THE UNIVERSITY OF TEXAS AT AUSTIN STANDARD HOTEL AGREEMENT

EVENT AND CONTACT INFORMATION

Event Name: AP Institute Event Start and End Dates: June 8th, 2020 – July 25th 2020.

Hotel Name: Hampton Inn & Suites Austin at the University/Capitol

Melissa Castro Freeman

Coordinator of Advanced Academics
University of Texas at Austin

UT High School

Lindsey Heaney
Director of Sales
Hampton Inn & Suites
1701 Lavaca Street Austin, Texas 78701

512-471-3693 Direct: 512-655-6688 highschool.utexas.edu lheaney@vistahost.net

PURPOSE AND AGREEMENT

This Agreement for hotel accommodations is made and entered into effective as of the later of **January 15**, **2020** or date fully executed by both parties ("Effective Date"), by and between The University of Texas at Austin, an institution of higher education of the State of Texas ("University"), for and on behalf of its UT High School ("Department") and **Hampton Inn & Suites Austin at the University/Capitol**, with its principal place of business at 1701 Lavaca Street, Austin, TX 78701 ("Hotel"). The Department and Hotel for and in consideration of the mutual promises and covenants expressed herein, agree to the terms and conditions of this Agreement.

ATTACHMENTS

The Applicable Attachments checked below are hereby incorporated for all intent and purposes. Should a conflict arise between the Agreement and any Attachment, the Agreement shall control. The contents of the Attachments may not expand upon or grant waivers to any provision in this Agreement relating to Indemnification, Liability or Insurance.

(Check and attach Applicable Attachments)

- [X] Guest Room Accommodations
- [] Conference Room, Catering, Equipment, and/or Auxiliary Activities

TOTAL COMPENSATION

The Department will compensate the Hotel in accordance with Applicable Attachments. Notwithstanding the Applicable Attachments, total compensation by Department to Hotel, excluding amounts payable by guest, shall not exceed fifteen thousand dollars (\$15,000.00).

DIRECT BILL

All charges accrued and payable by the Department will be applied to the Direct Bill Account. If an existing Direct Bill Account is not already established and on file, Department will submit information required to establish a Direct Bill Account prior to the Event start date.

BILLING ARRANGEMENTS

The Direct Bill Account and/or Guest(s) will be charged for accommodations as indicated below. Guests will be required to establish individual credit or provide a major credit card at time of reservation or at check-in.

Billing	Direct Bill		Guest
•	[X]	Room & Tax	[X]
Arrangements:	ĪĪ	Incidentals	įχį
(Check Applicable Party)	į į	Conference Room	[]
	į į	Catering / Banquet	į į
	į į	Auxiliary Equipment	į į
	[]	Auxiliary Activities	į į

For line items with both Direct Bill and Guest are checked, use the Applicable Attachment to detail obligations of each party.

PARKING

Billing Arrangements: (Check Applicable Party)

[] No charge for parking	Direct Bill	Guest
Surface parking (non-overnight), \$ per car, per day.	[]	[]
Covered parking (non-overnight), \$ per car, per day.	[]	[]
Surface parking (overnight), \$ per car, per day.	[]	[]
Covered parking (overnight), \$_15.00 (*) per car, per day.	[x]	[x]
Valet parking is available at \$ per car.	ĪĪ	[]

(*) Parking paid by University will not exceed cumulative amount of \$1,020.00.

TAX EXEMPT STATUS.

The University of Texas at Austin is exempt from State of Texas Sales Tax and Federal Excise Tax. Hotel shall review invoicing for Direct Bill Account to insure no State of Texas Sales Tax, Federal Excise Tax or other tax, from which University is exempt, is charged the Department. Department will furnish a Tax Exemption Certificate upon request.

INVOICING AND PAYMENT OF DIRECT BILL ACCOUNT

Hotel shall review invoicing for Direct Bill Account to insure no State of Texas Sales Tax, Federal Excise Tax or other tax, from which University is exempt, is charged the Department. The outstanding balance of Department's Direct Bill Account, excluding disputed charges, will be overdue on the 31st day after the later of: a) the completion of the Event or b) receipt of invoice by Department. Upon resolution of any disputed charges, the Hotel shall invoice such remaining charges to the Department. Payment of the revised charges shall be overdue on the 31st day after receipt of invoice by Department. The rate of interest that accrues on an overdue payment is defined in Texas Government Code, Chapter 2251.025, INTEREST ON OVERDUE PAYMENT, which is generally stated as Prime Rate (on July 1st) plus 1% effective the following September 1st.

Cancellation.

Auxii	6 of Lost Conf. Room, atering, Equip., and/or kiliary Activities Revenue
30 days to Event date 0%	0%

The Cancellation Fee will be waived should the Department submit in writing the need to cancel the entire event at least 1 months prior to event.

CANCELLATION FOR CAUSE

Both parties shall have the right to cancel this Agreement for cause, consistent with the following:

A. If either party is in default of performance of any obligation under this Agreement, the party that is not in default may give written notice of the default to the other party and if the party notified fails to correct the default within 14 days or within such period fails to satisfy the party giving notice that the default does not exist, the party giving notice may terminate this Agreement upon expiration of the 14 day period.

FIRE SAFETY INSPECTION

Hotel certifies that it is in compliance with relevant provisions of the Texas Government Code, Section 417.008 Inspection authority of the State Fire Marshal; Texas Administrative Code 28 TAC 34.303; Texas Health and Safety Code, Title 9. Safety, Chapter 791, Fire Escapes, and Chapter 792, Smoke Detectors in Hotels; or locally adopted fire code, and that Hotel has had a fire safety inspection within the past twelve months. This Agreement may be terminated in its entirety, without penalty or recourse, by The University or by order of the Texas State Fire Marshal or the Fire Marshal with local jurisdiction, if this certification is inaccurate.

FORCE MAJEURE

Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, civil unrest, flood, fire, tsunami, volcano, sabotage, air space closure, ground stop(s), a U.S. Department of State Travel Warning or any other circumstances of like character ("force majeure occurrence").

RELOCATION PROVISIONS

If Hotel is unable to provide Guest Room Accommodations to a guest holding a confirmed reservation, Hotel will provide the following to each attendee not accommodated at the Hotel: arrangements for accommodations at a comparable nearby hotel and payment for one night of accommodation; complimentary transportation for attendee to and from the Hotel; priority reservations for the first available room at Hotel the next night; one long distance phone call to provide notice of the change of location; and list the guest's name with the Hotel switchboard, in order to facilitate the transfer of the guest's phone calls to the alternate hotel.

SIGNS AND DISPLAYS

No signs, banners or displays shall be created, displayed or affixed in any part of the Hotel without the prior approval of the Hotel.

PACKAGES

All packages sent to Hotel should be received within but not before 72 hours of the Event and marked with the date and name of Event. All boxes sent to the hotel exceeding 25 pounds will be assessed a package handling fee of \$0 per box.

AMERICANS WITH DISABILITIES ACT

The Hotel shall provide, to the extent required by the Americans with Disabilities Act, such auxiliary aids and/or services as may be reasonably requested by Department, provided that Department gives reasonable advance written notice to the Hotel of such needs. Department shall be responsible for the cost of any auxiliary aids and services (including engagement of and payment of specialized service providers, such as sign language interpreters), other than those types and quantities typically maintained by the Hotel.

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INDEMNIFICATION

Hotel agrees to indemnify and hold University and its respective officers, agents, and employees free and harmless from all liability, loss, damage, costs, and all other claims for expenses asserted against any of them which may arise from injuries to persons or property occasioned by the intentional or negligent acts or omissions of Hotel or its employees.

LIABILITY AND INSURANCE

It is the stated policy of the University not to acquire commercial general liability insurance for torts committed by employees of the University who are acting within the scope of their employment. Rather, Hotel must look to the Texas Tort Claims Act for relief with respect to property damage, personal injury, and death proximately caused by the wrongful act or omission or negligence of University or its employees, acting within the scope of their employment. The University does not provide insurance coverage or accept liability for the intentional or negligent acts or omissions of guests, invitees, and other persons not employed by the University.

BREACH OF CONTRACT CLAIMS

To the extent that Chapter 2260, *Texas Government Code*, is applicable to the Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by University and Hotel to attempt to resolve any claim for breach of contract made by Hotel that cannot be resolved in the ordinary course of business. The chief business officer of University will examine Hotel's claim and any counterclaim and negotiate with Hotel in an effort to resolve such claims. The parties specifically agree that (i) neither the execution of the Agreement by University nor any other conduct, action or inaction of any representative of University relating to the Agreement constitutes or is intended to constitute a waiver of University's or the state's sovereign immunity to suit; and (ii) University has not waived its right to seek redress in the courts.

TEXAS FAMILY CODE CHILD SUPPORT CERTIFICATION

Pursuant to Section 231.006, *Texas Family Code*, Hotel certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

VENUE; GOVERNING LAW

The Agreement shall be construed, interpreted, applied and enforced under the laws of the State of Texas. Should a dispute arise under this Agreement, Travis County, Texas, shall be the proper place of venue.

ACCEPTANCE

The Hotel agrees to hold the arrangements listed in this Agreement on a tentative basis until January 30, 2020. If the Agreement is not fully executed by January 30, 2020 the Hotel may release these arrangements. If a request is received from another party for the same arrangements, the Hotel will notify the Department and the Department will have 24 University business day hours, excluding Saturday and Sunday, from the time of notification by the Hotel to execute this Agreement or release the arrangements.

FINANCIAL OBLIGATIONS AND LIMITATIONS ON AUTHORITY

Hotel acknowledges that the authorized University representative signing this Agreement only is authorized to obligate the University for payment of guest rooms, conference rooms, catering/food, equipment, auxiliary services and applicable cancellation and attrition charges.

PUBLIC INFORMATION

University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the *Texas Public Information Act* ("**TPIA**"), Chapter 552, *Texas Government Code*. In accordance with Section 552.002 of TPIA and Section 2252.907, *Texas Government Code*, and at no additional charge to University, Hotel will make any information created or exchanged with University pursuant to this Agreement (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by University that is accessible by the public.

When signed by authorized representatives of both parties, this Agreement, along with Applicable Attachments, constitutes a binding agreement between the University and Hotel as of the above Effective Date.

The University of Texas at Austin

Docusigned by:

By: Linda Sharnessy

DOE Linda Sharnessy

Business Contracts Administrator

Date: 2020-01-22 | 08:38:49 PST

Hampton Inn & Suites Austin at the University/Capitol

By: Lindsey Heaney

781Ab inclosey Heaney

Director of Sales

Date: 2020-01-22 | 17:28:51 CST

GUEST ROOM ACCOMMODATIONS

ROOM BLOCK

Hotel agrees that it will provide, and **Department** agrees that it will be responsible for utilizing 68 room nights in the pattern set forth below:

AP Week 1

Room Type	Rate	June 8, 2020	June 9, 2020	June 10, 2020	June 11, 2020	June 12, 2020
Standard Room	\$189.00	2	2	2	2	Check Out

Total: 8 room nights at a rate of \$189.00 per night.

CUT-OFF DATE: May 18, 2020

AP Week 2

Room Type	Rate	June 15, 2020	June 16, 2020	June 17, 2020	June 18, 2020	June 19, 2020
Standard Room	\$169.00	3	3	3	3	Check Out

Total: 12 room nights at \$169.00 per night.

CUT-OFF DATE: May 25, 2020

AP Week 3

,oo o						
Room Type	Rate	June 29, 2020	June 30, 2020	July 1, 2020	July 2, 2020	July 3, 2020
Standard Room	\$149.00	4	4	4	4	Check Out

Total: 16 room nights at \$149.00 per night.

CUT-OFF DATE: June 8, 2020

AP Week 4

/ II VVCCIT I						
Room Type	Rate	July 6, 2020	July 7, 2020	July 8, 2020	July 9, 2020	July 10, 2020
		2020			2020	2020
Standard	\$139.00	4	4	4	4	Check Out
Room						

Total: 16 room nights at \$139.00 per night.

CUT-OFF DATE: June 15, 2020

AP Week 5

Room Type	Rate	July 13, 2020	July 14, 2020	July 15, 2020	July 16, 2020	July 17, 2020
Standard Room	\$139.00	2	2	2	2	Check Out

Total: 8 room nights at \$139.00 per night.

CUT-OFF DATE: June 22, 2020

AP Week 6

Room Type	Rate	July 20, 2020	July 21, 2020	July 22, 2020	July 23, 2020	July 24, 2020
Standard Room	\$139.00	2	2	2	2	Check Out

Total: 8 room nights at \$139.00 per night.

CUT-OFF DATE: June 29, 2020

Hotel agrees that it will provide, and **Guests** will be responsible for utilizing the rooms in the pattern set forth below:

AP Week 1

Room Type	Rate	June 8, 2020	June 9, 2020	June 10, 2020	June 11, 2020	June 12, 2020
Standard Room	\$209.00	10	10	10	10	Check Out

Total: 40 room nights at a rate of \$209.00 per night.

CUT-OFF DATE: May 18, 2020

AP Week 2

Room Type	Rate	June 15, 2020	June 16, 2020	June 17, 2020	June 18, 2020	June 19, 2020
Standard Room	\$169.00	10	10	10	10	Check Out

Total: 40 room nights at \$169.00 per night.

CUT-OFF DATE: May 25, 2020

AP Week 3

Room Type	Rate	June 29, 2020	June 30, 2020	July 1, 2020	July 2, 2020	July 3, 2020
Standard Roon	1 \$149.00	10	10	10	10	Check Out

Total: 40 room nights at \$149.00 per night.

CUT-OFF DATE: June 8, 2020

AP Week 4

Room Type	Rate	July 6, 2020	July 7, 2020	July 8, 2020	July 9, 2020	July 10, 2020
Standard Room	\$139.00	10	10	10	10	Check Out

Total: 40 room nights at \$139.00 per night.

CUT-OFF DATE: June 15, 2020

AP Week 5

Room Type	Rate	July 13, 2020	July 14, 2020	July 15, 2020	July 16, 2020	July 17, 2020
Standard Room	\$139.00	10	10	10	10	Check Out

Total: 40 room nights at \$139.00 per night.

CUT-OFF DATE: June 22, 2020

AP Week 6

Room Type	Rate	July 20, 2020	July 21, 2020	July 22, 2020	July 23, 2020	July 24, 2020
Standard Room	\$139.00	10	10	10	10	Check Out

Total: 40 room nights at \$139.00 per night.

CUT-OFF DATE: June 29, 2020

RESERVATION METHOD

[X] Reservations will be made by Rooming List for the Rooms

Department will forward Rooming List to Hotel on or before the Cut-Off Date.

[X] Individuals will make their own reservations using reservation link provided by the hotel by the cut off date.

All rooms shall be available for check-in no later than 3:00 PM with a check-out time of 12:00 PM.

RESERVATION GUARANTEE

All reservations must be guaranteed by Department with Rooming List or by Guest with a valid major credit card, which will be supplied at the time of reservation. Cancellations will be accepted prior to 12 PM local Hotel time on the day of arrival. Cancellations after this time will result in applicable room rate and tax being charged to the Direct Bill Account or credit card on file of the party that made the reservation. If there are any exceptions to this procedure, the Hotel will receive written notification from the Department.

CUT-OFF DATE

The Hotel agrees to hold the above-noted room block until **3 weeks before arrival**. At that time, rooms not covered by rooming list or individual reservations shall, subject to the terms hereof concerning guarantees, cancellation and attrition, be released from room block and the Hotel shall have the right to sell any rooms so released. Hotel may continue to accept reservations received after the Cut-Off Date on a space and rate available basis.

Reservations that are made after the Cut-Off Date period will be added to Department's overall room block performance.

COMPLIMENTARY ROOMS

Group will receive 0 complimentary guest room(s) for every 0 revenue producing guest rooms occupied, on a cumulative basis. Unused complimentary guest rooms have no monetary value.

NON-COMMISSIONABLE

These rates are confirmed on a net non-commissionable basis.

GUEST ROOM GUARANTEE

Department will be allowed to revise the Room Block table by 100% at any time up to 30 days prior to the event. Revisions provided in writing on or before the due date will be considered the Room

Block guarantee ("Room Block Guarantee"). If revisions are not received by the due date, the figures in the above table will be used for the Room Block Guarantee.

GUEST ROOM ATTRITION (check applicable Attrition clause.)

- [x] Department and Hotel agree that Guest Room attrition charges will <u>not apply</u> to this Agreement.
- [] Should the actualized Room Block revenue be less than 80% of the Room Block Guarantee, the Department agrees to pay the Hotel as Damages and not as a Penalty the difference between the actualized Room Block revenue and 80% of the Room Block Guarantee.

The Hotel shall be required to make good faith efforts to resell any accommodations in this Attachment subject to attrition charges. On any event day overall hotel occupancy is equal to or greater than 80%, the Department will receive credit for full achievement of the contracted Guest Room Block for that day.

LIST ADDITIONAL SERVICES AND/OR BENEFITS APPLICABLE TO GUEST ROOM ACCOMMODATIONS:

Complimentary breakfast, complimentary internet.



Certificate Of Completion

Envelope Id: 26F85837E792440088D160453727B189

Subject: Signature request on Contract Hampton Inn & Suites Austin - UT High School Summer 2020

Source Envelope:

Document Pages: 9
Certificate Pages: 5

AutoNav: Enabled
Envelopeld Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
UT Business Contracts
1 University Station

Austin, TX 78712

vpcfo.contracts@austin.utexas.edu IP Address: 199.188.157.82

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Status: Original

1/22/2020 7:33:47 AM

Holder: UT Business Contracts

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Location: DocuSign

Signer Events

Linda Shaunessy

lis236@eid.utexas.edu Businesss Contracts Administrator

University of Texas at Austin

Security Level: Email, Account Authentication

(None)

Signature

Signatures: 2

Initials: 0

— Docusigned by:
Linda Shannessy
— D9E4716847F042B...

Signature Adoption: Pre-selected Style Using IP Address: 146.6.114.231

Timestamp

Sent: 1/22/2020 7:43:42 AM Viewed: 1/22/2020 10:38:43 AM Signed: 1/22/2020 10:38:49 AM

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Lindsey Heaney
Iheaney@vistahost.net

6/29/2018

Security Level: Email, Account Authentication

(None)

Lindsey Heaney
781A84E8AF9E4CE...

Signature Adoption: Pre-selected Style Using IP Address: 167.187.101.241

Sent: 1/22/2020 10:38:50 AM Viewed: 1/22/2020 5:28:07 PM Signed: 1/22/2020 5:28:51 PM

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Accepted: 1/22/2020 5:28:07 PM

ID: 27d844f0-555f-45eb-a6f7-31412a494e5f

13. 2745-410 0001 4000 0011 014124404001

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wave007@eid.utexas.edu

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Witness Events	Signature	Timestamp		
Notary Events	Signature	Timestamp		
Envelope Summary Events	Status	Timestamps		
Envelope Sent	Hashed/Encrypted	1/22/2020 10:38:50 AM		
Certified Delivered	Security Checked	1/22/2020 5:28:07 PM		
Signing Complete	Security Checked	1/22/2020 5:28:51 PM		
Completed	Security Checked	1/22/2020 5:28:51 PM		
Payment Events	Status	Timestamps		
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If you agree to receive notices, disclosures, and documents from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices, disclosures, and documents only in email attachment or paper format. (Please note some transactions may not be conducted via email due to security requirements.) You must inform us of your decision to receive future notices, disclosures, or documents in email attachment or paper format and withdraw your consent to receive notices, disclosures, and documents electronically as described below.

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- 1. decline to sign a document from within the DocuSign signing interface, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- 2. send an email to the document sender by replying to the DocuSign notice you received from dse@docusign.net and in the body of such request you must state that you are withdrawing your consent to do electronic business with us via DocuSign and include your email address, full name, and telephone number. We do not need any other information from you to withdraw consent. After withdrawing your consent, you can in the future once again agree to do electronic business with us.

Consequences of withdrawing your consent

If you elect to receive required notices, disclosures, and documents only in email attachment or paper format, it will slow the speed at which we can complete certain steps in transactions with you and in delivering services to you because we will need first to send the required notices, disclosures, or documents to you in email attachment or paper format, and then wait until we receive back from you your acknowledgment of your receipt of such email attachment or paper notices or disclosures.

How to contact University of Texas at Austin:

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- Until or unless I notify The University of Texas at Austin as described above, I consent to
 exclusively receive, through electronic means, all notices, disclosures, authorizations,
 acknowledgements, and other documents that are required to be provided or made
 available to me by The University of Texas at Austin during the course of my
 relationship with you.