



EMBASSY SUITES®

Austin - Central
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GROUP SALES & FUNCTION AGREEMENT

Prepared Date: Wednesday, May 24, 2023

Organization: Texas Workforce Commission
Event Name: Texas Workforce Commission

Hotel: Embassy Suites Austin Central

Contact Name: Albert Alvarado
Title: Program Specialist Conference Planning & Meeting Services
Address: 1117 Trinity St., Austin, TX 78701
Phone: (512) 756-3827
Email: alberto.alvarado@twc.texas.gov

Hotel Contact: Ruddy Sanchez
Hotel Title: Sr. Sales Manager
Address: 5901 N. Interstate Hwy 35, Austin, TX 78723
Phone: (512) 519-0463
Email: ruddy.sanchez@hilton.com

This Agreement between Texas Workforce Commission ("TWC") and the Embassy Suites Austin Central confirms the arrangements and obligations the parties entered into by this Agreement. Hotel has made an offer to host Texas Workforce Commission for the Group, the details of which are outlined below:

GUEST ROOM COMMITMENT/GROUP ROOM RATES: The Hotel agrees that it will provide, and Group agrees that it will be responsible for utilizing, 120 room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

	Mon 06/19/2023		Tue 06/20/2023		Wed 06/21/2023		Thu 06/22/2023	
	Rooms	Rate	Rooms	Rate	Rooms	Rate	Rooms	Rate
Run of House	30	\$161.00	30	\$161.00	30	\$161.00	30	\$161.00

The above room rates are subject to applicable state occupancy tax at 6% and city occupancy tax at 11% (currently 17%) that are in effect at the time of check-out. Taxes are subject to change.

METHOD OF RESERVATIONS: Rooming List

Rooming List: Reservations for the Event will be made via rooming list. All reservations must include the guest's first and last name, e-mail address, arrival and departure dates, room type request, and special requests; indicate any persons sharing room if applicable.

If reservations are to be guaranteed by the Group, a master Group payment must be established and approved at least 45 days prior to arrival.

GUESTROOM BILLING ARRANGMENTS: Direct Bill (Room and Tax) and Incidentals (On their own Guarantee Credit Card)

CUT OFF DATE: In order for attendees to receive the Group room rate, reservations must be received no later than **Friday, June 2, 2023** ("Cut-Off Date"). At the Cut-Off Date, Hotel will release any unreserved rooms into general sale and will determine whether it will accept additional reservations at the Group rate.

NO SHOW CHARGE: Individual guaranteed reservations that "no show" will forfeit one-night room and tax to be charged to the direct bill master account. All guaranteed reservations are held for one night (without occupancy) and not for the entire length of stay. Once that reservation is counted as a "no-show" or as part of the room's attrition, the room will be released back for general sale.

COURTESY BLOCK TERMS:

The Hotel is holding the above group room block until the cut-off date indicated above as a courtesy to the Group without obligation by Group for attrition or cancellation. Group agrees to promote Hotel to its attendees as the preferred Hotel for guest reservations.

Once the room block has filled, additional rooms may be added based on availability. If guests are unable to book, please contact your Sales Manager to add additional rooms into the block.

The agreed room rate is valid until one or both items occur:

- Standard guest rooms are sold out and/or
- The cut-off date above has passed, which is the last date guests may reserve rooms at the reduced rate based upon hotel availability.

CHECK-IN / CHECKOUT: Check-in time is any time after 4:00 PM. Guests arriving before 4:00 PM will be accommodated, as rooms become available. Checkout time is 11:00 AM.

BILLING ARRANGEMENTS: Direct bill for Guest Rooms but each guest Credit Card will be used for incidental charges.

TWC Direct Bill: Group agrees to payment within thirty (30) days of receipt of a complete and accurate invoice. Interest will be charged thereafter on the outstanding total amount, according to the Prompt Payment Act, Texas Gov. Code, Chapter 2251

IMPOSSIBILITY: The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, government regulations, disaster, strikes (except those involving the employees or agents of the party seeking the protection of this clause), civil disorder, terrorism, pandemic/epidemic illness (as announced by the World Health Organization and/or the Centers for Disease Control and Prevention, or other government agencies) and/or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible to provide or use the Hotel facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting

forth the basis for such termination as soon as reasonably practical – but in no event longer than ten (10) days – after learning of such basis.

COMPLIANCE WITH LAW: This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and Group agree to cooperate with each other to ensure compliance with such laws.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT: Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or Group will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

ADDITIONAL CONCESSIONS:

- Complimentary Parking

ACCEPTANCE: Only upon signature and receipt of deposit of this document by all parties will this document constitute a binding agreement and represents the entire offer to the Group. Unless the Hotel otherwise notifies Group at any time prior to Group's execution of this document, the outlined format and dates will be held by the Hotel for Group on a first-option basis until May 30, 2023. If Group cannot make a commitment prior to that date, this offer will revert to a second-option basis or, at the Hotel's discretion, the arrangements will be released, in which case neither party will have any further obligations.

Upon signature by both parties, Group and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

EXTRA CLAUSE REQUESTED BY CLIENT:

Attachments A & B incorporated by reference. Contract disputes shall be resolved in accordance with the dispute resolution process provided in Chapter 2260 of the Texas Government Code

AUTHORIZED SIGNATURES:

Approved and authorized by Group:

Name: Susan Miller

Title: Business Operations Deputy Director

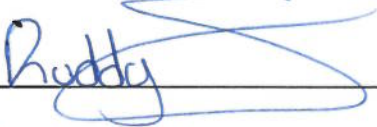
Signature: Susan Miller

Date: 5/30/2023

Approved and authorized by Hotel:

Name: Ruddy Sanchez

Title: Sr. Sales Manager

Signature: 

Date: June 2, 2023

General Manager Name: Adam White

Signature: 

Date: 6/2/23

Texas Workforce Commission

A Member of Texas Workforce Solutions

Bryan Daniel, Chairman
Commissioner Representing
the Public

Aarón Demerson
Commissioner Representing
Employers

Alberto Trevino III
Commissioner Representing
Labor

Edward Serna
Executive Director

Attachment A to Contract Embassy Suites Austin Central, Austin, 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 Austin Central, 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.

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Bryan Daniel, Chairman
Commissioner Representing
the Public

Aaron Demerson
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Employers

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Labor

Edward Serna
Executive Director

Attachment B to Contract with Embassy Suites Austin Central, Austin, 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.

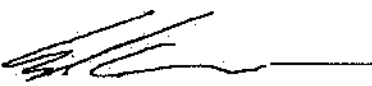
TWC has no discretion in this matter. We are involuntarily at risk to the extent dictated by the Tort Claims Act; conversely, we lack the authority to expand the scope of that risk.

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 Austin Central, Austin, 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