

# AM07 - Texas A&M AgriLife Extension Service Purchase Order

P.O. Date: 8/30/2016

Purchase Order Number

AM07-16-P030387

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

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Vendor Number: 00005941  
Hyatt Corporation  
  
2337 S INTERNATIONAL PKWY  
DFW AIRPORT, TX 752619045

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TEXAS AGRILIFE EXT - BLTX - Cathy Schorn  
Attn: Margarita Jones - (979)862-8935  
AGSV-AgriLife Services Bldg BLDG 1536  
RM 104  
578 JOHN KIMBROUGH BLVD  
2251 TAMU  
COLLEGE STATION, TX 778432251  
US  
Email: Cathy.Schorn@ag.tamu.edu  
Phone: (979) 862-8935

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BETTER LIVING FOR TEXANS  
AgriLife Administrative Services (AGSV)  
436  
578 John Kimbrough Blvd  
2147 TAMU  
COLLEGE STATION, TX 77843  
US  
Email: Apinvoices@ag.tamu.edu  
Phone: (979) 845-1586

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

**Please login to Buy A&M to retrieve attachments associated with the Purchase Order.**

Solicitation (Bid) No.:

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

Item # 1  
Class-Item 971-30

BLT/EFNEP Conference in San Antonio, TX- Meals & Lodging  
August 1-4, 2016  
BLT employees and agents.

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 74,875.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 74,875.00

Item # 2

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FOR PAYMENT PURPOSES ONLY  
CONFERENCE EXPENSE

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TAX:	\$ 0.00
FREIGHT:	\$ 0.00
TOTAL:	\$ 74,875.00

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

Email: lrweber@ag.tamu.edu

Phone#: (979) 845-2898

BUYER



HYATT REGENCY SAN ANTONIO  
123 LOSOYA ST

SAN ANTONIO, TX 78205- US

Telephone: (210) 222-1234

Fax: (210) 451-6396

**GROUP SALES AGREEMENT**

Date Prepared: January 29, 2016

Group Contact: Valerie Weber  
Title: Meeting Planner

Organization: ~~XXXXXXXXXXXXXXXXXXXX~~ **Texas A&M AgriLife Extension Service**

Address: ~~4354~~ **2139** TAMU  
College Station, TX 77843

Telephone: (979) 845-2604 Fax: 979-862-4511

E-mail: [vlweber@ag.tamu.edu](mailto:vlweber@ag.tamu.edu)

Function Name: AgriLife Extension Meeting

Cell: 979-229-8783

Official Event Dates: 8/1/2016 Monday - 8/4/2016 Thursday

Hotel Sales Manager: Marilyn Johnson  
Title: Sales Manager

Telephone: (210) 222-1234 Fax: (210) 510-1487

E-mail: [marilynn.johnson@hyatt.com](mailto:marilynn.johnson@hyatt.com)

**Texas A&M AgriLife Extension Service**

~~XXXXXXXXXXXXXXXXXXXX~~ ("Group") and HYATT REGENCY SAN ANTONIO ("Hotel") agree as follows:

**A. GROUP'S FIRST OPTION DUE DATE**

Hotel agrees to hold the guest rooms and meeting and function space listed in this Group Sales Agreement (the "Agreement") for the Event named above on a tentative basis until **February 15, 2015**. If this Agreement is not fully executed by Group and Hotel by **February 15, 2016**, Hotel may release the guest rooms and/or meeting and function space. If, prior to Group's execution of this Agreement, Hotel receives an alternate request for the Event guest rooms and/or meeting and function space, Hotel will notify Group and Group will have forty-eight (48) hours from Hotel's notification to return this signed Agreement to Hotel.

**B. GUEST ROOM BLOCK**

Date	Day	King	Double	One Bedroom Riverbend Suite	One Bedroom Atrium Suite	Daily Contracted Guest Rooms	Guest Room Minimum
8/1/2016	Monday	2	145	1	2	150	120
8/2/2016	Tuesday	2	145	1	2	150	120
8/3/2016	Wednesday	2	145	1	2	150	120

**Total Contracted Room Nights: 450**

**C. GUEST ROOM RATES**

Hotel confirms the following Guest Room Rates:

King Rooms: \$ 120.00  
 Double Rooms: \$ 145.00  
 Triple Occupancy: \$ 170.00  
 Quadruple Occupancy: \$ 195.00  
 Atrium Suite: \$ 120.00  
 Riverbend Suite: \$120.00

Suite Pricing: All suite prices are quoted with one bedroom.

The Guest Room Rates are quoted exclusive of applicable state and local taxes (which are currently 16.75%), applicable service fees, and/or Hotel-specific fees in effect at the time of the Event.

#### RESERVATION METHOD

Hyatt Regency San Antonio currently recommends Passkey web based reservations. This complimentary service is offered by Hyatt Regency San Antonio to provide your attendees with an electronic reservations interface that is customized for your event.

Reservations may be made, modified or canceled by individuals on-line at a URL to be established by Hyatt Regency San Antonio and published by the group to potential attendees. Individuals will also be able to make reservations by calling Central Reservations at 1-888-421-1442 and referring to the group and meeting name. Reservations must be made on or before the cutoff date.

#### COMPLIMENTARY ROOMS

Hotel will provide Group with one (1) complimentary unit for every fifty (50) revenue-producing guest rooms occupied by Group on a cumulative basis. The number of complimentary units provided to Group shall be determined by adding together the total actualized room nights per night of consecutive night stays over the Official Event Dates and dividing by fifty (50). These complimentary units shall be applied as follows:

Room Type	Units Applied
ROH (Run of House)	1 Unit per day
Atrium Suite	2 Units per day
Riverbend Suite	3 Units per day
Regency Suite	4 Units per day
Presidential Suite	6 Units per day
BK Johnson Suite	6 Units per day

Discounted guest rooms and suites, if any, are considered additional concessions and shall not be included in the calculation of revenue-producing guest rooms to determine the number of complimentary units. Complimentary units may not be used as credit for Event fees or future events. Complimentary units that are not used have no value.

All complimentary units earned by Group must be assigned to a specific Group attendee, otherwise they have no value and if not utilized, have no monetary value.

#### D. NON-COMMISSIONABLE

The Guest Room Rates are confirmed on a net non-commissionable basis.

#### E. GUEST ROOM MINIMUM

Hotel is relying on, and Group agrees to provide, the minimum number of rooms during each date of the Event as set forth in the Guest Room Block provided in Section B (the Guest Room Minimum) (plus applicable tax and service charges). Should Group's actualized guest room nights fall below the Guest Room Minimum, Group will be responsible for the difference between the Guest Room Minimum and actualized guest room nights multiplied by the Single Occupancy Guest Room Rate, plus any applicable taxes, as calculated on a daily basis (Attrition Fee). However, on any date Group does not meet its Guest Room Minimum and Hotel achieves 100% occupancy for that date, the Guest Room Minimum will be considered to be fulfilled for that date and no Attrition Fee will be due for that date. Overachievement of the Guest Room Minimum for any date during the Event may not be applied to any other date during the Event.

Group may not transfer or resell its rights under this Agreement to any third party for purposes of reselling unused portions of the Guest Room Minimum or Guest Room Block.

Hotel and Group intend to liquidate the damages in the event that Group fails to meet the Guest Room Minimum set forth in this section. Therefore, Group and Hotel agree that: (a) the above formula is a reasonable estimate of Hotel's damages in the event that the Guest Room Minimum is not met; and (b) the Attrition Fee does not constitute a penalty.

#### F. CUT-OFF DATE

The "Cut-Off Date" is ~~July 11, 2016~~ <sup>July 15, 2016</sup> *uw*. Reservation requests received after the Cut-Off Date will be based on availability at Hotel's prevailing rates and will be credited to Group's Guest Room Block.

#### **G. MEETING and FUNCTION SPACE COMMITMENT**

Hotel is currently holding meeting and function space based on the attached Program of Events which shall be made a part of this Agreement. This is considered to be a firm commitment by Group and any increase or decrease to that commitment may result in a modification of the Meeting and Function Space Rental Fee (as defined below) by Hotel. All meeting and function space is assigned by Hotel according to the number of persons guaranteed to attend the Event. Hotel may reassign the meeting or function space listed on the Program of Events, at Hotel's sole discretion. Failure to submit a finalized Program of Events to Hotel by March 1, 2016 may result in a release or reassignment by Hotel of the meeting or function space being held for Group. Group agrees to promptly notify Hotel of any changes in its meeting or function space requirements.

Meeting and function space rental for this Event is waived with achieved Food & Beverage minimum of \$10,000 (the "Meeting and Function Space Rental Fee").

#### **H. FOOD AND BEVERAGE MINIMUM**

Group agrees to provide a minimum of \$10,000 in meeting and function food and beverage revenue (the "Food and Beverage Minimum") (plus tax and service charges applicable at the time of the Event). The current tax rate for food and beverage is 8.25%. Should Group's meeting and function food and beverage revenue fall below the Food and Beverage Minimum, Group shall pay liquidated damages, calculated as the difference between the Food and Beverage Minimum and the actualized meeting and function food and beverage revenue multiplied by 40%, plus any applicable taxes and service charges. This amount will be placed on Group's master billing account ("Master Account").

Hotel and Group agree that: (a) the above formula is a reasonable estimate of Hotel's damages in the event the Food and Beverage Minimum is not met; and (b) the liquidated damages set forth in this section do not constitute a penalty.

All banquet food and beverage arrangements must be made through Hotel. Only food and beverage purchased from Hotel may be served on Hotel property. Hotel reserves the right to cease service of alcoholic beverages in the event that persons under the age limit mandated by applicable law are present at the Event and attempt to receive service of alcoholic beverages. Hotel reserves the right to deny alcoholic beverage service to guests who appear to be intoxicated.

#### **I. SERVICE CHARGES - FOOD AND BEVERAGE**

A service charge, currently twenty-four percent (24%) and applicable taxes shall be added to all food and beverage.

#### **CONCESSIONS**

In the event that the Group actualizes a minimum of eighty percent (80%) of the aforementioned room block, the Hotel, as a special consideration to the Group, will provide:

- One (1) One-Bedroom Riverbend Suite upgrade at Group rate (8/1/2016-8/4/2016)
- Two (2) One Bedroom Atrium Suite upgrades at Group rate (1/1/2016-8/4/2016)
- Three (3) Complimentary Chef's Choice VIP Welcome amenities
- 20% Discount on overnight self-parking for all attendees (Currently \$29.00)
- Complimentary podium in Meeting Space, not to exceed hotel inventory
- If food and beverage spend is \$10,000++, 10% Discount on food and beverage
- 10% Discount on PSAV equipment pricing, not to include labor; PSAV must be sole provider.
- Complimentary access to Hyatt StayFit Health Club and Sky Pool
- Hyatt Gold Passport Meeting Planner points awarded on qualifying charges to the master bill upon completion of event (one point per dollar, maximum of 50,000 points)

#### **SIGNING BONUS**

- If signed contract is returned by 5:00 PM CST February 15, 2016, 40% Discount on Meeting Space Internet

#### **J. BILLING ARRANGEMENTS**

Group shall accept responsibility for room, tax, food and beverage functions and all authorized service. These charges will be billed to the Master Account only if credit approval is granted in accordance with the Hotel's credit approval process.

Individuals shall be responsible for any charges they incur, which are not authorized to be billed to the Master Account. The Group appoints Valene Weber to review and approve all charges billed to the Master Account.

Credit procedures will be provided to Group by Hotel upon the request for a credit application.

If Group wishes to set up direct billing for the Master Account, a credit application must be completed and returned to Hotel for approval no later than April 1, 2016. In the event credit is approved: (i) all undisputed amounts shall be due and payable to Hotel no later than thirty (30) days after Group's receipt of the Master Account invoice; and (ii) Hotel reserves the right to rescind its approval if there is a material change in Group's creditworthiness.

In the event that credit is not requested or is not approved or is partially approved, payment of Group's total estimated Master Account will be due to Hotel [Insert Date]. Failure to remit such payments when due will be deemed to be a cancellation of this Agreement by Group, and Group shall be liable for the Cancellation Fee as set forth herein.

Invoice disputes and/or billing errors must be communicated to Hotel no later than fourteen (14) days before the date payment is due. The Group is still responsible for paying all non-disputed charges within the thirty (30) day term.

**K. CANCELLATION OPTION**

Either Hotel or Group may cancel this Agreement without cause upon written notice to the other party at any time prior to the Event and upon payment of liquidated damages in an amount according to the following scale (the "Cancellation Fee"), plus applicable taxes. For the purposes of this Section, "Guest Room Revenue" means the Total Contracted Room Nights set forth in Section B multiplied by the Single Occupancy Guest Room Rate set forth in Section C.

From March 1, 2016 through the first day of the Event	\$55,900.00 (80% of the Guest Room Revenue, 40% of Food & Beverage Revenue)
From contract signing to February 29, 2016	\$48,412.50 (70% of Guest Room Revenue, 30% of Food & Beverage Revenue)

Total anticipated revenue to Hotel under this Agreement:

Total Contracted Room Nights Revenue	\$64,875.00
Food and Beverage Revenue	\$10,000.00

Payment of the Cancellation Fee shall be made by the canceling party to the non-canceling party at the time this Agreement is canceled by written notice.

Hotel and Group agree that: (a) the above formula is a reasonable estimate of Hotel's damages in the event of cancellation without cause; and (b) the Cancellation Fee does not constitute a penalty.

**L. RIGHTS OF TERMINATION FOR CAUSE**

This Agreement may only be terminated by either party without liability upon written notice as set forth below, under the following conditions:

(i) if a party's performance under this Agreement is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other emergency of a comparable nature beyond the party's control, making it impossible, illegal or which materially affects the party's ability to perform its obligations under this Agreement. In such event, the terminating party shall give written notice of termination to the other party within five (5) days of such occurrence;

(ii) if either party makes a voluntary or involuntary assignment for the benefit of creditors or enters into bankruptcy proceedings prior to the date of the Event. In such event, the party who is not making an assignment for the benefit of creditors or entering into bankruptcy proceedings shall have the right to terminate this Agreement upon written notice to the other party; or

(iii) if, at the time of the Event, the hotel will no longer be operated under a Hyatt brand. In such event, Hotel shall notify Group in writing of such change, and Group shall have the right to terminate this Agreement without liability upon written notice to Hotel within thirty (30) days of the date of Hotel's notice of change of brand.

In the event of termination by either party under this section, Hotel shall refund all deposits and/or prepayments made by the Group within thirty (30) days of receipt of the notice of termination.

Except as otherwise specifically provided in this Agreement, neither party shall have the right to terminate this Agreement for any other cause.

**M. INDEMNIFICATION AND HOLD HARMLESS**

Hotel agrees to defend, indemnify and hold Group harmless from and against all claims, costs, losses, expenses, damages, actions, causes of action, and/or liabilities, including reasonable attorneys' fees, arising out of or resulting from: (i) any negligent act undertaken or committed by Hotel pursuant to the performance of its obligations under this Agreement except for those actions or liabilities which are due to the misconduct or negligence of the Group; or (ii) any breach by Hotel of its obligations under Section P - Compliance with Laws, or Section T - Privacy of Personal Information.

Group agrees to defend, indemnify, and hold Hotel harmless from and against all claims, costs, losses, expenses, damages, actions, causes of action, and/or liabilities, including reasonable attorneys' fees, arising out of or resulting from: (i) any negligent act undertaken or committed by Group or any contractors hired or engaged by Group in connection with the performance of Group's obligations under this Agreement, except for those actions or liabilities which are due to the misconduct or negligence of Hyatt; or (ii) any breach by Group of its obligations under Section P - Compliance with Laws, Section T - Privacy of Personal Information, or Section U - Permits and Licenses.

#### **N. INSURANCE**

Group and Hotel are required to insure their obligations set forth in Section M - Indemnification and Hold Harmless, and each shall provide evidence of such insurance upon request. For any activity introduced onto the premises by an outside contractor hired by Group, Group will be fully responsible for the actions of such outside contractor. Upon request, Group will provide a certificate of insurance covering the actions of such outside contractor, naming the hotel owner and Hyatt Corporation and its affiliates and subsidiaries as additional insureds with regard to the activities of such outside contractor.

#### **O. AMERICANS WITH DISABILITIES ACT**

Compliance by Hotel. Hotel shall be responsible for complying with the public accommodations requirements of the Americans with Disabilities Act ("ADA") not otherwise allocated to Group in this Agreement, including: (i) the "readily achievable" removal of physical barriers to access to meeting rooms, sleeping rooms, and common areas (e.g., restaurants, rest rooms, and public telephones); (ii) the provision of auxiliary aids and services where necessary to ensure that no disabled individual is treated differently by Hotel than other individuals; and (iii) the modification of Hotel's policies, practices, and procedures applicable to all guests and/or groups as necessary to provide goods and services to disabled individuals (e.g., emergency procedures and policy of holding accessible guest rooms for hearing and mobility impaired open for disabled individuals until all remaining guest rooms are occupied). Any extraordinary costs for special auxiliary aids requested by Group shall be borne by Group provided Hotel notifies Group of such cost in writing.

Compliance by Group. Group shall be responsible for complying with the following public accommodations requirements of ADA: (i) the "readily achievable" removal of physical barriers within the meeting rooms utilized by Group which Group would otherwise create (e.g., set-up of exhibits in an accessible manner) and not controlled or mandated by Hotel; (ii) the provision of auxiliary aids and services where necessary to ensure effective communication of Group's Event to disabled participants (e.g., Braille or enlarged print handouts, interpreter or simultaneous videotext display); and (iii) the modification of Group's policies, practices and procedures applicable to participants as required to enable disabled individuals to participate equally in the Event.

Mutual Cooperation in Identifying Special Needs. Group shall identify in advance any special needs of disabled Event attendees requiring accommodation by Hotel and will notify Hotel of such needs for accommodation in writing as soon as they are identified to Group. Whenever possible, Group shall copy Hotel on correspondence with attendees who indicate special needs that are covered by ADA. Hotel shall notify Group of requests for accommodation which it may receive otherwise than through Group to facilitate identification by Group of its own accommodation obligations or needs as required by ADA.

#### **P. COMPLIANCE WITH LAWS**

Each party hereby represents and warrants that it shall comply with all laws, rules, orders and regulations applicable to the operation of its respective business and performance under this Agreement.

#### **Q. CHANGES; NOTICE**

Any changes to this Agreement must be made in writing and signed by both parties to be effective. Any modifications, additions or corrective lining out made on this Agreement will not be binding unless such modifications have been signed or initialed by both parties. Any notice hereunder shall be given to the individuals listed on the first page of this Agreement at the addresses set forth herein. Notice must be given by: (i) certified or registered mail, return receipt requested; (ii) commercial courier for overnight delivery, with a signature signifying receipt; or (iii) facsimile evidenced by a machine-generated receipt, provided that a confirmation copy is also sent that same day by commercial courier for overnight delivery as provided herein. All notices shall be deemed delivered upon receipt.

#### **R. DAMAGE TO HOTEL PREMISES**

Group shall be responsible for all damage to hotel premises caused by Group or its agents or contractors. Upon completion of the Event, Group will leave the premises in the same condition as received, reasonable wear and tear excepted.

#### **S. LIMITATION OF LIABILITY**

Except for damages covered by the indemnifying party's indemnification obligations as set forth in Section M - Indemnification and Hold Harmless, neither party shall be liable to the other for any special, indirect, incidental,

consequential, punitive or exemplary damages even if such party has knowledge of the possibility of such damages, provided that in no event shall either party be liable to the other for any lost profits.

**T. PRIVACY OF PERSONAL INFORMATION**

Hotel complies with the Global Privacy Policy for Guests which is available at <http://privacy.hyatt.com> (the "Privacy Policy"). If applicable, Group agrees to inform guests or event attendees at the hotel ("Guests") where they may access the Privacy Policy. Group affirms that it (and its agent of record, if applicable) is authorized to provide, request, and receive information pertaining to Guests as is necessary pursuant to the Guests hotel stay, event attendance or under this Agreement. Further, Hotel will protect and use personal data about Guests that Hotel receives in connection with its performance of this Agreement and as set forth in the Privacy Policy.

**U. PERMITS AND LICENSES**

Group shall, at its sole cost and expense, obtain all licenses and permits that are: (i) required for Group's Event; or (ii) required and/or necessary for Group to perform its obligations under this Agreement. Such licenses or permits include, but are not limited to licenses and permits: (1) from any federal, state or local governing body; or (2) for the use of a third party's intellectual property, including but not limited to any music, videos, performances, and/or images.

**ARBITRATION**

The parties agree that any and all claims, controversies or disputes between the parties which arise out of or relate in any way to this Agreement or a breach hereof and which the parties are unable to resolve informally shall be submitted to binding arbitration in SAN ANTONIO, to be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, or such other dispute resolution provider as otherwise agreed to by the parties. The parties expressly agree that this arbitration shall be final and binding on the parties and judgment may be entered upon the award and may be enforced by appropriate judicial action in any state or federal court having jurisdiction thereof. In this connection, the parties hereby submit themselves to the jurisdiction of the State of Texas located in SAN ANTONIO. The parties agree that the arbitrator shall adhere faithfully to the laws of the State of Texas and that the arbitrator shall award to the prevailing party in arbitration the reasonable attorney's fees and costs expended in connection with any arbitration conducted under this provision.

**Y. WAIVER**

If one party agrees to waive its right to enforce any term of this Agreement, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Agreement.

**Z. ENFORCEABILITY**

If any provision of the Agreement is unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

**AA. COUNTERPARTS/ELECTRONIC SIGNATURES**

This Agreement may be executed in one or more counterparts with an original signature or with a Hotel-approved electronic signature, each of which shall be deemed an original and all of which shall constitute the same instrument. Further, if a signed Agreement is provided to the hotel as a photocopy, fax, PDF or other format through a Hotel-approved electronic software system, then such Agreement shall be treated and shall have the same binding effect as an original and shall be acceptable to Hotel to hold the Guest Room Block and/or meeting space as set forth herein.

**BB. ENTIRE AGREEMENT**

This Agreement, along with its Attachments, contains all of the terms agreed to by the parties. All prior agreements, verbal or written, are no longer effective once this Agreement is signed by the parties. Should there be any conflict between this Agreement and any addenda, exhibits, or attachments, the language of this Agreement shall control.

- Attachment I: Program of Events
- Attachment II: Hotel Information Sheet

When signed by each party's authorized representative, this Agreement shall constitute a binding agreement between the Group and Hotel.

By the Hotel's  
Authorized Representative

By: \_\_\_\_\_  
Name: Marilynn Johnson  
Title: Sales Manager  
Date: \_\_\_\_\_

By the Group's  
Authorized Representative

By: Val Weber  
Name: Valerie Weber  
Title: Meeting Planner  
Date: 2/9/16

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

Stephen A. Schulze  
**Stephen A. Schulze**  
Asst. Vice Chancellor for Administration  
Texas A&M AgriLife



## **Hyatt Regency San Antonio Hotel Information Sheet**

### **CHECK-IN/CHECK-OUT AND EARLY DEPARTURE FEE:**

Standard check-in time at the Hyatt Regency San Antonio is 3:00 pm and standard check-out time is 12:00 pm. We will make every effort to accommodate any requests for early arrival and late departure, based on availability. For your convenience, Video Check-Out is available from all guest rooms.

Any guest who departs earlier than the departure date confirmed at check-in will be assessed an Early Departure Fee of one night's room and tax. This fee will be automatically posted to the guest folio, on or after departure.

### **PARKING:**

Parking is available at Hyatt Regency San Antonio. Prevailing parking rates will apply. Currently, overnight valet parking is \$39.00 with "in and out" privileges, and overnight self-parking is available for \$27.00 plus tax. Rates are subject to change without notice.

### **BAGGAGE HANDLING:**

For groups requesting baggage delivery and/or baggage pick-up, a charge of \$10.00 per person round-trip will be charged to the group's master bill, or \$5.00 one way (per person) is available. Rates are subject to change without notice.

### **ROOM DROPS:**

All delivery inquiries should be made through the Event Planning Manager. Please note that name-specific items are an extra \$0.50 to \$1.00 on top of listed pricing (Rates are subject to change without notice):

Any items slid under/hung on the door: \$3.00 per generic item / \$3.50 per guest name-specific item

Any items placed in the guestroom: \$5.00 per generic item / \$5.50 per guest name-specific item

Any arrangement, multiple, or large items placed in the guestroom: \$8.00

Welcome packets handed out at the Front Desk will be \$1.50 per generic item / \$2.50 per guest name-specific item

### **FOOD & BEVERAGE:**

No Food or Beverage may be brought into the Hotel from outside sources. The client acknowledges that the Texas Alcoholic Beverage Commission regulates the sale, service, and consumption of alcoholic beverages. Consequently neither the client nor any of the client's guests nor invitees may bring alcoholic beverages of any kind onto the premises from outside sources.

### **AUDIO VISUAL:**

PSAV Presentation Services is our in-house and preferred audio visual company. PSAV employs an experienced staff of professional technicians trained in all aspects of projection, video, audio, and lighting available for your meeting. Please contact Jesse Garcia (210) 510-4325 for rental information, pricing and assistance with special requirements. For any group not utilizing PSAV for AV services a \$75 per hour, 4 hour minimum charges applies for load in and load out as PSAV escorts all outside AV providers through back of house and on our freight elevator.

### **ENGINEERING REQUIREMENTS:**

A complete line of Engineering equipment and electrical assistance is available from the hotel. To ensure availability of equipment all orders must be received seven (7) days prior to each function. Estimated cost will be provided by Hotel's on site Engineering team at the time the equipment needs are submitted.

### **SIGNAGE:**

Banners may not be hung along the walls in any public areas with the exception of certain pre-assigned locations, as outlined by your Event Planning Manager. Banners may be pinned to the skirting of the Hospitality Desk. Banners may also be used within your group activity space. No pins, nails, duct tape, etc. may be used to secure Banners/Signs to walls. Please ask your Convention Service Manager for proper ways to secure them. All property destroyed or damaged by exhibitors must be replaced in its original condition by the exhibitor at the exhibitor's expense. No exits should be blocked at any time, for any reason. There shall be no connections from the ceiling, grid or air wall tracks, no exceptions. PSAV must hang banners on walls or ceilings.

The only signage allowed in the meeting space and foyer areas is professionally printed signs on easels or in sign stands. NO hand-lettered signs or flipcharts are allowed in public areas. Full color banners and posters can be designed and printed by FedEx, located on the Ballroom Level.

### **DAMAGE TO FUNCTION SPACE:**

Organization agrees to pay for any damage to the Function Space that occurs while organization is using it. Organization will not be responsible, however, for ordinary wear and tear or for damages that it can show were caused by persons other than organization and its attendees.

**PACKAGES:**

The Hyatt Regency San Antonio will store your packages prior to your arrival. Please observe the following instructions to ensure proper handling of your meeting materials. Each item should be clearly marked with the following:

Hold for Guest: (Guest Name) (Guest Cell Number)  
c/o FedEx Office at Hyatt Regency San Antonio  
123 Losoya Street  
San Antonio, TX, 78205  
(Convention / Conference / Group / Event Name)  
Box \_\_\_ of \_\_\_

**FedEx Office Business Center**  
Hyatt Regency San Antonio  
123 Losoya Street  
San Antonio, TX 78205  
Phone: 210.227.4896  
Fax: 210.444.1303  
Email: [usa5577@fedex.com](mailto:usa5577@fedex.com)

**FedEx Office**  
Operating Hours  
Mon-Fri: 7:00am-5:00pm  
Saturday: 10:00am-3:00pm  
Sunday: Closed

Due to limited storage capabilities please schedule your shipment(s) to arrive 3-4 days prior to the event start date to avoid additional storage fees. Please do not ship any items to the attention of the Hospitality Manager or Catering & Conference Manager, unless the items are specifically for their use. Vendor or exhibit freight will not be accepted through the hotel. Contact your Event Planning Manager to guarantee receiving and storage arrangements. Handling charges for shipping boxes to the hotel is outlined below.

Hyatt Regency San Antonio package handling fees (Rates are subject to change without notice.):

PACKAGE WEIGHT	In-bound Receiving Fee*	In-bound Receiving with Delivery Fee**	Out-bound Handling Fee*	STORAGE FEES (more than 5 days)
0.0-1.0 lbs. - Envelopes	No Charge	\$5.00	\$0.00	No Charge
0.0-1.0 lbs. - Package	\$2.00	\$5.00	\$2.00	No Charge
1.1 - 10.0 lbs.	\$10.00	\$15.00	\$10.00	1-time fee Based on weight
10.1 - 20.0 lbs.	\$15.00	\$20.00	\$15.00	1-time fee Based on weight
20.1 - 30.0 lbs.	\$20.00	\$30.00	\$20.00	1-time fee Based on weight
30.1 - 40.0 lbs.	\$25.00	\$40.00	\$25.00	1-time fee Based on weight
40.1 - 50.0 lbs.	\$25.00	\$50.00	\$25.00	1-time fee Based on weight
50.1 - 60.0 lbs.	\$25.00	\$50.00	\$25.00	1-time fee Based on weight
60.1 + lbs.	\$25.00	\$70.00	\$25.00	1-time fee Based on weight
Crate/ Pallet \$0.75 / lb*	\$150.00	\$150.00	\$150.00	1-time fee Based on weight

\* A labor fee of \$70.00 per hour will apply for breaking down pallets, building pallets, or excessive package handling/moving due to a customer's request. The labor fee can be charged in 15 minute increments.

\*\* Delivery fees are applied when packages are delivered beyond the FedEx Office Location.

A one-time package storage fees will apply to each package received and stored for more than 5 days based on weight of the package. Items measuring over 6.5 feet are considered oversize and will be assessed the oversize fee if stored for more than five (5) calendar days.

Receiving/Pickup times outside of FedEx Office hours must be specifically authorized. If load-in or load-out times will exceed 1 hour, dock usage fees will be charged at \$100 per hour. Loading Dock Usage Fees will also apply to Bands, outside Audio Visual companies and Production companies.

If your needs exceed 5 boxes, a drayage company may be required. Please note that FedEx Office team members cannot lend out any moving equipment to a guest, which includes pallet jacks, dollies, and flatbed carts. For more information regarding packages, please contact the FedEx Office Business Center at 210.227.4896.

**LIABILITY / SECURITY:**

The Hyatt Regency San Antonio does not assume responsibility for the damage or loss of any merchandise or articles brought into the hotel. Arrangements may be made through your Event Planning Manager for the security of exhibits, merchandise or audio-visual equipment at \$50.00 per hour per Security Officer, with a 4 hour minimum. Seven-day advance notice is required. For shifts longer than eight (8) hours, two (2) guards will be required. The Hyatt Regency only employs off-duty San Antonio Police Department employees as our Security guards. The hotel does not allow any outside Security personnel to secure your functions.

The above policies and procedures are subject to change by the Hotel without notice.

Updated: 12/16/2015

AG-126E

Texas A&M Agrilife – Administrative Services  
Contract Office  
(Revised 1/16)

# TEXAS A&M AGRILIFE EXTENSION

## 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 ("AGRILIFE") a member of the Texas A&M University System ("TAMUS"), an agency of the State of Texas, on behalf of its FNEP/BLT ("DEPARTMENT") and HVAH Regency ("FACILITY") for the event scheduled on Aug 11, 2016 ("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:

AGRILIFE 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 AGRILIFE will be applied to the master account and direct billed. If an existing direct bill account is not already established and on file, AGRILIFE will submit information to establish a direct bill account prior to the Agreement start date. If FACILITY fails to approve a master account for AGRILIFE and the DEPARTMENT does not make alternative arrangements for payment, this Agreement may be terminated by AGRILIFE without any liability or penalty, including cancellation or attrition charges.

### PAYMENT OF MASTER ACCOUNT:

The outstanding balance of AGRILIFE'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 AGRILIFE. 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*.

**TAX EXEMPT.** AGRILIFE, 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/ATTRITION 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 AGRILIFE's fees due under the Agreement. Resold space will be credited to reducing any obligations that AGRILIFE may have incurred.

AGRILIFE 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 AGRILIFE for the date cancelled/not used by AGRILIFE, shall be delivered to AGRILIFE within ten (10) business days of scheduled departure date. AGRILIFE 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 AGRILIFE rescind an event of similar size/anticipated income at the FACILITY to arrive within 12 months of the date of the canceled event.

B. AGRILIFE, 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 AGRILIFE. In the event AGRILIFE 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 2151.004, *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.

C. **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.

D. **CHILD SUPPORT CERTIFICATION.** Pursuant to Section 231.006, *Texas Family Code*, the FACILITY certifies that it is not ineligible to receive the specified award of 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 term; (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 is 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 torts 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 officer 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, riot, civil unrest, fire, sabotage, act of terrorism, air space closure, ground stop(s), a U.S. Department of State Travel Warning or any other similar occurrence.

**PUBLIC INFORMATION ACT:**

A. FACILITY acknowledges that AGRILIFE is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

B. Upon AGRILIFE's written request, FACILITY will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, *Texas Government Code*, to AGRILIFE in a non-proprietary format acceptable to AGRILIFE. As used in this provision, "public information" has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which AGRILIFE has a right of access.

C. FACILITY acknowledges that AGRILIFE may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

**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.

FACILITY:  
 Signature: Marilyn Johnson  
 Printed Name: Marilyn Johnson  
 Title: Sales Manager  
 Date: 2/9/16

TEXAS A&M AGRILIFE EXTENSION SERVICE:  
 Signature: Valerie Weber  
 Printed Name: Valerie Weber  
 Title: Int Head Coordinator - Conference Services  
 Date: 2/9/16

Stephen A. Schultz  
**Stephen A. Schultz**  
**Asst. Vice Chancellor for Administration**  
**Texas A&M AgriLife**