

OMNI HOTELS[®]

corpus christi | texas

ADDENDUM A
August 25, 2020

Texas A&M Forest Service
Texas A&M Forest Service Natural Resource Conference
Tuesday, December 7, 2021 through Friday, December 10, 2021

Prepared for: Shane Harrington
Program Leader
200 Technology Way
Suite 1281
College Station, TX 77845
(979) 458-6650

Prepared by: Nicole Olivares
Director, Sales
Omni Corpus Christi Hotel
900 North Shoreline Boulevard
Corpus Christi, TX 78401
(361) 886-3560

The following will serve as an addendum to and made part of the contract dated October 7, 2019, for Texas A&M Forest Service as stated above, being held with the Omni Corpus Christi Hotel. **All other terms, conditions, policies and procedures in the original agreement will remain in effect.**

ROOM ARRIVAL and DEPARTURE PATTERN – ORIGINAL

Omni Corpus Christi Hotel - Texas A&M Forest Service Natural Resource Conference			
	Tue 12/8/2020	Wed 12/9/2020	Thu 12/10/2020
Deluxe Rooms	53	53	53
Bayview Suites	1	1	1
Executive Suites	1	1	1
Total	55	55	55

TOTAL SLEEPING ROOM NIGHTS RESERVED: 165

ROOM ARRIVAL and DEPARTURE PATTERN – REVISED

Omni Corpus Christi Hotel - Texas A&M Forest Service Natural Resource Conference			
	Tue 12/07/2021	Wed 12/08/2021	Thu 12/09/2021
Deluxe Rooms	53	53	53
Bayview Suites	1	1	1
Executive Suites	1	1	1
Total	55	55	55

TOTAL SLEEPING ROOM NIGHTS RESERVED: 165

GUEST ROOM RATES – NO CHANGE

We are pleased to confirm the following special meeting/convention rates:

Omni Corpus Christi Hotel - Texas A&M Forest Service Natural Resource Conference - USD				
	Single Rate	Double Rate	Triple Rate	Quad Rate
Deluxe King	104.00	130.00	140.00	150.00
Deluxe Double/Doubles	104.00	130.00	140.00	150.00
Bayview Suites	104.00	130.00	140.00	150.00
Executive Suites	104.00	130.00	140.00	150.00

All special room rates are quoted net non-commissionable and are exclusive of appropriate state and local taxes, fees and assessments, currently 15% and are subject to change without notice.

GOVERNMENT RATES

It has been agreed by both parties that the group rate will be the published prevailing government rate at the time of the actual meeting dates. The current government rate is \$104.00 as of October 1, 2019 and is subject to change.

CUT-OFF DATE – ORIGINAL

The cut-off date for accepting reservations into this room block is **Friday, November 6, 2020**. Reservation requests received after 5:00 PM local Hotel time on the cut-off date will be accepted based on guest room availability at the prevailing transient rates. It is understood by the Group that the group rate may not be available after the cut-off date. At time of cut off, all unused rooms and suites will be automatically released for general sale.

The Group agrees that if the Hotel does not receive the rooming list by the date listed above then the Hotel will ask the Group for a room block guarantee. In order for the Hotel to continue to hold the Group's room block the Group must submit this guarantee in writing on or before the established Group Cut-Off Date. Once this guarantee has been received by the Hotel the Group agrees that the allowable room block usage reductions will be waived by the Group and the Group will be responsible for their entire guarantee. If the Group's guarantee is lower than the allowable room block usage provisions then the Group will be responsible for the contracted room nights after the Cut-Off Date.

CUT-OFF DATE – REVISED

The cut-off date for accepting reservations into this room block is **Monday, November 8, 2021**. Reservation requests received after 5:00 PM local Hotel time on the cut-off date will be accepted based on guest room availability at the prevailing transient rates. It is understood by the Group that the group rate may not be available after the cut-off date. At time of cut off, all unused rooms and suites will be automatically released for general sale.

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MEETING & FUNCTION REQUIREMENTS – ORIGINAL

Based on your requirements, Hotel has reserved appropriate function and/or meeting space outlined in the attached Schedule of Events. Based on a sleeping room and food and beverage usage as indicated in this contract and the other anticipated revenues that Omni Corpus Christi Hotel will realize from this event, the function space for your program will be provided on a complimentary basis. If additional meeting space is

required after the execution of the agreement, then the Group will be subject to additional meeting room fees.

Date	Start Time	End Time	Function	Room	Setup	Agr
December 9, 2020	7:30 AM	8:00 AM	Breakfast Plated	Nueces B	Rounds of 10	100
December 9, 2020	8:00 AM	5:00 PM	General Session	Nueces A	Rounds	100
December 9, 2020	10:00 AM	10:15 AM	Break	Nueces A	Existing	100
December 9, 2020	11:30 AM	12:30 AM	Lunch Plated	Nueces B	Rounds of 10	100
December 9, 2020	2:00 PM	2:15 PM	Break	Nueces A	Existing	100
December 10, 2020	7:30 AM	8:00 AM	Breakfast Plated	Nueces B	Rounds of 10	100
December 11, 2020	7:30 AM	8:00 AM	Breakfast Plated	Nueces B	Rounds of 10	100
December 11, 2020	8:00 AM	12:00 PM	General Session	Nueces A	Rounds	100

Meeting room rental charges are based on your Guest Room Commitment, Program Functions and scheduled Banquet Functions. Listed below is the meeting room rental sliding scale based on your program. Changes to the Program agenda may result in the additional meeting room charges.

You will be asked to sign Event Orders confirming the specific room set up details before your event. Should extensive meeting room set-ups or elaborate staging be required, there will be a set-up charge to cover Omni Corpus Christi Hotel's cost and additional labor. If equipment is necessary that exceeds Omni Corpus Christi Hotel's inventory, then Texas A&M Forest Service agrees to pay for the cost of renting of additional equipment. In addition, if significant changes are made to the room set up details after receipt of the signed Event Orders (including on-site changes), a re-set fee of \$150.00 per meeting room or change will be assessed. The quotations listed do not include gratuities, taxes, and service charges, which are currently 8.25% sales tax, 6% state room rental tax, and 24% gratuities / service charge.

For the safety of persons and property, no fireworks or incendiary devices may be used indoors at the hotel. You agree to indemnify us for any damage caused to any hotel property as a result of drayage related to your event, whether caused by you, your agents, employees, contractors, or agents.

The Hotel understands that there may be persons or groups attending your convention who may wish to schedule additional meetings over your convention dates. These affiliated persons or entities will be expected to pay for use of function space requested at Omni Corpus Christi Hotel's published rates.

MEETING & FUNCTION REQUIREMENTS – REVISED

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BANQUET SERVICES – NO CHANGE

You have agreed to hold the banquet food and beverage events set forth in the attached program schedule and guarantee a minimum of **\$8,000.00** food and beverage banquet revenue. This F&B Minimum does not include meeting room rental, food & beverage outlet revenue, room service, service charges, tax, labor charges, audio visual, parking, or any other miscellaneous charges incurred. Should your final actual banquet revenue drop below your contracted minimum the Parties agree that the difference between the F&B guarantee and the actual food and beverage expenditure will be assessed to your Master Account. You will be asked to sign Event Orders confirming menus and other details for each of your events. The Parties agree that these sums are not a penalty and represent a reasonable effort on behalf of the Hotel to establish its loss prospectively and represent liquidated damages.

Proposed customized and discounted menus will be provided. The quotations listed do not include taxes and service charges, which are currently 8.25% tax, 24% gratuity / service charge. All food and beverage taxes and service charge fees are subject to change without notice.

Hotel menu prices have been guaranteed in this agreement, with detailed menu items to come at detailing so the freshest and most in season items are utilized.

(3) Hot Breakfast Buffet:

***Includes juice and coffee service with condiments
@ 25.00++pp***

Hot Lunch Buffet

***Includes Salad, meat, veggies, starch, rolls, dessert, iced tea and coffee service with condiments.
@ \$36.00++pp***

Breaks @ \$14.00++pp:

AM break

Coffee, Decaf, Hot Tea to include cream and condiments

PM Break

Iced Tea with condiments and Lemonade

Assorted Cookies

Due to licensing requirements and quality control issues, all food and beverage to be served on Hotel property must be supplied and prepared by the Hotel. The Hotel reserves the right to cease service of alcoholic beverages.

Appropriate function space will be assigned to suit the specific requirements of your meeting. Due to the possibility of changes in the number of people, number of guestrooms, format, and dates, the Hotel must reserve the right to assign all public spaces. Approval must be received from Hotel before any meeting room names may be assigned or published by Group.

CANCELLATION – NO CHANGE

Texas A&M Forest Service agrees that should it cancel its event for any reason (except for those listed in Force Majeure), including changing its meeting site to another hotel, that Omni Corpus Christi Hotel will suffer damages. It is understood that from this date until date of arrival, the hotel is turning away business on the basis of this agreement. For that reason, Texas A&M Forest Service commits to honoring stated arrangements with all professional intent. Omni Corpus Christi Hotel also agrees to honor all stated arrangements and will not cancel this program.

Group agrees that should any circumstance arise that prohibits the group from holding stated program (except for those listed in Force Majeure); the group will replace the value of this program within one (1) year to avoid assessment of liquidated damages equal to a percentage of the total revenue lost by cancellation of program.

Cancellation damages if fail to replace business within (1) year

\$6,500.00

These payments may be subject to the applicable taxes.

In the event Group must cancel for reasons other than those listed in Force Majeure, Omni Corpus Christi Hotel will not consider notice of cancellation valid and will not release accommodations held until receipt of written notice of cancellation and written commitment to replace the value of the program within one (1) year are received. Failure to include a written commitment to replace the value of the program results in the assessment of liquidated damages equal to a percentage of total revenue lost by cancellation of program. In such case, notice of cancellation requires payment of liquidated cancellation damages and delay in payment may result in higher damages owed.

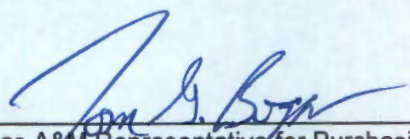
Hotel agrees to use reasonable efforts to resell the Group rooms not used in the Room Block and credit the revenue, less the reasonable costs incurred by the Hotel to resell the rooms, against the Hotel's damages set forth above, in an amount not to exceed the full amount of such damages.

FORCE MAJEURE

The performance of this Letter of Agreement is subject to acts of God, war, government regulations, domestic terrorism, disaster, strikes, civil disorder, or curtailment of transportation facilities or any emergency beyond the parties' control, making it illegal or impossible to perform their obligations under this Agreement.

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If everything should meet with your approval, please sign and return the enclosed copy by **Friday, August 28, 2020.**



Texas A&M Representative for Purchasing
Tom G. BOGGUS, DIRECTOR

8-26-2020

Date

Nicole Olivares
Director, Sales

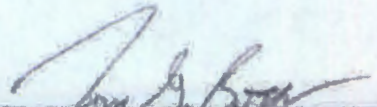
Date

Blanche C. Morris
Director, Sales & Marketing

Date

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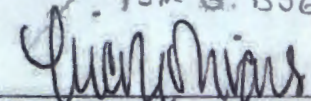
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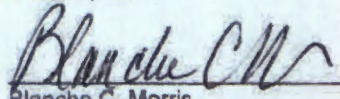
Date



Nicole Olivares
Director, Sales

8.27.2020

Date



Blanche C. Morris
Director, Sales & Marketing

8.27.2020

Date