

**Embassy Suites San Marcos Hotel Conference Center
1001 E. McCarty Lane, San Marcos, TX 78666**

MEETING CONTRACT

Date Prepared: **August 16, 2022**
 Group Name: **Texas Workforce Commission**
 "Event" Name: **2023 Foster Youth Conference**
 Contact Name: **Julia Mercado, CGMP**
 Address: **101 E. 15th Street
 Austin, TX
 78778-0001**

Hotel Contact: **Michael Rowley**
 Telephone Number: **512-805-5315**
 Email: **Michael.Rowley@atriumhospitality.com**

Telephone Number: **512-463-6389**
 Fax Number: **512-936-3578**

DATES OF MEETING: **April 5-7, 2023**

Pursuant to this Meeting Contract ("Contract" or "Agreement"), JDHQ Hotels LLC, ("Owner") d.b.a. Embassy Suites San Marcos Hotel Convention Center hereinafter referred to as "Hotel" or "we," and **Texas Workforce Commission**, hereinafter referred to as "TWC," "Group," "Client", "you," or "your," agree as follows:

GUEST ROOM ACCOMMODATIONS We are presently holding the following block of rooms for your use:

April 2023	STANDARD	Premier Room	DAILY TOTAL ROOM NIGHTS
	Room Count & Rate	Room Count & Rate	
	Single/Double	Single/Double	
<u>4/5/2023</u>	<u>248 rooms @ \$98.00</u>	<u>2 rooms> @ \$98.00</u>	250 rooms
<u>4/6/2023</u>	<u>248 rooms @ \$98.00</u>	<u>2 rooms> @ \$98.00</u>	250 rooms
<u>4/7/2023</u>	<u>c/o</u>	<u>c/o</u>	0 rooms

TOTAL SLEEPING ROOM NIGHTS RESERVED: 500 room nights

HEADQUARTERS HOTEL

This Contract is based upon Hotel being named the Headquarters Hotel and represented as such in all promotional materials for Group's meeting. Should the Hotel not be named as the sole official Headquarters Hotel, the Hotel reserves the right to reduce the Room Block and meeting space, and to adjust the Group room rates and special considerations outlined in this Contract.

GUEST ROOM RATES**Room Rates Based on Current Per Diem Rates; Automatic Adjustment for Potential Change in Government**

Per Diem Rates: Hotel is pleased to confirm the room rates as set forth in this Agreement, which are based on current applicable government per diem rates in effect at the time of contracting. Should new government per diem rates be published after the signing of this Agreement but before the Event, Group agrees that the Group's room rates will be automatically adjusted to reflect the applicable change in prevailing government per diem rates. Hotel will endeavor to send written notification (email is acceptable) to Group confirming the revised room rates.

Uk CP Group will be solely and fully responsible for informing Group's attendees: (1) that the room rates are based on current per diem rates; (2) that the room rates will be automatically adjusted if new per diem rates are published prior to the Event, even if housing has already opened and attendees have already confirmed reservations at the initial room rates; and (3) the applicable change in room rates if new per diem rates are in fact published prior to the Event. The Hotel will endeavor to advise guests who make reservations directly with the Hotel of applicable room rates in effect at the time of reservation.

Current Per Diem as follows:

Single: \$98.00	Double: \$98.00	Suite Upgrades \$98.00
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GENERAL RATE INFORMATION

Uk CP The above rates are subject to the appropriate local hotel tax in effect at the time of the Group's Room meeting. ~~APPLICABLE STATE AND LOCAL TAXES, FEES AND ASSESSMENTS which sales tax rate is currently 8.25% per room, per night, and hotel occupancy tax rate is currently 15% per room per night and is subject to change without notice. Room rates are commissionable at 7% (excluding any taxes, rebates, housing company fees or other subsidy) for each sleeping room night actually occupied and paid for by Group's attendees that was reserved as part of the established Room Block at the negotiated group rates contained in this Contract or pursuant to Rooms Outside the Block Clause contained herein. Commission will be paid to Maritz Global Events AT&L Inc. and sent PO Box 74008578, Chicago, IL 60674 8578, USA~~

Uk CP ~~If sending via FedEx, UPS, etc., please send to BOA Lockbox Services, Attn: Maritz Global Events AT&L Inc. Lockbox #8578, 540 W. Madison 4th Floor, Chicago IL 60661 Payment will be made after receipt by the Hotel of full payment for the event, but Hotel has no obligation to take any action to collect funds to be paid as commissions. You agree that you take full responsibility for determining whether further disclosure of the commission payment is required and for making such disclosure if it is required, and you further agree to reimburse Hotel for any fees, costs, liabilities or expenses that Hotel incurs should any person claim that disclosure was insufficient.~~

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Group is not responsible for commission payments. TWC does not pay commissions based on the number of rooms reserved. Any payments of commissions is the sole responsibility of Hotel.

Hotel agrees that Group's single/double rate will be no higher than the average daily single/double rate of any other like Group, "like" shall be defined as:

- a) Groups whose meeting dates fall over the peak dates of April 5-6, 2023. Exceptions include holiday periods and changes in selling season.
- b) Groups having a similar revenue portfolio (meaning that sleeping room revenue, food and beverage revenue and other commitments are each within 10% of that booked by Group),
- c) Same arrival/departure pattern (meaning same days of the week)
- d) Groups booked over six (6) months in advance of the meeting dates. Exception: room blocks permanently guaranteed for Contract clients (i.e., for airlines, corporate volume contracts, etc.).

Should it be determined another group (meeting the parameters as stated above) is booked into the Hotel with a lower net rate, the Hotel shall be obligated to match the net rate offered to the other group.

DATE AVAILABILITY

ROOMS HELD ON FIRST OPTION BASIS

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We will hold these dates until ~~Wednesday, August 31, 2022~~, ~~Monday, October 24, 2022~~ at which time we will need a signed copy of this Contract. If confirmation has not been received by this date, the Hotel shall contact you prior to releasing these dates for sale. In the event we have a definite request for your dates prior to your option date, we will contact you and give you ~~two (2)~~ **seven (7)** working days within which to make your decision.



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RESERVATIONS PROCEDURES

Check any that may apply:

<input checked="" type="checkbox"/> HiltonLink	<input checked="" type="checkbox"/> Individual Call-in
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- Reservations can be made directly by your attendees via the Internet using **HiltonLink** (formerly named **Personalized Group Web Page**), Hilton's free tool that enables guests to book online, using the negotiated rate(s) secured with the Hotel. Please visit <http://www.hilton.com/GroupPage> to create your Personalized Group Web Page at least 1 week prior to when housing is scheduled to open.
- Reservations can be made directly by your attendees via the Internet. We can create a **Reservations Group Code** for your event. Your Event Manager can provide you with the unique URL to send out to your attendees.
- Requests for room assignments may also be made by calling our toll-free number 1-800-HILTONS. In doing so, please ask your attendees to request the group rate for Group or by the unique group code **TBD**.
- If by rooming list, Hilton offers direct download into our reservation system using **RAPID!** (Reservation Automated Processing Input and Delivery). Your designated Event Manager will send you an Excel template to create your rooming list. Your final rooming list must be received on or before your cut-off date.
- If the Group uses its own form, the Hotel must review the reservation form prior to mailing to your members. This will allow us the opportunity to review for completeness and accuracy.
- Upon request, Hotel agrees to send at no charge confirmation of reservations and/or reservation changes to the registered guests within seven (7) days of receipt of such information.
- The room block and reservation procedure(s) will be loaded into Hotel's central reservation and/or property management system.
- Name changes to room reservations may be made prior to arrival at no charge, if there is no change to the

arrival and departure dates. ^{Uk} ^{CP}

- ~~Up to three times prior to arrival, Prior to arrival, group may request Hotel's in-house guest list will be compared with Group's registration list. Hotel may either compare the lists itself or permit an MGE - AT&L and/or Group representative to do so. In the latter case, Group and MGE - AT&L will maintain the confidentiality of such list. If Group requests a comparison through G.R.I.P. (Hilton's proprietary Group Reservation Identification Program), Group will need to electronically provide the first and last names of attendees registered for the Event to the Hotel. Group agrees that Group takes full responsibility for (a) determining whether it is necessary to disclose to Group's attendees that information is being provided to Hotel by Group or vice versa which may be considered private or confidential, and for making such disclosure, if it is required, and (b) obtaining any necessary permissions from attendees allowing for such exchange of information. After comparing the Group list to the Hotel's guest registry, Hotel will advise Group and MGE - AT&L of the number of room nights occupied by Group's attendees reserved outside the official Room Block, and any guest room occupied by an individual on Group's registration list, but not coded to Group within Hotel's system, and the revenue generated by those room nights will be credited to Group's pickup and will be commissionable* to MGE - AT&L. Rooms reserved outside Group's Room Block will be counted in determining any complimentary room credit. If at any time Group requests Hotel to provide Group or MGE - AT&L with the names of the attendees who reserved rooms outside of the official Room Block, Group agrees to sign an addendum provided by Hotel relating to the use of G.R.I.P. for the meeting.~~
- ~~A miscoded room will be commissionable to MGE - AT&L unless the payment of such commission will cause the net rate of the room to become less than the net rate provided for in this Contract or unless the bookings were made by another commissionable party.~~

EARLY DEPARTURE FEE

~~In the event a guest who has requested a room within your block checks out prior to the guest's reserved checkout date, the Hotel will add an early checkout fee to that guest's individual account. Guests wishing to avoid an early checkout fee should advise the Hotel at or before check-in of any change in planned length of stay. The Hotel will inform members of your Group of this potential charge upon check-in and requests that you also inform you attendees of this obligation. The Hotel will deduct any collected Early Departure fees from the amount you may owe as Group performance damages. See Attachment A~~

ACCOMMODATIONS

All rooms provided for in your room block will be reserved on a definite basis upon signing of this Contract. We request that all reservations be made by the method(s) indicated above no later than the cutoff date of **Wednesday, March 8, 2023**. At the cutoff date, the Hotel will offer unassigned rooms in your block to other individuals or Groups in an effort to reduce damages you may be required to pay pursuant to the Group Performance Clause of this Contract. Reservations by your attendees after the cutoff date will be accepted based on room availability at the best available rate. We will extend your Group rate three days before and after your room block dates, subject to room and rate availability.

COMPLIMENTARY AND OTHER NEGOTIATED CONCESSIONS

<u>Concession</u>	<u>Description</u>
<i>Highest Level Internet Access – guestroom</i>	Comp to all Hilton Honors guests occupying rooms as outlined on contract.
<i>Staff Office/Work Room</i>	Complimentary for duration of program
<i>Box Storage</i>	Complimentary box storage (up to 5 boxes) for two days prior and during program. Discounts exclude labor fees, outbound shipping fees and exhibitor freight


ADDITIONAL CONCESSIONS

Concession #	Concession Description
1	Two (2) upgrades to premium rooms at group rate
2	Complimentary all day beverages on April 6 and half day on April 7; AM breaks on April 6 & 7; PM break on April 6 (Chef's selection); Nacho bar with Lemonade and Iced Tea on April 6. All food and beverage functions will accommodate up to 250 people. Additional attendance will result in an increase of meeting space rental

PAYMENT PROCEDURE/ CREDIT

<p><i>Check all that may apply:</i> PO for Organized Function(s) X Individuals Pay Own X</p>
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- * ~~The Hotel will review its own credit files and/or credit reporting services and attempt to confirm your credit based upon such sources. If your credit cannot be confirmed by such sources, we will require that you complete a credit application form.~~
- * ~~In the event credit is not approved, prepayment of (80%) of all estimated charges is required at least 30 days prior to arrival, with the balance due at departure.~~

Group can provide a service authorization or purchase order. Payment will be due within 30 days after receipt by  up of a complete and accurate invoice in accordance with the State of Texas Prompt Payment Act, Tex. Gov't


- * If credit is approved, the master account is payable **in accordance with the Texas Prompt Payment Act upon receipt**. ~~If payment of all undisputed charges is not received 30 days after receipt of the final invoice, finance charges not to exceed one and one half percent (1.5%) per month or the maximum allowed by law, whichever is less, will be applied to the unpaid, undisputed portion, commencing on the date of receipt.~~
- * ~~We reserve the right to require additional advance payments of all or part of the estimated charges if your credit status changes. If advance payments or deposits are not paid on a timely basis, the Hotel will have the right, at its option, to consider the Contract cancelled.~~
- * Should the master account remain unpaid after 60 days, in addition to its other remedies, the Group and the Hotel agree that the Hotel, at its sole option, may elect to cancel any subsequent arrangements agreed upon herein or any agreements separately made by that time between the Group and the Hotel for additional conventions/meetings to be held in the future, and that in such event, no fees, charges, damages or penalties shall be due from the Hotel as a result of the cancellation and no claim shall be brought against the Hotel as a result of the cancellation.

MEETING FACILITIES

We are holding meeting space according to the following outline:

Date	Start Time	End Time	Function	Room*	Setup	Agr	Min. Sq. Ft/Ceiling Height Required
Wednesday 4/5/23	6:30pm	24 hours	GS Setup	Veramendi Salon F	Rounds	275	7,200
	5pm	24 hours	Breakout 1 Setup	Chautauqua Room	Classroom	70	2,240
	5pm	24 hours	Breakout 1 Setup	Veramendi Salon G	Classroom	70	1,800
	5pm	24 hours	Breakout 1 Setup	Veramendi Salon H	Classroom	50	1,800
	5pm	24 hours	Breakout 1 Setup	Veramendi Salon I	Classroom	50	1,800
	5pm	24 hours	Breakout 1 Setup	Veramendi Salon J	Classroom	50	1,800
	5pm	24 hours	War Room	Placido Boardroom	Other	10	640
Thursday 4/6/23	8am	24 hours	General Session	Veramendi Salon F	Rounds	275	7,200
	8am	24 hours	Breakout 1	Chautauqua Room	Classroom	70	2,240
	8am	24 hours	Breakout 2	Veramendi Salon G	Classroom	70	1,800
	8am	24 hours	Breakout 3	Veramendi Salon H	Classroom	50	1,800
	8am	24 hours	Breakout 4	Veramendi Salon I	Classroom	50	1,800
	8am	24 hours	Breakout 5	Veramendi Salon J	Classroom	50	1,800
	7am	24 hours	War Room	Placido Boardroom	Conference	10	640
Friday 4/7/23	8am	Noon	General Session	Veramendi Salon F	Rounds	275	7,200
	8am	Noon	Breakout 1	Chautauqua Room	Classroom	70	2,240
	8am	Noon	Breakout 2	Veramendi Salon G	Classroom	70	1,800
	8am	Noon	Breakout 3	Veramendi Salon H	Classroom	50	1,800
	8am	Noon	Breakout 4	Veramendi Salon I	Classroom	50	1,800
	8am	Noon	Breakout 5	Veramendi Salon J	Classroom	50	1,800
	8am	Noon	War Room	Placido Boardroom	Conference	10	640

- * If for any reason the function space reserved is not available on the day of your event due to emergency repairs or unscheduled maintenance), you agree that we may substitute space of appropriate size and comparable quality for your meeting or function.
- Ant = Anticipated
- Agr = Number of Attendees
- "End Time": Group understands that Hotel may have contractual obligations with other customers for their exclusive use of some or all of Group's assigned meeting and function space following the scheduled conclusion of Group's meetings/functions. So as to allow for the efficient transition from Group to any potential other customers, Group agrees to completely vacate (clean and clear) out of each of the assigned meeting and function space no later than the "End Time" as noted above in the Schedule of Events. Group agrees that Hotel may add charges to the Group's final invoice, and Group agrees to pay such charges, for the actual costs and expenses incurred by Hotel related to Group's failure to completely vacate the meeting and function space by the indicated End Time(s). Costs and expenses may include, but are not limited to, additional costs of Hotel labor to ensure that the meeting and function space is cleared and cleaned, costs for storing Group's property and materials that were not removed from the meeting and function space, and reimbursement of damages and costs incurred by Hotel related to the Hotel's inability to provide the contracted meeting and function space to the other customers by their respective start times.

A tentative program is required six (6) months in advance of your meeting with a final program submitted one (1) month in advance. 

The room rental charges will be \$24,500 Inclusive based on a 250 attendees

FUNCTION SPACE ARRANGEMENTS

Final approval must be received from the Hotel's Convention Service Manager before publishing meeting room names. This booking by Group is based upon Hotel's agreement to provide the specific function space assignments specified in this Contract. No changes will be made to function space assignments without the written consent of both parties.

The meeting space allocated for Group's schedule of events is intended for the sole purpose of conducting Group's meetings and events and may not be resold by Group to any party without the prior written consent of Hotel. The Hotel retains the right to charge and retain all rental fees for the use of any of Hotel's meeting space, public or guest room inventory assigned to any exhibitor, sponsor, or sub-group affiliated with Group's Event. If Group requires approval of space release to exhibitors, sponsors or sub-groups, Group must advise Group's assigned Event Manager in writing and provide detailed information on the intended process prior to the opening of registration.

Subject to the terms and conditions of the Outside Contractors clause below, Group reserves the right to utilize the supplier of its choice for services or rentals in the areas of audio visual, exhibit decorating, security, floral, transportation, tours, etc., with no surcharge from Hotel or from its in-house supplier.

Texas Workforce Commission is the only name having to do with this meeting that is permitted to appear on Hotel reader board, marquee, portfolio, and any invoices. ~~MGE AT&L is not the client and its name cannot appear on any of these documents or displays.~~

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Disclosure on Supplemental Surcharges: Supplemental surcharges are charges added to the Group’s Master Account bill to pay for costs incurred by the Hotel in connection with additional equipment, administration, and staffing necessary for the Event. These surcharges will be solely retained by the Hotel and are not distributed to hourly or tipped employees. The Hotel must notify Group in writing prior to any supplemental surcharges being added. Examples include, but are not limited to, early sets, late end times, outdoor venues, resets, refreshes, cleaning and other service that require staffing above normal levels and/or services outside of the normal scope contracted and paid products and services.

OUTDOOR EVENTS – N/A

OUTSIDE CONTRACTORS

Should you elect to utilize outside contractors or subcontractors on Hotel premises during your event, including, but not limited to, a destination management company, audio/visual services, decorators, or others, you must notify us of your intention to use such providers at least thirty (30) days in advance of your event. Your outside contractors must sign a hold harmless, indemnification and insurance agreement in the form currently in use at Hotel in favor of Hotel, Hilton Domestic Operating Company Inc., Hotel’s Owner and Group, and provide proof of insurance in amounts acceptable to Hotel (amounts and types of insurance may be changed or increased in Hotel’s sole discretion based on the type of services the outside contractor will be providing) before your outside contractors will be allowed to provide services on Hotel premises. In some instances, despite Group’s use of an outside contractor, Hotel may be required, pursuant to obligations imposed on Hotel by labor unions or collective bargaining agreements, to utilize Hotel labor to provide certain services, and Group agrees to pay the fees and/or charges associated with these services. Upon request by Group, Hotel will disclose prior to the Event those services that are required to be performed by Hotel labor (if any) as well as the potential fees and charges associated with such Hotel labor usage.

PEST INFESTATION

Hotel has established standards of cleanliness that comply with applicable public health department regulations, including pest control. In the event Hotel is made aware of a report of a pest infestation, Hotel will promptly investigate the report and exercise good faith efforts to remedy the issue.

FEES ADDED AFTER CONTRACT EXECUTION / ADDITIONAL SPEND

Group and/or the individual Group attendees will not be liable for any additional fees such as energy surcharges, resort fees, or any other fees that are added to the individual or Group guest room folio ("fees") other than those specified in this Contract unless Group agrees to such fees in writing or unless such fees are in the form of ~~local hotel tax, an additional tax, city ordinance or state or federal law.~~

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~~For the avoidance of doubt, Group shall pay the Hotel for any food, beverages and other services not expressly set out in the Contract but made available on request of the Group during the meeting. On or before the first date of the meeting, the Group will confirm to the Hotel in writing the names of those attendees who the Group considers to be authorized to sanction additional spend at the meeting over and above the contracted amounts. All our records for additional spend (meeting room rental, audio visual equipment, flipcharts, food & beverage functions and other incidentals) will be presented to one of your authorized signatories to be checked and signed on a daily basis. Failure of Group’s authorized signatory to review any or all charges on a daily basis will not be grounds for disputing the charges.~~

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SECURITY

If requested, in our sole judgment, in order to maintain adequate security measures in light of the size and/or nature of your function, you will provide, at your expense, unarmed security personnel supplied by a reputable licensed guard or security agency doing business in the city or county in which we are located, which agency will be subject to our prior approval. Your security agency must sign a hold harmless, indemnification and insurance agreement in the form currently in use at Hotel in favor of Hotel, Hilton Domestic Operating Company Inc., Hotel's Owner and Group, and provide proof of insurance in amounts acceptable to Hotel before your security contractor will be allowed to provide security services on Hotel premises.

GROUP PERFORMANCE

There is no sleeping room guarantee for this event, based on historical performance. The room block is an estimate based on projected attendance and history.

DELIVERIES

Arrangements for delivery of packages should be made through Convention Services. You must prepay all packages sent to the Hotel. No package will be accepted by the Hotel that requires the Hotel to pay shipping costs. All deliveries must be correctly labelled as per the Hotel's guidelines. To the fullest extent permitted by applicable law, the Hotel shall not be responsible for any damage to or loss of your packages.

HOTEL POLICIES

CHECK-IN TIME: 4:00 PM

CHECK-OUT TIME: 11:00 AM

METHOD OF ROOM GUARANTEE

~~A deposit equal to one night's stay is required to hold each individual's reservation. Personal check, money order or a valid American Express, Visa, Master Card, Diners Card or Carte Blanche card number and expiration date or a guarantee to the master account are acceptable. Should a guest cancel a reservation, the deposit will be refunded if notice is received at least three (3) working days prior to arrival, and a cancellation number is obtained.~~

Uk CP

CATERING

OUTSIDE FOOD AND BEVERAGE: The Hotel is licensed to serve food and beverages. No food or beverages may be brought into the Hotel by the Group for service at this specific event. ~~Hotel reserves the rights to cease service of alcoholic beverages in the event that persons under the state mandated age limit are present at the function and attempt to receive service of alcoholic beverages.~~

Uk CP

FOOD & BEVERAGE PERFORMANCE

There is no Food and Beverage Guarantee.

SECURITY

Your organization acknowledges that Hotel cannot be responsible for the safe keeping of equipment, supplies, written material or other valuable items left in the function rooms, subject to Hotel's liability under applicable law. Accordingly, your Group acknowledges that it will be responsible to provide security of any such aforementioned items and hereby assumes the responsibility for loss thereof, subject to Hotel's liability under applicable law.

CONTRACT MANAGEMENT ISSUES

Dishonored Reservations If Hotel is unable to provide a room to a Group attendee holding an accepted and/or confirmed reservation, Hotel will, at its own expense, provide comparable accommodations and one daily

ground transportation to and from the substitute Hotel for each day during which Hotel cannot provide a room. Additionally, Hotel will provide two (2) complimentary five (5)-minute phone calls. Upon return to Hotel, Hotel will provide a note of apology, and every attempt will be made to place the guest in an upgraded accommodation. If a room becomes available at the Hotel for the displaced guest and the guest elects not to return to the Hotel, the Hotel will have no further obligations under this clause.

Cancellation by Group

See attachment A.

Summary of Revenue Anticipated by Hotel from this Agreement	
Total Anticipated Sleeping Room Revenue:	\$55,200.00
Total Anticipated Meeting Room Rental Fees:	\$24,500.00
"Total Anticipated Revenue":	\$79,700.00

RIGHTS OF TERMINATION FOR CAUSE

Force Majeure

Performance of the Agreement is subject to acts of God, declared war in the country in which Hotel is located, governmental regulation, disaster, fire, curtailment or disruption of transportation facilities either in the city in which Hotel is located or in the countries/states of origin of the attendees that prevents at least 40% of Group's attendees from arriving on the first peak night of the program, civil disorder in the city in which Hotel is located, terrorist attacks in the city in which Hotel is located, or any other unforeseen occurrence beyond the reasonable control of Hotel or the Client, any of which makes it commercially impracticable, impossible or illegal for the parties to perform as originally contracted under this Agreement. For purposes of this clause, "attendees" shall mean Client's guests with a confirmed reservation.

This Agreement may be terminated without penalty or liability for any one of such reasons by written notice from one party to the other, provided such notice is delivered ~~within 10 days of any such occurrence~~, in which event the Client will receive, following Client's written request (email is sufficient), all recoverable advance deposits made prior to the date of termination, ~~less any approved expenses incurred by Hotel in preparation for the program~~. Client agrees to negotiate ~~promptly and~~ in good faith with the Hotel in an effort to rebook the cancelled Event, based on space and rate availability at the Hotel, over mutually acceptable dates. Uk CP

Change in Management In the event that Hotel undergoes a change in management company, or has filed for bankruptcy, or if foreclosure occurs, the Hotel is obligated to inform Group of this action within thirty (30) days of receipt of notice of the aforementioned change or filing, and the Group may then, within sixty (60) days of receipt of such notice, terminate this Contract without liability. Uk CP

Renovation/Remodeling

Except as otherwise disclosed by Hotel to Group prior to signing this Contract, as of the date of the signing of this Contract, Hotel has no plans for renovation or remodeling of any facilities which will be utilized by Group pursuant to this Contract, other than ordinary maintenance. In the event that after this Contract is signed, Hotel confirms any plans to remodel or renovate its facilities, Hotel agrees to inform your Group in writing within a reasonable amount of time of the following:

- a. Planned scope of project;
- b. Schedule for commencement and completion;
- c. Anticipated impact project will have on areas to be utilized by your Group;
- d. Hotel's plan for minimizing impact of project on Group.

Hotel promises that any such construction or remodeling will not materially interfere with Group's use of the Hotel. The parties agree to negotiate in good faith to resolve any concerns raised as a result of renovations or remodeling and to enter into such amendments of this Contract as may be necessary to reasonably accommodate both parties' interests. However, if construction or remodeling is mutually determined to materially interfere with Group's meeting, Group will be considered to have cause to terminate this Contract without liability with written notice to Hotel as long as such notice is given within 30 days of Group's receipt of notice of Hotel's construction or remodeling plans. ~~If the parties cannot agree upon whether the construction or remodeling will materially interfere with Group's meeting, they will submit their dispute to arbitration for binding resolution before the dates of Group's meeting.~~

~~Uk CP~~

PROTECTION OF GUEST PRIVACY AND GDPR

~~The booking of stays and events by MGE - AT&L with Hotel requires collection and processing of personal data pertaining to guests ("Guest Personal Data") under the Contract. For the purposes of this Contract, Guest Personal Data shall include information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual.~~

~~Uk CP~~

1. ~~At its sole option, MGE - AT&L may provide the Hotel with a secure Login ID and password to the MGE - AT&L Supplier Portal. Hotel agrees that Guest Personal Data may be transmitted between MGE - AT&L and the Hotel through the use of such Supplier Portal or such other method reasonably requested by MGE - AT&L.~~

~~Uk CP~~

2. ~~The Hotel handles guest personal information in a manner consistent with Hilton's Global Privacy Statement. The Hotel shall comply with data protection laws regarding collecting, protecting, and using personal information in a reasonable manner in accordance with laws applicable to the Hotel, including the European Union's General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR"). "Controller," "Processor," "Data Subject," "Personal Data," "Processing," and "Personal Data Breach," shall have the meaning given in the GDPR.~~

~~Uk CP~~

3. ~~Pursuant to GDPR, each party acts as an independent "Controller" with respect to its processing of Guest Personal Data in connection with this Contract, and each party will comply with its respective obligations as such. Nothing in this Contract shall be construed as to create a joint-Controller or Controller-Processor arrangement between the parties.~~

~~Uk CP~~

4. ~~Each party shall implement reasonable and appropriate administrative, technical, organizational, and physical measures required to ensure a level of confidentiality, integrity, and availability appropriate to the risks represented by the Processing and the nature of the Guest Personal Data, and to prevent any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Guest Personal Data.~~

5. ~~If either party becomes aware of a Personal Data Breach impacted data one party received from the other, each party agrees to promptly notify the other party after becoming aware of such Personal Data Breach and to take reasonable steps to mitigate the impact of any Personal Data Breach. To the extent a party seeks the assistance of the other party related to the investigation of a Personal Data Breach, the other party shall reasonably cooperate with such requesting party to: (a) determine the scope and severity of the Personal Data Breach; and (b) provide timely information and cooperation as the requesting party may require to fulfill the requesting party's reporting and notification obligations under the GDPR.~~

6. ~~Each party will cooperate with the other party to fulfil compliance obligations under the GDPR and enter into any further privacy, confidentiality, or information security agreement reasonably requested by the other party for purposes of compliance with the GDPR.~~

7. ~~For clarity, nothing in this Contract limits a party's ability to use an individual's Guest Personal Data to the extent directed by, consented to or requested by such individual. The Hotel agrees to treat such Guest Personal Data in accordance with Hilton's Global Privacy Statement, and the Hotel will be a "Data Controller" for such Guest Personal Data. The parties described in this clause refers to MGE -- AT&L and Hotel. Group is not responsible for the collection and processing of personal data related to this clause. Group is not subject to the Hilton's Group Privacy Statement nor the European Union's General Data Protection Regulation. Group shall comply with data protection laws regarding collecting, protecting, and using personal information in a reasonable manner in accordance with Texas laws. Group is only responsible for obtaining any necessary consents and authorizations directly from guests in accordance with Texas laws. Each party shall be independently responsible for Processing Guest Personal Data in compliance with the GDPR and shall be solely responsible for obtaining any necessary consents and authorizations directly from guests that it requires to process Guest Personal Data. Each party shall be solely responsible for handling any third party claim with respect to its Processing of Guest Personal Data. Neither party shall seek contribution from the other party for any third party claim related to its Processing of Guest Personal Data. To the extent permitted by law, each party releases the other party from any contributory liability obligation for any third party claim that arises from its Processing of Guest Personal Data.~~

CANCELLATION BY HOTEL

In the event that the Hotel cancels this Agreement for reasons other than a breach by Group or as otherwise expressly provided for elsewhere in this Agreement, then Group will be entitled to recover from Hotel all reasonable and documented direct and consequential damages incurred by Group that would not have been incurred if Hotel had not cancelled the Agreement. Such costs may include, but are not limited to: additional cost of securing comparable meeting space, sleeping rooms and other accommodations and services; costs for printing materials or communicating with attendees; or overtime paid to staff. Hotel's liability for any such damages will not exceed the total Event value payable by Group to Hotel under this Agreement. Group will be required to take reasonable steps to reduce any damages, including but not limited to using alternate locations for the cancelled Event identified as willing and able to host the Event on similar terms if possible.

AUXILIARY AIDS:

(a) Compliance by Hotel. Hotel shall be responsible for complying with the public accommodations requirements of the Americans with Disabilities Act ("ADA") not otherwise allocated to you in this Contract, including: (i) the "readily achievable" removal of physical barriers to access to sleeping rooms, common areas (e.g., restaurants, rest rooms, and public telephones) and transportation

(b) Compliance by You. You shall be responsible for complying with the following public accommodations requirements of the ADA: (i) the "readily achievable" removal of physical barriers within the meeting rooms utilized by you which you would otherwise create (e.g., set-up of exhibits in an accessible manner) and not controlled or mandated by Hotel; (ii) except as required by applicable laws, the procurement and payment of auxiliary aids and services where necessary to ensure effective communication of your program to disabled participants (e.g., Braille or enlarged print handouts, interpreter or simultaneous videotext display); and (iii) the modification of your policies, practices and procedures applicable to participants as required to enable disabled individuals to participate equally in the program. We will, upon your request, furnish you with the names of businesses you can contact to obtain these auxiliary aids.

(c) Cooperation in Identifying Special Needs. You agree that one week in advance of your Event, you will furnish to us a list of any auxiliary aids and/or services that you will be providing to your attendees in meeting or function space, as well as any other special needs of attendees with disabilities requiring accommodation by Hotel. Furthermore, you agree to notify the Hotel of such needs for accommodation as soon as they are identified to you. Whenever possible, you shall copy Hotel on correspondence with attendees who indicate special needs as covered by the ADA.

RECIPROCAL INDEMNIFICATION – See Attachment B – Indemnification and Self Insurance

INSURANCE – See Attachment B – Self Insurance

GOVERNING LAW

This Contract shall be construed and interpreted in accordance with the laws of the state in which the Hotel is located.

ARBITRATION/ATTORNEY'S FEES

~~Any unresolved controversy or claim arising out of or relating to this Contract or breach thereof, including without limitation any dispute concerning the scope of this clause, will be settled by arbitration using one arbitrator in a neutral site in accordance with the commercial rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof; provided, however, a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, and/or infringement of intellectual property rights shall not be subject to this provision. Any award shall be limited to actual damages; punitive damages shall not be awarded. The prevailing party shall be entitled to recover its expenses of arbitration including but not limited to reasonable attorney's fees and any other justifiable costs.~~

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SUCCESSORS AND ASSIGNS

The commitments made by each party will be binding on their respective successors and assigns. In the event that Group assigns, sells, conveys, pledges or otherwise disposes of all or substantially all of its assets (collectively referred to as "assignment"), by operation of law or otherwise, this Agreement and the obligations herein must also be assigned to and assumed by the successor organization, subject to approval by Hotel. In the event such an assignment is completed, Group agrees to notify Hotel no later than thirty days following the close of the assignment transaction of the entities involved. Hotel will thereafter have 20 days in which to notify Group if assignment is approved (such consent not to be unreasonably withheld by Hotel, although the Hotel may assess factors including the creditworthiness of the successor organization). Group may not otherwise assign this Agreement or any rights hereunder. You may not re-sell reservations. If we become aware of any violation of this section, we may immediately terminate the Agreement without incurring any liability to you for contracted rooms or rates and you will be responsible for any damages resulting from the cancellation as set forth herein.

CLOSING

This Contract plus any attachments constitutes the entire agreement between the parties and supersedes any previous communications, written or oral. No changes shall be made to this Contract unless they are in writing and signed by both parties; provided, however, that this Contract includes all signed or unsigned Event Orders issued by us for this meeting and that your final guarantee of attendance may be made by phone. If any provision of this Contract is unenforceable under applicable law, the remaining provisions shall continue to be valid and enforceable. The persons signing this Contract on behalf of Hotel and Group, respectively, each warrant that they are authorized to make the agreements set out on behalf of Hotel and Group, respectively, and have the authority to bind Hotel and organization to this Contract.

If the above arrangements meet with your approval, please sign and return this Contract, indicating that all arrangements as outlined are definite and confirmed.

APPROVED AND ACCEPTED

APPROVED AND ACCEPTED

Lowell Keig

Chuck Payne

Lowell Keig
Director of Business Operations
Texas Workforce Commission

By: _____
Chuck Payne
Manager, Enterprise Sales
JDHQ Hotels LLC d/b/a/ Embassy Suites
San Marcos Hotel Convention Center

10/21/2022
DATE _____

10/24/2022
DATE _____

Texas Workforce Commission

A Member of Texas Workforce Solutions

Bryan Daniel, Chairman
Commissioner Representing
the Public

Julian Alvarez
Commissioner
Representing Labor

Aaron Demerson
Commissioner Representing
Employers

Edward Serna
Executive Director

Attachment A to Contract
Embassy Suites San Marcos Hotel Conference Center, San Marcos, Texas
And the Texas Workforce Commission

CANCELLATION POLICY

As a matter of state law the Texas Workforce Commission (TWC) cannot enter into any agreement which includes a cancellation and attrition policy charging or assessing a penalty for service not yet rendered. In order to work within those constraints, the cancellation and attrition policy provisions of this contract have been deleted.

TWC will inform Embassy Suites San Marcos Hotel Conference Center, San Marcos, Texas immediately of our intent to cancel the subject event. It is further understood that TWC will not cancel this contract for the purpose of moving the subject event to another hotel or conference property.

Texas Workforce Commission

A Member of Texas Workforce Solutions

Bryan Daniel, Chairman
Commissioner Representing
the Public

Julian Alvarez
Commissioner Representing
Labor

Aaron Demerson
Commissioner Representing
Employers

Edward Serna
Executive Director

Attachment B to Contract with Embassy Suites San Marcos Hotel Conference Center, San Marcos, Texas And the Texas Workforce Commission

As a matter of state law the Texas Workforce Commission cannot enter into a "hold harmless" agreement with a vendor, nor can we expend appropriated funds to secure the liability insurance. The law narrowly defines and limits those matters for which a state agency or employee may be liable and caps damages in a similar fashion. Further, under established case law a public official purporting to contract beyond those limits may be personally liable for damages incurred.

TWC has no discretion in this matter. We are involuntarily at risk to the extent dictated by the Tort Claims Act; conversely, we lack the authority to expand the scope of that risk.

In short, the Legislature has provided that agencies of the state be "self-insured" for certain purposes in certain amounts. We are liable to that extent; more we cannot do.

In this context the following is attached to the Contract between the Texas Workforce Commission and Embassy Suites San Marcos Hotel Conference Center, San Marcos, Texas.

ACKNOWLEDGMENT OF LIMITED LIABILITY

I hereby acknowledge that the Texas Workforce Commission as an agency of the State of Texas, is liable for the wrongful acts or omissions, or the negligent acts of its employees to the extent and for the amounts specified by the Texas Tort Claims Act.



Edward Serna, Executive Director
Texas Workforce Commission