



**HORSESHOE BAY RESORT**  
TERRACE LAKE & HILL COUNTRY

Horseshoe Bay Resort • PO Box 4650 • Horseshoe Bay, TX 78657 • Toll Free: 866-687-7013

**GROUP EVENT CONTRACT**

Horseshoe Bay Resort Destinations LLC, d/b/a Horseshoe Bay Resort ("Hotel") and ("Group") (collectively, the "Parties") hereby enter into this Group Event Contract ("Contract") for the following "Event" and agree as follows:

| Event Summary:  |  |
|---|--|
| Group Name: Texas Workforce Commission                | Date of Contract: Monday, February 06, 2023      |
| Event Name: TX Workforce Employer Conference          | Hotel Contact: Samantha Hicks                    |
| Event Dates: 2023-08-17 - 2023-08-18                  | Hotel Contact Title: Senior Sales Manager        |
| Group Contact Name: Alberto Alvarado                  | Hotel Contact Phone: 830-598-7880                |
| Group Contact Phone: (512) 463-2430                   | Hotel Contact email: samskagerberg@hsbresort.com |
| Group Contact Email: alberto.alvarado@twc.texas.gov   | Hotel Contact Fax: 830-598-8230                  |
| Group Address: 101 East 15th Street, Austin, TX 78778 |  |

**GUEST ROOM BLOCK AND RATES**

Hotel hereby reserves following guest room block for Group at the stated rates:

|               |            | Standard Rooms |
|---------------|------------|----------------|
| Thu 8/17/2023 | Guestrooms | 20             |
|               | Rate       | \$98.00        |

**RESORT CHARGE- WAIVED**

In addition to the rates set forth in this contract, there will be a Resort Charge of \$0 per room, per night which includes:

- Complimentary Unlimited Wi-Fi
- Self-Parking
- Local and Long-Distance Telephone Calls
- Golf Bag Storage for groups with less than 50 attendees
- Access to Golf Practice Facilities
- Self-Service Laundry Facilities
- Access to Hotel, Paseo Pool – with Towel Services
- Transport Service throughout Resort
- In- Room Coffee and Tea
- 24-hour Fitness Center
- Access to Select Horseshoe Bay Resort Private Facilities & Beaches on Lake LBJ

**COMMISSION**

Guest room rates are net, non-commissionable.

**HOTEL CONCESSIONS**

In consideration of the Minimum Revenues and additional revenues Hotel anticipates receiving under this contract, Hotel will provide the following Concessions to Group:

**Listed Concessions:**

- (20) Per Diem Guestrooms for (1) Night with Waived Resort Fee

**SCHEDULE OF EVENTS**

| Date       | Start Time | End Time | Function  | Room                  | Setup     | Agr | Room Rental |
|------------|------------|----------|-----------|-----------------------|-----------|-----|-------------|
| 2023-08-17 | 12:00 PM   | 11:59 PM | Setup     | Granite Ballroom      |           |     |             |
| 2023-08-18 | 7:00 AM    | 8:00 AM  | Breakfast | Granite Ballroom EFGH | Rounds    | 250 |             |
| 2023-08-18 | 8:00 AM    | 6:00 PM  | Meeting   | Granite Ballroom ABCD | Classroom | 250 | \$10,000++  |
| 2023-08-18 | 12:00 PM   | 1:00 PM  | Lunch     | Granite Ballroom EFGH | Rounds    | 250 |             |
| 2023-08-18 | 3:00 PM    | 4:00 PM  | PM Break  | Granite Ballroom EFGH | Rounds    | 250 |             |

**FUNCTION SPACE/CHARGES/RIGHT TO CHANGE**

Hotel has reserved the function space for your Event agenda as set forth above. Function Space rental fees will be charged as indicated below. Specific meeting/function rooms are not guaranteed and are subject to change so long as Hotel provides sufficient space to accommodate the agenda. Please ensure that the schedule above includes all space necessary to accommodate set-up and break-down times, all audio-visual needs, head tables and displays.

Group will provide its final agenda to Hotel no later than July 18<sup>th</sup>, 2023. Space not required in the final agenda will be released. Requests for additional space will be accommodated based on availability at Hotel's prevailing rental.

*lk SAH*

Initials: Lowell Keig



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**PERFORMANCE/ATTRITION**

The Room Block and Food and Beverage Performance requirements are separate and distinct requirements. If Group exceeds its minimum in either category, the excess will not be applied to reduce damages owed for failing to meet the other minimum. See Attachment A

**A. Room Block Performance**

The rooms reserved in the Guest Room Block will generate a minimum of \$1,960 in revenue for Hotel, exclusive of taxes or fees. While Hotel could require Group to guarantee the entire revenue amount, Hotel agrees as a concession to Group, that Group will not owe damages if it achieves 90%, or \$1,764 in guest room revenue. If Group's actualized guest room revenue is less than 90% it will pay liquidated damages equal to the difference between \$1,764 and the revenue achieved from rooms reserved and paid for in the Guest Room Block exclusive of taxes and fees. See Attachment A

**B. Food and Beverage Performance**

Group agrees to provide a minimum of \$18,000 in banquet food and beverage revenue, exclusive of tax, gratuity, or service charge. If Group's proposed menus will not meet this minimum, Hotel will advise Group and give it the option to enhance menus or add events to meet the minimum. If Group does not meet the minimum, it will pay liquidated damages equal to the difference between \$18,000 and the amount of banquet food and beverage revenue generated, exclusive of tax, gratuity and service charge.

Payment of estimated Performance/Attrition damages will be due seven days prior to the Event. Once final damages due are determined at the conclusion of the event, overpayment will be credited or the balance due will be reflected on the Master Account bill.

**ANTICIPATED ROOM NIGHT AND BANQUET FOOD AND BEVERAGE REVENUE FIGURES**

At this time, the hotel is holding room nights for your use over the contracted dates, which (not including the Resort Charge) will total revenues of \$1,960. Planned banquet food and beverage minimum revenue is \$18,000. All food and beverage are subject to a 25% service charge. All revenue figures are net and not inclusive of taxes, service charge or commissions.

The Minimum Revenue does not include charges for services provided by Hotel at extra charge that Group will incur that have not been determined at this time, such as audio/visual, package handling, electrical, exhibit fees, etc., nor does it include expected ancillary spending by individuals attending the Event.

**ADDITIONAL SPEND**

The Minimum Revenue for the Event is agreed by the Parties to be a minimum \$18,000. Hotel provides a variety of additional services at additional cost that Group agrees to pay for if additional services are requested. Group also agrees that it will pay for additional services (including food and beverage) provided to Group at the request of Group's authorized representative during the event, even if there was not an opportunity to prepare an amendment or Banquet Event order to document the request prior to the provision of the service. Such additional services will be billed to the Master Account and subject to the terms of the Master Account provisions.

**TAXES/GRATUITIES/SERVICE CHARGES**

All pricing and minimums stated in this contract and the Minimum Revenue do not include applicable taxes, fees, assessments, service charge or gratuity, and which are subject to change. Group agrees to pay all applicable taxes and service charges and gratuities which are currently: Guest room occupancy tax: 6%

- Sales tax: 8.25% (not applicable on guest room rates) Group is state sales tax exempt.
- Service charge, which is retained by hotel: 25%. Note that Service charge is taxable. (not applicable on guest room rates)

If Group claims tax exemption, it must provide documentation of its exempt status to Hotel at least 2 weeks prior to the first date of the Event.

**MASTER AND GUEST BILLING ARRANGEMENTS**

The following billing arrangements apply:

|            |                                |
|------------|--------------------------------|
| Master     | Guest Room, Resort Fee and Tax |
| Individual | Incidental Charges             |
| Master     | Scheduled Banquet F&B          |

All other charges will be applied to the Master Account and paid by Group.

**MASTER ACCOUNTS/DEPOSITS/CANCELLATION DUE TO NON-PAYMENT/BILLING DISPUTES**

All charges incurred by Group will be billed to the Master Account. Unless Hotel approves Group's credit application all anticipated Master Account charges must be paid no later than fourteen days prior to the first day of the Event. Any overpayment will be refunded by Hotel within fourteen days after the Parties reach agreement on the final Master Account charges.

Group will pay the following deposits:

| Transaction Type | Charge Type              | Date       | Amount          |
|------------------|--------------------------|------------|-----------------|
| Charge           | 1st Deposit              | 2023-03-03 | \$12,629.16     |
| Charge           | 2nd Deposit              | 2023-05-19 | \$12,629.16     |
| Charge           | 3rd Deposit              | 2023-07-07 | \$12,629.16     |
| Charge           | Estimated Pre-Pmt Master | 2023-08-03 | TBD             |
| Balance Due      |                          |            | \$37,887.48+TBD |

1st, 2nd, and 3rd Deposits and Pre-Payment to the master will be waived upon approval of Direct Bill\*\*

Payment will be due within 30 days after receipt by Group of a complete and accurate invoice in accordance with the State of Texas Prompt Payment Act, Tex. Gov't Code, Ch. 2251

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If any deposit is not paid when due, or if Group's credit status changes (whether credit has been approved), Hotel reserves the right to require the payment of additional deposits. In addition, if any deposit is not paid by seven days after the due date, Hotel will have the right, in its sole discretion, to consider the Contract cancelled by Group and will be entitled to Cancellation Damages as provided in this Contract. Failure of Group to pay any deposit when due will not otherwise impact the enforceability of this Contract.

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Hotel and Group agree to review all charges incurred during the event daily to reduce billing errors. However, if such review does not occur, it cannot be used as the sole basis for disputing any charges.

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If Credit is approved or if Group incurs additional charges during the event that are not covered by the Deposits paid, Hotel will submit a Master Account Bill to Group after the Event. Group must submit a written, itemized list of any disputed charges on the Bill to Hotel within fourteen days after receipt of the Bill, or all disputes will be deemed waived. Group must pay all undisputed portions of the Bill within fourteen days. After the Parties conclude their review of any disputed charges, Hotel will submit a final revised Bill and Group will pay the final balance within fourteen days after receipt. Any undisputed charges that are not paid within fourteen days will be subject to a finance charge of 1 1/4% per month from the date of the Bill until paid.

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**Sec. 2251.026. PAYMENT OF INTEREST BY STATE AGENCY.**

Master Account charges may be paid by Company Check, Certified Check, wire transfer or Credit Card. Hotel is not obligated to accept a Master Account payment from any person or entity other than Group. In addition, in exchange for Hotel's agreement to accept payment by Credit Card for any Deposit or Master Account bill, Group agrees that if there is any dispute regarding the amount charged that Group will resolve the dispute pursuant to the Dispute Resolution provision of this Contract rather than submitting a "charge back" or using a similar Credit Card dispute process.

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**RESERVATIONS/CUT OFF**

The Room Block is being held on a definite basis for Group upon signing of this Contract. Individual room reservations will be made by: Rooming List

Hotel encourages Group to require Event Attendees to either reserve rooms in the official Room Block at Group Rates or pay a higher registration fee if not reserving in the block to maximize room block actualization.

The Room Block and agreed room rates will be available until the "Cut Off Date" of July 18<sup>th</sup>, 2023. After that date, unreserved rooms in the Room Block will be released for general sale. Room reservations after the Cut Off Date will offered based on availability at prevailing rates. The parties agree that release of the rooms at Cut Off does not impact the enforceability of this Contract or Group's obligations under the Performance Clause.

**NO-SHOW POLICY See Attachment A**

No Shows apply to any or all guests who have a reservation at Horseshoe Bay Resort, who do not appear on the reservation date of arrival, and who do not provide a proper 72-hour cancellation notice prior to arrival date. No Shows will be charged a penalty equivalent to the first night's room rate, resort charge and taxes per room.

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**LATE CANCELLATION POLICY**

Late cancellation is any or all guests who do not provide a proper 72-hour cancellation notice prior to arrival date. The guest will be charged one night's room rate, resort charge and taxes per room. Guests can change the name on the reservation without penalty. See Attachment A

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**BANQUET POLICIES/OUTSIDE CATERERS/BANQUET EVENT ORDERS**

Due to Hotel licensing and safety requirements, all food and beverage (including alcohol) served on Hotel premises must be provided by Hotel. If Group requests to use an outside caterer for special requirements that cannot be serviced by Hotel (Kosher, Halal, etc.) Hotel must approve the caterer, which will not unreasonably be withheld. Caterer must provide food for the total number of persons anticipated to attend the event. Caterer will be required to meet Hotel's insurance requirements and sign a Hold Harmless agreement in favor of Hotel. Hotel reserves the right to discontinue service by any outside caterer that in Hotel's sole determination violates any food safety requirements without any liability to Hotel and Group will be required to pay all charges for the Event.

Hotel will submit proposed menus to Group on or before 14 days before the Event. Upon Group providing menu selections, Hotel will prepare Banquet Event Orders ("BEOs") confirming the menus, event details and pricing for each food and beverage event which will be sent to Group no later than 11 days. Group is requested to advise hotel of any changes or sign and return BEOs with seven days. If BEOs are not signed and returned, they will be deemed accepted by Group.

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~~If Hotel is unable to submit BEOs for approval on schedule because Group has not provided menu selections or other required information, additional charges may apply.~~

Group must provide its final guest count for each event (including special meal requests like vegetarian or gluten free) no later than 3 days prior to arrival the "Final Guarantee". Hotel will be prepared to serve no more than 5% above the Final Guarantee. If Group requests to add guests or submit special meal requests after the Final Guarantee or while on site, Group agrees that Hotel may provide substitute menu items based on availability and special meals may not be available.

Group will be charged based on the Final Guarantee or actual number of persons served, whichever is higher. Hotel will review the banquet check with Group representative at the conclusion of each event. ~~but failure of Group to sign a banquet check will not be a basis for disputing the attendee count.~~

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**CONDUCT OF EVENT/RIGHT TO CANCEL FUTURE EVENTS**

Group agrees to conduct its event in compliance with all Hotel rules and policies and will not unreasonably disrupt the use and enjoyment of Hotel by other groups/guests. Group agrees to comply with Hotel's requests to stop any activity that is disruptive to others. Group must receive advance approval before using anything in function space that may require additional cleaning, be disruptive, or cause fire alarms or hazards, such as confetti, smoke machines, candles, cooking demonstrations, etc. Group will pay for any expenses incurred by Hotel as a result of such activities and will indemnify hotel for any loss or damage caused by installation or removal of any décor, staging or other items used in function space. Hotel reserves the right to terminate the Event in whole or part if Group refuses to cease disruptive actions, or if Hotel in its reasonable discretion determines that there are unreasonable risks to the health or safety of guests or the property. Group will remain responsible for paying for the Event and Hotel will have no liability for such termination.

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Hotel will have the right to cancel this Contract or any contracts Group may have for future events at Hotel if Hotel determines that Group's intended use of the premises was not properly disclosed to Hotel and that the intended use will be in conflict with other Events, cause unreasonable disruption to hotel guests, or presents unreasonable risks to the health or safety of hotel guest or property.

**RELOCATION CLAUSE/UNAVAILABILITY OF GUEST ROOMS**

Occasionally, due to unanticipated circumstances, Hotel will be unable to provide a room to a guest with a confirmed reservation and such guest must be relocated to an alternate hotel (known as "Relocated"). Because this can happen for many reasons, such as prior guests overstaying their reservation, rooms out of order due to damage or malfunctions, etc. it is impossible to guarantee that there will be "no relocations." In the event that Hotel must relocate a Group guest, Hotel will:

- Provide the Relocated guest with a room of the same type at an equal or better hotel as close as possible to Hotel at Hotel's expense.
- Provide round trip transportation to the alternate hotel daily at Hotel's expense.
- Provide a room at Hotel as soon as possible, with an upgrade if available.
- Provide a welcome/apology letter from Hotel upon the Relocated guest's return.
- Count all Relocated room nights toward Group's achievement of its room block for purpose of calculating complimentary rooms, Performance, or other obligations.

If a room becomes available at Hotel and the Relocated Guest elects not to return, Hotel will have no further obligation under this clause.

In no event will the Group be entitled to book an alternative hotel for a Group's Relocated guest, without the Hotel's written agreement. If the Group books an alternative hotel for the Group's Relocated guest without the Hotel's written agreement, Hotel will have no obligation to refund any difference in room rate.

**CANCELLATION See Attachment A**

In the event Group cancels the Event for any reason, including postponing the Event, moving it to another venue, for business or economic reasons, or by failing to pay deposits when due, Group will pay to Hotel a percentage of the total contracted minimum event revenue for the Event as liquidated damages as indicated in the chart below.

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| Date of Decision to Cancel |   | Total Estimated Event Revenue |  |
|----------------------------|---|-------------------------------|--|
| Date of Contract           | - | Sunday, February 19, 2023     | 70% of Total Contracted Minimum Event Revenue \$27,975.57                                    |
| Monday, February 20, 2023  | - | Saturday, May 20, 2023        | 80% of Total Contracted Minimum Event Revenue \$31,972.08                                    |
| Sunday, May 21, 2023       | - | Friday, August 4, 2023        | 90% of Total Contracted Minimum Event Revenue \$35,968.59                                    |
| Saturday, August 5, 2023   | - | Friday, August 18, 2023       | 100% of Total Contracted Sleeping Room Revenue and Executed Event Orders Revenue \$39,965.10 |

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Payment of Cancellation damages is due with the notice of cancellation. If Group advises of its intention to cancel but does not provide official notice and payment of damages, Hotel will send Group a notice of its understanding of Group's cancellation which will be considered confirmed by Group unless Group disputes the notice within five days of the notice.

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**IMPOSSIBILITY/FORCE MAJEURE**

Either party will be excused from its obligations under this Contract if circumstances beyond its reasonable control, including: Acts of God; declared war in the United State; Federal, State or Local government restrictions on meetings in effect 60 14 days or less before the event dates that would prevent the event from taking place as contracted; civil disorder within a five mile radius of Hotel; or terrorist act in the city where Hotel is located; any of which make it illegal, impossible or commercially impracticable for the Event to be held at Hotel. The impacted group may terminate this Contract without liability by giving written notice within ten days of the occurrence

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**DAMAGE POLICIES See Attachments A & B**

Hotel and Group agree that the Event which is the subject of this Contract will generate the Minimum Revenue stated in the Summary of minimum revenue, as well as other revenues that the Hotel would receive from Group and its attendees during the Event. Hotel agreed to the terms and conditions of this Contract based on the expected revenues. The Parties agree that if the Contract is cancelled or not fully performed that Hotel will suffer damages that would be difficult to determine but would include: loss of revenue; loss of time, effort and expense in negotiating the contract and preparing for the event; having to devote time and effort to reselling inventory that has already been sold; loss of other opportunities; and other losses. Therefore, the Parties specifically agree that they have negotiated the Performance/Attrition and Cancellation clauses as reasonable Liquidated Damage Provisions that are intended to address these uncertain damages and substitute for actual damages. The Parties expressly agree that the damages provided are not an unenforceable penalty, and the damages will not be challenged on that basis. All damages owed will be subject to applicable taxes.

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**SECURITY/PERSONAL PROPERTY**

If Hotel determines in its reasonable discretion that additional security will be required for your Event due to its size, nature, or unusual risks, you agree to provide security from a licensed security company approved by Hotel. Security officers may not be armed unless approved by Hotel. Group's security must provide proof of insurance and sign Hotel's hold harmless agreement. If Group fails to provide or reduces security required by Hotel, Hotel will have the right to immediately terminate the Event and collect appropriate cancellation damages and incurred Master Account charges. Hotel does not provide security for or insure personal property brought onto the premises and group is encouraged to purchase its own insurance.

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**OUTSIDE CONTRACTORS**

Group may use outside contractors to provide service for the Event, subject to Hotel's advance approval which will not be unreasonably withheld. Outside contractors will be required to provide proof of insurance and sign a Hold Harmless agreement in favor of Hotel before providing service on Hotel premises. If the Hotel is required pursuant to Collective Bargaining or other agreements within house service providers to have staff present despite the Outside Contractor Group will pay for such charges.

**USE OF HOTEL NAME/PROMOTIONAL MATERIALS**

Group may not use hotel's name, image, or any of its intellectual property without advance approval by Hotel. All promotional materials referencing Hotel must be approved in advance.

**TRANSPORTATION**

Transportation is subject to a fee, with the exception of the scheduled shuttle rotation to the Yacht Club, Spa, and Marina; and the Shuttle to Cap Rock and Slick Rock on the hour, which is part of the daily resort charge.

**EVENT TECHNOLOGY**

The Horseshoe Bay Resort has an extensive on-site inventory of audio-visual production equipment, and seasoned professionals to assist you with the set up and operation of your program. If you choose to use an outside audio-visual provider, charges may apply. Additionally, there will be a charge for the use of our in-house sound systems and power usage for music bands [\$500 for up to 160 Amps (4 - 20-amp circuits)]. Use of any outside vendor requires the approval of the Hotel's General Manager. 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 have approval from the Hotel prior to installation. 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. Any additional services not outlined in this contract will be subject to service charges.

**RESALE/MITIGATION**

~~The Parties agree and understand that the liquidated damage provisions regarding Attrition/Performance and Cancellation take into consideration Hotel's potential ability to resell Group's reserved guest rooms that unused or cancelled. Therefore, no reduction or credit for resale will be applied.~~

lk SAH

**COMPLIANCE WITH LAWS**

Both parties are responsible to comply with all applicable laws, ordinances or other legal requirements related to their performance of this Contract, including the Americans with Disabilities Act.

**INSURANCE See Attachment B**

~~Group will each maintain insurance covering its potential liabilities under this Contract, including general liability insurance, with limits not less than \$1,000,000 per occurrence, which may be satisfied through a combination of General Liability and Umbrella coverages, covering personal injury, property damage, and other liability arising from your Event. Group must provide Hotel with a Certificate of Insurance evidencing coverage and naming Hotel as an additional insured for the Event no later than seven days prior to the Event.~~

lk SAH

~~Hotel agrees to maintain general liability insurance with limits not less than \$2,000,000 per occurrence, covering liability for personal injury, property damage, liquor liability, and automobile liability, as well as Workers Compensation insurance per applicable laws and Employers Liability insurance. Hotel is not able to name any customer as an additional insured due to the volume of group business at Hotel.~~

lk SAH

**INDEMNIFICATION See Attachment B**

~~Group will indemnify, defend, and hold harmless Hotel and its management company, Crescent Hotels & Resorts LLC and their affiliates from and against any loss or damage to Hotel property in any way caused by Group during its Event. Group will also indemnify, defend and hold harmless Hotel and its owner from and against any third-party claims for losses to property or personal injury arising out of or related the negligence, gross negligence or intentional misconduct of Group, its employees, agents, contractors or attendees. Group will not be required to indemnify Hotel for claims caused by the sole negligence, gross negligence, or intentional misconduct of Hotel.~~

lk SAH

**DISPUTE RESOLUTION/ATTORNEY FEES**

~~The parties agree that any dispute arising out of or related to this Contract will be resolved by binding arbitration by one arbitrator under the rules and procedures of JAMS or the American Arbitration Association in the city where Hotel is located or the closest available location. The law of the state in which Hotel is located will be the applicable law. The Arbitration Award will be enforceable in any State or Federal court having jurisdiction. The prevailing in any arbitration or legal proceeding will be entitled to an award of its reasonable attorney fees and costs.~~

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The laws of the state of Texas shall be the applicable law. The Texas Adjunct General's Office will handle any disputes arising out of this contract. Also, any dispute arising out of this contract will be resolved in Travis County.

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**ASSIGNMENT/AUTHORITY/INTEGRATION/NOTICES**

This Contract, with attachments, represents the full and final understanding and agreement of the Parties and supersedes all prior negotiations and discussions, written or oral. Any change or amendment to this Contract, other than giving final event guarantees, must be confirmed in writing, and signed by both parties.

To avoid potential conflicts with other customers scheduled over the same dates, this contract may not be assigned by Group without written approval of Hotel. Group must give hotel at least thirty days' notice of intention to assign. Group will remain obligated under this Contract if Hotel ownership changes but will be allowed to terminate without liability if Hotel is no longer operated under the same brand.

Any notice required under this Contract, except final event guarantees, must be in writing addressed to the contacts listed on the first page, unless otherwise agreed. Notices may be sent via email attachments, but emails or text messages alone will not be valid as notice or amendments.

The persons signing below expressly agree that they have full authority to enter into this contract on behalf of the party for which they sign and that no further approvals or signatures are required to make this a binding contract.

**HANDWRITTEN CHANGES/LINING OUT**

No handwritten changes or lining out on this Contract will be considered valid. If Contract is returned with any handwriting, it will be considered a counteroffer and Hotel will provide a clean copy for final signature.

**OPTION DATES**

The arrangements in this contract are being held by Hotel on a tentative basis until **February 17<sup>th</sup>, 2023**. If Hotel does not receive a signed copy of this Contract by Group by that date, Hotel will have the option to release the arrangements. If Group needs extra time to evaluate this offer, it must notify Hotel and receive written confirmation of the extension. If the contract is signed by both Parties after the expiration of any option deadline, it will still be considered a binding contract. The Contract will become binding only upon signature by both parties where indicated below.

**FINAL AGREEMENT**

This contract constitutes the final agreement between the parties and supersedes all prior negotiations, discussions, and drafts. It may not be amended unless done so in writing and signed by all parties.

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

For: Horseshoe Bay Resort

By: Samantha Hicks

Title: Senior Sales Manager

(The Hotel's authorized representative)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

3/16/2023

For: Texas Workforce Commission

By: Lowell Keig

Title: Business Operations Director

(authorized representative)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Lowell Keig

2/21/2023

# Texas Workforce Commission

A Member of Texas Workforce Solutions

Bryan Daniel, Chairman  
Commissioner Representing  
the Public

Aaron Demerson  
Commissioner Representing  
Employers

Alberto Trevino III  
Commissioner Representing  
Labor

Edward Serna  
Executive Director

## Attachment A to Contract Horseshoe Bay Resort Destinations LLC, Horseshoe Bay, 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 Horseshoe Bay Resort Destinations LLC, Horseshoe Bay, 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.

Relay Texas: 800-735-2989 (TDD) 800-735-2988 (Voice) • [www.twc.texas.gov](http://www.twc.texas.gov)  
Equal Opportunity Employer / Program  
Auxiliary aids and services are available upon request to individuals with disabilities





# Texas Workforce Commission

A Member of Texas Workforce Solutions

Bryan Daniel, Chairman  
Commissioner Representing  
the Public

Aaron Demerson  
Commissioner Representing  
Employers

Alberto Trevino III  
Commissioner Representing  
Labor

Edward Serna  
Executive Director

## Attachment B to Contract with Horseshoe Bay Resort Destinations LLC, Horseshoe Bay, 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 Horseshoe Bay Resort Destinations LLC, Horseshoe Bay, 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