

Revised Purchase Order**Sales Tax Exemption**

East Texas A&M University 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 East Texas A&M University.

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.	Revision Date
Apr 11, 2025	AB1017064	4	Apr 24, 2025
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	
sdb - Barnes, Sandy	sandy.barnes@tamuc.edu	903.468.3000	
Customer Contact:			
Name:		Mariana Foster	
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 East Texas A&M University'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-East Texas A&M University (21)
FOB / FREIGHT	Destination	Attn:	Mariana Marcos
Pre-Pay & Add	No	Trio Programs	
Payment Terms	0, Net 30	Room	301A
Contract Number - Header	C2025-18931	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 Dallas Roc...

East Texas AM Uni...

hotelExemptTax ET...

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 East Texas A&M University 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.
536	Terms & Conditions - ETAMU	This purchase shall be in accordance with the East Texas A&M University terms and conditions. To obtain, please go to the following address: https://www.tamuc.edu/vendor-information/?redirect=none

Line No.	Product Description	Catalog No.	Size / Packaging	Unit Price	Quantity	Ext. Price
1 of 2	The Trio Student Support Services will host the student leadership conference at the Hilton Dallas/Rockwall Hotel Due on August 14 -16, 2025 due now	N/a	EA	6,307.50 USD	1 EA	6,307.50 USD
2 of 2	The Trio Student Support Services will host the student leadership conference at the Hilton Dallas/Rockwall Hotel on August 14-16, 2025.	N/a	EA	25,230.00 USD	1 EA	25,230.00 USD
Total						31,537.50 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>East Texas A&M University</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>

HOTEL CONTRACT ADDENDUM

This addendum ("Addendum") amends and supplements the standard contract and/or purchase order form ("Hotel Contract") provided by **Hilton Dallas/Rockwall Lakefront Hotel** entered into between **East Texas A&M University**, a member of The Texas A&M University System ("A&M System") and an agency of the State of Texas ("**MEMBER**"), and the **Hotel** located at **2055 Summer Lee Drive Rockwall, TX 75032**. All terms used herein and not otherwise defined shall have the same meaning as in the Hotel Contract. This Addendum is incorporated into the Hotel Contract and in the event of any conflict in the terms of the Hotel Contract and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control. **MEMBER** and **Hotel** may be individually referred to as "Party" or collectively referred to as "Parties." Both Parties agree that the Hotel Contract is hereby amended and supplemented as follows:

1. This Addendum is incorporated into the Hotel Contract and in the event of any conflict in the terms of the Hotel Contract and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control.
2. None of the provisions listed below, if they appear in the Hotel Contract, have any effect or are enforceable against **MEMBER**:
 - a. Requiring **MEMBER** to maintain any type of insurance either for **MEMBER's** benefit or for the **Hotel's** benefit.
 - b. Renewing or extending the Hotel Contract beyond the contract term or automatically continuing the contract period from term to term.
 - c. Requiring or stating the terms of the Hotel Contract shall prevail over the terms of the purchase order or this Addendum in the event of conflict.
 - d. Requiring the application of the law of any state other than Texas in interpreting or enforcing the Hotel Contract, or resolving any dispute under the Hotel Contract. The Hotel Contract and the obligations of the parties under this Hotel Contract shall be construed and enforced in accordance with the laws of the State of Texas.
 - e. Releasing the **Hotel** 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.
 - f. Requiring any total or partial compensation or payment by **MEMBER** for damages in excess of the actual losses incurred by the **Hotel** if the Hotel Contract is terminated before the end of the contract term.
 - g. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Texas.
 - h. Binding **MEMBER** to any arbitration provision or to the decision of any arbitration board, commission, panel or other entity.
 - i. Obliging **MEMBER** to pay costs of collection or attorneys' fees.
 - j. Obliging **MEMBER** to indemnify, defend or hold harmless any party.
3. The following language is added to the Hotel Contract:

Cancellation. In the event **MEMBER** must cancel the Hotel Contract, **Hotel** will make every effort to resell the space (including, but not limited to, sleeping rooms, meeting rooms, and/or conference rooms)

reserved by **MEMBER** in order to reduce **MEMBER**'s cancellation/attrition fees. Resold space will be credited to reducing any obligations that **MEMBER** may have incurred. **MEMBER** will not pay any cancellation/attrition fees/liquidated damages until after the departure date. A copy of **Hotel**'s occupancy report, concerning the space reserved by **MEMBER** for the dates cancelled by **MEMBER**, shall be delivered to **MEMBER** within ten (10) business days of departure date.

MEMBER, at any time prior to the arrival date with written notice, may cancel the Hotel Contract without liability or penalty, in the event one or more of the following occur:

- i. A force majeure event as described below, renders either party's performance inadvisable, impossible, or is materially affected. In the event of cancellation under this Item 1, **Hotel** agrees to return any deposits paid by **MEMBER**. In the event **MEMBER** decides to continue with its reserved use of the **Hotel** despite such circumstances, **Hotel** will waive any fees related to a reduced-sized program or event including, but not limited to, any food and beverage attrition fees and space rental.
- ii. There is a change in ownership or management of the **Hotel** prior to the scheduled arrival date.
- iii. **Hotel** enters into bankruptcy proceedings, becomes insolvent or subject to foreclosure, or takes any other like action for the benefit of creditors or debtors prior to the scheduled arrival date.

Direct Bill Account. If there are any charges which accrue and are payable by **MEMBER**, they will be applied to a master account and direct billed. If an existing direct bill account is not already established and on file, **MEMBER** will submit information required to establish a direct bill account prior to the Hotel Contract start date. Under this Hotel Contract, the **MEMBER** credit card shall only be used to secure the room block. All room charges will be paid by each individual reserving a room.

Payment Of Master Account. The outstanding balance of **MEMBER**'s direct bill account, if any, and excluding disputed charges, will be due following the event and payable within thirty (30) days from receipt of invoice. Upon resolution of any disputed charges, **HOTEL** shall invoice such remaining charges to **MEMBER**. Payment of the revised charges shall be payable within thirty (30) days of receipt of invoice. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, *Texas Government Code*.

Payment Terms. All payments required under the Hotel Contract are due and payable on or before thirty (30) days from the date **MEMBER** receives a true and correct invoice for same. Notwithstanding the foregoing, all invoices shall be subject to the Texas Prompt Payment laws.

Insurance. The liability of the A&M System and its members for personal injury and property damage is controlled by the Texas Tort Claims Act, Texas Civil Practice and Remedies Code, Chapter 101, Section 101.021. The limits of liability are \$250,000 for each person, \$500,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property. Following this limited exposure, the A&M System and its members, as state agencies, are protected by the doctrine of sovereign immunity, and as such, is self-insured up to the aforementioned limits.

Governing Law and Venue. The validity of the Hotel Contract and all matters pertaining to this Hotel Contract, including but not limited to, matters of performance, nonperformance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against **MEMBER** shall be in the county in which the primary office of the chief executive officer of **MEMBER** is located.

Tax Exempt Status. As an agency of the State of Texas, **MEMBER** is tax exempt in the State of Texas. Tax exemption certification will be furnished upon request.

State Auditor's Office. **Hotel** understands that acceptance of funds under this Hotel Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. **Hotel** agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. **Hotel** will include this provision in all contracts with permitted subcontractors.

Dispute Resolution. To the extent that Chapter 2260, *Texas Government Code*, is applicable to this Hotel Contract, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by **MEMBER** and **Hotel** to attempt to resolve any claim for breach of contract made by **Hotel** that cannot be resolved in the ordinary course of business. **Hotel** shall submit written notice of a claim of breach of contract under this Chapter to the Contracts Officer of **MEMBER**, who shall examine **Hotel's** claim and any counterclaim and negotiate with **Hotel** in an effort to resolve the claim. This provision and nothing in this Hotel Contract waives **MEMBER's** sovereign immunity to suit or liability and **MEMBER** has not waived its right to seek redress in the courts.

Notices. Any notice required or permitted under this Hotel Contract must be in writing, and shall be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally.

MEMBER and **Hotel** can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

MEMBER: East Texas A&M University
2600 S. Neal St., Commerce TX 75428
Attention: Travis Ball, Chief Procurement Officer
Phone: 903-886-5060
Email: Travis.Ball@tamuc.edu

HOTEL: Hilton Dallas/Rockwall Lakefront Hotel
2055 Summer Lee Drive Rockwall, TX 75032
Attention: Sonja Avramov
Phone: 214-771-3700
Email: sonja.avramov@hilton.com

Force Majeure. Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Hotel Contract for failure or delay in fulfilling or performing any obligation under this Hotel Contract if and to the extent such failure or delay is caused by or results from causes beyond the affected party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

Non-Assignment. Hotel shall neither assign its rights nor delegate its duties under this Hotel Contract without the prior written consent of **MEMBER**.

Entire Agreement. This Addendum and the **Hotel's** Contract Form constitute the entire and only agreement between the parties hereto and supersedes any prior understanding, written or oral agreements between the parties, or "side deals" which are not described in this Hotel Contract. This Hotel Contract may be amended only by a subsequent written agreement signed by authorized representatives of both parties.

Authority to Contract: Each party represents and warrants that it has full right, power and authority to enter into and perform its obligations under this AgreementHotel Contract, and that the person signing this AgreementHotel Contract is duly authorized to enter into this AgreementHotel Contract on its behalf.

Use of Name. Each party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that party. Neither party may use the Marks of the other without the advance written consent of that party, except that each party may use the name of the other party in factual statements that, in context, are not misleading.

Severability. In case any one or more of the provisions contained in this Hotel Contract shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Hotel Contract shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Hotel Contract that are required by changes in federal or state law or regulations are automatically incorporated into the Hotel Contract without written amendment hereto and shall become effective on the date designated by such law or by regulation.

Limitations. As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of **MEMBER** to enter into certain terms and conditions of this Hotel Contract, including, but not limited to, those terms and conditions relating to liens on **MEMBER's** property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring

legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Terms and conditions related to the Limitations will not be binding on **MEMBER** except to the extent authorized by the Constitution and the laws of the state of Texas. Neither the execution of this Hotel Contract by **MEMBER** nor any other conduct, action, or inaction of any representative of **MEMBER** relating to this Hotel Contract constitutes or is intended to constitute a waiver of **MEMBER's** or the state's sovereign immunity.

Compliance with Laws. Each Party hereto shall comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this Hotel Contract.

Public Information. Hotel acknowledges that **MEMBER** 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 Hotel Contract, as well as any other disclosure of information required by applicable Texas law. Upon **MEMBER's** written request, **Hotel** will promptly provide specified contracting information exchanged or created under this Hotel Contract for or on behalf of **MEMBER** to **MEMBER** in a non-proprietary format acceptable to **MEMBER** that is accessible by the public. **Hotel** acknowledges that **MEMBER** may be required to post a copy of the fully executed Hotel Contract on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*. The requirements of Subchapter J, Chapter 552, *Texas Government Code*, may apply to this Hotel Contract and **Hotel** agrees that this Hotel Contract can be terminated if **Hotel** knowingly or intentionally fails to comply with a requirement of that subchapter.

Payment of Debt or Delinquency to the State. Pursuant to Section 2107.008 and 2252.903, *Texas Government Code*, **Hotel** agrees that any payments owing to **Hotel** under the Hotel Contract may be applied directly toward certain debts or delinquencies that **Hotel** owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

Delinquent Child Support Obligations. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. Under Section 231.006, *Texas Family Code*, **Hotel** certifies that it is not ineligible to receive the payments under this Hotel Contract and acknowledges that this Hotel Contract may be terminated and payment may be withheld if this certification is inaccurate.

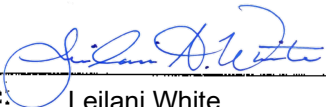
Franchise Tax Certification. If the **Hotel** is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then the **Hotel** certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that the **Hotel** is exempt from the payment of franchise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

Certification Regarding Business with Certain Countries and Organizations. **Hotel** represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, *Texas Government Code*. **Hotel** acknowledges this Hotel Contract may be terminated immediately if this certification is inaccurate.

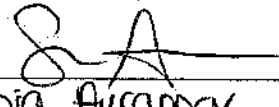
Conflict of Interest. Hotel certifies, to the best of its knowledge and belief, that no member of the A&M System Board of Regents, nor any employee of **MEMBER** or A&M System, has a direct or indirect financial interest in **Hotel** or in the transaction that is the subject of the Agreement.

ACCEPTED & AGREED:

East Texas A&M University

By: 
Name: Leilani White
Title: Contract Administrator
Date: 3/5/2025

Hilton Dallas/Rockwall Lakefront Hotel

By: 
Name: Sonja Avramov
Title: Sales Manager
Date: March 3, 2025



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

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

DESCRIPTION OF GROUP AND EVENT

ORGANIZATION: East Texas A&M University
NAME OF EVENT: Trio 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 **East Texas A&M University** 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 **70** (“Total Room Nights”) as follows:

		Thu 08/14/2025		Fri 08/15/2025	
		Rooms	Rate	Rooms	Rate
Standard Guestrooms	S	35	\$189.00	35	\$189.00

Hotel room rates are subject to applicable federal, state, municipal or other taxes, fees or assessments. Currently, the hotel occupancy taxes and fees are **13.53% (subject to change without notice)**. Group room rates are available for **Thursday, August 14, 2025 - Saturday, August 16, 2025**.

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E-Signed

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CONCESSIONS

Hotel agrees to provide Group with the following concessions:

- *One Lake View Suite at the discounted rate of \$189 (prior to occupancy tax).*
- *Complimentary self-parking.*
- *1 per 35 comp.*

PARKING SPECIAL SERVICES

Self-parking is available for \$15/day. Valet parking is offered for \$25.00+/car for overnight or \$15.00+/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 meeting room rental and any guest rooms reserved, whether individual pay or paid to group master, up to 100,000. 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, tax and 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.

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 48 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.



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CUT OFF DATE

Reservations by attendees must be received on or before **Tuesday, July 15, 2025** (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 **\$13,230.00** 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 10 business days prior to Thursday, August 14, 2025. 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



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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.

DIRECT BILLING

Direct Billing may be established with us for this event. Please complete the enclosed Direct Billing application and return it along with the signed contract. Processing of Direct Bill applications takes a minimum of 45 days upon receipt of completed Direct Bill application. If your event takes place within 30 days of contract signature, Direct Billing privileges will not be available. If the application is not approved, you agree that the bill is to be paid by credit card or wire transfer for the entire estimated charges 4 business days prior to arrival. The **Hotel** reserves the right to require advance payments or deposits of all or part of your estimated charges if your credit status changes after initial credit approval.

On receipt and approval of the Direct Billing application, a master account will be set up for this event. All charges posted to your master account should be approved in writing by you or your authorized designee. 25% of the master account will be due as a deposit with the signed contract. We accept all major credit cards and company checks as payment for advanced deposits.

With Direct Billing approval, you agree that the master account will be fully paid within 30 days after receipt of the bill. In the event any charges are disputed, all undisputed amounts will be paid within 30 days. All undisputed charges not paid within 30 days will be subject to interest accruing at the rate of 1.5% per month, or the highest rate permitted by law, until paid.

PRE-PAYMENT BY CHECK OR WIRE TRANSFER

Prepayment by company, cashier's 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 **Monday, February 24, 2025**. 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
Charge	Initial Deposit	Monday, February 24, 2025	\$6,307.50
Charge	Final Deposit (UNLESS DIRECT BILL IS RE APPROVED)	Friday, July 25, 2025	Estimated Remaining Balance

LAN

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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:

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, 08/14/25	11:00 AM - 4:00 PM	Storage	Captain	Special Setup Instructions	35	Waived
Thu, 08/14/25	11:00 AM - 4:00 PM	Meeting	The Amphitheater	Existing Setup	35	Waived
Thu, 08/14/25	12:00 PM - 1:00 PM	Break PM	The Training Center Foyer	Special Setup Instructions	35	Waived
Fri, 08/15/25	7:00 AM - 8:00 AM	Breakfast	The Training Center Foyer	Special Setup Instructions	35	Waived
Fri, 08/15/25	7:00 AM - 1:30 PM	Breakout/Syndicate	Admiral	Special Setup Instructions	35	Waived
Fri, 08/15/25	7:00 AM - 1:30 PM	Breakout/Syndicate	Commodore	Special Setup Instructions	35	Waived
Fri, 08/15/25	7:00 AM - 5:00 PM	Breakout/Syndicate	Captain	Special Setup Instructions	35	Waived
Fri, 08/15/25	7:00 AM - 5:00 PM	Meeting	The Amphitheater	Existing Setup	35	\$350.00
Fri, 08/15/25	11:00 AM - 11:30 AM	Break AM	The Training Center Prefunction	Special Setup Instructions	35	Waived
Fri, 08/15/25	12:00 PM - 1:30 PM	Lunch	The Training Center Foyer	Special Setup Instructions	35	Waived
Sat, 08/16/25	8:00 AM - 9:00 AM	Breakfast	The Training Center Foyer	Special Setup Instructions	35	Waived
Sat, 08/16/25	9:00 AM - 11:00 AM	Breakout/Syndicate	Captain	Special Setup Instructions	35	Waived
Sat, 08/16/25	9:00 AM - 11:00 AM	Breakout/Syndicate	Commodore	Special Setup Instructions	35	Waived
Sat, 08/16/25	9:00 AM - 11:00 AM	Breakout/Syndicate	Admiral	Special Setup Instructions	35	Waived
Sat, 08/16/25	11:00 AM - 12:00 PM	Meeting	The Amphitheater	Existing Setup	35	\$350.00
Sat, 08/16/25	12:00 PM - 2:00 PM	Lunch	Schooner	Special Setup Instructions	35	Waived



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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 a 25.00% taxable service charge.

Food and Beverage, Audio Visual and all miscellaneous fees are subject to 8.25% tax and 25.00% taxable service charge.

FOOD AND BEVERAGE MINIMUM

The guestroom rates and concessions outlined are based on Group's guaranteed expenditure of a minimum of **\$12,000.00** in organized food and beverage, excluding service charges and applicable taxes (Minimum Food and Beverage Revenue).

Should Group fall short of this Minimum Food and Beverage Revenue whether due to a reduction in the size of meeting, drop in attendance, change in food and beverage events, or otherwise, the 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 **\$12,000.00** 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 14, 2025**
- ☐ Signed Banquet Event Orders due **TWO (2) WEEKS PRIOR to Thursday, August 14, 2025**
- ☐ Final Count Due Date **FOUR (4) BUSINESS DAYS PRIOR to Thursday, August 14, 2025**

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 14, 2025**. 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.

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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 25.00% 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.

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.

AUDIO VISUAL NEEDS


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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
- **\$5.00+ guestroom delivery fee per item for generic amenity room drops**
- **\$7.00+ 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

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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 May 15, 2025	\$18,922.50 (75% of total estimated revenue)
Cancellation between May 16, 2025 and August 14, 2025	\$25,230.00 (100% of total estimated revenue)

Total Minimum Anticipated Revenue for this Event is **\$25,230.00**

Room Revenue: **\$13,230.00**

Banquet Food and Beverage Revenue: **\$12,000.00**

Meeting Room Rental: **\$700.00**

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

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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.

PROMOTIONAL CONSIDERATIONS

Hotel has the right to review and approve any advertisements or promotional materials in connection with Group's Event that specifically reference the name of the Hotel or a name or logo owned by a subsidiary of Hilton Worldwide, Inc., including, but not limited to: Hilton, Hilton Hotels & Resorts, Home2 Suites by Hilton, Hilton Grand Vacations, Hampton Inn, Hampton Inn & Suites, Doubletree, Conrad, Homewood Suites by Hilton, Embassy Suites Hotels and the Waldorf Astoria Collection. Group agrees that we may share Group's meeting and meeting planner information with our third party providers who offer support services to groups holding events at our Hotel, including audio/visual services, decorators, florists, and others.

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ACCEPTANCE

Please sign and return a copy of this Agreement by Friday, February 21, 2025. 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 **East Texas A&M University** have agreed to and have executed this agreement by their authorized representatives as of the dates indicated below.

<div> <div>E-Signed : 03/05/2025 09:22 AM CST</div> <div><i>Leilani A White</i></div> <div>leilani.white@tamuc.edu IP: 68.232.26.160</div> <div>Sertifi Electronic Signature</div> <div>DocID: 20250305091742508</div> </div>	<div>_____ 03/05/2025 _____</div> <div>Date: _____</div>
<div> <div>E-Signed : 03/05/2025 09:23 AM CST</div> <div><i>Sonja Avramov</i></div> <div>sonja.avramov@hilton.com IP: 167.187.100.206</div> <div>Sertifi Electronic Signature</div> <div>DocID: 20250305091742508</div> </div>	<div>_____ 03/05/2025 _____</div> <div>Date: _____</div>
<div> <div>E-Signed : 03/05/2025 10:11 AM CST</div> <div><i>Stacey Jackson</i></div> <div>stacey.jackson3@hilton.com IP: 167.187.100.205</div> <div>Sertifi Electronic Signature</div> <div>DocID: 20250305091742508</div> </div>	<div>_____ 03/05/2025 _____</div> <div>Date: _____</div>

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