is located, and shall be governed by and construed in accordance with Los Angeles, California, in which the hotel is located law. By executing this agreement, Los Angeles County consents to the exercise of personal jurisdiction over it by the courts of the State of Los Angeles, California, in which the hotel is located, and agrees that all litigation regarding this contract shall be brought and maintained only in the courts of Los Angeles, California, in which the hotel is located. 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. 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 hotel's General Manager. No representative of the Hotel 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. Group may not assign any benefits arising under or associated in any way with this contract without prior written consent of Hotel. No food and/or beverage of any kind will be permitted to be brought into the resort, or any suite used as a hospitality suite, by the group for any of the group's guests. Additionally, should the Hotel, 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 Group.

- 10. All displays and/or decorations proposed by Group will be subject to the prior written approval of Hotel in each instance. Any personal property of Group or Group's guests or invitees brought onto Hotel premises and left thereon, either prior to or following the Event, will be at sole risk of the Group and Hotel will not be liable for any loss of or damage to this property for any reason. Group acknowledges that the Hotel does not maintain insurance covering Group's property and that it is the sole responsibility of Group to obtain business interruption, and property damage, and other potentially applicable, insurance covering such losses by Group.
- 11. If required, at the sole judgment of Hotel, in order to maintain adequate security measures in light of the size and nature of the Event, Group shall provide, at its expense, security personnel for the Event supplied by a reputable licensed guard or security agency doing business in the city or county in which the Hotel is located, which agency shall be subject to the prior approval of Hotel. Security personnel provided by Group shall not carry weapons and are to coordinate with Resort's regular security force and will concern themselves only with access to the space reserved hereunder (or substituted therefore), restricting their presence to those areas of the Hotel premises.
- 12. Group agrees to conduct the Event in an orderly manner in full compliance with applicable laws, regulations, and Hotel rules, copies of which are available from the Catering Department. Group assumes full responsibility for the conduct of all persons in attendance at the Event and for any damage done to any part of Hotel's premises during any time the premises are under control of Group.
- 13. Hotel's on-site Audio-Visual Company offers state-of-the-art equipment and technical support staff for all conference needs. Use of any audio-visual/production companies other than Hotel is prohibited without consent. Where consent is authorized, fees in the amount of 10 percent of what Hotel would have charged to provide the audio-visual or production services will be charged to the group.
- 14. The Hotel offers all services necessary for a successful meeting. However, if Group finds it necessary to use outside services, any companies, firms, agencies, individuals and groups hired by or on behalf of Group shall be subject to prior written approval of the Hotel. Upon prior reasonable notice to the Hotel from Group, Hotel shall cooperate with such contractors and provide them with facilities at the premises to the extent that the use and occupancy of the facilities by the contractor does not interfere with the use and enjoyment of the Hotel premises by other guests and members of the Resort. Group's contracts with its contractors will all specify that contractor and the group will indemnify and hold hotel harmless from any and all damages or liabilities which may arise by such Contractors or through their use. Any contracted company working at Resort, including DJs, bands and other vendors who will be onsite at the Hotel, is required to carry and maintain workers' compensation insurance in statutory amounts; comprehensive general public liability insurance covering automobile, personal injury and property damage with single limits of not less than one million dollars per person per occurrence. All such policies (except workers' compensation) shall specifically state Hotel is named as an additional insured under the above policy, and each such Company or vendor shall provide proof of coverage before commencing any work on the Hotel premises. Such insurance shall be primary and not contributory with Hotel. Group bears all responsibility for the payment of any charges incurred at the Hotel by its contractors.

Customer Initials _____Hotel initials ____

15. Group agrees to carry and maintain and provide evidence of liability and other insurance in amounts sufficient to provide coverage against any claims arising from any activities arising out of or resulting from the obligations which may arise or be incurred pursuant to or associated with this contract, and not less than the amounts set forth in the preceding section. A certificate of insurance shall be submitted to Hotel prior to the meeting, as noted above, showing that Group's insurance policy names Hotel as additional insured's.

Damage to the Hotel premises by the Group or appointed contractors will be the Group's responsibility. Group will accept full responsibility for any damages resulting from any action or omission of their individual attendees in conjunction with organized group activities. The Hotel is not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal effects brought into the Hotel, and/or for the loss of equipment, exhibits or other materials left in meeting rooms.

The Hotel reserves the right to approve all outside contractors hired for use by the Group in the Hotel, and may have a list of approved contractors and vendors. The Hotel must be notified in advance of any proposed vendor. The Hotel reserves the right to advance approval of all specifications, including electrical requirements, form all outside contractors, and to charge a fee for outside services brought into the Hotel. The Group and/or outside contractors must provide proof of worker's compensation insurance for employees who will work on Hotel premises and proof of adequate general liability coverage for the Group and/or outside contractors' activities while on Hotel's premises, and must comply with all other similar requirements the Hotel deems appropriate, in its sole discretion, regarding use of function space, facilities and use of Hotel services.

The Hotel shall indemnify, defend and hold harmless the Group 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 (collectively "claims") arising out of or caused by the Hotel's negligence in connection with the provision of services or the use of the Hotel facilities. The Hotel shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

The Group shall indemnify, defend and hold harmless Hotel 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 (collectively "claims") arising out of or caused by the Group's negligence and/or its members', agents', employees', independent contractors' or Exhibitors' negligence in connection with the use of the Hotel facilities. The Group shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

- 16. Signs and banners are not allowed in the hotel's public areas. In regard to the group's meeting space, all signs must be professionally printed and their placement and posting be pre-approved by the Catering Department. Nothing shall be posted, nailed, screwed or otherwise attached to walls, floors, or other parts of the building or furniture. Distribution of gummed stickers or labels is strictly prohibited. If Group desires to hang or adhere posters, banners, flip chart paper or other material in meeting rooms, sleeping rooms or public space, your conference service manager must be notified of this request in advance, and will assist Group with the request in order to avoid damage to rooms, walls, etc. Any damage to Hotel as a result of not having prior approval will be billed to Group.
- 17. The persons signing the agreement on behalf of Hotel and Los Angeles County each warrant that they are authorized to make agreements and to bind their principals to this agreement.
- 18. 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 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.

SHIPPING AND STORAGE HANDLING:

Hotel does not have storage space for crates, pallets or large shipments. Any materials to Hotel may arrive no earlier than seven (7) days prior to **Thursday**, **February 9, 2017** A handling and storage fee will apply of \$3.25 per box /item or \$3.25 per pound (plus all applicable dates) will be assessed. An amount currently equal to 22% of the mandatory handling and storage fee is paid to employees providing the handling services. The remainder of the handling fee is retained by Hotel. Hotel will not be responsible for any loss or damage to materials set to Hotel prior to **Thursday**, **February 9, 2017**

To ensure prompt delivery of packages, materials being shipped should read:

SHERATON GATEWAY LOS ANGELES

Attn: AFRICAN AMERICAN MENTAL HEALTH HOLISTIC WELLNESS FOR AFRICAN AMERICAN FAMILIES AND COMMUNITIES

c/o Mrs. Tonya Spencer-Walker Director of Catering

The Group will be responsible for the packing, labeling, shipping and handling costs of outgoing materials.

Packages Charges will be charged to each registered hotel guest or master account as follow:

Handling Fees:

Packages/Box	Each	\$7.00
Pallet	Each	\$50.00
Display Cases	Each	\$125.00

If you need packages shipped out at the conclusion of your meeting, please advise your on-site Banquet Captain. The same charges outlined above will be charged for the shipping of these packages. The charges will be billed to each registered hotel guest or your master account.

AFRICAN AMERICAN MENTAL HEALTH HOLISTIC WELLNESS FOR AFRICAN AMERICAN FAMILIES AND COMMUNITIES	/Hazens Investment, LLC, as owner of Sheraton Gateway Los Angeles Hotel
Ву	Ву
Angel Baker ,Organizer	Tonya Spencer-Walker ,Director Of Catering
Date	Date

Customer Initials _____Hotel initials ____

Audiovisual Service Standard Acknowledgements

I, the undersigned, agree on behalf of Customer to comply with the Audiovisual Service Standards provided by Hotel, and acknowledge that if Audio Visual Services Group, Inc. d/b/a Presentation Services ("**PSAV**") is not used to provide audiovisual services for Customer's event, the charges listed in the standards will be billed to:

Please check applicable option:

Master Account

□ Third Party A/V Supplier

AFRICAN AMERICAN MENTAL HEALTH HOLISTIC WELLNESS FOR AFRICAN AMERICAN FAMILIES AND COMMUNITIES

Ву

Date _____

I, the undersigned, agree on behalf of _______ ("**Third Party A/V Supplier**"), to comply with the Audiovisual Service Standards provided by Hotel in providing services on behalf of Los Angeles County I further agree that Third Party A/V Supplier will indemnify, defend and hold Hotel and its affiliates harmless from any loss, liability, costs or damages arising from actual or threatened claims resulting from Third Party A/V Supplier's provision of services.

On behalf of Third Party A/V Supplier, I will provide Hotel a Certificate of Comprehensive General Liability Insurance, including Contractual Liability, Products and Completed Operations and Automobile Liability to Hotel, evidencing minimum limits of \$3,000,000 combined single limit and will name Hotel and its ownership as additional insured. I will also provide Hotel with a Certificate of Insurance evidencing Third Party A/V Supplier's Worker's Compensation and Employers Liability coverage in effect for its employees.

(Name of Third Party A/V Supplier)

Ву _____

Date _____

Audiovisual Service Standards for Third Party Suppliers

The following Audiovisual Service Standards apply to third-party audiovisual suppliers ("**Third Party A/V Suppliers**") providing services at Hotel's premises. Customer and its Third Party A/V Supplier will need to sign its acknowledgement of these requirements at minimum 45 days prior to the date of the applicable event (the "**Event**").

- 1. All Third Party A/V Suppliers planning to do audiovisual work within Hotel's premises or grounds must:
 - a. contact Hotel at least 60 days prior to the date of the Event;
 - b. place on file with Hotel at least 45 days prior to the date of the Event, a certificate of insurance showing a minimum coverage of \$3,000,000.00. This certificate must name Hotel and its ownership as additional insured;
 - c. assume complete responsibility for equipment loss or theft. Hotel accepts no responsibility for Third Party A/V Suppliers' lost or stolen property; and
 - d. Properly dress (drape) all screens, carts and stands.
- 2. To maintain the integrity of Hotel's in-house audio system, Third Party A/V Suppliers are not permitted to patch into this system unless approved by the professional assigned to such Third Party A/V Supplier by Audio Visual Services Group, Inc. d/b/a Presentation Services ("PSAV"). The PSAV professional assigned to the Third Party A/V Supplier will assess and monitor the patch and where damage to Hotel's system may occur the PSAV professional may elect to disconnect such patch until a safe connection and equipment are used.
- 3. Storage space for Third Party A/V Suppliers will be the sole responsibility of the Third Party A/V Supplier. Hotel will make every effort to secure space once notification is given, but is under no obligation to provide such space. If event or banquet space is required, all applicable rental charges will apply due to the loss or displacement of future business opportunities. Space being "held" and/or reserved for Customer's event must be utilized for events or offices, and may not be utilized as storage for Third Party A/V Suppliers.
- 4. Hotel reserves the right to collect an additional deposit for any possible damage to the premises. Any charges incurred while on Hotel's premises or grounds will be deducted from this deposit. The Third Party A/V Supplier is completely responsible for leaving Hotel in the condition it was provided including by disposing all trash, props, cardboard, plastic, etc. If a dumpster is required, it needs to be dropped off and picked up on the same day and Hotel must be advised 24 48 hours prior to drop-off. Cleaning fees will be assessed should floor, wall or ceiling marks require more than standard cleaning.
- 5. All additional electricity requirements to operate the Third Party A/V Supplier's equipment must be ordered no later than 14 days prior to the date of the Event. Electrical and/or plumbing charges will be billed by Hotel at the prevailing rates.
- 6. If Third Party A/V Suppliers are utilizing ______, an on-site PSAV professional must be present at all times. This ensures not only that the audio-visual Service Standards are in place but

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Customer Initials _____Hotel initials _____

provides instant access to a Hotel representative who can supply needed help or equipment to the Third Party A/V Supplier. An A/V charge of \$____ will be assessed by PSAV.

- 7. To preserve the integrity of the staging area, flooring, walls and ceiling, it is strictly prohibited to nail, screw, or tape anything to these areas. When hanging equipment from ceilings or walls, it is mandatory that a certified rigger from PSAV be hired and utilized by Third Party A/V Suppliers.
- 8. All Third Party A/V Suppliers should ensure that their associates are properly dressed so as to not offend Hotel guests or associates. If there are any associates who do not meet these requirements Hotel will ask the Third Party A/V Supplier to correct the issue.
- 9. No equipment or cases will remain in the "back of the house" areas at any time. Any empty cases are to be removed from Hotel's facilities and grounds and brought back for load-out.
- 10. Hotel reserves the right to refuse or deny property access to any Third Party A/V Supplier if the above requirements are not met.

SPG PRO PROVISIONS

Award of Benefits: Certain benefits awarded through the Starwood Preferred Guest program ("SPG"), including Starpoints and eligible nights (collectively, "Benefits"), are available for business contracted through the sales and catering departments of participating Starwood hotels. Group acknowledges that such Benefits have been offered in connection with this Agreement, and Group consents to the awarding of Benefits to the individual(s) listed below (each a "Group Recipient"). Once Group has departed the Hotel's facilities and full payment is received by Hotel, Benefits will be awarded to the Group Recipients in accordance with the SPG terms and conditions http://www.starwoodhotels.com/preferredguest/legal/spg_terms.html (the "SPG T&Cs").

Member Name	Starwood Preferred Guest Membership Number
1.	
2.	
3.	

Each Group Recipient will earn (a) an amount of Starpoints based on (i) his or her status in SPG and (ii) the total amount of eligible event charges that are paid for the Event ("Event Charges") divided by the number of Group Recipients and (b) an amount of eligible nights based on the total number of guest rooms paid for under this Agreement ("Paid Rooms") divided by the number of Group Recipients, in each case, subject to the SPG T&Cs.

Limitations on Award of Benefits: Except for any attendees of the Event that pay for their own quest room, no individual other than a Group Recipient will be eligible to earn any Benefits for Event Charges or Paid Rooms. Group and Hotel must execute a written amendment to this Agreement to change any Group Recipient. Group acknowledges that each Group Recipient must be a member of SPG in good standing, must be employed by Group at the time the Benefits are awarded, and must be eligible to receive the Benefits under applicable laws, gift policies and incentive policies. Only three Group Recipients may receive Benefits. Any Benefits may be cancelled if (x) it is determined that any Group Recipient was not authorized by Group to receive, incorrectly received, or was ineligible to receive, the Benefits, (y) Hotel is no longer participating in SPG for any reason at the time of the Event or (z) SPG, or any applicable Benefit, is modified, cancelled or discontinued for any reason.

ACKNOWLEDGEMENT

("Agent") is representing INTERNET MEDIA AND COMPANY ("Group") in connection with Group's event agreement (the "Agreement") with Hezheng Holdings Company/Hazens Investment, LLC d/b/a d/b/a Sheraton Gateway Los Angeles Hotel ("Hotel"). As Agent is representing Group in connection with the Agreement, Agent represents and warrants that it has disclosed to Group that certain of Agent's employees will receive certain benefits, including Starpoints and eligible nights (collectively, the "Benefits"), in connection with the Agreement. Agent acknowledges that each individual earning the Benefits on behalf of Agent must be a member of the Starwood Preferred Guest program ("SPG") in good standing, must be employed by Agent at the time the Benefits are awarded, and must be eligible to receive the Benefits under applicable laws, gift policies and incentive policies. Agent acknowledges that only three individuals may earn Benefits on behalf of Agent in connection with the Agreement and any Benefits may be cancelled if (x) it is determined that any individual that receives the Benefits was not authorized by Agent to receive, incorrectly received, or was ineligible to receive, the Benefits, (y) Hotel is no longer participating in SPG for any reason at the time of the event or (z) SPG, or any applicable Benefit, is modified, cancelled or discontinued for any reason. In no event will Hotel be liable to Agent if Group terminates Agent as its agent prior to the event. The undersigned party executing this Acknowledgement has full power and authority to execute the same on behalf of Agent and to bind Agent to the terms hereof.

> By: Name: