



200 N. Fredonia St. Nacogdoches, TX 75961 | 936-564-1234

Group Sales Agreement

December 6th-9th, 2022

Event Name: Natural Professional Resources Conference

Group Name: Texas A&M Forest Services

Contact Name: Shane Harrington, Melissa Yeldell

Address: 200 Technology Way #1281, College Station, Texas 77845

Telephone: (979) 458-6650

Email: sharrington@tfs.tamu.edu melissa.yeldell@tfs.tamu.edu

Type of Event: Conference

List any Partners, Owners, and Officers, that are legally entitled to contractually bind the organization: Robbie Dewitt, Al Davis

Hotel Contact: Morgan Rogers

CHECK IN DATE: December 6th

CHECK OUT DATE: December 9th

This document serves as a binding contract between Texas A&M Forest Services, hereafter known as "The Client", and The Fredonia Hotel & Convention Center.

GUEST ROOM ACCOMODATIONS

On a first option basis, until **November 15th, 2022**, The Fredonia Hotel and Convention Center has set aside the room block as specified below. This block is not considered definite until a copy has been signed by both the client and countersigned by the hotel representative. Rates will be honored three (3) days prior and three (3) days after the contracted dates based on availability.

Day	Tuesday	Wednesday	Thursday	Friday
Date	12.6	12.7	12.8	12.9
Number of Rooms	50	50	50	Check out

GUEST ROOM RATES:

The Fredonia Hotel is pleased to offer the following rates to your group. Bed types are provided on a request basis and are not guaranteed. Upgraded room types are available upon request but may be at an additional rate. **State Government Rate of \$96.**

Room Types	Single / Double Occupancy Rate
Tower Cozy King	\$96
Tower Double Queen	\$96
Terrace King	\$96
Terrace Double Queen	\$96

GUEST ROOM RESERVATION PROCEDURES AND RELEASE DATES:

It is our understanding that you wish for The Fredonia Hotel to accept reservations directly from your attendees. Therefore, please advise your attendees to call reservations at (936) 564-1234 and ask for the Texas A&M Forest Services room block. Reservations must be confirmed by the release date of November 15th, 2022.

GUEST ROOM PAYMENT POLICY:

It is our understanding Texas A&M Forest Services will be responsible for the groups room & tax charges.

Individuals are responsible for incidentals and will provide a valid card upon check in.

The Fredonia Hotel requires a valid credit/debit card with a current expiration date to confirm each reservation.

The guestroom rates are subject to any state, city, county, federal and occupancy taxes that may apply at the time of room occupancy. The current tax rate is 13%.

GUEST ROOM CANCELLATION:

Individual room cancellations can be made up to twenty-four (24) hours prior to the arrival date of the reservation within the group. Any reservations cancelled after this time, will be charged the amount of one (1) night's room and tax.

GUEST ROOM CHECK IN/CHECK OUT:

Check in is 3:00 PM. Individuals may check in earlier depending on the occupancy levels and availability of "ready" rooms. Check out time is 11:00 AM. Check out times later than 12:00 PM may be subject to a ½ day's rate.

PET POLICY:

The Fredonia Hotel has pet friendly rooms available upon request. A \$45.00 fee per stay is required along with a \$100.00 refundable pet deposit.

SMOKING POLICY:

The Fredonia Hotel is a 100% non-smoking facility. If evidence of smoke of any kind is found in the guest room, a deep cleaning fee of \$250.00 will be charged. Smoking is regulated by the City of Nacogdoches smoking ordinance number 1489-4-08, Sec 46-104. The ordinance states "Smoking shall be prohibited in all enclosed public places and within 20 feet of any public entrance to a business or facility within the city." E-Cigs and vapors are also not allowed inside the hotel, convention center, restaurants, Nine Flags, or the Pool Areas.

FUNCTION SPACE ACCOMODATIONS**MEETING SPACE/SCHEDULE OF EVENTS:**

This agreement applies to the following events and function space:

Date	Function Description	Time	Function Space	Set Up	Room Cost	# PPL
12.7.22 (Wednesday)	Breakfast	6:30am-7:45am	Convention B	Rounds & Buffet	\$2,000	100
12.7.22	Session	8am-5pm	Convention A	Classroom	\$2,000	100
12.7.22	Break	10am-10:30am	Convention B	Rounds & Buffet	-	100
12.7.22	Lunch	11:45am-1:00pm	Convention B	Rounds & Buffet	-	100
12.7.22	Break	3pm-3:30pm	Convention B	Rounds & Buffet	-	100
12.8.22 (Thursday)	Breakfast	6:30am-7:45am	Banita Ballroom	Rounds & Buffet	\$500	100
12.9.22 (Friday)	Breakfast	6:30am-7:45am	Banita Ballroom	Rounds & Buffet	\$500	100
12.9.22	Session	8am-10:30am	Convention A	Classroom	-	100

ADDITIONAL FUNCTION SPACE COSTS & INFORMATION:

Final headcount, layout and menu choices to be given no later than 14 days prior to event

State Government Employee's. Will need to collect a group Sales Tax form.

Checking in on Tuesday. All day Sessions & Meals on Wednesday. Breakfast on Thursday, gone all day for field trip. Breakfast on Friday, session over at 10:30am. Checking out on Friday.

Agendas will be given to Front Desk to be handed out to each guest.

ALL Rooms, Banquet Food & Event Spaces being charged to the Master AR Account to be paid by Texas A&M Forest Services.

DEPOSIT POLICY:

The Fredonia Hotel request a **\$2,500** non-refundable deposit due by **June 22, 2022**, to hold your space on a definite basis. The deposit will be credited to your master account and goes towards the total event space fee. Deposits may be paid with a credit card, cash, or checks. Please make checks payable to The Fredonia Hotel.

PAYMENT POLICY:

Any outstanding balance of the master account will be due and payable by group upon receipt of an invoice from hotel. If payment is not received within thirty days, a finance charge equal to the lesser of one and one-half percent per month and the maximum allowed by law will be added to the unpaid balance commencing on the invoice date. Any payment by group or acceptance by hotel of an amount less than any amount due by group shall be deemed solely as a partial payment of the full amount due. No endorsement or statement on any check or any letter accompanying any payment shall be deemed an accord and satisfaction, and Hotel may accept such check or payment without prejudice to Hotel's right to recover the balance of all amounts due or pursue any other remedies available to hotel under this agreement or in law or in equity. Disputed charges must be raised within 10 days of receipt of the invoices, or the invoice stands as is.

TAX EXEMPT POLICY:

Organization must be registered with a State approved non-profit (501(c)(3)) or similar qualifying non-profit entity and provide a tax - exempt form to the hotel at the signing of the contract. This also applies to any government agencies using the facility.

CANCELLATION:

In the event that **The Client** cancels the event space or hotel room space after signing of the contract the group will be in breach of contract and will pay the hotel according to the following:

Less than 120 days prior to arrival date: Amount equal to 10% of the total anticipated revenue.

Less than 90 days prior to arrival date: Amount equal to 25% of the total anticipated revenue.

Less than 60 days prior to arrival date: Amount equal to 50% of the total anticipated revenue.

Less than 30 days prior to arrival date: Amount equal to 100% of the total anticipated revenue.

*Total anticipated revenue is defined as: F&B minimum, plus tax and gratuity, any and all rental fees and guest rooms if applicable. *

FOOD & BEVERAGE MINIMUM:

Based on the meeting space assigned and the estimated number of guests set forth, a minimum of **\$5,000** in food and beverage revenue from group-sponsored functions at the Fredonia Hotel and Convention Center is required in connection with **The Client**. This minimum does not include room service, individual guest rooms, restaurant and bar usage, service charges, taxes, labor charges, audio visual, meeting room rental, or any other miscellaneous charges incurred.

The number of catered functions and the attendance figures for such functions have been taken into consideration in establishing and providing **The Client** competitive room rates for your event. Therefore, in the event the minimum set forth above is not reached, **The Client** shall pay The Fredonia Hotel and Convention Center the difference between the amount spent and the minimum set forth above. This amount shall be added to and payable as part of **The Client's** master account.

Final menu selections should be made thirty (30) days prior to The Client's event date(s). Final food and beverage guarantees are due fourteen (14) days prior to the first day of the event. Food and beverage additions may be made up to fourteen (14) business days before the start of the event if they do not exceed 5% of the guaranteed number of attendees. Menu items selected will affect the final cost of food and beverages.

All food & beverage and room rentals are subject to a 20% service charge and 8.25% state sales tax. All food and beverages must be purchased exclusively from The Fredonia Hotel and Convention Center and consumed in the designated function areas. The Fredonia Hotel and Convention Center is the only licensed authority to serve and sell alcoholic beverages on the property. The Fredonia Hotel and Convention Center prohibits the removal of food and beverage from the premises by the client or client's guests.

Events that have alcohol must follow "**Appendix A – Alcohol Policy**" of the Event Contract. Any violations of "**Appendix A**" can result in all paid rent and deposit monies forfeited. "**Appendix A**" must be signed at the time of signing the event contract.

CERTIFICATE OF INSURANCE:

Depending on the nature of the event, the Convention Center or Hotel Management may require the event to be insured. The Event Holder may be required to procure and maintain, at its own expense, insurance with the following policy of insurance: Commercial General Liability Insurance/General Liability Insurance.

TIME OF EVENTS – OPERATING HOURS

The Fredonia Hotel and Convention Center reserves the right to regulate the time, place, and manner of proposed activities in its facilities after considering all applicable factors and interests. The terms "set up" or "tear down" shall include the use of the facilities for moving in

and out in preparation of the facilities for performance of an Event. The set up and tear down time is one (1) hour prior to and one (1) hour after scheduled event. In accordance with TABC laws, Alcohol cannot be sold or consumed at an event after 12:00 am (midnight) Sunday - Friday and after One (1:00) am on Saturday. Additional set up/ tear down time is dependent upon availability & may be subject to additional fees.

FLOOR/AREA PLANS:

Facilities Management will work with each Event Holder on specific needs and requirements to be completed at least 14 days in advance of event to ensure compliance with fire safety standards and facility requirements. The floor plan should include decorations, dimensions of all aisles, booths, table, and chair locations, parking areas, loading, and unloading areas, A/V requirements, dish needs, and arrival and departure times in order to schedule employees for work detail. Event security will be discussed at this meeting as well.

EVENT SECURITY: No Security Required.

FIRE AND SAFETY:

The hotel warrants that the facilities and rooms comply with all federal, state, and local laws, status, and regulations pertaining to fire safety. The Fredonia Hotel prohibits the use of any open flame in guest rooms or meeting function rooms without fire marshal approval and fire marshal personnel. Additionally, any equipment that uses or is powered by gasoline or propane is prohibited and will not be allowed in the building without prior approval.

INTERNET / AUDIO VISUAL:

The Fredonia Hotel and Convention Center offers complimentary wireless internet access throughout the property. Some services are considered premium and may incur additional fees for item(s) or service(s). **The Client** must provide a 14-day notice for premium items or services to the Sales, Catering, or Banquet Manager(s) for verification of services needed. Audio/Visual Services are available at additional costs through The Fredonia Hotel and Convention Center. All audio/visual charges will be added to **The Client's** master account.

VOLUME LEVEL:

To ensure the satisfaction of The Fredonia Hotel and Convention Center guests (both attending functions and overnight guests), it is necessary for **The Client** to advise the Sales, Catering, or Banquet Manager(s) of any program or entertainment which could cause disturbances to any other guests. The Fredonia Hotel and Convention Center reserves the right to have full control of volume levels of **The Client's** group in the event that the noise affects other hotel guests or groups. The Fredonia Hotel and Convention Center reserves the right to discontinue any function where **The Client's** host is unable or refuses to eliminate the disturbance.

SIGNS, BANNERS & DECORATIONS

Signs, Banners & Decorations are allowed in the rented spaces only. They must follow "**Appendix B – Signs, Banners & Decoration Policy**" of the Event Contract. Any violations of "**Appendix B**" can result in all paid rent and deposit monies forfeited. "**Appendix B**" must be signed at the time of the signing the event contract.

ANIMALS:

Service Animals are allowed on the Hotel and Convention Center premises. All other animals must be approved by the Fredonia Hotel Management.

OPEN CARRYING OF FIREARMS:

The carrying of firearms is pursuant to current Texas Statute.

FORCE MAJEURE:

This agreement is subject to acts of God, government authority, disaster, strikes, civil disorders, COVID, or other emergencies, any of which make it impossible to or illegal to provide the facilities and/or services for your group/event. The hotel shall have no liability for power disruptions of any kind.

DAMAGES & DISCLAIMERS:

The organization or individual reserving the space assumes all responsibility for damage to The Fredonia Hotel and Convention Center and for leaving the premises in the same condition in which it was found. Damage to the facility or equipment will be billed directly to the organization or individual responsible for the room as indicated by the agreement signature. Any damage is to be reported immediately to a Fredonia Hotel staff member. If there is any damage, breakage, theft, breach of communicated time limit or excessive clean up, the amount to cover such occurrence will be billed to group master account.

The Fredonia Hotel and Convention Center is not responsible for damage to, or theft of equipment used or left, including damage to software by computer viruses. The Fredonia Hotel and Convention Center will notify the organizer of any equipment left behind and will allow 15 days for its retrieval. At that time, the items will be disposed of at the discretion of the Fredonia Hotel.



INDEMNIFICATION:

Each party to this agreement shall indemnify, defend, and hold harmless the other party, its officers, directors, agents, and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees arising out of or caused by indemnifying party's negligence or willful misconduct in connection with the provision and use of the hotel as contemplated by this judgment.

APPROVAL:

Shane Harrington, we look forward to working with your group.

As an authorized representative of the **Texas A&M Forest Services**, your signature, or partners signature, on the original agreement shall confirm your agreement with our arrangements.

Kindly return the signed copy to my attention by June 22nd, 2022. If confirmation has not been received by this date, The Fredonia Hotel shall release these dates for general sale.

Any changes must be made solely by The Fredonia Hotel agreed upon and initialed by both parties. This contract supersedes all previous contracts and is deemed accepted only after it has been signed by a representative of the group and thereafter signed by a representative of the hotel. The Fredonia Hotel and Convention Center reserves the right to decline services at any time without subject to prior notification.

Morgan Rogers

5/11/22

Authorized Signature for The Fredonia Hotel and Convention Center

Date

Robby Delwitt

07/06/22

Authorized Agent for Organization

Date

Services Agreement Addendum

This Services Agreement Addendum ("Addendum") is between Texas A&M Forest Service ("TFS"), a member of The Texas A&M University System ("TAMUS"), an agency of the State of Texas and The Fredonia Hotel ("Contractor") and is incorporated by reference into the sleeping and meeting rooms for an event on 12/6/2022 to 12/9/2022 between TFS and Contractor (the "Agreement"). TFS and Contractor may be referred to singularly as a "Party" and collectively as the "Parties." If there is any conflict or contradiction between the provisions of the Agreement, including any attachments, exhibits or addenda thereto, and those in this Addendum, this Addendum will control and Contractor waives any claim to the contrary.

1. **Term Length and Termination.** If no definitive Term is stated in the Agreement, the Term will not exceed five (5) total years. TFS may terminate the Agreement, without cause, at any time upon providing at least thirty (30) days written notice to Contractor. TFS will only be liable for payment for services received prior to the effective date of such termination.
2. **Payment Terms.** Payment terms for amounts due from TFS to Contractor under the Agreement (including due dates and late fees) are governed by Chapter 2251 of the *Texas Government Code*.
3. **Payment of Debt or Delinquency to the State.** Pursuant to Section 2252.903, *Texas Government Code*, Contractor agrees that any payments owing to Contractor under the Agreement may be applied directly toward any debts or delinquencies that Contractor owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
4. **Delinquent Child Support Obligations.** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement: "Under Section 231.006, *Texas Family Code*, the Contractor certifies that the individual or business entity name in the Agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate."
5. **Certification Concerning Financial Participation.** Pursuant to Section 2155.004, *Texas Government Code*, the Contractor certifies that it is not ineligible to receive the contract or payments under the Agreement and acknowledges that the Agreement may be terminated and/or payments may be withheld if this certification is inaccurate.
6. **Tax Certification.** If Contractor is a taxable entity as defined by Chapter 171, *Texas Tax Code*, then Contractor certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that Contractor is exempt from the payment of franchise (margin) taxes.
7. **Tax Exemption.** TFS will not be required to pay any taxes for which it can demonstrate an exemption.
8. **Indemnification.** Contractor agrees to indemnify and hold harmless TFS from any claim, damage, liability, expense or loss to the extent arising out of Contractor's negligent or willful errors or omissions under the Agreement.
9. **Independent Contractor.** Contractor is an independent contractor, and neither Contractor nor any employee of Contractor shall be deemed to be an agent or employee of TFS. TFS will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. Contractor shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to those of TFS relative to conduct on its premises (if applicable).
10. **Previous Employment.** Contractor acknowledges and understands that Section 2252.901, *Texas Government Code*, prohibits TAMUS from using state appropriated funds to enter into any employment contract, consulting contract, or professional services contract with any individual who has been previously employed, as an employee, by TFS within the past twelve (12) months. Contractor certifies that no TAMUS member has previously designated the Contractor's employees or officers performing under the Agreement as Not Eligible for Rehire. If Contractor is an individual, by signing this Addendum, Contractor certifies that Section 2252.901, *Texas Government Code*, does not prohibit the use of state appropriated funds for satisfying the payment obligations in the Agreement.
11. **Representations and Warranties by Contractor.** If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that: (i) it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization; (ii) it is duly authorized and in good standing to conduct business in the State of Texas; (iii) it has all necessary power and has received all necessary approvals to execute and deliver the Agreement; and (iv) the individual executing the Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.
12. **Breach of Contract Claims.** To the extent that Chapter 2260, *Texas Government Code*, is applicable to the Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by the Parties to attempt to resolve any claim for breach of contract made by Contractor against TFS that cannot be resolved in the ordinary course of business. The Associate Director for Finance and Administration of TFS shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. The Parties hereto specifically agree that (i) neither the execution of the Agreement and/or this Addendum by TFS nor any other conduct, action or inaction of any representative of TFS relating to the Agreement and/or this Addendum constitutes or is intended to constitute a waiver of TFS's or the State's sovereign immunity to suit; and (ii) TFS has not waived its right to seek redress in a court of law.
13. **Loss of Funding.** Performance by TFS under the Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature") and/or allocation of funds by the Board of Regents of The Texas A&M University System (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then TFS will issue written notice to Contractor and TFS may terminate the Agreement without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of TFS.
14. **Audit.** Contractor understands that acceptance of funds under the Agreement constitutes Contractor's acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor") to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.
15. **Inapplicable Provisions.** None of the following provisions, if they appear in the Agreement, shall have any effect or be enforceable against TFS: (i) requiring TFS to maintain any type of insurance either for TFS's benefit or for Contractor's benefit; (ii) renewing or extending the initial Agreement term or automatically continuing or renewing the original Agreement term; (iii) binding TFS to any arbitration, to the decision of any arbitration board, commission, panel or other entity, or to any other alternative dispute resolution other than is provided herein; (iv) requiring TFS to indemnify Contractor from/against any claims, damages, suits, penalties, fines and/or costs resulting from the negligence or intentional acts of Contractor or Contractor's employees, representatives or agents; (v) limiting the time within which TFS may file a lawsuit based on a claim that the contractor/vendor has breached the contract's terms and conditions.
16. **Limitations.** As a state agency, TFS is subject to constitutional and statutory limitations on its ability to enter into certain contractual terms and conditions, including but not limited to: those related to TFS's indemnification of other parties; liability for other parties' acts or omissions; disclaimers and limitations on other parties' liability; earnest money/deposits; liens on TFS property; liquidated damages; cancellation penalties, waivers, disclaimers, and limitations on legal rights and remedies; granting of control of litigation or settlement to other parties; payment of other parties' attorney fees or court costs; and those addressed elsewhere in this Addendum (collectively "Limitations"). Terms and conditions of the Agreement relating to the Limitations will only be binding on TFS to the extent permitted by the Constitution and the laws of the State of Texas.
17. **Force Majeure.** Neither Party is required to perform any term, condition, or covenant of the Agreement, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, the cause of which is not reasonably within the control of a Party and which by due diligence it is unable to prevent or overcome.
18. **Governing Law, Venue & Statute of Limitations.** The Agreement and the applicable statute of limitations for any cause of action brought by or against TFS pursuant to the Agreement will be governed by the laws of the State of Texas without regard to choice of law principles. Pursuant to Section 85.18, *Texas Education Code*, Brazos County is the mandatory place of venue for suit on or in respect of the Agreement.
19. **No Financial Interest.** Neither Party nor its employees, agents, representatives or consultants will assist or cause any TFS employee to violate TFS's Conflicts of Interest

Policy or applicable state ethics laws or rules. To the best of Contractor's knowledge, no member of the TAMUS Board of Regents has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

20. **Public Information Act.** A.) Contractor acknowledges that TFS is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. B.) Upon TFS's written request, Contractor will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under Chapter 552, *Texas Government Code*, to TFS in a non-proprietary format acceptable to TFS. As used in this provision, "public information" has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which TFS has a right of access. C.) Contractor acknowledges that TFS may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.
21. **Records Retention.** Contractor will preserve all contracting information, as defined under Texas Government Code, Section 552.003 (7), related to the Agreement for the duration of the Agreement and for seven years after the conclusion of the Agreement.
22. **Conflict of Interest.** By executing this Agreement, Contractor and each person signing on behalf of Contractor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.
23. **Prohibition on Contracts with Companies Boycotting Israel.** Prohibition on Contracts with Companies Boycotting Israel. To the extent that Texas Government Code, Chapter 2270 applies to this Agreement, PROVIDER certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
24. **Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

Contractor acknowledges this Agreement may be terminated if this certification is inaccurate.

25. **Prohibition on Contracts Related to Persons Involved in Human Trafficking.** Under Section 2155.0061, Government Code, the Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
26. **Work Made for Hire.** Any work performed by Contractor shall be considered a "Work Made for Hire" as defined in the Copyright Law of the United States, and shall be owned by and for the express benefit of TFS, including but not limited to, the right to make changes to the work as TFS deems necessary. In the event it should be established that such work does not qualify as a Work Made for Hire, Contractor agrees to and does hereby assign to TFS all of Contractor's right, title, and interest in such work product including, but not limited to, all copyrights and other proprietary rights.
27. **Access to Agency Data.** Pursuant to Section 2054.138, Texas Government Code, Contractor shall implement and maintain appropriate administrative, technical, and physical security measures, including without limitation, the security controls available at https://tfsfinance.tamu.edu/modules/finance/admin/admin_procedures/5002%20Security%20Req%20for%20Electronic%20Info%20Resources.docx, as may be amended from time to time (the "Security Controls"), to safeguard and preserve the confidentiality, integrity, and availability of TFS's data. Contractor shall periodically provide TFS with evidence of its compliance with the Security Controls within thirty (30) days of TFS's request.
28. **Cloud Computing Services.** As of the Effective Date, Contractor represents and warrants that it complies with the then-current requirements of the risk and authorization management program established by the Texas Department of Information Resources ("RAMP"). Pursuant to Section 2054.0593, Texas Government Code, Contractor shall maintain RAMP compliance and certification, as may be amended from time to time, throughout the Term, including any renewal term of this Agreement. Contractor shall provide TFS with evidence of its RAMP compliance and certification within thirty (30) days of TFS's request and at least thirty (30) days prior to the start of any renewal term of this Agreement.
29. **Counterparts/Electronic Signatures.** The Agreement and this Addendum may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of the Agreement and this Addendum, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

AGREED AND ACCEPTED this 6th day of July, 2022.

Texas A&M Forest Service	The Fredonia Hotel
By: <u>Robby DeWitt</u>	By: <u>Morgan Rogers</u>
Printed Name: Robby DeWitt	Printed Name: Morgan Rogers
Title: Associate Director for Finance and Administration	Title: Director of Events