#### AM07 - Texas A&M AgriLife

**Extension Service**

**Purchase Order**

**Purchase Order Number**

AM07-16-P011718

SHOW THIS NUMBER ON ALL PACKAGES, INVOICES AND SHIPPING PAPERS.

**Vendor Number:** 00042155  
La Torretta Lake Resort & Spa  
600 La Torretta Blvd  
Montgomery, TX 773565309

**Vendor:** TEXAS WILDLIFE SERVICES - ARTF - Kristi Smith  
WILDLIFE & FISHERIES  
210 Nagle Hall  
2258 TAMU  
COLLEGE STATION, TX 778432258  
USA  
Email: wfsc-accounting@agnet.tamu.edu  
(979) 845-5777

INVOICING VENDOR SHALL SUBMIT AN ITEMIZED INVOICE SHOWING PURCHASE ORDER NUMBER. IF YOUR INVOICE IS NOT PROCESSED AS INSTRUCTED, PAYMENT MAY BE DELAYED.

**Payment Terms:** Net 30  
**Shipping Terms:** F.O.B., Destination  
**Freight Terms:** Freight Allowed  
**Delivery Calendar Day(s) A.R.O.:** 0

**Solicitation (Bid) No.:**

**Item # 1**  
Class-Item 971-30  
Deposit:  
$2,000.00 taken from lodging total

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit Price</th>
<th>UOM</th>
<th>Discount %</th>
<th>Total Discount Amt.</th>
<th>Tax Rate</th>
<th>Tax Amount</th>
<th>Freight</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00</td>
<td>$2,000.00</td>
<td>EA</td>
<td>0.00 %</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>$2,000.00</td>
</tr>
</tbody>
</table>

**Item # 2**  
Class-Item 971-30  

Lodging Balance

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit Price</th>
<th>UOM</th>
<th>Discount %</th>
<th>Total Discount Amt.</th>
<th>Tax Rate</th>
<th>Tax Amount</th>
<th>Freight</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00</td>
<td>$50,400.00</td>
<td>EA</td>
<td>0.00 %</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>$50,400.00</td>
</tr>
</tbody>
</table>
### Item # 3

**Class- Item 961-15**

**Catering**

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Unit Price</th>
<th>UOM</th>
<th>Discount %</th>
<th>Total Discount Amt.</th>
<th>Tax Rate</th>
<th>Tax Amount</th>
<th>Freight</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
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<td>$55,000.00</td>
<td>EA</td>
<td>0.00 %</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
<td></td>
<td>$55,000.00</td>
</tr>
</tbody>
</table>

### Item # 4

**FOR PAYMENT PURPOSES ONLY - CONFERENCE EXPENSE**

2016 Texas A&M Master Naturalist Conference  
October 21, 2016 - October 23, 2016

| TAX:    | $0.00 |
| FREIGHT:| $0.00 |
| TOTAL:  | $107,400.00 |

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED BY THE TEXAS A&M UNIVERSITY AGENCY PROCUREMENT OFFICE PRIOR TO SHIPPING.

The State of Texas is Exempt from all Federal Excise Taxes. State and City Sales Tax Exemption Certificate: The A&M System claims an exemption from taxes under Chapter 20, Title 122A Revised Civil Statutes of Texas for purchase of tangible personal property described in this order, purchased from Vendor listed above as this property is being secured for the exclusive use of the State of Texas.

The Terms and Conditions of the State shall prevail.

FAILURE TO DELIVER: If the Vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies and equipment elsewhere, and charge the increase in price and cost of handling to the Vendor. No substitution or cancellations permitted without prior approval of The Texas A&M University System.

STATE OF TEXAS AND THE TEXAS A&M UNIVERSITY SYSTEM TERMS AND CONDITIONS APPLY.

APPROVED

By: LINDSAY WEBER  
Phone#: (979) 845-2898  
BUYER
This Agreement is made and entered into as of execution date between Interstate Management Company, LLC, as agent for TP Property LLC, d/b/a La Torretta Lake Resort & Spa (hereinafter referred to as “Hotel”) and Texas A&M Agrilife Extension Service (hereinafter referred to as “Group”). Group agrees the terms of this Agreement are based upon the information provided by Texas A&M Master Naturalist below. In the event the information provided by Group materially changes or is incorrect, then this Agreement may be terminated pursuant to Section 5.

SECTION ONE: DESCRIPTION OF THE EVENT

CLIENT: Texas A&M Agrilife Extension Service
Contact: Ms. Mary Peart Meuth
Address: 102 Nangle Hall, 2258
         College Station, TX 77843
Market Segment: SMERFE-Education
Agency on Record: Prestige Global Meeting Source

RESORT CONTACT:
Sales Manager: Ashley Doyle
Property Address: 600 La Torretta Blvd.
                 Montgomery, TX 77356
Phone: 936-449-3081
Fax: 936-449-3230
Email: ad Doyle@lakoretta.lakeresort.com

NAME OF EVENT: Texas A&M Master Naturalist 17th Annual Meeting
PROGRAM DATES: Friday, 10/21/16 - Sunday, 10/23/16

SECTION TWO: GUEST ROOM RESERVATIONS

2.1 GUEST ROOM ACCOMMODATIONS:
The Hotel agrees to hold the following block of rooms. Unless as indicated in this Agreement, Hotel does not guarantee any particular rooms nor does it guarantee rooms will be in proximity to each other.

<table>
<thead>
<tr>
<th>Run of House</th>
<th>Package</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/21/16</td>
<td>EP</td>
<td>$131.00</td>
</tr>
<tr>
<td>10/22/16</td>
<td>EP</td>
<td>$131.00</td>
</tr>
</tbody>
</table>

Minimum Guestroom Occupancy: 2 guests per bed

CUT OFF DATE: After 09/30/2016, rooms not covered by a rooming list or individual reservations, as provided in Section 2 hereof, shall be released from Group’s room block and Hotel may contract with other parties for the use of such rooms. Hotel will continue to accept reservations from Group’s attendees after that date at the prevailing room rate, subject to availability. The release of rooms after the cut-off date does not release Group from its contracted obligation.

2.2 GUEST ROOM RATES:
EP OVERNIGHT RATES: (Daily rate quoted per room, per day)
$131.00 Resort Guest Room, King; per room per night
$131.00 Resort Guest Room, 2 Double Beds; per room per night

We are pleased to offer a 2-day pre & post room rate of $131.00 for attendee’s staying additional nights outside of the meeting.
dates. Pre & Post rooms not contracted will be subject to Resort availability, and billed to the individual, not the Master Account.

Hotel room rates are subject to applicable state and local taxes, currently 13% (Group is tax exempt). Since Group is exempt, it must present all documentation required by Hotel and pay in the manner specified by Hotel. When Group is claiming tax-exempt status, Group hereby accepts all liability and agrees to indemnify Hotel for all taxes paid and all costs incurred, including attorney fees, if a taxing authority requires that the Hotel remit tax for the room nights covered by this Agreement. Otherwise, Group will be charged all applicable taxes.

A referral fee will be paid by La Torretta Lake Resort to Prestige/Global Meeting Source. Be assured this referral fee was not added to the client room rate. La Torretta values our sales partner relationships and appreciates the confidence they place in us by referring their valuable clients to us.

Check-in time is (Requested 1pm check in Friday, October 21st) 4:00 pm; Check-out time is 11:00 am (Requested 1pm checkout Sunday, October 23rd); Luggage storage available upon request. Late check-out requests must be approved by the front desk and are subject to an additional $100. After 2:00 pm any guests remaining in their rooms will be charged (1) one full night's room and tax to the individual.

Resort fee: A WAIVED resort fee will apply per room per night. Resort fee includes 24hr Internet access, unlimited local phone calls, all incoming faxes, in-room coffee, tea and access to all of the resort activities.

Parking fee: Valet parking is offered at $15.00 daily, per vehicle. (Excludes sales tax of 8.25%). Self-Parking is offered complimentary.

SPECIAL CONCESSIONS:
Based on 80% pick-up of guestroom block, we are pleased to offer the following concessions as an added value to your program. Should Texas A&M Master Naturalist not meet the 80% requirement the Resort reserves the right to adjust or remove any concessions noted below.

- 10% Rebate on the sleeping room revenue to be credited back to the Master Account
- Complimentary 1/40 (Cumulative)
- Waived resort fee (Usually $20.00/room/night)
- Complimentary upgrade to Presidential suite at the group rate
- Complimentary upgrade to the Executive suite at the group rate
- Complimentary meeting room and sleeping room WiFi
- Meeting room rental waived with $55,000.00 F&B minimum
- Discounted F&B menu price (Breakfast $18/Lunch $22/Dinner $28)
- Requested early check-in on Friday at 1pm and requested late check-out on Sunday at 2pm

2.3 RESERVATIONS:
INDIVIDUAL RESERVATIONS: The resort is pleased to offer the use of our online reservations system GroupMAX powered by Passkey. All reservations will be made, modified or canceled by individuals on-line at a URL to be established approximately 72-hours after your contracted is executed. Reservations must be made before 09/30/2016 in order to be eligible for the group rate. The resort will be able to supply a username and password to provide the event planner with 24/7 on-line access to the group's information and reports via the Planner Dashboard.

Individual's room rate and applicable taxes (Groups tax exempt) will be billed to the master account and individual incidentals will be billed to the individual. Please note if we do not receive reservation commitments by the cut-off date, we may release the guestrooms for re-sale; however the terms of the guestroom commitment minus any attrition exercised will apply.

SECTION THREE: EVENT SERVICES, FOOD & BEVERAGE

3.1 EVENT SERVICES:

Texas A&M Master Naturalist - Contract Agreement | La Torretta Lake Resort & Spa

Clients Initials

Resort Initials
### Agenda

<table>
<thead>
<tr>
<th>Friday</th>
<th>Time</th>
<th>Location</th>
<th>Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/21/2016</td>
<td>10:00 AM</td>
<td></td>
<td>Breakfast</td>
</tr>
<tr>
<td>10/21/2016</td>
<td>10:00 AM</td>
<td></td>
<td>Meeting</td>
</tr>
<tr>
<td>10/21/2016</td>
<td>10:00 AM</td>
<td></td>
<td>Breakout</td>
</tr>
<tr>
<td>10/21/2016</td>
<td>10:00 AM</td>
<td></td>
<td>General Session</td>
</tr>
<tr>
<td>10/21/2016</td>
<td>10:00 AM</td>
<td></td>
<td>Group Breakout</td>
</tr>
<tr>
<td>10/21/2016</td>
<td>10:00 AM</td>
<td></td>
<td>Lunch</td>
</tr>
<tr>
<td>10/21/2016</td>
<td>10:00 AM</td>
<td></td>
<td>Dinner</td>
</tr>
</tbody>
</table>

*Meeting room rental waived based on food and beverage minimum of $55,000.00 (exclusive). If minimum is not met, then the remaining balance will be charged to meeting room rental.*
**Meeting space should be considered on a 24 hour hold.**

Hotel agrees to notify client and seek approval before any function space is altered from the contracted space.

If the Group will be arranging for the delivery and set-up of equipment in the event space, the Group must notify Hotel in writing in advance of any delivery and set-up and shall coordinate all such deliveries/set-ups with sufficient advance notice to Hotel. Group will be responsible and shall indemnify Hotel for any damage it (or its employees, agents or contractors) cause to persons or property located at Hotel.

3.2 FOOD & BEVERAGE:

Due to licensing and insurance requirements, all food and beverage to be served on Hotel property must be supplied and prepared by Hotel. In addition, no remaining food or beverage shall be removed from the premises. At the conclusion of the function, such food and beverage becomes the property of Hotel. The resort does not allow the use of charcoal grills.

The Hotel reserves the right to cease service of alcoholic beverages in the event persons under the state mandated age limit are present at the function and attempt to receive service of alcoholic beverages. The Hotel further reserves the right to deny alcoholic beverage service to guests who appear to be intoxicated.

Food and beverage purchases within the resort are subject to an 8.25% sales tax. Banquet food and beverage functions are subject to a 21% service charge, and are subject to state tax (all taxes are subject to change without notice). An additional 5% service charge will be applied to all outdoor banquet functions.

Final menu selections must be submitted to Hotel's Catering Officer at least 30-days in advance; otherwise, items selected cannot be guaranteed. At the time final menu selections are made, Group shall review, approve and initial the final menu. Other than specifically stated in the approved menu (or otherwise agreed in a separate writing signed by Group and the General Manager or his designee), Hotel will not be responsible for any specific dietary requests or requirements.

All meal guarantees must be received 3 working days prior to the function date. Guaranteed attendance for functions scheduled Monday or Tuesday must be received by noon on the preceding Friday. This number will be considered the guarantee and charges will be processed for the number served or the guarantee, whichever is greater. Hotel agrees to set 3 percent over the guaranteed attendance for banquets. Guarantees of attendance are not subject to reduction and Hotel will charge the Group's Master Account, at a minimum, the amount due in accordance with the guaranteed attendance.

SECTION FOUR: ANTICIPATE REVENUE, BILLING, CREDIT PROCEDURES

4.1 TOTAL ANTICIPATED REVENUES:

<table>
<thead>
<tr>
<th>Revenue Type</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Guest Room Revenue</td>
<td>$52,400.00</td>
</tr>
<tr>
<td>Banquet Food and Beverage Revenue</td>
<td>$55,000.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$107,400.00</strong></td>
</tr>
</tbody>
</table>

The total anticipated revenue is considered the minimum revenue due the hotel and does not represent a final total for goods and services. The revenue does not include applicable taxes, service charges, or any other miscellaneous charges incurred.

Group is required to pay Hotel the full revenues, regardless of whether Group actually charges that amount. Group is required to pay Hotel any amounts exceeding these revenues based on services ordered.

4.2 GUESTROOM PAYMENT:

ROOM, TAX & RESORT FEE TO MASTER, INCIDENTALS TO INDIVIDUAL: Group will be responsible for guestroom charges, resort fee and applicable taxes for all attendees (Group is tax exempt). Incidents will be the responsibility of each individual. At the time of check in, an authorization will be placed on each guests’ credit/debit card for the balance due, plus $100 per night for incidentals. Upon check out any unused funds will be returned to the account or credit card based on the
Individual bank process. Depending on the bank or credit card, it may take up to 3-10 business days for a credit to be processed.

4.3 PRE/POST GUESTROOM PAYMENT:

INDIVIDUAL PAY OWN: Attendees will pay their own guestroom charges, resort fee, applicable taxes and incidentals incurred by them at the Hotel. A credit card is required at time of reservation and will be billed the first nights rate in full as a deposit. At the time of check in, an authorization will be placed on each guest's credit/debit card for the balance due, plus $100 per night for incidentals. Upon check out any unused funds will be returned to the account or credit card based on the individual bank process. Depending on the bank or credit card, it may take up to 3-10 business days for a credit to be processed.

4.4 DEPOSIT SCHEDULE:

A non-refundable advance deposit as stated below must be received with the signed contract. All other deposits will be charged to the credit card on file on the date listed. The credit card authorization form must be returned with the signed contract. The final deposit is equal to the estimated current charges, per the event orders, to include applicable service charges and taxes. If you are later approved for direct billing only the initial deposit will be required.

<table>
<thead>
<tr>
<th>Date of Payment</th>
<th>Deposit Due</th>
<th>Amount Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial Deposit</td>
<td>1/22/2015</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Direct Billing Requested</td>
<td>1/24/2016</td>
<td>$10,000.00</td>
</tr>
</tbody>
</table>

4.5 BILLING:

Deposits paid by check.

DIRECT BILL REQUESTED: To request direct billing, the enclosed credit application should be completed in full and returned. Applications must be received along with your signed agreement, otherwise we will assume you will be following the credit card payment plan above.

All accounts are due and payable upon receipt of invoice. Should Texas A&M Master Naturalist dispute any charge on the invoice Texas A&M Master Naturalist shall notify La Torretta Lake Resort & Spa of such disputed charges within (10) days of its receipt of invoice. La Torretta Lake Resort & Spa will respond to disputed charges within (5) days of receipt. Once dispute is settled, payment is due within 30 days. In the event a dispute occurs all undisputed charges are due and payable upon receipt of invoice. A finance charge of 1 ½ % per month is charged on all account past due for more than thirty (30) days. All individual accounts not paid upon checkout will be transferred to the Master Account and be guaranteed by the client named above. If La Torretta Lake Resort & Spa incurs any expense to collect unpaid amounts, Texas A&M Master Naturalist shall pay all costs incurred by La Torretta Lake Resort & Spa to collect past due balances, including collection agency fees, interest, attorney's fees, expenses and costs.

SECTION FIVE: CANCELLATION/MODIFICATION

5.2 GROUP'S CANCELLATION/ATTITRITION:

Group and Hotel have entered into a binding commitment. The Hotel is committed to providing the rooms and services specified in this Agreement and the Hotel has offered special rates and other concessions based upon anticipated revenues for Group's event. The anticipated revenue includes the revenue from the total number of sleeping rooms Group has requested as well as the revenue received from the food and beverage services group may have requested and any ancillary services, such as in-room movies, telephone tolls, room service and other charges (the "Total Anticipated Revenues").

If Group decides to cancel this Agreement, reduce the size of Group's meeting and/or attendance, or reduce the amount of food and beverage services, Group agrees the Hotel will suffer damages. Such damages will be a result of Hotel's inability to offer your unused space or services to another group and for the cost to the Hotel of trying to re-sell these space/services. The exact amount of damages will be difficult to determine. Therefore, Group agrees that the following liquidated damages clause is a reasonable effort by the parties to agree in advance on the amount of damages. It is agreed that these amounts will be due regardless of the Hotel's ultimate ability to re-sell some or all of the space or services. Group agrees that if it cancels this Agreement for any reason, the Hotel will suffer damages. The closer in time the cancellation occurs, the greater the damages will be. Therefore, Group agrees to pay Hotel at the time of cancellation a liquidated damages fee, as follows:

Texas A&M Master Naturalist - Contract Agreement | La Torretta Lake Resort & Spa

Clients Initials: [Signature]
Resort Initials: [Signature]
Attrition: Group has the right to exercise a 20% reduction of guestrooms, per night without penalty as long as Group notifies the hotel in writing no later than the cut-off date of 2016-09-30. Should Group cancel the entire program, attrition will not be applicable in the cancellation formula. Any attrition above the indicated percentage will be assessed at the full rates contained in this contract. Attrition is per night and cumulative.

Should group fall short of attrition and hotel resell the rooms up to 100% occupancy; group will not be responsible for room short fall on that particular day.

Cancellation: Group agrees that if it cancels this Agreement for any reason, the Hotel will suffer damages. The closer in time the cancellation occurs, the greater the damages will be. Therefore, Group agrees to pay Hotel at the time of cancellation a liquidated damages fee, as follows:

Payment is based on the Anticipate Revenue contained in section 4.1. *Tax only payable when required by State Law.

<table>
<thead>
<tr>
<th>Inside 7 days of arrival</th>
<th>100% of total program value &amp; additional spend detailed in event orders</th>
</tr>
</thead>
<tbody>
<tr>
<td>7 to 45 days prior to arrival</td>
<td>100% of total program value</td>
</tr>
<tr>
<td>46 to 60 days prior to arrival</td>
<td>85% of total program value</td>
</tr>
<tr>
<td>61 to 90 days prior to arrival</td>
<td>75% of total program value</td>
</tr>
<tr>
<td>91 to 120 days prior to arrival</td>
<td>60% of total program value</td>
</tr>
<tr>
<td>121 to 179 days prior to arrival</td>
<td>45% of total program value</td>
</tr>
<tr>
<td>180 to 269 days prior to arrival</td>
<td>25% of total program value</td>
</tr>
<tr>
<td>From date of contract signature to 270</td>
<td>15% of total program value</td>
</tr>
</tbody>
</table>

5.3 MULTIPLE CONTRACTS:
Hotel may cancel upon written notice to Group any future events booked by Group, or any entity or person affiliated with Group, whether included in this Agreement or pursuant to any agreements or orders signed prior to or after this Agreement, in any of the following circumstances: (1) Group fails to pay any amounts when due under this Agreement or any other agreement or arrangement with the Hotel; (2) Group causes any damage, in the Hotel’s sole discretion, to the Hotel property or reputation; (3) Group violates, in Hotel’s opinion, any term of this Agreement.

SECTION SIX: MISCELLANEOUS

6.1 SIGNS AND DISPLAYS/USE OF HOTEL NAME:
Group shall not display signs in Hotel nor use the name/logo of the Hotel in any promotional brochures or ads without prior approval of the General Manager of Hotel. It is further agreed that no sign, banner or display shall be affixed to any part of Hotel. Any damages caused to the walls, fixtures or carpet will be billed to Group. The Engineering department can assist with hanging banners from approved areas (Fees may apply based on banner size and hang points).

6.2 SECURITY:
Hotel may, in its sole discretion, suggest Group to take certain security measures in light of the size or nature of the function. which may include the requirement to hire sufficient security personnel from the Hotel. The Hotel may allow Group to retain an outside service that meets required bonding and insurance requirements and is approved by the Hotel. If Group hires an outside service in accordance with the above, Group must provide Hotel with a copy of the agreement, which shall indemnify the Hotel and its owner, and their parent, subsidiary and affiliated companies and their employees, representatives and agent, from and against any liabilities related to the security services.

6.3 SHIPPING AND PACKAGES:
In the event Group will be shipping packages to Hotel, Group must notify Hotel at least one week in advance. All packages sent to Hotel must include the name of Group, date of program and number of items. Shipment should arrive no earlier than three (3) days prior to event. Hotel has no liability for the delivery, security or condition of the packages.

6.4 AUDIO VISUAL:
La Torretta Lake Resort & Spa is proud to have PSAV as our in-house audio visual department, featuring state-of-the-art

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Texas A&M Master Naturalist - Contract Agreement | La Torretta Lake Resort & Spa

Clients Initials Resort Initials
equipment and trained technicians. Audio Visual charges will be billed directly to the client by PSAV. For groups who choose to bring in their own Audio Visual or select an alternative Audio Visual Supplier, additional fees and guidelines may apply (i.e. audio patch fees, electrical patch fees, labor fees, etc.). Please contact your Conference Planning Manager for PSAV’s guidelines. For groups on a package, with less than 21 guest suites per night or less than 21 meeting attendees, an additional fee of $150.00 per day will apply. Package inclusions are limited to the specified components (designated in section 3.1) for the General Session room ONLY. Any additional meeting rooms and AV requirements, including extension cords, will be billed by and based upon the prevailing rates set by PSAV.

PSAV will offer a special reduced package based on previous conversations with client. Current estimate for A/V needs is $9,970.00. This number should be seen as an estimate and not a final price. Please see Appendix A for full list of inclusions.

6.5 RECREATION:
All recreation is subject to a 72-cancellation policy. Any cancellation made after that time will be billed to the Individual at 100%.

Golf Dress Attire: Conventional golf attire must be worn at all times on the golf course and in practice areas. Members are responsible for ensuring their guests comply with these guidelines. For men, acceptable attire includes slacks, walking shorts, and sleeved shirts with collars. For women acceptable attire includes slacks, golf skirts, and walking shorts. Ladies shirts are not required to have sleeves; however, sleeveless shirts must have collars. Shirts must be tucked in at all times. Bathing suits, cut-offs, tatter tops, tank tops, gym shorts, sweat or warm-up suits and jeans are not acceptable. Skirts should not be removed at any time.

Only soft spike golf shoes may be worn on the course and practice areas. Metal spikes, jagged or ribbed soles, running or sport shoes may not be worn on the golf course. The golf shop staff and Management are responsible for the interpretation and enforcement of the dress code. If the attire is deemed unacceptable, Members and guests may be asked to leave the property. Repeated non-compliance with these guidelines may result in loss of privileges.

6.6 HOTEL CONTACT/NOTICES:
All notices, offers, acceptances, requests and other communications hereunder shall be in writing and shall be deemed to be delivered if hand delivered or sent by Federal Express, or certified or registered mail to the Group contact on the first page of this Agreement, or, if to Hotel, to the following address: 800 La Torretta Boulevard, Montgomery, Texas 77356 Attn: Ashley Dovel. Hotel may change Hotel’s designated contact at any time upon notice. Hotel will not be bound by any notice unless delivered to Hotel in the manner specified herein.

6.7 ADA COMPLIANCE:
La Torretta Lake Resort & Spa certifies that it complies with its obligations as a public accommodation under the Americans with Disabilities Act ("ADA"), including its obligation to provide accessible facilities and its facilities are accessible to persons with disabilities.

SECTION SEVEN: GENERAL PROVISIONS

7.1 DAMAGE CLAUSE:
In the event that damage to any Hotel property occurs as a result of any guest related to Group, Group assumes all liability and expense and agrees that, in addition to any other rights as against such guest or others, Hotel may charge Group’s Master Account or directly bill Group for all such charges. Group shall indemnify, defend and hold harmless Hotel and its officers, directors, partners, affiliates, members and employees from and against all demands, claims, damages to persons and/or property, losses and liabilities, including reasonable attorney fees (collectively "Claims") arising out of or caused by Group’s negligence or intentional misconduct. Group does not waive, by reason of this paragraph, any defense that it may have with respect to such Claims.

7.2 GROUP’S PROPERTY:
Group agrees Hotel will not be responsible for the safe-keeping of equipment, supplies, written material or other valuable items left in function rooms, guest rooms or anywhere on Hotel property other than the Hotel safe. State laws will govern Hotel’s liability for items stolen in guestrooms or items kept in Hotel’s safe. Group is responsible for securing any such
7.3 INSURANCE:
Property of Group is the sole responsibility of the Group and/or its owner. Group agrees that it has procured sufficient insurance to cover the loss of such property and waives any claims under Hotel's insurance policy for the loss of Group's property or the property of any of its attendees or invitees. See attached letter.

7.4 FORCE MAJEURE:
The performance of this Agreement is subject to any circumstances making it illegal or impossible to provide or use Hotel facilities, including Acts of God, war, government regulations, disaster, strikes, civil disorder or curtailment of transportation facilities. This Agreement may be terminated for any one of the above reasons by written notice from Hotel.

7.5 DISPUTE RESOLUTION:
Hotel and Group agree to use its best efforts to resolve any disputes under this Agreement through informal means. In the unlikely event that formal action must be taken, this Agreement will be interpreted in accordance with the laws of the State in which the Hotel is situated and the exclusive venue for any dispute arising out of this Agreement shall be in the county or city in which the Hotel is situated. The prevailing party to any litigation shall be entitled to recover, in addition to damages, all legal costs and reasonable attorney fees as fixed by the Court, both at the trial and appellate levels, and in any bankruptcy case and post judgment proceedings.

To the extent allowed by law, the parties hereby waive the right to a jury trial in any action or proceeding regarding this Agreement.

7.6 ENTIRE AGREEMENT:
This Agreement and any exhibits hereto constitutes the entire agreement between the parties and supersedes any previous communications, representations or agreements, whether written or oral. Any changes to this Agreement must be made in writing and signed by authorized representative of each party.

7.7 MISCELLANEOUS:
The persons signing this Agreement each warrant that they are authorized to bind the party for which they are signing. Any provision of this Agreement that is deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement.

7.8 NO ASSIGNMENT:
Group may not assign or transfer this Agreement or any part thereof without the written consent of Hotel. Any attempted assignment or transfer by Group without such consent may, at the option of Hotel, be deemed to be a cancellation of this Agreement by Group, in which case Group shall remain liable for all cancellation charges set forth herein.

7.9 PAYMENT:
Payment of all invoices is due upon receipt. Invoices remaining unpaid after 30 days of the invoice date will incur an interest charge of the lesser of 18% or the highest amount allowed by law. Group shall be responsible for all collection and/or attorney fees or other costs in collecting all amounts due hereunder. No payment by Group or receipt by Hotel of a lesser amount than any amount due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any payment shall be deemed an accord and satisfaction, and Hotel may accept such check or payment without prejudice to Hotel's right to recover the balance of all amounts due or pursue any other remedies available to Hotel under this Agreement or in law or in equity.

7.10 COMPLIANCE WITH LAWS:
Group shall comply with all Federal, State and local laws, rules and regulations with respect to its activities on Hotel property, including obtaining any permits required for Group's activities during the event. Hotel may require Group to present proof of such compliance prior to the event. Group relieves upon Group's attendance projections in reserving the appropriate room(s) and in observing all federal, state and local regulations regarding room capacity limitations and health, safety and fire codes. Hotel reserves the right to take all necessary actions to cause the event to be in compliance with all laws, rules and...
regulations, including (1) closing the Event, (2) requiring certain guests to leave the event, (3) restricting access to the event, (4) restricting the consumption of alcoholic beverages, and (5) monitoring the event. If the Hotel decides, in its discretion, to take any of the actions above, it shall do so without penalty and Group shall remain liable for all obligations under this Agreement.

7.11 RIGHT OF INSPECTION/ENTRY: Hotel will have the right to enter and inspect all functions. If Hotel observes any illegal activity or activity that may result in harm to persons or objects, Hotel has the right to immediately cancel the event, in which case all of Group’s guests and invitees must immediately vacate the meeting room premises. In such event, Group will remain liable for all fees and charges related to the function pursuant to the terms of this Agreement.

SECTION EIGHT: ACCEPTANCE OF CONTRACT

Group’s program is being held on a tentative basis. If a signed original of this Agreement has not been received by the Hotel prior to 12/21/2015, Hotel shall have the right to contract with other parties for the use of the room block, meeting room and catering services without further notice to Group. In the event Hotel has a request for the rooms and space requested by Group prior to 12/21/2015, and Hotel has not received Group’s signed Agreement, Hotel will contact the Group for a decision. In such event, if Hotel does not receive Group’s signed Agreement within five (5) business days, Hotel will have the right to contract with another party without any further notice to Group.

IN WITNESS WHEREOF, Hotel and Group have executed this Agreement in manner and form sufficient to bind them as of the date and year set forth on page one of this Agreement:

Interstate Management Company, LLC
AS AGENT FOR TPProperty LLC,
DBA La Torretta Lake Resort & Spa

Texas A&M Master Naturalist

Ashley Doyle
Printed/Typed

Stephen A. Schultze
Printed/Typed

Sales Manager
Title

Asst. Vice Chancellor for Agriculture
Title

Texas A&M AgriLife

Authorized Signature

12/21/2015
Date

LTLR Contract Executor
Title

Authorized Signature

12/21/15
Date

"The parties agree to the terms of the Facilities Use Addendum, which is attached and hereby incorporated for all purposes."

Texas A&M Master Naturalist - Contract Agreement | La Torretta Lake Resort & Spa

Clients Initials
Resort Initials
AG-125E
Texas A&M Agrilife – Administrative Services
Contract Office
(Revised 9/15)

TEXAS A&M AGRILIFE EXTENSION SERVICE
FACILITY USE ADDENDUM

The following terms and conditions are incorporated into and form a part of the agreement ("Agreement") between Texas A&M Agrilife Extension Service ("AGRI-LIFE") a member of the Texas A&M University System ("TAMUS"), an agency of the State of Texas, on behalf of itself; its joints, partners, agents, trustees, successors ("DEPARTMENT") and La Torretta La Casa del Lago, Inc. ("FACILITY") for the event scheduled: 8/18-21, 2013 ("Event").

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.

DIRECT BILL ACCOUNT:
AGRI-LIFE is an agency of the State of Texas and cannot, by state law, make advance payments for goods or services before their delivery to the agency. All charges accrued and payable by AGRI-LIFE will be applied to the master account and direct billed. If an existing direct bill account is not already established and on file, AGRI-LIFE will submit information to establish a direct bill account prior to the Agreement start date. If FACILITY fails to approve a master account for AGRI-LIFE the DEPARTMENT does not make alternative arrangements for payment, this Agreement may be terminated by AGRI-LIFE without any liability or penalty, including cancellation or attrition charges.

PAYMENT ON MASTER ACCOUNT:
The outstanding balance of AGRI-LIFE’s direct bill account, 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, FACILITY shall invoice such remaining charges to AGRI-LIFE. Payment of the revised charges shall be payable within thirty (30) days from receipt of invoice. All past due amounts shall be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, Texas Government Code.

TAX EXEMPT:
AGRI-LIFE, an agency of the State of Texas, is exempt from State of Texas Sales Tax and Federal Excise Tax. Tax Exempt ID number 74-6000537.

CANCELLATION/ATRITION CHARGES:
A. In the event the Agreement requires payment of cancellation fees or attrition charges (for failure to meet minimum room nights or revenue), such fees shall be reasonable and shall not exceed actual damages. FACILITY shall be required to make good faith efforts to mitigate its damages by attempting to resell, on a last room basis, any accommodations subject to cancellation/attrition fees, thereby reducing FACILITY’s damages and AGRI-LIFE’s fees due under the Agreement. Resold space will be credited to reducing any obligations that AGRI-LIFE may have incurred. AGRI-LIFE will not pay any cancellation/attrition fees until after the scheduled departure date. A copy of FACILITY’s occupancy report, concerning the space reserved by AGRI-LIFE for the date cancelled or not used by AGRI-LIFE, shall be delivered to AGRI-LIFE within ten (10) business days of scheduled departure date. AGRI-LIFE reserves the right to audit FACILITY’s records to determine the amount of actual damages resulting from attrition. Any cancellation fee will be waived should AGRI-LIFE reschedule an event of similar size/anticipated income at the FACILITY to arrive within 12 months of the date of the canceled event.

B. AGRI-LIFE, at any time prior to the arrival date with written notice, may cancel the Agreement with FACILITY without liability or penalty, in the event one or more of the following occur:

1. 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, FACILITY agrees to return any deposits paid by AGRI-LIFE. In the event AGRI-LIFE decides to continue with its reserved use of the FACILITY despite such circumstances, FACILITY 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.

2. There is a change in ownership or management of the FACILITY prior to the scheduled arrival date.

3. FACILITY 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.

MANDATORY STATE AGENCY CERTIFICATIONS AND PROVISIONS:
A. ELIGIBILITY CERTIFICATION: Pursuant to Section 2252.903, Texas Government Code, FACILITY certifies it is not ineligible to receive the specified Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.

B. DEBTS OR DELINQUENCIES: Pursuant to Section 2252.903, Texas Government Code, FACILITY agrees that any payments owing to FACILITY under the Agreement may be applied directly toward certain debts or delinquencies that FACILITY owes the State of Texas or any agency of the State of Texas regardless of when it arose, until such debt or delinquency is paid in full.

C. CHILD SUPPORT CERTIFICATION: Pursuant to Section 2251.006, Texas Family Code, the FACILITY certifies that it is not ineligible to receive the specified award or payment(s) under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

INAPPLICABLE PROVISIONS: None of the following provisions, if they appear in the Agreement, shall have any effect.
or be enforceable against AGRILIFE: (i) requiring AGRILIFE to maintain any type of insurance either for AGRILIFE's benefit or for FACILITY's benefit (see below); (ii) renewing or extending the initial Agreement term or automatically continuing or renewing the original Agreement terms; (iii) binding AGRILIFE to any arbitration, to the decision of any arbitration board, commission, panel or other entity, or to any other alternative dispute resolution other than as provided below.

LIMITATIONS: The parties are aware that there are constitutional and statutory limitations on the authority of AGRILIFE (a state agency) to enter into certain terms and conditions of the Agreement, including, but not limited to, authorizations of the placement of liens on AGRILIFE'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 or costs; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any Agreement terms and conditions related to the Limitations will not be binding on AGRILIFE except to the extent authorized by the laws and Constitution of the State of Texas.

LIABILITY AND INSURANCE: It is the stated policy of AGRILIFE not to acquire commercial general liability insurance for tests committed by employees of AGRILIFE who are acting within the scope of their employment. Rather, FACILITY must look to the Texas Tort Claims Act for relief with respect to property damage, personal injury, and death proximately caused by the wrongful act or omission or negligence of AGRILIFE or its employees, acting within the scope of their employment. AGRILIFE does not provide insurance coverage or accept liability for the intentional or negligent acts or omissions of guests, invitees, and other persons not employed by AGRILIFE.

DISPUTE RESOLUTION: To the extent that Chapter 2260, Texas Government Code, is applicable to the Agreement and is not preempted by other applicable law, the dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by AGRILIFE and FACILITY to attempt to resolve any claim for breach of contract made by FACILITY that cannot be resolved in the ordinary course of business. FACILITY shall submit written notice of a claim of breach of contract under this Chapter to the chief business office of AGRILIFE, who shall examine FACILITY's claim and any counterclaim and negotiate with FACILITY in an effort to resolve the claim. The parties specifically agree that (i) neither the execution of the Agreement by AGRILIFE nor any other conduct, action, or inaction of any representative of AGRILIFE relating to the Agreement constitutes or is intended to constitute a waiver of AGRILIFE's or the state's sovereign immunity to suit; and (ii) AGRILIFE has not waived its right to seek redress in the courts.

ADDENDUM CONTROLLING: In the event there is a conflict between the terms and conditions of the Agreement and this Addendum, this Addendum will control.

FORCE MAJEURE: Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform under the Agreement due to causes beyond its reasonable control including, but not limited to, a natural occurrence, acts of God, strikes, epidemics, war, riots, civil unrest, fire, sabotage, acts of terrorism, air space closure, ground stop(s), a U.S. Department of State Travel Warning or any other similar occurrences.

PUBLIC INFORMATION ACT: AGRILIFE is subject to and must strictly comply with the Texas Public Information Act ("TPIA"), Chapter 552, Texas Government Code. In accordance with Section 552.002 of TPIA and Section 2252.907, Texas Government Code, and at no additional charge to AGRILIFE, FACILITY will make any information created or exchanged with AGRILIFE pursuant to the Agreement (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by AGRILIFE that is accessible by the public.

GOVERNING LAW: The Agreement, this Addendum and the applicable statute of limitations for any cause of action brought by or against AGRILIFE pursuant to the Agreement or Addendum will be construed, interpreted, applied, and enforced under the laws of the State of Texas without regard to choice of law principles.

COUNTERPARTS/ELECTRONIC SIGNATURES: This Addendum may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Addendum, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.
TEXAS A&M AGRILIFE PURCHASING & HUB OFFICE
ON BEHALF OF
TEXAS A&M AGRILIFE EXTENSION SERVICE
TEXAS A&M AGRILIFE RESEARCH
TEXAS A&M VETERINARY DIAGNOSTIC LABORATORY

Statement of Probability
HUB SUBCONTRACTING PLAN
Historically Underutilized Business
DECLARATION OF SUBCONTRACTING OPPORTUNITIES

Must be completed by the BUYER and HUB Coordinator when the contracting agency determines no subcontracting opportunities are probable.

In accordance with the Texas Government Code, Chapter 2161, Subchapter F, each state agency that considers entering into a contract with an expected value of $100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract.

State agencies should use the steps outlined in the HUB Rules 1, TAC 20.14 (a) in making the determination of whether subcontracting opportunities are probable under the contract. If subcontracting opportunities are not probable, the agency’s bids, proposals, offers, or other applicable expression of interest will include a “Declaration of Subcontracting Opportunities” attesting that it has determined that subcontracting opportunities are not available under the contract. I, the undersigned authorized representative of the Texas A&M AgriLife Purchasing, have reviewed this solicitation, complied with the steps according to the HUB Rules and have determined to the best of my knowledge and experience that subcontracting opportunities are not probable under this contract.

AM07-16-P011718 – 2016 Texas Master Naturalist Conference Expenses – La Torretta Lake Resort & Spa performs all services in house with the exception of audio/visual and valet services. These services have been contracted out to vendors who have permanent offices established at the resort. (See attached email.)

____________________________
Lindsay Weber
Printed Name of Buyer

____________________________
Signature of Buyer
Date: 2-4-2016

____________________________
Dee Ann Schneider, CTPM
Purchasing and HUB Director
Printed Name of HUB Director

____________________________
Signature of HUB Director
Date: 2-4-2016