

START THE ADVENTURE



Group Contract

Group Name: TAMU EMBA – D.C. – May '18

Group Contact: Karen Lepley

Logistics Specialist: Suzi Perlman

Email: suzi.perlman@statravel.com

Phone: 800-714-6503

Contract Issued: December 19, 2017

Important Dates

Signed Contract: 1/26/2018

Deposit: Waived

Commitment: 2/9/2018

Passenger Details: 2/9/2018

Invoicing Date: 4/11/2018

Thank you for allowing STA Travel to handle your upcoming travels. We are holding a total of 34 seats for your group.

We are holding 33 seats on the following flights:

AIRLINE	FLIGHT NUMBER	OPERATED BY	DEPARTING DATE	DEPARTING CITY	ARRIVING CITY	DEPARTING TIME	ARRIVING TIME	ARRIVING DATE
United Airlines	UA 6136	Mesa Airlines DBA United Express	27-May	Houston, TX (IAH)	Washington DC (DCA)	945A	140P	27-May
United Airlines	UA 6068	Mesa Airlines DBA United Express	31-May	Washington DC (DCA)	Houston, TX (IAH)	230P	515P	31-May

We are holding 1 seat on the following flights:

AIRLINE	FLIGHT NUMBER	OPERATED BY	DEPARTING DATE	DEPARTING CITY	ARRIVING CITY	DEPARTING TIME	ARRIVING TIME	ARRIVING DATE
United Airlines	UA 689		27-May	Austin, TX (AUS)	Houston, TX (IAH)	715A	814A	27-May
United Airlines	UA 6136	Mesa Airlines DBA United Express	27-May	Houston, TX (IAH)	Washington DC (DCA)	945A	140P	27-May
United Airlines	UA 6068	Mesa Airlines DBA United Express	31-May	Washington DC (DCA)	Houston, TX (IAH)	230P	515P	31-May
United Airlines	UA 1045		31-May	Houston, TX (IAH)	Austin, TX (AUS)	605P	704P	31-May

Deposit

Due: Waived

The group **deposit of \$230.00 per seat** that equals a **total deposit of \$7,820.00** is waived. The account will be billed any applicable cancellation or change penalties for which the deposit would typically be applied. By signing this contract, you are accepting the terms governing cancellation penalties.

I understand the above information regarding the deposit.....

Passenger Details

Due: February 9, 2018

Passenger names, genders and birth dates along with passport numbers, passport country, passport expiration and nationality are required to be sent to STA Travel to complete the group booking. Names must match the government ID (passport or driver's license) that each passenger will use when checking in. A template will be provided to assist you in organizing this information.

After a name list has been entered, STA Travel will send a copy to the group leader for final approval to be returned within 24 hours or by the deadline listed in the email. If approval is not received, STA Travel will issue tickets with the current list. Once names are submitted to the airline, change/correction fees will apply.

Names submitted after the due date will be on a space available basis. Change and/or correction fees are as follows:

- Name corrections may be allowed, fees vary by airline.
- Name changes may be allowed, fees vary by airline.
- If corrections/changes allowed, STA Travel charges a \$75.00 fee.

Corrections must be submitted in writing at least 15 business days prior to departure. After this date, corrections are subject to additional penalization and may not be allowed by the airline.

Name Correction: Example Melisa to Melissa.

Name Change: Example Jane Smith to Robert Jones

I understand the information regarding passenger details

Invoicing Date

Due: April 11, 2018

Final payment is due to STA Travel by 30 days from the invoicing date. After April 22, 2018, full airline cancellation fees and penalties apply. Please ensure all itineraries are final before submitting payment. Deviations or changes after this date will be subject to penalization.

Names must be received before final payment. Payment cannot be accepted without names as all group tickets must be issued together.

I understand the above information regarding final payment.....

Pricing

The pricing outlined below is on a per person basis.

Base Fare	32 seats IAH-DCA \$424.00 1 seat IAH-DCA \$469.00 1 seat AUS-DCA \$553.00
Approximate Taxes <i>*Please note that taxes are subject to change until paid in full.</i>	33 seats IAH-DCA \$60.05 1 seat AUS-DCA \$83.73 32 seats IAH-DCA \$484.05 1 seat IAH-DCA \$529.05 1 seat AUS-DCA \$636.73
GRAND TOTAL <i>per person</i>	

I understand the information pertaining to the approximate total per person.....

Price Guarantee

The contracted fare is based on at least ten passengers traveling together. Should the number of passengers fall below ten, the contract will be void and no refunds will be made.

I understand that my group must maintain at least ten passengers.....

Taxes and Fuel Surcharge

Taxes and fuel charges are subject to change and cannot be guaranteed, which may affect the final ticket price. Final taxes and fuel are those in effect on the day final payment is due. Please request the current taxes and fees from your STA Travel Agent before issuing the final payment as taxes and fuel are subject to change until payment has arrived.

I understand that taxes and fuel surcharges are not guaranteed.....

Group Leader

The group will designate a group leader. This individual is responsible for:

- Conveying all terms and conditions of this contract to each group member.
- Providing all requested information, confirming names, making decisions and arranging payment.
- Ensuring the group meets all deadlines. Please ensure adequate time for name lists and payment to arrive. If you do not meet a deadline or do not provide the full information requested, your reservation may be cancelled by the airline. No refund will be made for payments received.
- Submitting special requests for seating, deviations, meals or other needs. Individual group members are not allowed to contact the booking agent unless previous arrangements have been made.

All correspondence will be sent to the group leader. If the group leader will not be available by phone or email for any part of the booking process, please advise the STA Travel agent of a secondary group leader for the period of the group leader's absence at least 24 hours in advance.

I _____, as group leader, agree to abide by the above guidelines.

Payment Options

STA Travel accepts MasterCard, Visa or American Express. We also accept university/organization checks, wire transfers, cashier's checks or money orders. We cannot accept personal checks.

Please allow adequate time for mailing. All checks/money orders should be sent by traceable mail. Wire transfers can take up to 1 week to appear in our accounts.

Check Payments: 585 N Juniper Drive Suite 250 Chandler, AZ 85226

Credit Card Payments: Contact your Groups Logistics Specialist

Wire Transfers:

Account no:	741989883
ABA/Routing no. - ACH's:	111000614
SWIFT	CHASUS33

I understand the above information regarding payment options.....

Ticket Rules

Deviations:

- No deviations are allowed.
- If any passenger wishes to deviate, the group leader must alert the Travel Advisor prior to the Commitment deadline. The deviating passenger(s) will be removed from the group ticket and booked individually. The group must maintain a minimum of 10 passengers traveling together at all times.

Date Changes:

- After final payment, date changes are not allowed.
- Tickets are valid only during travel dates specified. Changes outside of this timeframe are not allowed.

Routing Changes:

- Routing changes are not allowed.

Change Policy:

- All changes must be requested via email to your Group Logistics Specialist prior to the commitment deadline.

Commitment Deadline:

- As of February 9, 2018, you must use at least 100% of the seats held to avoid penalties.
- If the group number falls below 10, the entire deposit will be billed to the account.
- If **all** the seats on your reservation are cancelled, the entire deposit will be billed to the account.
- The undersigned agrees to full financial commitment on 100% of seats held as of final payment.

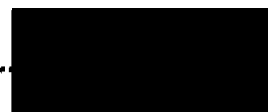
Cancellations:

- | | |
|---|----------------------|
| • Individual cancellations on/after Final Payment but prior to departure: | NONREFUNDABLE |
| • After Departure: | NONREFUNDABLE |

Please note that the cancellation date is considered to be the date that STA Travel receives written notice. We recommend e-mailing cancellations and confirming with a telephone call.

****Reminder:** STA advises the client to contact the airline 24-48hrs prior to departure to make note of any last minute schedule changes.

I understand the information pertaining to the ticket rules.....



Travel Conditions and Disclaimers

Disclaimers:

STA Travel acts only as an agent for the owners or contractors providing means of transportation or other services, and all tickets and tour vouchers are issued subject to any and all terms and conditions under which such means of transportation or other services are offered or provided; and the issuance and acceptance of tickets and tour vouchers shall be deemed to be consent to further conditions that the travel agency and/or any carriers shall not be or become responsible or liable in any way in connection with such means of transportation or other services or for any delays, or injury to or death of any persons or damage to any property howsoever caused or arising.

Force Majeure: Limitation of Remedies:

Except as stated below, STA Travel shall have the option of canceling this agreement and shall not be liable to the other party to this agreement or to any third parties for any failure or delay in performing any obligation under this agreement due to circumstances beyond its reasonable control. Such circumstances include, without limitation, acts of God or nature, acts of government or insurrections, acts of terrorism, riots, quarantines, disasters, fires, floods, tornadoes, strikes (including labor trouble or other disturbances), war, embargoes or blockades, legal restrictions, power failures, communication failures, or satellite or network failures.

Customer Compensation:

STA Travel will work to cover any additional unexpected costs to the client resulting from a direct error on the part of STA Travel. STA Travel cannot be held liable for any errors as a result of a third party including, but not limited to airlines, land vendors or hotels. STA Travel will not take responsibility for any unforeseen circumstances including, but not limited to: acts of God or nature, acts of government or insurrections, acts of terrorism, riots, quarantines, disasters, fires, floods, tornadoes, strikes (including labor trouble or other disturbances), war, embargoes or blockades, legal restrictions, power failures, communication failures, or satellite or network failures. STA Travel has final say over compensation. In cases out of STA Travel's control, STA Travel will act as a mediator between any third party and the client in order to remedy the situation on behalf of the client.

I understand the above information regarding Conditions and Disclaimers.....



Agreement

Agreement: Contained in this agreement are detailed commitments and arrangements to be provided. To enable us to provide maximum service, you should indicate any requirements beyond these commitments upon return of the signed copy of this agreement.

STATE CONTRACTING REQUIREMENTS:

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

Payment of Debt or Delinquency to the State. Pursuant to Section 2252.903, *Texas Government Code*, STA Travel agrees that any payments owing to STA Travel under this agreement may be applied directly toward certain debts or delinquencies that STA Travel owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

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

Public Information. STA Travel acknowledges that TAMU 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. Upon TAMU's written request, STA Travel 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 TAMU in a non-proprietary format acceptable to TAMU. As used in this provision, "public information" has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which TAMU has a right of access. STA Travel acknowledges that TAMU 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*.

Conflict of Interest. By executing and/or accepting this Agreement, STA Travel and each person signing on behalf of TAMU certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief, no member of The Texas A&M University System ("TAMUS"), or TAMUS Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by TAMU or TAMUS, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

Venue. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against TAMU shall be in Brazos County, Texas.

Loss of Funding. Performance by TAMU under this agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, TAMU will issue written notice to STA Travel and TAMU may terminate this agreement without further duty or obligation hereunder. STA Travel acknowledges that appropriation of funds is beyond the control of TAMU.

State Auditor's Office. STA Travel understands that acceptance of funds under this agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*, STA Travel agrees to cooperate with the Auditor in the conduct of the audit or investigation, including

without limitation, providing all records requested. STA Travel will include this provision in all contracts with permitted subcontractors.

Non-Waiver. STA Travel expressly acknowledges that TAMU is an agency of the State of Texas and nothing in this agreement will be construed as a waiver or relinquishment by TAMU of its right to claim such exemptions, privileges, and immunities as may be provided by law.

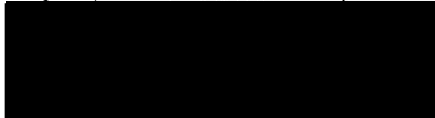
Dispute Resolution. The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TAMU and STA Travel to attempt to resolve any claim for breach of contract made by STA Travel that cannot be resolved in the ordinary course of business. STA Travel shall submit written notice of a claim of breach of contract under this Chapter to the University Contracts Officer of TAMU, who shall examine STA Travel's claim and any counterclaim and negotiate with STA Travel in an effort to resolve the claim.

*****CONFIDENTIALITY: The information in this contract is confidential and is intended only for the use of the above recipient. In certain cases, it is legally privileged. Any distribution or duplication of this contract is prohibited. *****

This document will serve as the final proposal if signed and returned no later than January 26, 2018 .

Accepted on behalf of Texas A&M University (Please print school/organization name).

Signature



Date

01-24-18

Print Name Dean K. Endler, University Contracts Officer