



EMBASSY SUITES

by HILTON™

Northwest Arkansas - Hotel, Spa &
Convention Center

GROUP SALES AGREEMENT GUESTROOMS ONLY

This Group Sales Agreement Guestrooms Only ("Agreement") is by and between Texas A&M University, for the benefit of its Athletic Department, a member of The Texas A&M University System, an agency of the State of Texas ("Group" or "you" or "your(s)") JDHQ Hotels LLC, d/b/a Embassy Suites NW Arkansas Hotel, Spa, & Convention Center (the "Hotel" or "we" or "us" or "our").

Especially Prepared for:	
Contact Client Name:	Mr. Brian Bancroft
Title:	Senior Team Administrator
Responsible Party:	Texas A&M University
Address:	Athletic Department P.O. Box 30017
City, State, Zip:	College Station, TX 77842-3017
Phone:	(979) 845-5823
Email:	bbancroft@athletics.tamu.edu

Event & Hotel Information:	
Name of "Event":	Texas A&M Track
Date(s) of Event:	Wednesday, March 10, 2021 - Sunday, March 14, 2021
Post to Reader Board As:	Texas A&M Track
Hotel Contact:	Alie Streeter
Title:	Sales Manager
Phone:	(479) 845-3224
Email:	Alie.Streeter@atriumhospitality.com

ROOMS & RATES

Once this contract is accepted and agreed to, we will remove from our inventory and consider sold to you for your use room nights pursuant to the following arrival and departure pattern:

Wednesday, March 10, 2021 - Sunday, March 14, 2021

GUEST ROOM RATES

Rates for your event are confirmed as follows:

Room	Single Rate	Double Rate	Triple Rate	Quad Rate
Standard King Suite	\$164.00	\$164.00	\$164.00	\$164.00
Standard Two Double Beds Suite	\$164.00	\$164.00	\$164.00	\$164.00
Hospitality Suite	\$164.00	\$164.00	\$164.00	\$164.00

	Wed 03/10/21	Thu 03/11/21	Fri 03/12/21	Sat 03/13/21
Standard King Suite	2	2	2	2
Standard Two Double Beds Suite	25	25	25	25
Hospitality Suite	1	1	1	1

TOTAL SLEEPING ROOM NIGHTS RESERVED: 112

All guest rooms are run-of-the-house unless otherwise set forth above. Guestroom types (kings, double/doubles, etc.) cannot be guaranteed and will be reserved on a first-come, first-served basis.

Room rates quoted above are non-commissionable, net rates, subject to tax, which is currently 14.5%.

PARKING: Complimentary self-parking will be provided to all overnight guests. Valet parking is available for \$7.00 per day.

For groups arriving simultaneously via ground transportation, there is a portage fee of \$4.00 per person, round trip. Arrival/departure times of ground transportation must be confirmed seven days prior to arrival. Group shall be solely and fully responsible for informing its attendees of these fees and that they are separate and distinct from the room rate and from taxes. Group may not, in any printed materials regarding the meeting or in any other manner, lump these fees into any category such as tax or room rate.

TAX EXEMPT STATUS: If Group maintains a tax exempt status, Hotel must be provided with a valid exemption certificate no later than thirty (30) days prior to the group's arrival in order to be exempt from taxes. Please note, tax exempt status pertains to the Master Account only. Individual attendees are not tax exempt. Tax exempt status applies to sales tax only; other taxes may apply.

ROOM RESERVATION PROCEDURES: In order to assign specific room types to your attendees, each sleeping room in your Room Block must be confirmed no later than Monday, February 8, 2021 ("Reservation Due Date").

Reservations will be made by using the following one of the following methods:

Online through the web address www.embassysuitesnwa.com;

By phoning the reservation request to the following number: (479) 254.8400; or by rooming list.

The Hotel does not confirm reservations to the individual in writing.

After Reservation Due Date as described above and prior to your arrival date, all room nights which have not been reserved as described above will be deemed to be room nights which your group will not use, and they will become, to the extent permitted by applicable law, subject to the attrition provisions herein. Such room nights will at that date be returned to the Hotel's general inventory. Reservation requests from your attendees received after Reservation Due Date will be accepted on a space available basis, at the higher of the contract rate or rate available at that time. Should such requests be accepted, such room nights will be credited to your block for purposes of any calculation of attrition.

Guest Room Charges: All charges to master account

AGREED ROOM NIGHT REVENUE FIGURES: At this time, the Hotel is holding 112 room nights for your use over the contracted dates, which will generate total revenues of \$18,368.00. These figures shall be referred to herein as the "Agreed Room Night Revenue Figures." All revenue figures are net and not inclusive of state and local taxes or commissions, if applicable. The taxes are subject to change.

ATTRITION: We agree to allow for a 10% reduction in the "Agreed Room Night Revenue Figure" if said reduction is requested by the Reservation Due Date. After the Reservation Due Date, Group will be responsible for the total value of the guestrooms reserved on that date (# of rooms held x room rate) or the original contracted block with attrition, whichever is greater. Any applicable taxes and service charges will be added and posted as a charge to Group's Master Account.

CANCELLATION:

It is understood that Hotel loses substantial revenue upon the unexpected cancellation by you of any of the room block. The amount of those losses is often difficult or impossible to determine. Hotel has set forth the following fee schedule in the event of cancellation. The parties agree that these fees are a fair and reasonable estimation of Hotel's loss as a result of cancellation. Group shall pay the cancellation fee as liquidated damages, plus applicable taxes, if Group's event is canceled.

If the entire event is cancelled Group agrees to pay Hotel, as follows:

Cancellation Fee is based on total revenue including Agreed Room Night Revenue Figures, plus applicable taxes.

Cancelled more than 181 days prior to arrival = 70%

Cancelled 91 - 180 days prior to arrival = 80%

*Cancelled 90 days prior to arrival = 100%

Written notice of cancellation must be delivered to Hotel and may be made by facsimile or electronic transmission. Cancellation date will be considered the date such written notification was received by Hotel. Liquidated damages resulting from cancellation shall be due and payable at the time of cancellation. Group agrees to the cancellation clauses in this agreement subject to the Hotel providing written documentation it was unable to re-let the facilities as a result of availability from Group's cancellation.

BILLING PROCEDURES AND DEPOSIT SCHEDULE: Please complete the enclosed direct bill application and return it to our Accounting Department so that we may attempt to approve credit for your event. In the event that credit is not requested or is not approved, pre-payment of your total estimated Master Account will be due prior to your arrival, in accordance with a schedule to be determined by the Hotel at its sole discretion. Under such circumstance, failure to remit the appropriate pre-payment on a timely basis will be considered a cancellation by the Group and the Group shall be liable for amounts as described in the cancellation provisions to the extent permitted by applicable law.

The following items shall be charged to the Master Account: sleeping rooms, incidentals, parking, portage fees, applicable taxes, attrition charges, cancellation charges and any other charges billed to the Master Account at the request of the authorized representative of the

COMPLIANCE WITH OFAC LAWS: You represent and warrant that you are currently not on the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) List of Specially Designated Nationals and Other Blocked Persons (including terrorists and narcotics traffickers) (the "OFAC List"), nor on any similar restricted party listings, including those maintained by other governments pursuant to applicable United Nations, regional or national trade or financial sanctions. If you are added to any such restricted party list prior to your arrival date, then you must notify us immediately. The OFAC List can be found by visiting <http://treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>. We may cancel your Event and this Agreement without liability if we reasonably believe it is necessary to do so in order for us to comply with our obligations under such applicable laws or regulations, including if you are added to any restricted party listings as described in this section.

ASSIGNMENT: Group may not assign any benefits arising under or associated in any way with this contract without prior written consent.

SEVERABILITY; NON-WAIVER: Any provision in this Agreement that is held to be illegal or unenforceable in any jurisdiction shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions and any such illegal or unenforceable provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. Either party's failure to enforce any term or condition of this Agreement does not waive that party's right to enforce that or any other term or condition at any time.

AMENDMENTS/CHANGES: This contract is the entire agreement between the parties, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications between the parties, and may only be supplemented or changed in writing, signed by a representative of the Group and the Hotel's Director of Sales or General Manager. No representative of the Hotel has been or is authorized to make any representation which varies from the express terms of this contract, though this contract may be supplemented or amended in writing.

COMPLIANCE WITH LAWS AND REGULATIONS: Group agrees to conduct the Event in an orderly manner in full compliance with applicable laws, regulations, and Hotel rules. Should Hotel incur any fees or costs associated with Group's compliance with such laws, regulations and rules, Group will be responsible for those fees. Group assumes full responsibility for the conduct of all persons in attendance at the Event and for any damage done to any part of Hotel's premises during any time the premises are under control of Group. The Group agrees to this section to the extent permitted by applicable law.

GOVERNING LAW: ~~This contract is made and to be performed in the city and state in which the hotel is located and shall be governed by and construed in accordance with city and state law. Group consents to the exercise of personal jurisdiction over it by the courts of the State in which the hotel is located, and agrees that all litigation regarding this contract shall be brought and maintained only in the courts of the state the hotel is located. In the event of litigation arising from or associated with this contract, the parties agree that the prevailing party therein shall recover its attorneys' fees and all litigation expenses, charges and costs incurred therein. Additionally, should the Hotel, in its sole discretion, deem collection action necessary, whether prior to, during or subsequent to litigation, the entire cost of collection, including attorneys' fees, costs, shall be paid by Group.~~ The parties remain silent as to governing law.

EQUAL OPPORTUNITY AND EXECUTIVE ORDERS: **EQUAL OPPORTUNITY AND EXECUTIVE ORDERS:** This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

FUNCTIONS: For your organized meeting event, the following will apply:

Overtime: You agree to begin your Event promptly at the scheduled start time and to have your guests, invitees and other persons vacate the designated function space at the agreed upon end time. You must reimburse us for any overtime wage payments or other expenses incurred by us because of your failure to comply with these requirements.

Price Increases: There may be increases in prices due to unforeseen changes in market conditions at the time of your Event. We will communicate these increases to you in advance. We will require written confirmation that you agree to pay these increased prices, or at our option we may make reasonable substitutions in menus and you agree to accept such substitutions.

Set Up Charges: Should extensive meeting room set-ups or elaborate staging be required, there will be a set-up charge to cover Hotel costs and additional labor. If equipment is necessary that exceeds Hotel's inventory, then you agree to pay for the cost of renting this additional equipment.

Outside Food and Beverage: Due to applicable law, you may not bring alcoholic beverages into the Hotel for your Event. You must obtain our prior approval before you bring any food or non-alcoholic beverages from outside sources into our Hotel. Service fees will apply to any outside food or beverage served in our function space, regardless whether Hotel labor is required.

Outside Contractors: The Hotel offers all services necessary for a successful meeting. However, if Group finds it necessary to use outside services, any companies, firms, agencies, individuals and groups hired by or on behalf of Group shall be subject to prior written approval of the Hotel, and Hotel may have a list of approved contractors. Upon prior reasonable notice to the Hotel from Group, Hotel shall cooperate with such contractors and provide them with facilities at the premises to the extent that the use and occupancy of the facilities by the contractor does not interfere with the use and enjoyment of the Hotel premises by other guests and members of the Hotel. Group's contracts with its contractors will all specify that contractor and the group will indemnify and hold hotel harmless from any and all damages or liabilities which may arise by such Contractors or through their use. Any contracted company working at Hotel is required to carry and maintain workers' compensation insurance in statutory amounts; comprehensive general public liability insurance covering automobile, personal injury and property damage with single limits of not less than one million dollars per person per occurrence. All such policies (except workers' compensation) shall specifically state hotel is named as an additional insured under the above policy. Such insurance shall be primary and not contributory with Hotel. Damage to the Hotel premises by the Group or appointed contractors will be the Group's responsibility. Group will accept full responsibility for any damages resulting from any action or omission of their individual attendees in conjunction with organized group activities. The Hotel reserves the right to advance approval of all specifications, including electrical requirements, from all outside contractors, and to charge a fee for outside services brought into the Hotel. Group bears all responsibility for the payment of any charges incurred at the Hotel by its contractors.

Security: If required, in Hotel's reasonable judgment, or upon request of the Group, in order to maintain adequate security measures in light of the size and/or nature of the Event, you will provide, at your expense, security personnel supplied by a licensed guard or security agency, which agency will be subject to Hotel's prior approval. Such security personnel may not carry weapons unless prior written approval is granted by Hotel. Security agency will be required to provide proof of insurance, naming the hotel and management company as additional insureds to the policy, and sign a hold harmless agreement before they will be allowed to provide services on Hotel premises.

Signage: Signs and banners are not allowed in the hotel's public areas. In regard to the group's meeting space, all signs must be professionally printed and their placement and posting be pre-approved by the Convention Services Department. Nothing shall be posted, nailed, screwed or otherwise attached to walls, floors, or other parts of the building or furniture. Distribution of gummed stickers or labels is strictly prohibited. If Group desires to hang or adhere posters, banners, flip chart paper or other material in meeting rooms, sleeping rooms or public space, your conference service manager must be notified of this request in advance, and will assist Group with the request in order to avoid damage to rooms, walls, etc. Any damage to Hotel as a result of not having prior approval will be billed to Group.

Placement of Tables and Use of Decorations, Props and Staging: Tables must be located in compliance with the local Fire Department regulations pertaining to mandatory aisles and fire exits. Group is responsible for ensuring that decorations, props, or staging brought into the hotel comply with local fire department regulations. Group may not utilize pyrotechnics.

Promotional Materials: Hotel has the right to review and approve in advance any advertisements or promotional materials in connection with Group function which specifically refers to the Hotel, or uses its name or logo.

Function Space Assignments: The Hotel reserves the right to assign another room for your function in the event the room originally designated for your function shall be unavailable or inappropriate, in the Hotel's sole opinion. In the event of increased costs or unavailability of commodities or menu items, the Hotel may, at its option, make reasonable substitutions in menu items.

Music: Loud music and bands are not allowed in any public areas or meeting rooms during daily business hours. Any use of amplifiers or live music must be approved in advance in writing. We reserve the right to control decibel levels in all areas of the Hotel. You represent and warrant that all copyright and publishing fees for all compositions, materials or arrangements performed or played at your event have been paid in full and you agree to indemnify, defend and hold harmless Hotel and its management company for any and all claims and damages related to the performance of any copyrighted works.

ENTIRE AGREEMENT: This Agreement, appendices, addenda and exhibits attached hereto and incorporated herein, shall be deemed accepted only after it has been signed by a representative of the Group and thereafter signed by a representative of the Hotel. Group shall present Hotel an executed version signed by Group's Representative prior to Thursday, March 28, 2019. Upon Hotel's acceptance of this agreement, it will be placed on a definite basis and will be binding upon Hotel and Group.

The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign.

ACCEPTED AND AGREED TO:

Group: Texas A&M University

By: Dean K. Endler

By: _____

Dean K. Endler, University Contracts Officer

Dated: 10 MAY '19

HOTEL:

JDHQ Hotels LLC

By: _____

Allie Streeter, Sales Manager

Dated: 5/13/19

Director of Sales:

Name: Sanaida Goodner, Director of Sales

Dated: 5/13/19