



Sales Tax Exemption

Texas A&M University-Commerce is exempt from state and municipal sales taxes under Chapter 20 Title 122A, revised Civil Statutes of Texas, for all purchases made for the exclusive use of Texas A&M University-Commerce.

The laws of the State of Texas shall govern this Purchase Order.

Member of the Texas A&M University System.

Purchase Order		
Purchase Order Date	PO/Reference No.	Revision No.
Jul 6, 2022	AB0727322	0
Contact instructions for questions regarding this Purchase Order: If Buyer Contact information is listed below, please contact the Buyer. If not, please contact the Customer.		
Buyer Contact:		
Buyer	Buyer Email	Buyer Phone Number
Iaa - Leilani, Alquiza	LEILANI.ALQUIZA@TAMUC.EDU	903.886.5620
Customer Contact:		
Name:	Mariana Marcos	
Email:	MARIANA.MARCOS@TAMUC.EDU	
Phone:	+1 903-886-5833	

Order acceptance instructions:

Vendor guarantees that the products delivered or the services performed as a result of this Purchase Order will meet or exceed all specifications herein. Any exceptions to the pricing or the description contained herein must be approved by Texas A&M University-Commerce's Purchasing Department prior to shipping.

Supplier Information		Delivery Information	
Supplier Name	HILTON DALLAS/ROCKWALL LAKE BELLA HARBOR HOTEL DBA	Delivery Address	
Address	2055 SUMMER LEE DR ROCKWALL, Texas 75032 United States	TAMUS Member:	21-Texas A&M University - Commerce (21)
FOB / FREIGHT	Destination	Attn:	Mariana Marcos
Pre-Pay & Add	No	Trio Programs	
Payment Terms	0, Net 30	Room	301A
Contract Number - Header	<i>no value</i>	2600 S Neal St	
Contract Number - Line	<i>no value</i>	Commerce, TX 75428	
Quote number		United States	
		Delivery Information	
		Required Delivery Date	
		Ship Via	Best Carrier-Best Way

Notes to Supplier

Shipping Instructions

Attachments for supplier

Hilton Rockawall ...

TAMUC Addendum_07...

TAMUC_Texas_Tax_E...

PO Clauses

Header	001	No Collect Freight Charges Accepted	Neither COD nor "Collect" freight or handling charges will be accepted.
	508	Changes must be Approved Prior	Any changes to this Contract without the undersigned Purchasing Agent's prior written approval is not authorized and at the expense of the Supplier.
	509	Cancellation due to Funding	This contract is subject to cancellation without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature, or otherwise not made available to the using Agency.
	522	Governance	Any agreement entered into by Texas A&M University-Commerce shall be governed by the laws of the State of Texas.
	525	Best Value Clause	Agency invokes "Best Value" purchase exemption under House Bill 1545.

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Terms & Conditions -
TAMU-CommerceThis purchase shall be in accordance with the Texas A&M University-Commerce terms and conditions. To obtain, please go to the following address:
<http://www.tamuc.edu/facultyStaffServices/purchasing/references/forms/default.aspx>

Line No.	Product Description	Catalog No.	Size / Packaging	Unit Price	Quantity	Ext. Price
1 of 1	Trio Student Support Services will provide room lodging for the student participants during the student leadership conference on August 18-20, 2022.	N/a	EA	19,906.00 USD	1 EA	19,906.00 USD
Total						
						19,906.00 USD

Billing Information	Billing Address
<p>To assure timely payment please e-mail invoices to the email provided in the bill to address. If the invoice is sent via email, please do not send a duplicate copy through the mail. Only if email is not an option then submit invoices to the billing address indicated in the "Billing Address" section. To inquire about electronic invoicing via cXML, CSV or PO flip through the supplier portal, e-mail vendorhelp@tamuc.edu.</p> <p>Invoice must include the PO/Reference number shown above.</p>	<p>Texas A&M University-Commerce</p> <p>***Do Not Mail Invoices***</p> <p>Email invoices to invoices@tamuc.edu</p> <p>PO Box 3011</p> <p>Commerce, TX 75429</p> <p>United States</p>

RECEIVED

By Mariana Marcos at 2:34 pm, Jul 05, 2022



2055 Summer Lee Drive
Rockwall TX 75032
214-771-3700 (T)
214-771-3701 (F)

The following represents an agreement between **Texas A&M University- Commerce** and **Hilton Dallas/ Rockwall Lakefront**:

DESCRIPTION OF GROUP AND EVENT

ORGANIZATION: Texas A&M University- Commerce
NAME OF EVENT: TAMUC Student Leadership Conference
CONTACT: Darnisha Hines
TITLE: Director of Trio/SSS Programs
ADDRESS: P.O. Box 3011
Commerce, TX 75429
PHONE: 903-886-5839
EMAIL: darnisha.hines@tamuc.edu

IDENTIFICATION

The **Hilton Dallas/ Rockwall Lakefront** will be identified as “**Hotel**” and **Texas A&M University- Commerce** will be identified as “**Group**” hereunder.

GUEST ROOM COMMITMENT

The Hotel agrees that it will provide, and the Group agrees that it will be responsible for utilizing, a minimum of **74** (“Total Room Nights”) as follows:

		Thu 08/18/2022		Fri 08/19/2022	
	Occupancy	Rooms	Rate	Rooms	Rate
Double Queens	S/D	33	\$169.00	33	\$169.00
King Resortview	S	4	\$169.00	4	\$169.00

Hotel room rates are subject to applicable state and local taxes (**currently 13%**) in effect at the time of check in. All guestrooms are **non-smoking** and a \$250.00+ fee is assessed for smoking in a non-smoking room. Group room rates are available for **Thursday, August 18, 2022 - Saturday, August 20, 2022.**

CONCESSIONS

Hotel agrees to provide Group with the following concessions:

- Discounted Standard Rooms at group rate of \$169.00 + tax for contracted dates
- Four (4) upgrades to king resortview rooms at the group rate of \$169.00 + tax

- Four (4) Complimentary amenities for group VIPs
- Group rate available 3 days pre & post event (based upon availability)
- 15% discount off A/V rental when using onsite vendor OSAV (excludes labor)
- Complimentary Wi-Fi in guest rooms.
- * Complimentary Wi-Fi in meeting room (\$1,250.00)
- Discounted self parking at \$5.00 (valued at \$250.00)

PARKING SPECIAL SERVICES

Valet parking is available for \$25.00+ per car overnight or \$15.00+ per day for day meeting attendees. Discounted self-parking at \$5.00 per day.

HILTON HONORS POINTS

Hilton Honors Meeting Planner Event Points can be awarded to any designated Hilton Honors Member. The program awards one point per dollar spent, before tax and service charge, for contracted food and beverage and guest rooms that are billed to the master account. Please fill in the information below appointing the member that will be receiving the points for this contracted program.

The hotel will provide HHonors® Meeting Planner points to:

Name of Hilton Honors Member	
Hilton Honors Number	

Hilton Honors Meeting Planner Event Points are posted once the program is complete and the programs final balance had been paid. Please allow up to 8 weeks from the date of submission for the points to reflect on the Hilton Honors account. Hilton Honors Meeting Planner Event Points do not apply guest rooms that are billed individually. They also are not awarded for AV charges, meeting room rental or to any food or beverage that is purchased from the hotel outlets.

METHOD OF RESERVATIONS & PAYMENT

Reservations for the Event will be made by rooming list.

- Group will be responsible for room and tax only, individuals will be responsible for their incidental charges*.

Our check-in time is **4:00 PM**; check-out time is **11:00 AM**. All guests arriving before **4:00 PM** will be accommodated as rooms become available. We can arrange to check baggage for those arriving early when rooms are unavailable and for guests attending functions on departure day.

*Please note that individuals who are responsible for their own incidental charges will be required to provide a credit card at check in which will be authorized for up to \$50.00 per night. Individuals who use a Debit Card should ensure they have sufficient funds in their account to cover the \$50.00 per night hold.

GUARANTEED RESERVATIONS

For groups that are Individual Call In, reservations must be accompanied by a first room night deposit or guaranteed with a major credit card. For groups that provide a rooming list, reservations will be guaranteed to the master account. Cancellations will be accepted up to 24 hours prior to arrival. If the reservation is no longer required and is not cancelled prior to this time, the reservation will be released and subsequent room and tax charges will be billed to the form of payment on file.

CUT OFF DATE

Reservations by attendees must be received on or before **Tuesday, July 19, 2022** (the "Cut-Off date"). At the Cut-Off date, Hotel will review the reservation pick up for the Event, release the unreserved rooms for general sale, and determine whether or not it can accept reservations based on a space-and-rate available basis at the group rate after this date.

Group agrees that Hotel may offer unused sleeping rooms held in Group's Room Block to general sale to reduce Hotel's losses. Group agrees that the release of rooms will not affect the enforceability of this Agreement or Group's obligation to pay for unsold rooms in Group's Room Block.

GUEST ROOM ATTRITION

The Total Sleeping Room Nights Reserved under this Agreement will generate **\$12,506.00** in revenue for Hotel ("**Anticipated Sleeping Room Revenue**"). If Group does not use all of the sleeping rooms in the Room Block, Group agrees that the Hotel may suffer damages. Such damages may occur because Hotel may have lost the opportunity to offer Group's unused rooms to others either individually or as part of another block and may incur additional costs in attempting to resell inventory that was already sold. The parties agree that the exact amount of such damages may be difficult to determine.

The parties agree that the liquidated damages clause provided for in this Agreement is a reasonable effort by the parties to agree in advance on the damages that the Hotel may suffer due to Group's lack of performance. Therefore, the parties agree that if the contracted Event is held as scheduled, Hotel will not seek damages for Group's failure to use and pay for the Total Sleeping Room Nights Reserved if Group achieves a minimum of **80%** of the Anticipated Sleeping Room Revenue. Should Group achieve less than this amount, Group agrees to pay to Hotel, as reasonable liquidated damages and not a penalty, the difference between **80%** of the Anticipated Sleeping Room Revenue and the actualized guest room revenue received by Hotel for rooms used and paid for as part of the official Room Block, plus any applicable state and local taxes as required by law, as a reasonable estimate of the Hotel's losses on sleeping rooms, ancillary revenue, costs of sale and other losses.

CREDIT CARD PAYMENT

All master account charges are to be paid by credit card. Hotel accepts American Express, Master Card, Visa or Discover Card, for master account payments. Upon Contract signature, Group will provide Hotel with a credit card to which all master account charges will be charged. **Full pre-payment of all estimated charges will be posted to the credit card 4 business days prior to Thursday, August 18, 2022. Any remaining balance or overpayment will be charged or refunded within 3 business days after receipt of the final bill.** As a condition of Hotel agreeing to accept Group's credit card as an approved form of payment for all Master Account charges, Group agrees that any disputes that Group may raise with respect to any Master Account charges must be addressed directly by Group and Hotel, and the parties agree to work in good faith to resolve any such disputed invoices in a timely manner. Any dispute that cannot be timely resolved to the mutual satisfaction of the parties shall resolved in accordance with the dispute resolution provisions as contained elsewhere in this Agreement.

A valid credit card authorization is required upon contract signature regardless of method of payment for event.

PRE-PAYMENT BY CHECK OR WIRE TRANSFER

Prepayment by company, cashiers check or wire transfer must be received 21 days prior to arrival.

ADVANCED PAYMENT/DEPOSIT POLICY

Regardless of method of payment, a non-refundable advance deposit of 25% of total anticipated revenue will be required on or before **Friday, July 01, 2022**. Deposit is payable via company check, credit card, wire transfer or certified funds. If advance payments or deposits are not paid on a timely basis, the Hotel will have the right, at Hotel's option, to consider the Agreement cancelled and Hotel will be entitled to cancellation damages as provided in this Agreement.

Transaction Type	Charge Type	Date	Amount
		Balance Due	\$4,297.50

A valid credit card is required with the signed contract, please fill out the authorization form on the last page of this document.

TAX EXEMPTION

Hotel will honor any available tax exemptions for which Group qualifies, provided that Group properly completes and provides all documentation required by the applicable jurisdiction to substantiate said exemption along **with the signed contract and deposit**. Indicate Group's tax exemption status below by checking the appropriate box:

☐ Group is **not** exempt from taxes

☒ Group **is** exempt from taxes. Please indicate which tax or taxes Group is exempt from:

Texas State Sales and Use Tax (Certificate is provided)

It is the Group's sole responsibility to provide tax exemption documentation at the time of contract signature. Failure to do so will result in all applicable taxes being charged to Group. Hotel cannot make any adjustments to taxes once they have been posted.

FUNCTION SPACE

Date	Time	Event Class	Room	Setup	AGR	Room Rental
Thu, 08/18/22	12:00 PM - 5:00 PM	Meeting	The Amphitheater	Classroom	50	\$350.00
Fri, 08/19/22	8:00 AM - 5:00 PM	Breakfast/Lunch	Admiral	Round Tables of 10	50	Waived
Fri, 08/19/22	8:00 AM - 5:00 PM	Meeting	The Amphitheater	Classroom	50	\$350.00
Fri, 08/19/22	8:00 AM - 5:00 PM	Meeting	Captain	Special Set-Up	0	\$350.00
Sat, 08/20/22	8:00 AM - 2:00 PM	Breakfast	Admiral	Round Tables of 10	50	Waived
Sat, 08/20/22	8:00 AM - 2:00 PM	Luncheon	Schooner	Round Tables of 10	63	Waived
Sat, 08/20/22	8:00 AM - 2:00 PM	Meeting	The Amphitheater	Classroom	50	\$350.00

Function rooms are assigned according to the estimated attendance. Times, setup, and attendance are estimates. Final details will be determined while coordinating the event closer to the event date and confirmed within the Banquet Event Orders.

Room Rental is subject to 6.00% tax and 24.00% taxable service charge.

Audio Visual prices are subject to 8.25% sales tax and 24.00% taxable service charge.

Food and Beverage and all Miscellaneous fees are subject to 8.25% tax and 24.00% taxable service charge.

FOOD AND BEVERAGE MINIMUM

The guestroom rates and concessions outlined are based on Group's guaranteed expenditure of a minimum of **\$6,000.00** in organized food and beverage, excluding service charge and applicable taxes (Minimum Food and Beverage Revenue).

Should Group fall short of this Minimum Food and Beverage Revenue whether due to reduction in size of meeting, drop in attendance, change in food and beverage events or otherwise, Group agrees that the Hotel will suffer damages. Therefore, Group will pay the Hotel the amount equal to the difference between the contracted Minimum Food and Beverage Revenue and the actual amount achieved, including service charge and applicable taxes. Both parties agree that this charge is a reasonable estimate of the Hotel's losses on food and beverage.

FOOD & BEVERAGE DATES TO REMEMBER

- ❑ Final Menu Due Date **THREE (3) WEEKS PRIOR to Thursday, August 18, 2022**
- ❑ Signed Banquet Event Orders due **TWO (2) WEEKS PRIOR to Thursday, August 18, 2022**
- ❑ Final Count Due Date **FOUR (4) BUSINESS DAYS PRIOR to Thursday, August 18, 2022**

BANQUET EVENT ORDER/GUARANTEE

A final Banquet Event Order outlining all details of your event will be finalized no later **TWO (2) WEEKS PRIOR to Thursday, August 18, 2022**. A guarantee with final guest count is due **FOUR (4) BUSINESS DAYS** prior to your scheduled event. If no guarantee is received, your agreed number will become your guarantee. **Once the guarantee is given, the number is no longer subject to reduction.**

ALCOHOLIC BEVERAGES

When special requests are honored for liquor, beer or wine items not carried as regular stock at the Hilton, the guest is then responsible for the total purchased amount of all items not consumed at the function.

The Hotel will require that beverages be dispensed only by the Hotel servers and bartenders. The Hotel's alcoholic beverage license requires the Hotel to (1) request proper identification (photo ID) of any person of questionable age. Hotel reserves the right to refuse alcoholic beverage service if the person is 1) underage 2) proper identification cannot be produced 3) appears intoxicated. The Hilton strictly adheres to the above policies without exception.

BANQUET ROOM LIABILITY

The Hotel reserves the right to inspect and control all private functions. Liability for damages to the premises will be charged accordingly. Please adhere to the following: No posters or signs can be located in the Hotel

Lobby. No glitter, confetti or smoke/fog machines may be used. Hotel reserves the right to inspect and control all private functions. Liability for damages to the premises will be charged accordingly to the client. All signs located outside the meeting space must be professionally printed. No handwritten signs will be allowed. Scotch tape, nails, pushpins or potentially damaging fasteners may not be used to hang signs.

THE HOTEL WILL NOT ASSUME ANY RESPONSIBILITY FOR THE DAMAGE OR LOSS OF ANY MERCHANDISE OR ARTICLES LEFT IN THE HOTEL PRIOR TO, DURING AND FOLLOWING THE FUNCTION. Group agrees to be responsible for any damages done to the premises during the period of time the premises are under Group's control including any independent contractor hired by the Group.

NOISE MITIGATION

Outdoor areas and open spaces where excessive noise may affect other guests have limits regarding the type of entertainment or hours of entertainment allowed. The Pre-function space, Patios and The Pergola are subject to these limitations. Your Conference Services Manager will approve the vendors for these areas and discuss the policy in place.

FOOD AND BEVERAGE

No food or beverage of any kind will be permitted to be brought into the Hotel by the guest, or any other guests or attendees from the outside without prior consent of the Hotel. Food and beverage provided by the Hotel may not leave the premises. All prices are subject to a 24.00% service charge and applicable taxes which is not included in any of the banquet menu pricing unless otherwise stated. A fee of \$125.00++ per chef will apply to any food station in which the Group has requested the services of a chef. A fee of \$125.00++ per bartender (minimum of two required) will be applied for bars. A labor charge will be added to all food functions when the minimum number of guests required is not met (outlined in our menus).

All banquet checks must be signed by the person in charge or a designated representative at the completion of each function. Any discrepancies in counts or charges should be identified and resolved at that time. In the event the Group vacates premises prior to signing the banquet check, all charges will be charged to the credit card on file or will be billed to Group.

It is necessary that your menu selection and all detailed arrangements be confirmed no later than three weeks prior to the function. The food and beverage menu items suggested are only a guide to assist us in planning your function, our culinary team will be happy to customize a menu to fit the needs of your guests.

ASSIGNMENT/CONFIRMATION OF SPACE

The Group agrees to confirm with us the assigned function space prior to printing any materials listing specific event locations. The schedule of events listed indicates space that is held upon signing of this contract by both parties. If for any reason the reserved is not available for your event, Group agrees to the substitution of space based on comparable, appropriate available space.

Please contact the Hotel at least three weeks prior to the scheduled event to confirm menus, space and details including but not limited to: decorations, entertainment, audio visual needs, beverage service, possible security needs, shipping/mailling and valet requirements. Upon review and approval of Group's event requirements the Banquet Event Orders (BEO's) will be sent to Group to confirm all final arrangements and pricing. These BEO'S must be signed and returned prior to the event and will serve as a part of this agreement.

AUDIO VISUAL NEEDS

All audio visual services will be provided by On Services Audio Visual (OSAV) The Hotel's onsite audio visual provider. Any outside equipment or vendor brought into the Hotel will be subject to fees based on the event space and scope of equipment and labor.

PRICE INCREASES

Menu price increases, miscellaneous fees and service charge are subject to industry price increases annually. Unforeseen changes in market conditions may also affect menu price increases. In the event of unforeseen changes (i.e. shortage of a specific food product) Hotel may make reasonable substitutions in menus.

SHIPPING AND RECEIVING

If it is necessary for you to ship materials to the Hotel, please observe the following instructions to ensure proper handling of your event meeting materials. Each item should be clearly marked with the following:

- **Organization name and name of event planner**
- **Date of event and the name of your Hotel catering contact**

Boxed packages and display materials will be accepted no earlier than one day prior to your scheduled event. Please advise your Hotel contact of any special arrangements or requirements concerning your materials. The following shipping and receiving fees will apply:

- \$10.00++ handling fee per box, 0-49lbs (incoming and outgoing)
- \$50.00++ handling fee per box, 50+lbs (incoming and outgoing)
- \$125.00++ handling fee per pallet (incoming and outgoing)
- \$5.00++ storage fee, per box or pallet, per day
- \$3.00+ guestroom delivery fee per item for generic amenity room drops
- \$5.00+ guestroom delivery fee per item for personalized amenity room drops
- \$25.00++ per hour labor charge will be assessed if the Hotel's assistance is required in unloading vehicles and/or moving items to storage areas.

The Hotel should be advised of any items over 100 pounds that will be displayed in any function room. All fees will be charged to the Master Account to be paid upon departure. All shipping/postage materials and account information will be the responsibility of the Client and must be arranged prior to the Clients arrival.

Arrangements must be made for prompt return or shipping of material upon conclusion of Event. A \$50.00+ per day storage fee will be assessed for any items remaining in the Hotel's possession 48 hours after the conclusion of event

CANCELLATION

Hotel has offered the favorable sleeping room rates and other concessions in this Agreement based upon the total anticipated revenues for your Event. If this Agreement is cancelled by Group, the parties agree that the Hotel will have lost the opportunity to offer Group's unused facilities to others either individually or as part of another block and may incur additional costs in attempting to resell inventory that was already sold. The parties agree that the exact amount of such damages may be difficult to determine. The parties agree that the

liquidated damage clauses provided for in this Agreement are a reasonable effort by the parties to agree in advance on the damages that the Hotel may suffer due to a cancellation. Therefore, Group agrees that should it cancel its Event for any reason that Group will pay as liquidated damages to the Hotel immediately upon notice of cancellation a percentage of the total minimum revenues anticipated by the Hotel for your Event plus any applicable state and local taxes as required by law, as follows:

Date of Hotel's Receipt of Cancellation Notice	Amount of Cancellation Damages
Cancellation between date of signing and August 18, 2022	\$ 19,906.00

Total Minimum Anticipated Revenue for this Event is **\$19,906.00**

Room Revenue: **\$12,506.00**

Banquet Food and Beverage Revenue: **\$6,000.00**

Meeting Room Rental: **\$1,400.00**

IMPOSSIBILITY

Neither party shall be responsible for failure to perform this Agreement if circumstances beyond their control, including, but not limited to: acts of God; governmental regulation; terrorist attacks in the city in which Hotel is located or declared war in the United States; make it illegal or impossible for Hotel to hold the Event. The affected party may terminate this Agreement without liability upon providing written notice to the other party within ten (10) days of the occurrence.

DISPUTE RESOLUTION

The parties agree that, subject to the exclusion of intellectual property matters as set forth below, any dispute in any way arising out of or relating to this Agreement will be resolved by arbitration using one arbitrator before JAMS or American Arbitration Association in the state and city in which Hotel is located, or the closest available location; provided, however, a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, and/or infringement of intellectual property rights shall not be subject to this provision.

The parties further agree that in any arbitration proceeding, they may conduct reasonable discovery pursuant to the arbitration rules, that the law of the state in which Hotel is located will be the governing law, and any arbitration award will be enforceable in State or Federal court.

ATTORNEY'S FEES/ COSTS

The parties agree that the prevailing party in any arbitration or court proceeding arising out of or related to this Agreement will be entitled to recover an award of its attorney's fees and expert witness fees, costs and pre and post judgment interest at the highest available legal rate.

The parties further agree that if Hotel must retain counsel or initiate arbitration or legal action to collect of any monies owed to Hotel by Group under this Agreement, whether or not an arbitration or court action is filed, Hotel will be entitled to recover its attorney's fees incurred in such efforts to collect.

COMPLIANCE WITH LAW

This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws and the like. Hotel and Group agree to cooperate with each other to ensure compliance with such laws.

INDEMNIFICATION

To the fullest extent permitted by law, Group agrees to protect, indemnify, defend and hold harmless the Hotel, Hilton Worldwide, Inc. and the Hotel's Owner, and their respective owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "Hotel Indemnified Parties"), from and against any and all claims, losses or damages to persons or property, governmental charges or fines, penalties, and costs (including reasonable attorney's fees) (collectively, "Claim(s)"), in any way arising out of or relating to the Event that is the subject of this Agreement, and regardless of negligence, including, but not limited to, Claims arising out of the negligence, gross negligence or intentional misconduct of Group's employees, agents, contractors, and attendees; provided, however, that nothing in this indemnification shall require Group to indemnify the Hotel Indemnified Parties for that portion of any Claim arising out of the sole negligence, gross negligence or intentional misconduct of the Hotel Indemnified Parties.

ACCEPTANCE

Please sign and return a copy of this Agreement by Friday, July 01, 2022. This Agreement will constitute a binding contract between the parties. The individuals signing below represent that each is authorized to bind his or her party to this agreement.

If this agreement is not received by the date above, all rooms and space referred to herein will be released, and neither party will have any further obligations under this Agreement. The Hotel and **Texas A&M University-Commerce** have agreed to and have executed this agreement by their authorized representatives as of the dates indicated below.

Organization: Texas A&M University- Commerce	Hotel: Hilton Dallas/ Rockwall Lakefront By Driftwood Hospitality, LLC, its Managing Agent	Hotel: Hilton Dallas/ Rockwall Lakefront By Driftwood Hospitality, LLC, its Managing Agent
Name: Leilani A. Alquiza	Name: Sonja Avramov	Name: Kristine Anagnostis
Title: Contract Administrator	Title: Express Sales Manager	Title: Director of Sales & Marketing
Date: 7/5/2022	Date:	Date:
Signature: 	Signature:	Signature:



CREDIT CARD PAYMENT AUTHORIZATION FORM

CARDHOLDER: Please complete the entire section below and return with signed contract.

Contact Name	
Company Name	
Date of Event	
Cardholder Name as it Appears on Credit Card	
Expiration Date	
Phone number	
Email Address	
Credit Card Number:	
Credit Card Type:	
Credit Card Billing Address	
City, State and Zip code	
Daytime /Business Telephone:	
Phone Number listed on back of your credit card	
Credit Card Issuing Bank Name	
CARDHOLDER SIGNATURE	
DATE SIGNED	




Group Amenity Handling & Delivery Services

It is the hotels highest priority to provide an efficient and warm welcome to all of our guests. To ensure a seamless check-in process we require all welcome amenities to be delivered directly to the guest rooms and provide the following options:

- ☐ Standard welcome amenities will be delivered to the guest rooms by the hotel bell staff with a \$3.00+ fee per guestroom.
- ☐ Personalized welcome amenities will be delivered to the guest rooms by the hotel bell staff with a \$5.00+ fee per guestroom.

Contact Name	
Name of the Group:	
Main Arrival Date:	
Cardholder Name as it Appears on Credit Card	
Phone number	
Email Address	
Credit Card Number:	
Expiration Date:	
Credit Card Type:	
Credit Card Billing Address	
City, State and Zip code	
Daytime /Business Telephone:	
Phone Number listed on back of your credit card	
Credit Card Issuing Bank Name	
CARDHOLDER SIGNATURE	
DATE SIGNED	

(HOTEL USE ONLY)

Received by:  Delivered by: _____

GENERAL INFORMATION AND POLICIES

ALCOHOLIC BEVERAGES

The sale and service of alcoholic beverages is regulated by the Texas Alcoholic Beverage Commission. The Hilton Dallas/Rockwall Lakefront Hotel is responsible for the administration of those regulations. It is the hotel's policy that all alcoholic beverages must be provided by the hotel.

Initial LA

GUESTROOM ACCOMMODATIONS

The hotel is a very popular weekend destination, and because we are sometimes fully booked on the weekends, we highly recommend sending a save the date card or letter to your guests to reserve their preferred choice of accommodations. We will attempt to provide a quantity of rooms, based on availability. Our group sales department will work with you to provide a preferred rate for your guests. The best way to ensure that guest rooms are available over your event dates would be to contract with this department. Your Catering Manager will be able to provide you with availability and rates.

Initial LA

GUARANTEE

It is necessary that the Catering Office be notified of the exact number of guests attending a function at least 4 business days prior to the event. This number is not subject to reduction. This will be considered the guarantee for which you will be charged, even if fewer guests attend. If no guarantee is received, the number of guests that appears on the banquet event order will be considered your count. Additional guests not included in the guarantee will be charged at the agreed upon rate per person plus a 30% fee.

Initial LA

LINENS

For your special event we will provide floor length white or black linens and white napkins. White, black or navy overlays are available.

Initial LA

SPECIAL ORDER ITEMS

The hotel will be happy to special order any food or beverage item not included in our menus. Special order items must be purchased by the case and the quantity you would like to purchase must be agreed upon in advance. Special orders are charged on quantities purchased, not consumed.

Initial LA

ENTERTAINMENT

The Catering office has a variety of musicians and agents available to provide quality music and entertainment for your function. All contracted entertainment must be approved by the hotel in order to conform to existing policies.

Initial LA

DECORATIONS

Decorators, Decorations or displays brought into the hotel must be approved prior to arrival. All decorations and displays must be in compliance with the building and fire codes for the city of Rockwall. In order to prevent damage to the facility fixtures and furnishings items may not be attached to any wall, floor, window or ceiling with nails, tape, staples or any other substance.

Initial LA

PARKING

The hotel offers complimentary self-parking. Valet and overnight parking is available.

Initial LA

PUBLISHED MENU PRICING SUBJECT TO CHANGE

Menu prices set forth in the banquet menu and this publication are subject to change. Pricing is guaranteed only when a banquet event order is completed for the event and signed by the client, indicating acceptance of the banquet event order.

Initial LA

PAYMENT SCHEDULE

A 25% deposit of the food and beverage minimum is required to confirm your space. This deposit applies towards the cost of the event and is non-refundable. An additional payment schedule will be outlined in your contract.

Initial LA

SERVICE CHARGE AND TAX

24% service charge & 8.25 % sales tax will be applied on all food, beverage and miscellaneous charges.

Initial LA



TEXAS A&M UNIVERSITY-COMMERCE
Addendum to Vendor's Contract

Vendor Name

And Address:

Hilton Dallas/Rockwall Lakefront
2055 Summer Lee Drive
Rockwall, TX 75032

("Vendor")

Date:

7/5/2022

Texas A&M University-Commerce ("A&M-Commerce") and the Vendor are this day entering into a contract and, for their mutual convenience, the parties are using the standard contract and/or purchase order form provided by the Vendor (referred to hereafter as the "Vendor's Contract Form").

This Addendum ("Addendum"), duly executed by the parties, is incorporated into the Vendor's Contract Form dated 7/5/2022 and made an integral part thereof. This Addendum and the Vendor's Contract Form shall be referred to hereafter collectively as the "Agreement."

To the extent applicable, in accordance with Texas Education Code Section 51.9335(h), any provision required by applicable Texas law to be included in or deleted from the Agreement shall be deemed to be automatically incorporated into or deleted from (as the case may be) the Agreement by operation of law.

The Vendor's Contract Form is, with the exceptions noted herein, generally acceptable to A&M-Commerce. Nonetheless, because certain standard clauses that may appear in the Vendor's Contract Form cannot be accepted by A&M-Commerce, because of its status as an agency of the State of Texas, and in consideration for the convenience of using provisions in the Vendor's Contract Form instead of negotiating a separate contract document, the parties agree that none of the provisions listed below, if they appear in the Vendor's Contract Form, shall have any effect or be enforceable against A&M-Commerce:

1. Requiring A&M-Commerce to maintain any type of insurance either for A&M-Commerce's benefit or for the Vendor's benefit.
2. Renewing or extending the Agreement beyond the contract term or automatically continuing the contract period from term to term.
3. Requiring or stating the terms of the Vendor's Contract Form shall prevail over the terms of the Purchase Order or this Addendum in the event of conflict.
4. Requiring the application of the law of any state other than Texas in interpreting or enforcing the Agreement, or resolving any dispute under the Agreement. The Agreement and the obligations of the parties shall be construed and enforced in accordance with the laws of the State of Texas.
5. Releasing the Vendor or any other entity or person from its legal liability, or limiting liability, for unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.
6. Requiring any total or partial compensation or payment for lost profit or liquidated damages by A&M-Commerce if the Agreement is terminated before the end of the contract term.
7. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Texas.
8. Binding A&M-Commerce to any arbitration provision or to the decision of any arbitration board, commission, panel or other entity.
9. Obliging A&M-Commerce to pay costs of collection or attorneys' fees.
10. Requiring A&M-Commerce to provide warranties.
11. Obliging A&M-Commerce to indemnify, defend or hold harmless any party.
12. Granting a security interest in A&M-Commerce's property or placing a lien on A&M-Commerce's property.

Miscellaneous Provisions:

Payment Terms: Payment will be made upon submittal and approval of a valid invoice. A&M-Commerce shall make payment in accordance with Chapter 2251 of the Texas Government Code. It is the policy of the State of Texas to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice. Vendor agrees that, to the extent Vendor owes any debt or delinquent taxes to the State of Texas, any payments or other amounts Vendor is otherwise owed under this Contract shall be applied toward the debt or delinquent taxes until the debt or delinquent taxes are paid in full. Vendor agrees to comply with all applicable laws regarding satisfaction of debts or delinquencies to the State of Texas.

Alternative Dispute Resolution: The dispute resolution process provided for in Chapter 2260 shall be used, as further described herein, to attempt to resolve a claim for breach of contract asserted by the Vendor under the Agreement. If the Vendor's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, it shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Vendor shall submit written notice, as required by Chapter 2260, to the Vice President of Business Administration or his or her designee. The notice shall also be given to the individual identified in the Agreement for receipt of notices. Compliance by the Vendor with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.

Mandatory Venue: The substantive laws of the State of Texas (and not its conflicts of law principles), USA, govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates. Pursuant to Section 85.18 (b), Texas Education Code, venue for a state court suit filed against The Texas A&M University System, any member of The Texas A&M University System, or any officer or employee of The Texas A&M University System is in the county in which the primary office of the chief executive officer of the system or member, as applicable, is located. At execution of this Agreement, such county is Hunt County, Texas. Venue for any suit brought against The Texas A&M University System in federal court must be in the Houston Division of the Southern District of Texas.

Tax Exempt Status: As an agency of the State of Texas, A&M-Commerce is tax exempt in the State of Texas. Tax exemption certification will be furnished upon request.

Loss of Funding: Performance by A&M-Commerce under the Agreement may be dependent upon the appropriation and allotment of funds from federally funded programs and/or by the Texas State Legislature (the "Legislature"). In the event a curtailment of federally funded programs occurs, or in the event state appropriations are unavailable, then A&M-Commerce will issue written notice to the Vendor and A&M-Commerce may terminate the Agreement without further duty or obligation hereunder. The Vendor acknowledges that appropriation of funds is beyond the control of A&M-Commerce.

Non-Waiver: The Vendor expressly acknowledges A&M-Commerce is an agency of the State of Texas and nothing in the Agreement will be construed as a waiver or relinquishment by A&M-Commerce of its right to claim such exemptions, privileges, and immunities as may be provided by law. Neither the execution of the Agreement by TAMUC nor any other conduct, action, or inaction of any representative of A&M-Commerce relating to the Agreement constitutes or is intended to constitute a waiver of A&M-Commerce's or the State's sovereign immunity to suit.

Child Support Certification: Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this Agreement, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Franchise Tax Certification: If the Vendor is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then the Vendor certifies that it is not currently delinquent in the payment of any franchise taxes or that the Vendor is exempt from the payment of franchise taxes.

Public Information:

- A. Vendor acknowledges that A&M System is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
- B. Upon A&M System's written request, Vendor will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of A&M System.
- C. Vendor acknowledges that A&M System may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.
- D. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this agreement and the Vendor agrees that the agreement can be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

Force Majeure: Neither party is required to perform any term, condition, or covenant of the Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

Entire Agreement: This Addendum and the Vendor's Contract Form constitute the entire Agreement between the parties and may not be waived or modified except by a written agreement signed by the parties.

Savings Clause: If a court of competent jurisdiction finds any provision of this Addendum and the Vendor's Contract Form illegal, ineffective or beyond contractual authority of either party, then the offending provision will be stricken and the remainder of the agreement between the parties will remain in effect.

Prohibited Use Of Appropriated Or Other Funds Under Control Of State Agency; Lobbying: The Vendor represents and warrants that ordering entities' payments to the Vendor and Vendor's receipt of appropriated or other funds under any of this or any resulting agreement are not prohibited by Texas Government Code, Section 556.005 or Section 556.008.

Conflicts Of Interest: By executing this Agreement, Contractor and each person signing on behalf of Contractor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of the A&M System or the A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by the A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

Prohibition On Contracts With Companies Boycotting Israel: To the extent that Texas Government Code, Chapter 2270 applies to this Agreement, Vendor certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Contractor Certification Regarding Business With Certain Countries And Organizations: Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Vendor certifies Vendor (1) is not engaged in business

with Iran, Sudan, or a foreign terrorist organization. Vendor acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Prohibition On Contracts Related To Persons Involved In Human Trafficking: Under Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Records Retention: Vendor will preserve all contracting information, as defined under Texas Government Code, Section 552.003 (7), related to the Agreement for the duration of the Agreement and for seven years after the conclusion of the Agreement.

Not Eligible for Rehire: Vendor is responsible to ensure that employees participating in work for any A&M System member have not been designated by the A&M System as Not Eligible for Rehire as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this agreement.

Access to Agency Data

Pursuant to Section 2054.138, *Texas Government Code*, Vendor shall implement and maintain appropriate administrative, technical, and physical security measures, including without limitation, [the security controls attached hereto as Exhibit ____, as may be amended from time to time] [the security controls available at _____, as may be amended from time to time] (the “Security Controls”), to safeguard and preserve the confidentiality, integrity, and availability of [MEMBER’s] data. [CONTRACTING PARTY] shall periodically provide TAMUC with evidence of its compliance with the Security Controls within thirty (30) days of TAMUC’s request.


Cloud Computing Services

As of the Effective Date, Vendor represents and warrants that it complies with the then-current requirements of the risk and authorization management program established by the Texas Department of Information Resources (“RAMP”). Pursuant to Section 2054.0593, *Texas Government Code*, Vendor shall maintain RAMP compliance and certification, as may be amended from time to time, throughout the Term, including any renewal term of this Agreement. Vendor shall provide TAMUC with evidence of its RAMP compliance and certification within thirty (30) days of TAMUC’s request and at least thirty (30) days prior to the start of any renewal term of this Agreement.

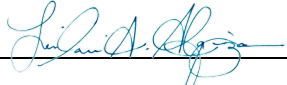
To the extent the language in this Addendum is in conflict with any language in the Vendor's Contract Form, the language in this Addendum will control.

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed, intending thereby to be legally bound.

For the Vendor:

By: 
Name: Kristine Anagnostis
Title: Director of Sales & Marketing
Date: 07/01/2022

Texas A&M University – Commerce:

By: 
Name: Leilani A. Alquiza
Title: Contract Administrator
Date: 7/5/2022