

Agreement between **Arabella Hospitality SE,**  
**The Westin Grand Frankfurt and Texas A&M University**

<p><b>Texas A&amp;M University</b> <b>Dept. of Engineering Technology &amp; Industrial</b> <b>Events</b> <b>Mail Stop 3367 TAMU</b> <b>College Station, Texas 77843-3367</b></p> <p><b>Dr. Bharani Nagarathnam</b></p>	<p><b>Arabella Hospitality SE</b> <b>The Westin Grand Frankfurt</b> <b>Konrad-Adenauer-Str. 7</b> <b>60313 Frankfurt</b></p> <p><b>Yesim Ergincan</b> <b>Senior Director of Convention Sales</b></p>
<p>Tel.: 979-847-8341 Email: bharani@tam4.edu</p>	<p>Tel.: Fax: 0049 69 2981 813 Email:</p>

V.A.T. Reg.- Nr. DE 231224970

This Agreement between **Texas A&M University** and **Arabella Hospitality SE, The Westin Grand Frankfurt** is effective as of the date it is signed by Hotel.

This Agreement must be signed and returned to Hotel accompanied by the deposit stated below to confirm the Group event no later than the **07.05.2019**. However, if prior to the 07.05.2019 a third party requests some or all of the event dates set out in this Agreement and is in a position to sign an agreement immediately with the Hotel, we will advise Group in writing and Group will have 3 business days from the date of such notice to confirm the booking set out in this Agreement by returning to the Hotel a signed Agreement and deposit failing which the Hotel may at its discretion and without any liability to the Group enter instead into an agreement with the third party in respect of some or all of the Event Dates set out in this Agreement.

**EVENT DATES:** 12.10.2019 until 16.10.2019

**CURRENCY:** All prices stated in this Agreement are in Euro.

**GUEST ROOMS:**

This Agreement applies to the following block of guest rooms:

Room Type	Saturday		Sunday		Monday		Tuesday	
	12.10.19		13.10.19		14.10.19		15.10.19	
Classic Room Single Use	45	€289.00	45	€289.00	45	€289.00	45	€289.00
Total	45	€13,500.00	45	€13,500.00	45	€13,500.00	45	€13,500.00

**GUEST ROOM RATES:****BREAKFAST / INTERNET**

- Our Full American Breakfast Buffet in the restaurant motions is included in the offered rate at €13.00 per person per day. Contracted rates can only be booked as a package (accommodation & breakfast). There will be no refund, if breakfast is not consumed. Room service breakfast is not included in the room rates.
- Single Rates are applicable to 1 room occupant.
- Rates include all valid taxes at submission time. Local levied taxes owed by the guest himself due to the particular municipal law, like visitor's tax, are not included. If statutory VAT or local taxes/fees are introduced or changed rates will be adjusted
- Group commits to fulfill its daily room block commitment as allotted above each day. If Group fails to fulfill its above commitment per day, cancellation charges will apply.
- Free WIFI in all public areas (3Mbit/s) and high speed internet in the rooms.

**ADDITIONAL AGREEMENT**

Please kindly acknowledge that the room rate mentioned above is just valid in conjunction with the booking of your event.

**Minimum Stay**

All offered rates are based on a minimum stay of **4 Nights from 12<sup>th</sup> October 2019**. In case of any adjustments to this schedule we reserve the right to recalculate the prices.

**Booking Capacity**

All offered rates are based on the original requested volume. In case of any adjustments to this schedule we reserve the right to recalculate the prices.

**ROOMING LIST**

Guest room reservations will be made by rooming list that includes a clear listing of names, arrival/departure dates, and types of accommodations desired for each individual. The rooming list must be received no later than **28<sup>th</sup> September 2019**. All reservations made by rooming list will be guaranteed for arrival to the Master Account.

**CHECK-IN /CHECK OUT:**

Check in Time is at 3:00 pm and Latest Check out time is noon.

An early departure fee of 90% of room rate per room night will apply if a Group attendee checks out prior to the confirmed checkout date.

**PORTERAGE**

A portorage charge of €5,00 in and out applies per person will be assessed for Group arrivals or departures to/from Hotel's facility, at the time of check-in or departure, requiring luggage handling or requiring any form of transportation to/from meeting space.

**ROOM DROP CHARGES**

A room drop charge by name of €5,50 will apply per room and for room drop without names it will be charged at €3,50 per room for reasonable sized items of size and weight that may be carried by 1 hotel staff member for in room deliveries.

**REDUCTION & CANCELLATION POLICY – ROOMS**

After signing the contract the reserved rooms cannot be cancelled free of charge. Reductions free of charge will be granted as follows:

20% of the contracted room allotment until 4 months prior to the arrival

10% of the remaining room allotment until 1 month prior to the arrival

5% of the remaining room allotment until 2 weeks prior to the arrival

Cancellations made for a particular day or period are not possible. Only Cancellations all-over the booked period will be accepted. The withdrawal declaration must have reached the hotel or the orderer within the period/s mentioned above. A withdrawal right restricted to particular days or periods is inadmissible.

Any cancellations / reduction after these dates will be charged at 90% of the contracted rate to the master account.

**NO-SHOWS**

Should guests not arrive despite the guaranteed booking, the Hotel reserves the right to charge the costs (90% of the room rate for the entire length of stay) to the master account.

**TOURISM CONTRIBUTION FEE**

For Leisure Travel only: The City of Frankfurt will collect a Tourism Contribution Fee of EUR 2.00 per person/ per day, including infants, which will be charged to the guest room invoice to be settled on check out. Please check applicable option.

Purpose of the stay:

<input checked="" type="checkbox"/> Business	<input type="checkbox"/> Leisure
--	----------------------------------

**PAYMENT OPTIONS:**

Payment will be made as indicated below. *Please check applicable option.*

Guest rooms (including taxes and automatic or mandatory charges)	<input checked="" type="checkbox"/> Group	<input type="checkbox"/> Guests
Guest Incidental charges	<input type="checkbox"/> Group	<input checked="" type="checkbox"/> Guests
Parking fee charges	<input type="checkbox"/> Group	<input checked="" type="checkbox"/> Guests
Tourism Contribution fee (for leisure travel only)	<input type="checkbox"/> Group	<input checked="" type="checkbox"/> Guests
Check out for children (optional)	<input type="checkbox"/> Group	<input checked="" type="checkbox"/> Guests

- If you do not mark anything, we assume that all costs are transferred to the master account.
- Hotel will set up a "Master Account" for Group for payment of charges including costs and charge for guest rooms and **guest incidentals** under this Agreement and Group agrees to pay those charges. Group must review all charges billed to the Master Account to ensure accurate billing.
- Payment of all undisputed amounts is due within **14** days of Group's receipt of invoice from Hotel, and if not paid within such period will accrue interest at **8 %** above base rate from the due date to the date of payment. Group must notify Hotel of any disputes within **5** business days of Group's receipt of invoice from Hotel. If Group falls behind on payments due to Hotel or if Group's credit status has changed negatively, Hotel may require payment of all estimated Master Account charges no later than 14 days before 12.10.2019
- All individual guest reservations must be fully prepaid by **24<sup>th</sup> August 2019** or the reservation is subject to cancellation by Hotel, at its option. Prepayment can be made by the guest authorizing prepayment to the credit card used to make the reservation deposit, or by electronic payment sent to the bank account of the Hotel.

The final invoice will be sent to the following address:

**Dr. Bharani Nagarathnam**  
**Dept. of Engineering Technology & Industrial Distribution**  
**Mail Stop 3367 TAMU**  
**Texas A&M University**  
**College Station, Texas 77843-3367**

**DEPOSIT SCHEDULE:**

The following deposits are due by Group as set out below. The initial deposit of **10%** is non-refundable. The Hotel may keep further deposits to the extent that any cancellation charges or attrition damages are due to the Hotel. Any surplus will be returned to Group. All such deposits are non-refundable. Additional deposits may be required after the date of this Agreement if Group event charges increase or are not covered in this Agreement.

Date	Item	Number	Price	Total
12.10.2019	Classic Single Room	45	289,00 €	13.005,00 €
13.10.2019	Classic Single Room	45	289,00 €	13.005,00 €
14.10.2019	Classic Single Room	45	289,00 €	13.005,00 €
15.10.2019	Classic Single Room	45	289,00 €	13.005,00 €
<b>Costs Total</b>				<b>52.020,00 €</b>
Deposit due after signing the contract until 07th May 2019			10%	5.202,00 €
Deposit due until 24th August 2019			90%	46.818,00 €

You will get a deposit request after signing the contract.

Failure to make payment of any element of the deposit on the due date may result in the Hotel exercising its right to cancel the Agreement in accordance with the cancellation provisions above. The final bill is to be settled upon departure.

In addition to the deposit we require a credit card information. Please send back the attached form along with the contract.

**PAYMENT:**

Payments can be made by Credit Card or Bank Transfer. If Hotel accepts payment by credit card, a valid credit card must be provided to Hotel and all Master Account charges will be charged to such credit card at departure. Group shall pay any amounts due under this Agreement, including any element of the deposit, based on relevant invoices issued by Hotel. All payments shall be made on or before the due dates set out in this Agreement or, if no such dates are specified, within three (3) days from the date the relevant invoice is received by Group and by electronic wire transfers (or the payment method agreed upon), to the following bank account:

Name of Entity	<b>Hypo Vereinsbank Frankfurt</b>
IBAN Code	<b>DE39 5032 0191 4270 2758 64</b>
SWIFT CODE:	<b>HYVEDEMM430</b>
Blocking ID :	<b>7532571</b>

**COMMISSION:**

The offered rates are non-commissionable.

**SECURITY:**

Hotel does not provide security in the event and function space and all personal property left in the event or function space is at the sole risk of the owner. Group will advise its attendees that they are responsible for safekeeping of their personal property. Hotel may reasonably require Group to retain security personnel in order to safeguard guests or property in Hotel. Security personnel are not authorized to carry firearms without explicit advance written approval from the Hotel (in its absolute discretion). In any event any approval of the carrying of firearms will be subject to and without prejudice to all requirements within the local jurisdiction insofar as they relate to the carrying of firearms and it shall be the responsibility of the Group to establish the nature of all such requirements and to ensure compliance with all such requirements at all times.

**SMOKE FREE POLICY:**

Hotel is a smoke free hotel. Restaurants on property that are not operated by Hotel may not participate in the smoke free policy. To protect the smoke free environment, Hotel will charge **€250,00** cleaning fee to the account of any guests who smoke in their guest room. To ensure the cooperation and comfort of Group's attendees, Group agrees to advise its attendees of the smoke free policy in writing.

**ANCILLARY SERVICES:**

Hotel may provide, or contract with third parties to provide, ancillary services (e.g. Audio-Visual, florists) to Group for additional charges. Upon prior written consent by Hotel, Group may use its own vendors for such services provided that Group's proposed vendors are notified to the Hotel and the Hotel in its absolute discretion deem such vendors to meet the minimum standards established by Hotel, including insurance and indemnification requirements. Group will inform Hotel of its decision to bring its own vendor at least 30 days prior to 12 October 2019, and will sign, and have its vendor sign, the Hotel's appropriate form of External Supplier Joinder at least 21 days prior to 12 October 2019. The limits on liability set out below shall not apply to any act or omission any third party ancillary service provider engaged by the Group.

**RELOCATION:**

If any guest room reservation included in the Room Block cannot be accommodated by Hotel, Hotel will provide: (1) accommodations at a comparable Hotel reasonably nearby (2) one complimentary round trip ground transportation between Hotel and the alternate hotel for each day the guest is displaced; (3) an offer to relocate the displaced guest back to the first available guest room

**CHAIN AFFILIATION:**

Hotel will promptly notify Group upon any change in the brand under which the Hotel facility is operating. If any such change in brand decreases the star rating of the Hotel's facility, Group will have the right to terminate this Agreement without liability with written notice to Hotel as long as such notice is given within 30 days of Group' receipt of notice of such change.

**DISCLOSURE:**

Group will be responsible for determining to whom it needs to disclose any terms of this Agreement, including any commission or rebate that it may receive. Group will disclose to all Group attendees the type and amount of all automatic and mandatory charges that will be charged to them by Hotel.

**LAWS AND POLICIES:**

Group will comply with all applicable laws, statutes, codes, ordinances, rules and regulations, including any applicable Hotel policies.

**GENERAL DATA PROTECTION REGULATION (GDPR):**

Marriott International, Inc. ("Marriott") is committed to complying with obligations applicable to Marriott under applicable privacy and data protection laws, including to the extent applicable EU data protection laws. Hotel shall comply with the then-current Marriott Group Global Privacy Statement (the "Privacy Statement," currently available at <http://www.marriott.com/about/privacy.mi>) with respect to any personal data received under this Agreement.

Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration.

Texas A&M University will obtain all necessary rights and permissions prior to providing any personal data to Hotel, including all rights and permissions required for Hotel, Hotel affiliates, and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Hotel's privacy statement and applicable law. Notwithstanding any other provision, Hotel may use an individual's own personal data to the extent directed by, consented to or requested by such individual.

**CONFIDENTIAL INFORMATION:**

A party may have access to information of the other party that is marked as confidential or which, by its nature or circumstances of disclosure, would reasonably be presumed to be confidential ("Confidential Information"). Both parties agree to maintain the confidentiality of the Confidential Information and may only use the Confidential Information in connection with fulfilling its obligations under this Agreement. Confidential Information will not include (1) information that is publicly available; (2) PII, which will be handled by the parties in accordance with the "Privacy" provision above; or (3) information that is left or discarded in event rooms, public spaces or guest rooms.

**LIMITED LIABILITY:**

Neither party will be liable to the other for any special, incidental, indirect, consequential, punitive or exemplary damages, however caused, arising out of or relating to this Agreement. The entire liability of either party to the other party for any loss or damage resulting from any claims arising out of this Agreement shall not exceed the greater of: (a) the aggregate fees and expenses paid and payable to Hotel under this Agreement or (b) the amounts payable under any applicable insurance policies maintained by the liable party; provided that the foregoing cap shall not apply to: (i) indemnification claims; (ii) claims for breach of confidentiality; (iii) claims for bodily and personal injury, death, or tangible property damages; and (iv) damages caused by willful misconduct, gross negligence or criminal acts. None of the limits of liability or exclusions set out in this clause shall apply in respect of any liability arising out of any act or omission of, or related to a breach by, any external third party ancillary service supplier.

**INSURANCE:**

Each party will maintain insurance sufficient to cover any claims or liabilities which may reasonably arise out of or relate to its obligations under this Agreement and will provide evidence of such insurance upon request.

**CONSTRUCTION:**

Hotel will promptly notify Group of any construction or remodeling to be performed in Hotel over the Event Dates other than routine maintenance and Hotel will use all commercially reasonable efforts to insure that any such occurrence will not materially interfere with Group's use of Hotel. Should construction or remodeling be mutually determined by Group and Hotel to materially interfere with Group's event, Group will have the right to terminate this Agreement without liability with written notice to Hotel as long as such notice is given within 30 days of Group's receipt of notice of such construction or remodeling.

**EMERGENCY PLAN:**

Hotel has an emergency and crisis management plan that addresses how to prepare for and react to events such as fires, communicable disease outbreaks, terrorist incidents, natural disasters and other extraordinary situations. This plan is based in large part upon Starwood's proprietary corporate-level plan, which was prepared with the assistance of outside consultants, and is regularly reviewed and adapted to address this Hotel's particular circumstances. Group may view the table of contents of Hotel's plan at Hotel premises, but may not copy or keep any part of the plan in order to protect Hotel's proprietary information.

**INDEMNIFICATION:**

Each party will indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from (i) actual or threatened claims by any third party resulting from its culpable breach of this Agreement or (ii) negligence, gross negligence or intentional misconduct of such party or its representatives or agents when acting within the scope of their employment or agency or (iii) negligence, gross negligence or intentional misconduct of its conference delegates or other individuals attending the function. Neither party will be liable for punitive damages.

**GOVERNING LAW AND DISPUTE RESOLUTION:**

This Agreement shall be governed by, and construed and enforced by the laws of Germany. In the event of a dispute between the parties in respect of this Agreement, the parties shall first attempt to resolve such dispute as soon as practicable through good faith negotiation. Any dispute that cannot be resolved mutually through good faith negotiation shall be referred to and resolved by binding arbitration under the rules of the International Chamber of Commerce. The arbitration shall be conducted by one arbitrator. The place of arbitration shall be in the city where the Hotel is located and shall be conducted in the English language. The award and decision of the arbitrator shall be conclusive and binding on all parties, and judgment upon the award may be entered into any court of competent jurisdiction. Notwithstanding the foregoing, any party to a dispute may at any time seek temporary or permanent injunctive or other equitable relief.

**FORCE MAJEURE:**

If acts of God or government authorities, natural disasters, or any other event beyond a party's reasonable control make it illegal or impossible for such party to perform its obligations under this Agreement, such party may terminate this Agreement upon written notice to the other party without further liability. For the avoidance of doubt, any deposit paid by Group before the event shall be reimbursed in circumstances where the Hotel suffers the event of a force majeure and is unable to perform its obligations.

**ASSIGNMENT:**

Group may not assign or delegate its rights or duties under this Agreement without Hotel's prior written approval.

**NOTICE:**

All notices, requested, approvals, demands and other communications required or permitted to be given under this Agreement shall be in writing (which for the purposes of this Agreement shall not include e-mail) and to the address of the party first mentioned above. Facsimile or electronic execution and delivery of this Agreement and all notices hereunder shall be legal, valid and binding execution and delivery for all purposes.

**SEVERABILITY:**

If any provision of this Agreement or any part of any such provision is held to be invalid or unenforceable that provision or the relevant part will be eliminated or limited to the minimum extent possible, and the remainder of the Agreement will have full force and effect.



The „General Terms and Conditions for Accommodation and Events“, a component part of this Contract and an annex hereof, shall apply.

Through:	Through:		
<b>DEAN K. ENDLER</b> UNIVERSITY CONTRACTS OFFICE	<b>Osman Ergincan</b> Senior Director of Convention Sales	<b>Rahim Rahman</b> Senior Financial Director	<b>Peter Reischl</b> General Manager
Signature & Stamp	Signature & Stamp		
Date: 25 JUN '19	Date: 19.06.19		

The Westin Grand Frankfurt  
 Konrad-Adenauer-Strasse 7, 60313 Frankfurt am Main, Germany  
 T +49 (0)69.2981.0 F +49 (0)69.2981.810  
 grandfrankfurt@westin.com  
 www.westingrandfrankfurt.com

Arabella Hospitality SE | Societas Europaea (SE) |  
 Registered Office Munich | Munich Local District Court HRB (Commercial Register Section B) No. 185340  
 Managing Directors: Christoph Miehle (CEO), Stefan Flechbach (CFO), Martina Maly-Gärtner (COO)  
 Administrative Board: Christoph Miehle (Chairman)  
 V.A.T. ID No. DE272062109 | HypoVereinsbank AG Frankfurt  
 IBAN DE39 6032 0191 4270 2758 64 | SWIFT HYVEDE33