

Revised Purchase Order



Sales Tax Exemption

Texas A&M University is exempt from state and municipal sales taxes under Chapter 20 Title 122A, revised Civil Statutes of Texas, for all purchases made for the exclusive use of Texas A&M.

The laws of the State of Texas shall govern this Purchase Order.

Member of the Texas A&M University System.

Purchase Order			
Purchase Order Date	PO/Reference No.	Revision No.	Revision Date
Jul 9, 2025	AB1043504	1	Jul 9, 2025
Contact instructions for questions regarding this Purchase Order: If Buyer Contact information is listed below, please contact the Buyer. If not, please contact the Customer.			
Buyer Contact:			
Buyer	Buyer Email	Buyer Phone Number	
sww - Wolfe, Wes	swolfe3@tamu.edu	979.845.2014	
Customer Contact:			
Name:	TAMU ORDERING DEPT 02-CNVE		
Email:	jpena@mays.tamu.edu		
Phone:	+1 979-862-2134		

Order acceptance instructions:

For Order Acceptance Instructions and other Terms and Conditions applicable to this PO, see the "Notes to Supplier" section below.

Supplier Information	Delivery Information
Supplier Name TEXAS A&M HOTEL & CONFERENCE CE NCCD-CAIN HALL DBA Address 177 JOE ROUTT BLVD COLLEGE STATION, Texas 77840 United States Phone +1 480-290-0432 FOB / FREIGHT Destination Pre-Pay & Add No Payment Terms 0, Net 30 Contract Number - Header no value Contract Number - Line no value Quote number	Delivery Address TAMUS Member: 02-Texas A&M University (02) Attn: Jeannette Pena McFerrin Ctr for Entrepreneurship Suite 1700 Research Pkwy 4123 TAMU College Station, TX 77843 United States Delivery Information Required Delivery Date Ship Via Best Carrier-Best Way

Notes to Supplier

Shipping Instructions

Attachments for supplier

CNVE 215180-20010...

PO Clauses

Header	ID	Description	Details
	001	No Collect Freight Charges Accepted	Neither COD nor "Collect" freight or handling charges will be accepted.
	100	Order Acceptance Instructions - TAMU	Vendor guarantees that the products delivered, or the services performed, as a result of this Purchase Order will meet or exceed all specifications herein. Any exceptions to the pricing or the description contained herein must be approved by Texas A&M's Department of Procurement Services in writing prior to shipping or performance. This Purchase Order is governed by the laws of the State of Texas and Texas A&M's Terms & Conditions (the version that is effective as of the Purchase Order Date or the Revision Date specified above, whichever is later), which are incorporated into and made a material part of any Purchase Order issued by Texas A&M.
	102	Terms & Conditions - TAMU	Terms & Conditions - Texas A&M University -This purchase order is issued on behalf of Texas A&M University and is governed by the Terms & Conditions found online: https://purchasing.tamu.edu/_media/TAMU.BID.TERMS.WEB.20250321.pdf

Line No.	Product Description	Catalog No.	Size / Packaging	Unit Price	Quantity	Ext. Price
1 of 2	Texas High School Ideas Challenge for McFerrin Center per Invoice 350157 dated April 23, 2025	NA	EA	25,966.20 USD	1 EA	25,966.20 USD
2 of 2	AV Rental & Service	NA	EA	3,121.92 USD	1 EA	3,121.92 USD
Total						29,088.12 USD

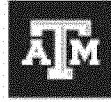
Billing Information

To assure timely payment please e-mail invoices to the email provided in the bill to address. If the invoice is sent via email, please do not send a duplicate copy through the mail. Only if email is not an option then submit invoices to the billing address indicated in the "Billing Address" section. To inquire about electronic invoicing via cXML, CSV or PO flip through the supplier portal, e-mail vendorhelp@tamu.edu.

Invoice must include the PO/Reference number shown above.

Billing Address

Texas A&M University-Accounts Payable
 Do Not Mail Invoices
 Email invoices to invoices@tamu.edu
 750 Agronomy Rd Suite 3101
 6000 TAMU
 College Station, TX 77843-6000



Texas A&M Hotel and
Conference Center
DOUG PITCOCK '49

Date: April 23, 2025

INVOICE # 350157

McFerrin Center for Entrepreneurship
Texas High School Ideas Challenge

Attention: Tammy Wiederhold
Tel: 979-458-6975
Email: tammyw@tamu.edu

Date	REF	Description	Amount
Registration Table			
4/17/2025	BEO 19946	Bottled Water 24 @ \$4 per	\$ 96.00
		Service Charge 24%	\$ 23.04
Breakfast			
4/17/2025	BEO 19801	Fruit & Berry Display 30 @ \$8 per	\$ 240.00
		Breakfast Tacos 6 @ \$28 per	\$ 168.00
		Regular Coffee 6 gal @ \$75 per	\$ 450.00
		Decaf Coffee 2 gal @ \$75 per	\$ 150.00
		Orange Juice 2 gal @ \$68 per	\$ 136.00
		Assorted Soft Drinks 5 @ \$4 per	\$ 20.00
		Service Charge 24%	\$ 279.36
Lunch			
4/17/2025	BEO 19256	Taco & Nacho Buffet 210 @ \$29 per	\$ 6,090.00
		Service Charge 24%	\$ 1,461.60
Reception			
4/17/2025	BEO 19257	Slider Building Station 150 @ \$18 per	\$ 2,700.00
		Mac & Cheese Bar 150 @ \$25 per	\$ 3,750.00
		Sundae Bar 150 @ \$24 per	\$ 3,600.00
		Farmers Market Crudite 75 @ \$12 per	\$ 900.00
		Soft Pretzels 6 doz @ \$55 per	\$ 330.00
		Popcorn Station 125 @ \$18 per	\$ 2,250.00
		Sundae Attendant 1 @ \$75	\$ 75.00
		Service Charge 24%	\$ 3,247.20
AV			
4/17/2025	BEO 19256	AV Rental Package	\$ 408.00
		Service Charge 24%	\$ 97.92
SUBTOTAL			\$ 26,472.12

		BALANCE FORWARD	\$	26,472.12
		AV		
4/17/2025	BEO 19802	Riser (6x8) 2 @ \$100 per	\$	200.00
		Wireless Microphone 1 @ \$125	\$	125.00
		Service Charge 24%	\$	78.00
		AV		
4/17/2025	BEO 19255	Wired Microphone 1 @ \$75	\$	75.00
		Service Charge 24%	\$	18.00
		Meeting Room		
4/17/2025	BEO 19255	Room Rental - Hullabaloo	\$	500.00
		State Occupancy Tax 6%	\$	30.00
		Meeting Room		
4/17/2025	BEO 19254	Room Rental - Laurel	\$	500.00
		State Occupancy Tax 6%	\$	30.00
		Meeting Room		
4/17/2025	BEO 19254	Room Rental - Oak	\$	500.00
		State Occupancy Tax 6%	\$	30.00
		Meeting Room		
4/17/2025	BEO 19251	Room Rental - Reveille I	\$	250.00
		State Occupancy Tax 6%	\$	15.00
		Meeting Room		
4/17/2025	BEO 19253	Room Rental - Reveille II	\$	250.00
		State Occupancy Tax 6%	\$	15.00

Balance Due	\$	29,088.12
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Please make checks payable to:

Texas A&M Hotel and Conference Center

1239 TAMU

College Station, TX 77843

Invoice is payable upon receipt. If you have any questions, please contact Jessica Williams at jwilliams@texasamhotelcc.com or (979)-260-2243 within 10 business days from the invoice date so that we may resolve any issues in a timely manner.

THANK YOU SO MUCH FOR YOUR BUSINESS!



EVENT NAME: Texas High School Ideas Challenge

EVENT DATES: Thursday, April 17, 2025 - Thursday, April 17, 2025

Date: November 22, 2024

CLIENT ACCOUNT INFORMATION		HOTEL INFORMATION	
Contact Name	Tammy Wiederhold	Sales Manager	Kaitlyn Chilek
Title	Program Coordinator, McFerrin Center for Entrepreneurship	Title	Day Meeting Manager
Account	Texas A&M University – McFerrin Center for Entrepreneurship	Property	Texas A&M Hotel and Conference Center
Address	,	Address	177 Joe Routt Boulevard College Station, TX 77843
Phone	xxx-xxx-xxxx	Phone	(979) 260-2309
Email	tammyw@tamu.edu	Email	kchilek@texasamhotelcc.com

Pursuant to this contract, once accepted, Texas A&M University - Mays Business School will hold an event at the Texas A&M Hotel and Conference Center (“Hotel”).

TAXES

Occupancy Tax

All guest rooms are subject to room occupancy tax, which is currently 15.75% to include 6% State Tax and 9.75% City/County Tax. Taxes are subject to change.

Banquet Tax

Banquet Food and Beverage Tax is currently 8.25% Banquet Service Charge (taxable at 8.25%) is 24%. All banquet food, beverage, and audio-visual charges are subject to service charge. Tax and service charge rates are subject to change.

Tax Exemption

In the event that Group is tax-exempt, Group must present all documentation required by Hotel and the State of Texas and pay in the manner mandated by the State. Group hereby accepts all liability and agrees to indemnify, defend and hold harmless Hotel for all taxes paid and costs incurred, including attorney fees, if a taxing authority requires Hotel to remit tax for the room nights stipulated in this agreement.

FOOD & BEVERAGE / MEETING REQUIREMENTS

No Charge for Function Space (Century I & II)

Though we usually charge for usage of our function space, the hotel will provide all function space you require in accordance with the schedule of events which is described below on a complimentary basis, in recognition of the revenue we will derive from the provision of room nights, food and beverage services, and ancillary services hereunder.

Please ensure that the schedule below includes all the space necessary to accommodate set-up and break-down times, all audio-visual needs, and displays. Two months prior to your event, we require a final program of events to finalize specific daily requirements. Nothing in these documents will be construed to waive or alter the rooms and food and beverage revenue requirements set forth in this contract. Should you desire additional food and beverage services and/or meeting space beyond that specified in the schedule of events below, please advise us as soon as possible so that we may attempt to secure such additional space for your use. The addition of food and beverage services and/or meeting space will be subject to availability and additional fees.

The hotel reserves the right to make reasonable substitutions in meeting and banquet spaces (including those which may be required by inclement weather) and/or menu selections.

Function Room Rental (Reveille I & II, Hullabaloo, Oak, Laurel)

The hotel will provide all the function space you require in accordance with the schedule of events which is described below for a fee of **\$2000.00** in recognition of the revenue we will derive from the provision of room nights and food and beverage services and ancillary services hereunder.

Please ensure that the schedule below includes all the space necessary to accommodate set-up and break-down times, all audio-visual needs, and displays. Two months prior to your event, we require a final program of events to finalize specific daily requirements. Nothing in these documents will be construed to waive or alter the rooms and food and beverage revenue requirements set forth in this contract. Should you desire additional food and beverage services and/or meeting space beyond that specified in the schedule of events below, please advise us as soon as possible so that we may attempt to secure such additional space for your use. The addition of food and beverage services and/or meeting space will be subject to availability and additional fees.

The hotel reserves the right to make reasonable substitutions in meeting and banquet spaces (including those which may be required by inclement weather) and/or menu selections.

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
04/17/2025	8:00 AM	5:00 PM	Meeting	HULLABA LOO	Theatre	80	\$500.00
04/17/2025	8:00 AM	5:00 PM	Breakout	REVEILLE I	Classroom	20	\$250.00
04/17/2025	8:00 AM	5:00 PM	Breakout	REVEILLE II	Classroom	20	\$250.00
04/17/2025	8:00 AM	5:00 PM	Breakout	LAUREL	Classroom	20	\$500.00
04/17/2025	8:00 AM	5:00 PM	Breakout	OAK	Classroom	20	\$500.00
04/17/2025	12:00 PM	1:00 PM	Lunch	CENTURY I & II	Rounds	200	N/A
04/17/2025	4:30 PM	7:00 PM	Student Showcase	CENTURY I & II	Exhibits	200	N/A

DAY/EVENT GUEST PARKING

Parking in Gene Stallings Boulevard Garage is available to individual day/event guests through Texas A&M Transportation Services at the hourly rates set forth and posted on the day of the event. Group may purchase day/event parking passes for their day/event guests to be charged back to the master account. Please advise your conference planning manager if you would like to make these arrangements. Gene Stallings Boulevard Garage is connected to the Hotel via covered walkway. Day/event guest parking does not include in and out privileges.

BANQUET FOOD & BEVERAGE MINIMUM

A la Carte Food and Beverage Minimum

Group guarantees an overall food and beverage minimum of **\$8000.00** in catered/banquet revenue. The aforementioned minimum excludes tax, service charge, site fees, outlet and hospitality suite charges for calculation purposes.

FOOD AND BEVERAGE

Licensing

Texas A&M Hotel and Conference Center is licensed to serve food and beverages. All food and beverage items consumed in banquet rooms, outlets, hospitality suites and/or other venues must be purchased from Texas A&M Hotel and Conference Center. Food and/or beverages of any kind are not permitted to be brought into the Texas A&M Hotel and Conference Center.

Alcoholic Beverage Service

Texas ABC laws and regulations governing the service of alcoholic beverages, hours of service, minimum age for consumption, location where drinks may be served and consumed and other applicable laws will be strictly adhered to by all guests and patrons. Texas A&M Hotel and Conference Center reserves the right to enforce limitations on the consumption of alcohol by any guest or patron, including guests that attend Group Event(s) at its sole discretion.

Pricing and Catering/Banquets Policies

Based on market conditions food and beverage prices tend to fluctuate in accordance with market. For this reason, menu pricing, for planned food and beverage functions, will be guaranteed no earlier than sixty (60) days prior to the Event. All prices are subject to appropriate taxes. See "Taxes & Services". Texas A&M Hotel and Conference Center requests that Group take the opportunity to carefully review the policies and procedures contained in the Banquet Menus. Unless otherwise noted, these standards shall apply for Group banquet function(s).

Attendance Guarantee

All planned food and beverage functions require a guaranteed number of persons a minimum of seventy-two (72) business hours prior to the time of the scheduled function (the "Food and Beverage Guarantee Date"). Should the attendance guarantee not be received in accordance with the guidelines outlined above, the contracted count will become the guarantee. Texas A&M Hotel and Conference Center agrees to set and prepare for 5% over the guaranteed count. Banquet Event Orders will be provided separately by Texas A&M Hotel and Conference Center, summarizing specific details of the food and beverage function. Nothing in the attendance guarantee will reduce or negate the group's responsibility to actualize the contractually required banquet food and beverage revenue minimum.

Cancellation After Guarantee Due Date

In the event of any cancellation or partial cancellation of individual food and beverage functions after the Food and Beverage Attendance Guarantee Date, Texas A&M Hotel and Conference Center will charge Group for 100% of the guaranteed amount set forth on the Banquet Event Order.

ANTICIPATED BANQUET FOOD AND BEVERAGE REVENUE FIGURES

At this time, the hotel is anticipating revenues of **\$10,000.00**. Contracted Food and Beverage Minimum is \$8000.00. Contracted Room Rental is \$2000.00.

CANCELLATION

In the event of a group cancellation occurring 0 to 30 days prior to arrival, liquidated damages in the amount of one hundred percent of the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures" will be due, plus applicable taxes and service charges.

In the event of a group cancellation occurring 31 to 90 days prior to arrival, liquidated damages in the amount of ninety percent of the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures" will be due, plus applicable taxes and service charges.

In the event of a group cancellation occurring 91 to 180 days prior to arrival, liquidated damages in the amount of eighty percent of the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures" will be due, plus applicable taxes and service charges.

In the event of a group cancellation occurring 181 to 365 days prior to arrival, liquidated damages in the amount of seventy percent of the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures" will be due, plus applicable taxes and service charges.

FORCE MAJEURE

No damages shall be due for a failure of performance occurring due to Acts of God, war, government regulation, disaster, or strikes, any one of which make performance impossible.

BILLING PROCEDURES AND DEPOSIT SCHEDULE

Billing Arrangements – Direct Billing

Please complete the enclosed direct bill application and return it to our Accounting Department within 30 days so that we may attempt to approve credit for your meeting. Groups booking more than 6 months prior to arrival must be in good credit standing at 6 months prior to be direct billed. If credit is not requested or is not approved by that time, 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.

Payment of all master account charges direct billed must be made within thirty (30) days of receipt of Hotel invoice, after which interest shall accrue at 18% per annum, or the highest rate permitted by law, whichever is lower. Group may be subject to interest charges for amounts that go unpaid after thirty (30) days. Payment of the Master Account must be by wire transfer, cash, company or certified check. Disputed items shall be paid within ten days of the resolution of the dispute, along with interest thereon commencing 30 days after the bill was first received. Attrition and cancellation charges shall be posted to the master account.

Charges to Master Account

The following items shall be charged to the Master Account: [sleeping rooms], [tax], [incidentals], [service charges], [banquet food and beverage charges], attrition charges, meeting space rental charges (if any), cancellation charges, and any other charges billed to the Master Account at the request of the authorized representative of the group, as designated by the group in advance of the commencement of the meeting. Moreover, all third-party charges for services and/or supplies, not directly supplied by the Hotel, will be billed to the Master Account if they have been arranged for by the Hotel. A handling fee in the amount of 20 percent of all third-party charges will be assessed if placed on the Master Account. All master account charges not paid within 30 days of the billing date will bear interest at the lower of the rate of 1.5% per month, compounded monthly, if permissible by law, or the highest rate permissible by law. Should the hotel, in its sole discretion, deem collection action necessary in regard to outstanding balances hereunder, all costs associated with that collection action, including attorney's fees, shall be posted to the master account.

Master Account Authorized Signers

Please indicate the person(s) authorized to sign charges to the Master Account during the program:

Name: Shanna Spencer Title: Director Phone: _____

Name: Lara Robertson Title: Communications Manager Phone: _____

Name: Tammy Wiederhold Title: Program Coordinator
Phone: _____

Billing Contact

Please indicate the name, address, phone, and e-mail address of the person to whom the final bill should be directed.

Attention: Frankie Eneks Title: Office Manager

Address: 1700 Research Pkwy Suite 130 College Station, TX 77845

Phone: _____ Email: feneks@tamu.edu

Individual guest accounts are payable at check-out by cash or credit card.

Deposits

No Deposit Required.

AUDIO-VISUAL EQUIPMENT

Use of any outside vendor requires the approval of the Hotel. The Hotel will charge an additional fee for the technical support of any available Hotel services that the Group elects to procure from an outside vendor. Any connection to the ceiling or supporting structure of the Hotel must be done by a Hotel team member. Specific guidelines will be enforced. Additionally, Hotel maintains exclusive control over all connections to house audio, lighting, and electrical systems, and exclusive control over all signs, banners, decorations, or balloon drops suspended in the hotel. Specific guidelines are enforced. Appropriate charges will apply.

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 the prior approval of the Hotel. Upon prior reasonable notice to the Hotel from Group, the 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 of the Hotel. Group's contracts with its contractors will all specify that the contractor and the Group will indemnify and hold the Hotel harmless from any and all damages or liabilities which may arise by such contractors or through their use.

INSURANCE AND INDEMNIFICATION

Hotel and Texas A&M University - Mays Business School each agree to carry and maintain and provide evidence of liability and other insurance in amounts sufficient to provide coverage against any claims arising from any activities arising out of or resulting from the respective obligations pursuant to this contract. Group's insurance policy shall name the Hotel as an additional insured. Damage to the Hotel premises by the Group or appointed contractors will be at the Group's responsibility. The Hotel is not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal effects brought into the Hotel.

The Hotel reserves the right to approve all outside contractors hired for use by the Group in the Hotel. The Hotel reserves the right to charge a fee for outside services brought into the Hotel and to require the Group and/or outside contractor to provide proof of worker's compensation insurance for employees who will work on Hotel premises and proof of adequate general liability coverage for the Group and/or outside contractors' activities while on Hotel's premises.

The Hotel shall indemnify, defend and hold harmless the Group and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Hotel's negligence in connection with the provision of services or the use of the Hotel facilities. The Hotel shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

The Group shall indemnify, defend and hold harmless the Hotel and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Group's negligence and/or its members' negligence in connection with the use of the Hotel facilities. The Group shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

Moreover, the hotel and group will each indemnify and hold harmless the other from any liability arising from violations of the Americans with Disabilities Act by the indemnifying party.

HOTEL POLICIES

Utilities: All electrical services and utilities, including phone and riggings, are contracted through the Hotel's Conference Planning Department. Electrical service order forms are available through the Conference Planning Department and should be returned 15 days prior to the event.

Signage: All signs must be professionally printed and their placement and posting be pre-approved by the Conference Planning 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.

Security: In our discretion, Hotel may require you to undertake security measures to maintain security considering the size or nature of function, but Hotel will not be liable for any failure to impose such a requirement. Such measures may include the requirement that Group hire sufficient security personnel from a reputable agency which is approved in advance by the Hotel.

AUTHORITY

The persons signing the agreement on behalf of Hotel and Texas High School Ideas Challenge each warrant that they are authorized to make agreements and to bind their principals to this agreement.

MISCELLANEOUS PROVISIONS

This contract is made and to be performed in College Station, TX and shall be governed by and construed in accordance with TX law. By executing this agreement, Texas A&M University - Mays Business School consents to the exercise of personal jurisdiction over it by the courts of the State of TX. 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 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. 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 costs incurred therein. Any legal action in connection with this agreement shall be brought or maintained only in the courts of the State of TX and only in Brazos County. No food and/or beverage of any kind will be permitted to be brought into the hotel by the group or any of the group’s guests.

ACCEPTANCE

This contract 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. Acceptance may be made by digital transmission and this contract may be executed in one or more counterparts, each of which when fill executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement.

We look forward to working with you and to hosting a memorable meeting.

By Texas A&M University - McFerrin Center for Entrepreneurship’s authorized representative:

_____ Date: _____

Authorized signatory
Texas High School Ideas Challenge

By the authorized representative of the Texas A&M Hotel and Conference Center

Kaitlyn Chilek
_____ Date: 11/22/2024

Kaitlyn Chilek
Authorized signatory

TEXAS A&M UNIVERSITY **FACILITY USE ADDENDUM**

The following terms and conditions are incorporated into and form a part of the agreement (“Agreement”) to which this Addendum is attached. “Texas A&M” means Texas A&M University, a member of The Texas A&M University System, an agency of the State of Texas and “FACILITY” means Texas A&M Hotel and Conference Center]].

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:

All charges accrued and payable by Texas A&M will be applied to the master account and direct billed. If an existing direct bill account is not already established and on file, Texas A&M will submit information required to establish a direct bill account prior to the Agreement start date.

PAYMENT OF MASTER ACCOUNT:

The outstanding balance of Texas A&M’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 Texas A&M. 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 STATUS:

As an agency of the State of Texas, Texas A&M is tax exempt. Tax exemption certification will be furnished upon request.

CANCELLATION:

In the event Texas A&M must cancel the Agreement, FACILITY will make every effort to resell the space (including, but not limited to, sleeping rooms, meeting rooms, and/or conference rooms) reserved by Texas A&M in order to reduce Texas A&M’s cancellation/attrition fees. Resold space will be credited to reducing any obligations that Texas A&M may have incurred. Texas A&M will not pay any cancellation/attrition fees until after the departure date. A copy of FACILITY’s occupancy report, concerning the space reserved by Texas A&M for the dates cancelled by Texas A&M, shall be delivered to Texas A&M within ten (10) business days of departure date.

Texas A&M, 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 Texas A&M. In the event

~~Texas A&M 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:

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

Prohibited Bids and Agreements. Under Section 2155.004, *Texas Government Code*, FACILITY certifies that FACILITY is not ineligible to receive the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 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 they arise, until such debts or delinquencies are paid in full.

Delinquent Child Support Obligations. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. Under Section 231.006, *Texas Family Code*, FACILITY certifies that it is not ineligible to receive the payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Governing Law. The validity of the Agreement and all matters pertaining to the Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

~~Venue~~ Pursuant to Section 85.18(b), *Texas Education Code*, ~~mandatory venue for all legal~~ proceedings against Texas A&M is to be in the county in which the principal office of Texas A&M's governing officer is located.

Dispute Resolution. To the extent that Chapter 2260, *Texas Government Code* is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Texas A&M 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 [[Dispute Resolution Officer]] of Texas A&M, who shall examine FACILITY's claim and any counterclaim and negotiate with FACILITY in an effort to resolve the claim. This provision and nothing in this Agreement waives Texas A&M's sovereign immunity to suit or liability, and Texas A&M has not waived its right to seek redress in the courts.

Limitations. As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of Texas A&M to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on Texas A&M'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; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Terms and conditions related to the Limitations will not be binding on Texas A&M except to the extent authorized by the Constitution and the laws of the State of Texas. Neither the execution of this Agreement by Texas A&M nor any other conduct, action, or inaction of any representative of Texas A&M relating to this Agreement constitutes or is intended to constitute a waiver of Texas A&M's or the state's sovereign immunity.

Loss of Funding. Performance by Texas A&M 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, Texas A&M will issue written notice to FACILITY and Texas A&M may terminate this Agreement without further duty or obligation hereunder. FACILITY acknowledges that appropriation of funds is beyond the control of Texas A&M. In the event of a termination or cancellation under this Section, Texas A&M will not be liable to FACILITY for any damages that are caused or associated with such termination or cancellation.

Force Majeure. Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable

~~dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt~~ written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

Conflict of Interest. FACILITY certifies, to the best of their knowledge and belief, that no member of the A&M System Board of Regents, or any officer of Texas A&M or the A&M System, has a direct or indirect financial interest in FACILITY or in the transaction that is the subject of this Agreement.

Certification Regarding Boycotting Israel. To the extent that Chapter 2271, *Texas Government Code*, is applicable to this Agreement, FACILITY certifies that (a) it does not currently boycott Israel, and (b) it will not boycott Israel during the Term of this Agreement. FACILITY acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Certification Regarding Business with Certain Countries and Organizations. To the extent that Subchapter F, Chapter 2252, *Texas Government Code*, is applicable to this Agreement, FACILITY certifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. FACILITY acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Certification as to Discrimination Against Firearm Entities. To the extent that Chapter 2274, *Texas Government Code*, is applicable to this Agreement, FACILITY verifies that (a) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (b) it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. FACILITY acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate.

Certification as to Boycotting Energy Companies. To the extent that Chapter 2274, *Texas Government Code*, is applicable to this Agreement, FACILITY verifies that (a) it does not boycott energy companies, and (b) it will not boycott energy companies during the term of this Agreement. FACILITY acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate.

Involvement in Human Trafficking. Texas A&M cannot award a contract if such contract includes financial participation by a person, who, during the five-year period preceding the date of the contract, has been convicted of any offense related to the direct support or promotion of human trafficking. Under Section 2155.0061, *Texas Government Code*, FACILITY certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

Notices. Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with

~~electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if~~ delivered personally. Texas A&M and FACILITY can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

Texas A&M:

TEXAS A&M UNIVERSITY
[[McFerrin Center for Entrepreneurship]]
[[1700 Research Pkwy Suite 130]]
[[College Station, TX 77845]]
Attention: [[Shanna Spencer]]
Telephone: [[979-458-6975]]
Email: [[sspencer@mays.tamu.edu]]

With a copy to:

Texas A&M University
Department of Contract Administration
1182 TAMU
College Station, TX 77843-1182
Attention: Director, Contract Administration
Telephone: 979-845-0099
Email: contracts@tamu.edu

FACILITY:

Texas A&M Hotel and Conference Center]]
[[177 Joe Routt Blvd]]
[[College Station, TX 77843]]
Attention: [[Kaitlyn Chilek]]
Telephone: [[979-260-2309]]
Email: [[kchilek@texasamhotelcc.com]]

INAPPLICABLE PROVISIONS:

None of the following provisions, if they appear in the Agreement, shall have any effect or be enforceable against Texas A&M:

1. Releasing, waiving, or limiting **FACILITY** or any entity or person from its legal liability for unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.
2. Requiring that the Agreement be “accepted” or endorsed by the home office or by any other officer of **FACILITY** subsequent to execution by an official of Texas A&M before the Agreement is considered in effect.
3. Permitting unilateral modification of the Agreement by **FACILITY**.
4. Requiring Texas A&M to maintain any type of insurance either for Texas A&M’s benefit or for **FACILITY**’s benefit.

5. ~~Renewing or extending the initial Agreement term or automatically continuing or renewing the~~
original Agreement term.

6. Requiring Texas A&M to submit to binding arbitration.

ADDENDUM CONTROLLING:

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

TEXAS A&M UNIVERSITY

**TEXAS A&M HOTEL AND
CONFERENCE CENTER]]**

Shanna Spencer
Signature

Kaitlyn Chiles
Signature

Shanna Spencer
Name

Kaitlyn Chiles
Name

Director
Title

Day Meeting Manager
Title

11-20-25
Date

11/12/2024
Date