

Addendum attached hereto and incorporated herein for all purposes.



TCM Contract # 2021-142

June 10, 2021

University of North Texas

Thank you for selecting The Embassy Suites by Hilton Denton Convention Center as host for the *University of North Texas CAARI Conference 2022*.

Attached is our contract for your review. Should you have any questions, please feel free to contact me. If everything meets with your approval, please sign the contract, and return it to my attention.

The following are important due dates outlined in the contract.

- | | |
|--------------------------------------|---------------------------|
| <u>Friday, July 23, 2021</u> . | Signed Contract |
| <u>Friday, July 23, 2021</u> . | Initial Deposit |
| <u>Friday, July 23, 2021</u> . | Credit Card Authorization |
| <u>Thursday, September 29, 2022.</u> | Rooming List |
| <u>Thursday, September 29, 2022.</u> | Block Cut-Off |

Thank you for your business. We look forward to welcoming your group to the Embassy Suites by Hilton Denton Convention Center!

Sincerely,

Katelynn Dempsey
Sales Manager
940-243-3799



June 10, 2021

CONTRACT

Embassy Suites by Hilton Denton Convention Center
 3100 Town Center Trail
 Denton, TX 76201
 Sales Phone: 1-940-243-3799
 and
 University of North Texas

POST AS: University of North Texas CAARI Conference 2022

GUEST ROOM ACCOMMODATIONS:

Saturday, October 29, 2022 - Saturday, November 5, 2022

Property	Room Block	Room Type	Sat 10/29/2022	Sun 10/30/2022	Mon 10/31/2022	Tue 11/01/2022	Wed 11/02/2022	Total
Embassy Suites by Hilton Denton Convention Center	University of North Texas CAARI Conference 2022	Run of House	70	220	220	220	120	850
			\$149.00	\$149.00	\$149.00	\$149.00	\$149.00	\$149.00
	University of North Texas CAARI Conference 2022 – Military Rooms	Run of House	30	30	30	30	30	150
			\$96.00	\$96.00	\$96.00	\$96.00	\$96.00	\$96.00
Booking Total			100	250	250	250	150	1000

These rates are subject to state and local taxes (currently 15.00%, subject to change).

Group rates are effective two (2) days before and two (2) days after contracted dates, subject to availability.

Check-in time is 3:00 PM. Check-out time is 11:00 AM. Contact sales department for reservations requested outside of the contracted room block.

CUTOFF DATE:

Reservations will be accepted until **Thursday, September 29, 2022**. After this date, the unused portion of the block of rooms will be released back into general room inventory. Any additional reservation request(s) received after this date will be subject to retail room rate and availability.

ADDITIONAL CONCESSIONS:

Complimentary made-to-order breakfast for overnight hotel guests
 Complimentary nightly evening reception for overnight hotel guests
~~Hilton Honors points~~
 Complimentary parking
 1 complimentary Presidential Suite (10/29/22 - 11/03/22)
 1 per 40 comp policy
 Pets up to 75 lbs for a \$75 nonrefundable deposit
 Group Rate available 2 days pre and post contracted event dates.
 10 complimentary chef's choice welcome amenities
 10% discount on AV
 75% attrition

RESERVATIONS:

Individuals can call in their reservations on our toll-free reservations number, **1-940-243-3799**. **Please be sure to inform your attendees to call this number when making their reservation and have them refer to *University of North Texas* to secure this special group rate.** The cut-off date for receipt of these reservations will be **Thursday, September 29, 2022**. ANY RESERVATION REQUEST RECEIVED AFTER THIS DATE IS SUBJECT TO AVAILABILITY AND WILL BE OFFERED AT THE PREVAILING RETAIL RATE. Any remaining rooms will become subject to the attrition provisions as outlined in this agreement.

~~HILTON HONORS EVENT PLANNER POINTS:~~

~~Hilton Honors members are eligible to earn one (1) Hilton Honors® Event Planner Point per \$1 USD spent on eligible charges for qualifying events. There is no minimum value for an event to be eligible for Event Planner Points. Event Planner Points can be awarded on charges up to \$100,000. Eligible revenue includes Guest room and Meeting room rental revenues applied to the master account. Eligible revenue is exclusive of service charges and tax. Only the meeting/event planner stipulated in this agreement will be eligible to receive Event Planner Points. As of January 1, 2018 Hilton has discontinued all airline promotional offerings. Full details and rules regarding the program are available by calling the Hilton Honors Customer Service Center at 1-800-548-8690 in the U.S. and Canada or 1 (972) 788-0878 or by visiting hiltonhonors.com.~~

~~As the designated recipient for this event, once actualized and paid for in full, Event Planner Points will be awarded to TBD, (Honors # __) based on the final invoice amount.~~

AGENDA:

Please refer to the agenda, which outlines the meeting and banquet events currently scheduled on a tentative basis. The function space designated shall be reserved for your event upon completed execution of this agreement and group guarantees payment for the meeting space outlined below. The Embassy Suites by Hilton Denton Convention Center reserves the right to make the appropriate adjustments if necessary.

Date	Time	Event Name	Room	Setup	AGR
Sun, 10/30/22	6:00 AM - 11:15 PM	Breakout 6	Appaloosa/Quarter	Classroom	150
Sun, 10/30/22	6:00 AM - 11:45 PM	Breakout 2	Denton	Theater	60
Sun, 10/30/22	6:00 AM - 11:45 PM	Breakout 3	Fort Worth	Theater	60
Sun, 10/30/22	6:00 AM - 11:45 PM	Breakout 4	Pioneer 3	Theater	60

Sun, 10/30/22	6:00 AM - 11:45 PM	Breakout 5	Pioneer 4	Theater	60
Sun, 10/30/22	6:00 AM - 11:45 PM	Breakout 7	Palomino/Arabian	Classroom	150
Sun, 10/30/22	6:00 AM - 11:45 PM	Exhibits	Eagles/Chilton	Exhibition - Booths	
Sun, 10/30/22	6:00 AM - 11:45 PM	General Session	Kincaid	Theater	300
Sun, 10/30/22	6:00 AM - 11:45 PM	Office	Patrick Howell Boardroom	Existing Setup	5
Sun, 10/30/22	6:00 AM - 8:00 AM	Breakout 1	Dallas	Theater	60
Sun, 10/30/22	4:00 PM - 11:45 PM	Registration	Registration	Existing Setup	
Sun, 10/30/22	5:00 PM - 7:00 PM	Welcome Reception	Eagles/Chilton	Reception	300
Mon, 10/31/22	6:00 AM - 11:15 PM	Breakout 6	Appaloosa/Quarter	Classroom	150
Mon, 10/31/22	6:00 AM - 11:45 PM	Breakout 1	Dallas	Theater	60
Mon, 10/31/22	6:00 AM - 11:45 PM	Breakout 2	Denton	Theater	60
Mon, 10/31/22	6:00 AM - 11:45 PM	Breakout 3	Fort Worth	Theater	60
Mon, 10/31/22	6:00 AM - 11:45 PM	Breakout 4	Pioneer 3	Theater	60
Mon, 10/31/22	6:00 AM - 11:45 PM	Breakout 5	Pioneer 4	Theater	60
Mon, 10/31/22	6:00 AM - 11:45 PM	Breakout 7	Palomino/Arabian	Classroom	150
Mon, 10/31/22	6:00 AM - 11:45 PM	Exhibits	Eagles/Chilton	Exhibition - Booths	
Mon, 10/31/22	6:00 AM - 11:45 PM	General Session	Kincaid	Theater	300
Mon, 10/31/22	6:00 AM - 11:45 PM	Office	Patrick Howell Boardroom	Existing Setup	5
Tue, 11/01/22	6:00 AM - 11:15 PM	Breakout 6	Appaloosa/Quarter	Classroom	150
Tue, 11/01/22	6:00 AM - 11:45 PM	Breakout 1	Dallas	Theater	60
Tue, 11/01/22	6:00 AM - 11:45 PM	Breakout 2	Denton	Theater	60
Tue, 11/01/22	6:00 AM - 11:45 PM	Breakout 3	Fort Worth	Theater	60
Tue, 11/01/22	6:00 AM - 11:45 PM	Breakout 4	Pioneer 3	Theater	60
Tue, 11/01/22	6:00 AM - 11:45 PM	Breakout 5	Pioneer 4	Theater	60
Tue, 11/01/22	6:00 AM - 11:45 PM	Breakout 7	Palomino/Arabian	Classroom	150
Tue, 11/01/22	6:00 AM - 11:45 PM	Exhibits	Eagles/Chilton	Exhibition - Booths	

Tue, 11/01/22	6:00 AM - 11:45 PM	General Session	Kincaid	Theater	300
Tue, 11/01/22	6:00 AM - 11:45 PM	Office	Patrick Howell Boardroom	Existing Setup	5
Wed, 11/02/22	6:00 AM - 6:00 PM	Breakout 1	Dallas	Theater	60
Wed, 11/02/22	6:00 AM - 6:00 PM	Breakout 2	Denton	Theater	60
Wed, 11/02/22	6:00 AM - 6:00 PM	Breakout 3	Fort Worth	Theater	60
Wed, 11/02/22	6:00 AM - 6:00 PM	Breakout 4	Pioneer 3	Theater	60
Wed, 11/02/22	6:00 AM - 6:00 PM	Breakout 5	Pioneer 4	Theater	60
Wed, 11/02/22	6:00 AM - 6:00 PM	Breakout 6	Appaloosa/Quarter	Classroom	150
Wed, 11/02/22	6:00 AM - 6:00 PM	Breakout 7	Palomino/Arabian	Classroom	150
Wed, 11/02/22	6:00 AM - 6:00 PM	General Session	Kincaid	Theater	300
Wed, 11/02/22	6:00 AM - 11:45 PM	Exhibits	Eagles/Chilton	Exhibition - Booths	
Wed, 11/02/22	6:00 AM - 11:45 PM	Office	Patrick Howell Boardroom	Existing Setup	5

Group must obtain final approval from the Embassy Suites by Hilton Denton Convention Center before publishing meeting room names.

A \$250.00 charge will be added to the master bill for any changes to the room setup taking place 48 hours prior to the event.

Gaffer Tape is the only tape approved by the hotel. A \$250.00 will be added to the master bill if group or any of their volunteers, contractors, or affiliates apply any tape or adhesive to our carpet.

CATERING MINIMUM:

The meeting space outlined in the agenda will be provided complimentary with *University of North Texas CAARI Conference 2022* providing a minimum of **\$60,000.00** in catered food and beverage revenue (excluding tax and gratuity). Should the minimum amount not be met, the difference will be added as meeting room rental.

The Embassy Suites by Hilton Denton Convention Center cannot be held responsible for personal items left unattended at any time in meeting rooms.

A Convention Services representative will call to discuss the specific details of your meeting and food and beverage requirements. If you have any questions prior to this time, please contact the catering department at (940) 243-3799.

RECEPTION/BANQUET POLICIES:

Guarantees:

A final guarantee is required no later than three (3) business days prior to the scheduled event. Guarantees may not be changed after the final numbers are given. Embassy Suites by Hilton Denton Convention Center anticipates and prepares for five percent above your final number. Charges will be based upon the final guarantee or actual guests in attendance, whichever is greater.

Prices:

Our quoted prices reflect current market conditions for food and beverage services. Prices and menu selections can be guaranteed for a maximum of six months prior to the scheduled event date. All prices are subject to 8.25% State Sales Tax and 24% Service Charge.

Safety Handrail for Staging Waiver of Liability

NOTICE: The Hotel recommends the usage of safety handrails for staging during events at the Hotel. By voluntarily signing this waiver, Group assumes the risk in the event of bodily injury or death as a result of the failure to use safety handrails on the staging during its event at the Hotel.

University of North Texas, (hereinafter referred to as “Group”), will conduct meetings and/or event(s) at the Embassy Suites by Hilton Denton Convention Center (hereinafter referred to as “Hotel”). The dates of the event(s) are from to.

Group understands that there are certain risks, including the possibility of serious bodily injury or death, when not using properly installed safety handrails for the staging provided for Group’s event. These risks have been fully explained to __, Group Representative, and Representative understands the risks.

Group fully assumes responsibility for the risks involved in not using safety handrails and Group and Group’s Representative will use their best judgment while utilizing the staging for their events.

Group and Group Representative hereby waive and release O’Reilly Hospitality Management and the Embassy Suites by Hilton Denton Convention Center, its agents, employees, franchisors, and affiliates (“Released Parties”) from any claim for personal injury, property damage, or death that may arise from the use of staging without hand safety rails.

Group certifies that it has insurance to cover the event to be conducted by Group at the Hotel and/or Conference Center during the dates of the event and agrees to provide the Hotel with a Certificate of Insurance which reflects commercial general liability insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence. Said Certificate shall name the Released Parties as additional insureds. Group agrees to indemnify and hold harmless the Released Parties from all damages and expenses (including attorneys’ fees and expenses) arising out of any claims for personal injury or death due to the failure to use of staging without hand safety rails at Group’s event.

Menus:

Should you have a special need or requirement, our professional staff will prepare a special menu to fit your specifications. We request that your menu selections be final a minimum of thirty (30) days in advance.

Outside Food & Beverage:

In accordance with Texas Liquor Laws, no alcoholic beverages may be brought onto the property by patrons or their guests. The Embassy Suites by Hilton Denton Convention Center does not allow any food or beverage products to be brought into the meeting space or hotel public space.

Entertainment:

Embassy Suites by Hilton Denton Convention Center reserves the right to approve any form of entertainment and to inspect and regulate all functions. Due to resort policy, musical entertainment scheduled for outdoor functions must cease by 10:00 pm and indoor functions by 12:00 am. If complaints are received by sleeping room guests, the hotel staff reserves the right to cease the function.

Event Conduct:

The patron will be responsible for all damages to the premises and equipment caused by them, their invitees and/or their employees during the time the function rooms are used by patron or its invitees. The hotel is not responsible for damage or loss to any merchandise or articles brought upon the premises by the patron or any invitee of the patron. **Non-compliance with the following will result in \$250 - \$2,500 fee. The use of duct tape nails, staples, glue, or tacks is not permitted on carpets, walls, ceilings, or woodwork. No paint, glitter, or confetti allowed in any of the public space or meeting space. All function rooms are non-smoking.** The Embassy Suites by Hilton Denton Hotel and Convention Center shall furnish function room or rooms suitable for Patron's function and attendance. However, the hotel reserves the right to move any function to another suitable function area.

Audio Visual Liaison Fee:

Group can bring in their own audio visual or utilize an outside audio visual or event production company. When bringing outside audio-visual group will be required to use a Liaison from our staff for set-up and tear down days only. This will ensure facility protocols, best practices, and proper care of the facility are being followed. Fee is \$320 for set-up, and \$320 for tear down.

TAX EXEMPTIONS:

The State of Texas does not typically issue tax exemption certificates for government groups. However, should the client qualify for (and secure) a valid State of Texas tax exemption certificate, it must be filed with the hotel prior to the conference. In this case, all taxes will be removed on master account billing. Individual tax exemption for guest rooms is not applicable in the State of Texas, therefore a tax of 15.00% will be applied for each night of stay and reflected in the room folio, as well as any applicable taxes for additional charges to said folio. The Embassy Suites acknowledges that The University of North Texas is a tax-exempt entity and will be tax exempt from charges to the master account.

BILLING INSTRUCTIONS:

Individuals pay own room, tax, and incidentals upon departure.

University of North Texas pays room and tax; individuals pay own incidentals for staff room block.

University of North Texas pays banquet function charges.

Individual no show reservations not canceled prior to arrival will be billed to the individual credit card on file.

With the signature of this contract, the group is agreeance that this contract is not considered binding until group has established a Hotel approved method of payment. Hotel can release all guest rooms and event space at no liability regardless of signature without a Hotel approved method of payment established.

It is agreed that *University of North Texas* will apply for direct bill with hotel and will provide hotel with a credit card on file during this process. Should direct bill status be denied, all charges will be paid three (3) business days prior to the event in the form credit card. Should payment be received two (2) business days or less it will need to be received in the form of a certified check.

DEPOSITS:

A non-refundable, advance deposit of **\$20,000.00** will be required by **Friday, July 23, 2021** to hold all space outlined in this contract. If your deposit is not received by **Friday, July 23, 2021** all space will be released. If you would prefer to use a credit card or debit card for this deposit, Hotel will send you a secure authorization link.

COMMISSION:

The Hotel has agreed to pay a 10% commission of the room rate (excluding any tax, rebates, housing fees or other subsidy) for each sleeping room night occupied and paid for by the attendees or group, that was reserved as part of the established Room Block. Commission will be paid to the "Meeting Planner" below, unless we receive confirmation in writing signed by both Group and Meeting Planner that commissions are to be paid to some other person or entity. Payment will be made after receipt by the Hotel of full payment for the Event. Please note, no commission payments will be paid to the Meeting Planner for revenue received by Hotel from cancellation damages, no-show charges, or sleeping room performance damages. The Meeting Planner will not receive a commission payment for any guestrooms booked outside of the established Room Block if the Hotel is already paying a commission to another Third-Party Planner, i.e. Expedia.

HelmsBriscoe

IATA #
20875 N. 90th Place
Suite 210
Scottsdale, AZ 85255

ATTRITION AND CANCELLATION:

Embassy Suites by Hilton Denton Hotel and Convention Center is holding 1000 room nights for *University of North Texas - DFWNT* use over the contracted dates of Saturday, October 29, 2022 - Saturday, November 5, 2022. This represents total guestroom revenue in the amount of \$141,050.00, not including applicable tax. The estimated food and beverage minimum for your event is \$60,000.00.

ATTRITION POLICY:

Group must produce at least 75% of contracted sleeping room. Any deficit will be billed to the group's Master Account as liquidated damages for underperformance, plus applicable taxes, and service charges.

RESELL:

Upon notice of cancellation and/or guestroom attrition by CARRI Conference to Hotel, Hotel will use reasonable efforts to resell the guestrooms of CARRI Conference. Hotel will prorate and credit the cancellation fee and/or attrition fee to CARRI Conference for any or all guestrooms resold at the CARRI Conference Rate or higher. In addition, any fees received by Hotel from pre-paid nonrefundable group sub-block rooms and individual CARRI Conference attendees under Hotel's individual no-show, room cancellation or early departure policies, will be credited to CARRI Conference. Prior to billing for cancellation/attrition Hotel must provide appropriate back up, and then invoice Dell for only the difference in revenues (if any) still owed after the contracted dates of the Event have passed, and a mutually satisfactory audit has been completed by both parties. Clause is activated only when hotel surpasses 90% occupancy.

ROOMS, FOOD, and BEVERAGE CANCELLATION POLICY:

a) *University of North Texas CAARI Conference 2022* agrees that if this Agreement is cancelled for any reason (other than listed below in Force Majeure), Hotel will incur damages. *University of North Texas CAARI Conference 2022* agrees to pay Embassy Suites by Hilton Denton Convention Center at the time of cancellation, liquidated damages as listed below, plus applicable taxes:

**Date Cancellation Notice
Received Prior to First Program Dates**

Payment

Date of signed contract to 366 days	30% (\$42,315.00) of the contracted room nights multiplied by the group’s contracted average daily rate.
365 days to 181 days	60% (\$84,630.00) of the contracted room nights multiplied by the group’s contracted average daily rate.
180 days to 91 days	80% (\$112,840.00) of the contracted room nights multiplied by the group’s contracted average daily rate.
90 days to arrival date	100% (\$141,050.00) of the contracted room nights multiplied by the group’s contracted average daily rate.

*Figures above do not include applicable taxes.

*Contracted food and beverage minimum will be added to the above charges.

b) **Force Majeure:** The parties’ performance under this Contract is subject to acts of God, acts of war on United States soil, government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other emergency beyond the parties’ control, making performance illegal or which materially affects a party’s ability to perform its obligations under this Contract, or prohibits at least 40% of anticipated group to attend. Either party may terminate this Contract for any one or more of the above-noted reasons upon written notice to the other party within three (3) days of such occurrence or receipt of notice of any of the above occurrences. **Pandemic:** Neither party shall be responsible for failure to perform this Agreement if unanticipated circumstances beyond their control (including, but not limited to: acts of God; government regulation, including, but not limited to, government regulations prohibiting travel to the city in which the Hotel is located within 30 days of the Event dates and/or the issuance of a “Level 3 Travel Warning” by the Centers for Disease Control that specifically advises travelers to avoid all non-essential travel to the city in which the hotel is located and which travel advisory is in effect over the event dates; terrorist attacks in which hotel is located; or declared war in the United States make it illegal or impossible for hotel to hold the event.” The effected party may terminate this agreement without liability upon providing written notice to the other party within TEN (10) days of the occurrence. 100% of the deposits paid will be applied to a new event of equal or greater value, as long as the new event is held within nine (9) months of the original date of the meeting.

c) In the event of any dispute concerning the Contract, including any claim that Group has failed to pay all monies due to Hotel, Group hereby agrees that jurisdiction and venue for any dispute shall be in Denton County, Texas. Further, Group agrees that this Contract shall be construed pursuant to the laws of the State of Texas. In the event of any dispute or complaint concerning this Contract, the prevailing party shall be entitled to any award of its attorneys’ fees and costs.

Group cannot cancel for the sole purpose of booking at an alternate facility.

All cancellations to this contract must be in writing.

DISPLAY BANNERS:

A \$30.00 fee will apply to hang each banner per *University of North Texas CAARI Conference 2022* request. Hanging of banners may only be completed by our Hotel Engineering Staff. Advance notification of this is required.

MUTUAL INDEMNIFICATION:

Hotel and the Group both agree to indemnify and hold harmless the other from and against all damages, losses, costs, expenses, liabilities, attorney’s fees, claims, complaints, actions or causes of action, whether arising in tort or contract, arising out of or resulting from any action or inaction taken or committed by Hotel or Group pursuant to the performance of each party’s obligations pursuant to this contract or during the Group’s occupancy and/or use of the Embassy Suites by Hilton Denton Hotel and Convention Center. This indemnification provision shall survive the termination, cancellation or the full performance of this contract.

AMERICAN DISABILITIES ACT:

Embassy Suites by Hilton Denton Hotel and Convention Center shall be responsible for complying with the public accommodations requirements of the American with Disabilities Act “ADA”, not otherwise allocated to the Group in this agreement, including (i) the “readily achievable” removal of physical barriers to access to the meeting rooms (e.g. speakers’ platform and public address systems), sleeping rooms and common areas (e.g. restaurants, rest rooms and public telephones); (ii) the provision of auxiliary aids and services where necessary to ensure that no disabled individual is treated differently by Hotel than other individuals (e.g. Braille room service menus or reader); and (iii) the modification of Hotel’ policies, practices and procedures applicable to all guests and/or groups as necessary to provide goods and services to disabled individuals (e.g. emergency procedures and policy of holding accessible rooms for hearing and mobility impaired open for disabled individuals until all remaining rooms are occupied). Any extraordinary costs for special auxiliary aids requested by the Group shall be borne by the Group, provided the Hotel notifies the Group in writing.

COPY NEEDS:

Please advise your Convention Services Representative in advance of your arrival of any copy needs you may have so appropriate arrangements can be made. Billing charges may apply.

SHIPPING:

Weight Handling Fee / Storage Fee (outside of 3 days), These charges will be posted to the group master or individual folio. Fees listed below are per box/parcel and are accessed per incoming AND outgoing box/parcel. Please call the hotel Front Desk to set up delivery. (940.243.3799)

0 – 5 lbs.	\$5
5 – 20 lbs.	\$10
20 – 50 lbs	\$25
50 – 75 lbs	\$50
75 – 100+ lbs	\$70

University of North Texas CAARI Conference 2022
Embassy Suites by Hilton Denton Hotel and Convention Center
3100 Town Center Trail
Denton, TX 76201

CHANGES, ADDITIONS, MODIFICATIONS:

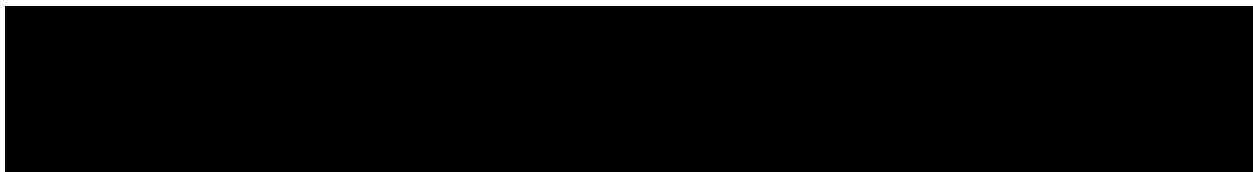
All changes, additions, deletions, or stipulations including corrective lining out by either the Hotel or *University of North Texas* will not be considered agreed to or binding to the other unless such modifications have been initialed or otherwise approved in writing by both parties.

Thank you for your interest in the Embassy Suites by Hilton Denton Convention Center. Please indicate your acceptance and approval of the terms of this agreement by signing the enclosed contract and returning it to me by **Friday, July 23, 2021**. Any changes in this agreement must first be approved by the hotel.

We look forward to hosting *University of North Texas CAARI Conference 2022*. Please do not hesitate to provide any further information or pose any questions which may help us to serve you better.

Name: Katelynn Dempsey
Title: Sales Manager
Embassy Suites Denton Convention Center

Name: Shelley Pavero
Title: Director of Purchasing & Accounts Payable
University of North Texas



STANDARD ADDENDUM TO AGREEMENT

Contracts with the University of North Texas System and the University of North Texas (collectively, "UNT") are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

Payment. In accordance with Chapter 2251 of the Texas Gov't Code: (a) payment shall be made no later than thirty days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to UNT; and (b) interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: University of North Texas – Business Service Center, 1112 Dallas Dr. Ste. 4000, Denton, TX 76205.

Eligibility to Receive Payment. By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Gov't Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Tax Exempt. UNT is exempt from the payment of taxes and will provide necessary documentation confirming its tax exempt status.

Breach of Contract Claims Against UNT. Chapter 2260 of the Texas Gov't Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Gov't Code, is applicable to this 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, shall be used by the parties to attempt to resolve any claim for breach of contract against UNT that cannot be resolved in the ordinary course of business.

Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part in Denton County, Texas, and venue for any suit filed against UNT shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

No Excess Obligations. In the event this Agreement spans multiple fiscal years, UNT's continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, UNT shall issue written notice to Vendor that UNT may terminate the Agreement without further duty or obligation.

Travel Expenses. Reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

Delivery. Delivery shall be FOB Destination.

Insurance. UNT, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by UNT shall without further requirement, satisfy all insurance obligations of UNT under the Agreement.

Public Information. UNT shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to UNT in an electronic format. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter. Further, Vendor agrees (1) to preserve contracting information for the duration of the contract and according to UNT records retention requirements; (2) to promptly provide contracting information to UNT when requested; and (3) upon completion of the contract to provide, at no cost, all contracting information to UNT or to preserve all contracting information according to UNT's records retention requirements.

Required Posting of Contracts on Website. Vendor acknowledges and agrees that UNT is required by Section 2261.253 of the Texas Gov't Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

Israel Non-Boycott Verification. If the Agreement is subject to Texas Gov't Code Section 2271.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

Limitations. UNT is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on UNT property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on UNT, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

VENDOR: Embassy Suites Denton Convention Center UNIVERSITY OF NORTH TEXAS

DocuSigned by:

DocuSigned by:

By:

Name

Title:

Date:

6/11/2021

Declaration of Procurement Method

The attached contract document has been issued as a result of either a sole source or proprietary justification approved by the University of North Texas System Procurement Department.

The approved justification form is on file with the UNT System Procurement Department records.