

RECEIVING

PURCHASE ORDER

TEXAS A&M FOREST SERVICE

PURCHASING DEPARTMENT

Order Date
10/12/2023

Page 01

200 Technology Way, Suite 1120, College Station, TX 77845-3424; Phone 979-458-7380, FAX 979-458-7386

Purchase Order No.	(Include this number on all correspondence and packages)
P400156	

VENDOR GUARANTEES
MERCHANDISE DELIVERED ON
THIS ORDER WILL MEET OR
EXCEED SPECIFICATIONS IN
THE BID INVITATION.

INVOICE TO:

TEXAS A&M FOREST SERVICE
FRP--PLANNING & PREPAREDNESS
200 TECHNOLOGY WAY, SUITE 1162
COLLEGE STATION TX 77845-3424

VENDOR
18313954840 CRAZY WATER HOTEL PBC INC 401 N OAK AVE MINERAL WELLS, TX 76067-4969

ALL TERMS AND
CONDITIONS SET
FORTH IN OUR BID
INVITATION BECOME
A PART OF THIS
ORDER.

SHIP TO:

TEXAS A&M FOREST SERVICE
FRP--PLANNING & PREPAREDNESS
200 TECHNOLOGY WAY, SUITE 1162
COLLEGE STATION TX 77845-3424

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED
BY THE TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT **PRIOR** TO SHIPPING.

PLEASE NOTE: IF YOUR INVOICE IS NOT ADDRESSED AS INSTRUCTED
PAYMENT WILL BE DELAYED.

Item	Description	Quantity	UOM	Unit Price	Ext Price
1	USER REF: 000000-SG CR337 Staff Ride 01/22-26/24	2	EA	9,189.650	18,379.30
				TOTAL	18,379.30
	***** NET 30 *****				
	NOTE TO VENDOR: "SHIP TO" AND "INVOICE TO" ADDRESSES MAY DIFFER. FAILURE TO SUBMIT INVOICE TO PROPER ADDRESS MAY RESULT IN DELAYED PAYMENT.				
	DEPOSIT & FINAL PAYMENT FOR CO-24-026 CRAZY WATER HOTEL MEETING/SLEEPING ROOMS & STAFF RIDE AGREEMENT				
	STANDARD AGENCY TERMS & CONDITIONS APPLY				
	VENDOR QUOTE: 10/12/2023 VENDOR REF: GABRIELLE LOWERY 940-325-4605				
	Purchase made by an Institution of Higher Education, Section 51.9335 Education Code.				
	CC FY ACCOUNT NO. DEPT.				
	11 2024 132100-00000-3030 PLAN			3,920.00	
	11 2024 132100-00000-3025 PLAN			1,114.30	
	11 2024 132100-00000-5870 PLAN			175.00	
	11 2024 132100-00000-6200 PLAN			13,170.00	
	DOCUMENT DATE: 10/12/2023				

CEC

Texas A&M Forest Service cannot accept collect freight shipments.

FOB: DESTINATION FRT INCLUDED

Terms:

FAILURE TO DELIVER - If the vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies elsewhere, and charge the increase in price and cost of handling, if any, to the vendor. No substitutions nor cancellations permitted without prior approval of Purchasing Department.

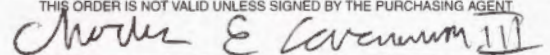
IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE
DEPARTMENT RECEIVING ROOM BY

The State of Texas is exempt from all Federal Excise Taxes.

STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Texas Tax Code, Section 151.309 (4), for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

The Terms and Conditions of the State of Texas shall prevail.

THIS ORDER IS NOT VALID UNLESS SIGNED BY THE PURCHASING AGENT.



PURCHASING AGENT FOR

TEXAS A&M FOREST SERVICE

RECEIVING

PURCHASE ORDER
TEXAS A&M FOREST SERVICE
PURCHASING DEPARTMENT

Order Date
10/12/2023

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TEXAS A&M FOREST SERVICE FRP--PLANNING & PREPAREDNESS 200 TECHNOLOGY WAY, SUITE 1162 COLLEGE STATION TX 77845-3424
SHIP TO:
TEXAS A&M FOREST SERVICE FRP--PLANNING & PREPAREDNESS 200 TECHNOLOGY WAY, SUITE 1162 COLLEGE STATION TX 77845-3424

VENDOR
18313954840 CRAZY WATER HOTEL PBC INC 401 N OAK AVE MINERAL WELLS, TX 76067-4969

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Item	Description	Quantity	UOM	Unit Price	Ext Price
	DEPT.CONTACT: SETH GRAHAM PHONE NO.: 979-213-2233 PCC CD: 9 TYPE FUND: TYPE ORDER:				

CEC

Texas A&M Forest Service cannot accept collect freight shipments.

FOB: DESTINATION FRT INCLUDED

Terms:

FAILURE TO DELIVER - If the vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies elsewhere, and charge the increase in price and cost of handling, if any, to the vendor. No substitutions nor cancellations permitted without prior approval of Purchasing Department.

IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE DEPARTMENT RECEIVING ROOM BY

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Charm E. Covarrubias III

PURCHASING AGENT FOR

TEXAS A&M FOREST SERVICE



940-325-4605

<http://www.thecrazywaterhotel.com/>

Cr33 Staff Ride Conference

GROUP AGREEMENT

Account: Meredith Mcneil

Booking Name: Cr33 Staff Ride Conference

Contact: Meredith Mcneil

Address:

Sales Manager: Gabrielle Lowery

Email: mmcneil@tfs.tamu.edu

Phone: 940-325-4605

Phone: 979-458-7330

Email: gabrielle@thecrazywaterhotel.com

The following represents an agreement between "Client" and The Crazy Water Hotel ("Hotel") and is effective as of the date it is signed by Hotel ("Agreement Date").

ROOM RATES & ACCOMMODATIONS

Name	Location	Arrival Date	Departure Date	Block Release Date
Cr33 Staff Ride Conference	The Crazy Water Hotel	1/22/2024	1/26/2024	

Queen Suite

	Agreed Rooms	Rate
1/22/2024	5	\$98.00
1/23/2024	5	\$98.00
1/24/2024	5	\$98.00
1/25/2024	5	\$98.00

King Suite

	Agreed Rooms	Rate
1/22/2024	15	\$98.00
1/23/2024	15	\$98.00
1/24/2024	15	\$98.00
1/25/2024	15	\$98.00

Totals

	Agreed Rooms	Avg. Rate
1/22/2024	20	\$98.00
1/23/2024	20	\$98.00

1/24/2024	20	\$98.00
1/25/2024	20	\$98.00

Total Rooms	80
Total Revenue	\$7,840.00

GUEST ROOM TERMS & CONDITIONS

DECISION DATE

Please return this signed Agreement by **10/16/2023**. The guestroom block will not be held after this date unless the agreement is signed and received.

DEPOSIT POLICY/ FEE SCHEDULE FOR ROOMS BILLED TO MASTER ACCOUNT

The following deposit schedule will apply for the reservation of the guest rooms that will be billed to the master account:

Date	Deposit Reasoning	Amount Due
10/16/2023	50%	\$9,189.65
1/1/2024	50%	\$9,189.65
Within five business days following hotel stay	Final balance, including taxes	TBD

RESERVATION PROCEDURES

The Client will supply the Hotel with a master rooming list to make the guest room reservations. This master rooming list is due on . The master rooming list should clearly show arrival and departure dates by room and list the name of the primary room occupant, number of guests in the room, room type, and contact information for the primary occupant. The Client may also include special requests/additional instructions by room. Please email the rooming list directly to the Hotel's Guest Services Manager, MaKaylee Steiner, at MaKaylee@thecrazywaterhotel.com.

ROOM DROPS/ GIFT BAGS

A fee of \$6 will be charged per room for room drops (e.g., souvenirs, gifts, etc.) to be delivered to Hotel rooms on behalf of the Client prior to guest arrival. All room drops must be identical.

A fee of \$8 will be charged per room for personalized room drops (e.g., souvenirs, gifts, etc.) to be delivered to Hotel rooms on behalf of the Client prior to guest arrival. Examples of personalization include room drops labelled with the guests' names or room drops that vary by guest.

ROOM CANCELLATIONS AND NO-SHOW POLICY

Guest rooms booked by the Client using a master rooming list are considered to be a firm commitment. The 50% deposit, which is due at the signing of the agreement, is non-refundable 180 days prior to the first arrival date. Guest rooms cancelled fewer than 14 days prior to the first arrival date will be charged in full whether the guestrooms are used or unused.

BILLING PROCEDURES

Guestrooms contracted by the Client will be reserved by the Client and paid via check or with credit card on the dates outlined in the deposit schedule.

COMMISSION

The above rates are net, non-commissionable.

CUTOFF DATE/ RELEASE DATE

After a signed Agreement has been received, the full guestroom block will be held until at which point, the rooms that have not been reserved through the master rooming list will be released. The Client may still request rooms after the cut-off date and Hotel will provide rooms (subject to availability) at prevailing rates. If the Group requests to have rooms held after the cut-off date, the Hotel will require a written guarantee of payment on rooms, whether used or unused.

CONCESSIONS

- Complimentary High-Speed Internet Access for travelers' own devices
- Complimentary bottled water in the guestroom
- Complimentary self-parking
- Complimentary in-room Keurig® Coffee experience

CHECK-IN and CHECK-OUT

Check-in time is after 4 p.m. Check-out time is 11 a.m. Special requests for early arrival or late departures cannot be guaranteed; however, the Hotel will do its best to accommodate individual requests.

GUEST ROOM DAMAGE

All damage will be charged to the Client at prevailing property repair/replacement costs.

SMOKING POLICY

The Crazy Water Hotel is a smoke-free building. The smoking policy applies to all indoor venues at The Crazy Water Hotel. Violation of The Crazy Water Hotel's smoking policy in guestroom(s) will result in a cleaning fee of \$150 per room, plus taxes. We recommend that Client advise its guests of the Hotel of The Crazy Water Hotel's smoking policy in writing.

INDEMNIFICATION

Hotel agrees to indemnify, defend and hold harmless Client, its parent, affiliates, subsidiaries, officers, directors, shareholders and employees from and against all claims, damages, liabilities, actions, costs and expenses (including attorneys' fees) arising out of this Agreement or any actions or inactions caused by Hotel in connection with this Agreement unless caused by the negligence, willful misconduct, fraud, or breach of this Agreement by the Client.

Client agrees to indemnify, defend and hold harmless Hotel its parent, subsidiaries, affiliates, officers, directors, shareholders and employees from and against all claims, damages, liabilities, actions, costs and expenses (including attorneys' fees) arising out of this Agreement or any actions or inactions caused by Client in connection with this Agreement unless caused by the negligence, willful misconduct, fraud, or breach of this Agreement by Hotel.

INSURANCE

The Hotel and the Client shall obtain and maintain and provide evidence of insurance upon request of the other party in amounts sufficient to provide coverage for any liabilities that may reasonably arise out of or result from its obligations pursuant to this Agreement. All vendors must provide a certificate of insurance reflecting The Crazy Water Hotel and La Corsha Hospitality Group at 401 N. Oak Avenue, Mineral Wells, TX 76067 as additionally insured/certificate holders.

CANCELLATION

The Client may cancel this Agreement only upon giving written notice to the Hotel. **Cancellation does not refer to the elimination of portions of the event or to individual room cancellations.**

NOTICE

Any notice required or permitted by the terms of this Agreement must be in writing. Notice may be sent via email and shall be considered effective as of the date and time of the email.

GOVERNING LAW

This Agreement shall be deemed to have been entered into the State of Texas and shall be governed and

construed by the laws of the State of Texas.

Each party agrees to comply with all applicable U.S. federal, state and local laws governing the agreement and event, including any rules, regulations or requests of the U.S. Department of Homeland Security.

AMERICANS WITH DISABILITIES ACT:

Hotel agrees to use good faith commercial efforts to cause the Hotel to be substantially compliant with the Americans with Disabilities Act ("ADA") and its regulations and guidelines. Client shall also be responsible for compliance with the public accommodation requirements of the Americans with Disabilities Act as defined by law. Client shall identify in advance to Hotel any special needs of its attendees with a disability requiring accommodation by the Hotel. The Hotel shall provide, to the extent required by the Act, such auxiliary aids and/or services as may be reasonably requested by Group for use in sleeping rooms and public areas of the Hotel, provided that Client gives reasonable advance written notice to the Hotel of such needs. Client shall be responsible for the cost of any auxiliary aids and services (including engagement of and payment to specialized service providers, such as sign language interpreters), necessary for use in the meeting space used by the Client, other than those types and quantities typically maintained by the Hotel.

TERMS AND CONDITIONS:

As a material part of this Agreement, Client acknowledges and agrees to comply with the Meeting and Event Terms and Conditions.

SIGNATURE AND RETURN

The parties executing this Agreement hereby represent that they are authorized to bind their respective principals.

In order to make these arrangements definite, please sign and return.

The Agreement outlined above meets with my approval, and I now consider these arrangements to be definite and confirmed when Hotel returns countersigned copy.

SCHEDULE OF EVENTS

Name	Date	Time	Areas	Event Type	Guests	Rental	Event F&B Min	Total F&B Min (Booking)
Cr33 Staff Ride Conference	1/23/2024	5:00 pm – 7:00 pm	Conference Room	Meeting	20	\$175.00		\$0.00
Cr33 Staff Ride Conference	1/24/2024	1:00 pm – 10:00 pm	7th Floor		100	\$5,250.00		
Cr33 Staff Ride Conference	1/25/2024	6:00 pm – 11:00 pm	7th Floor		100	\$4,000.00		

			Total
Room Rental Tax	6.0%		\$565.50
City Lodging Tax	7.0%		\$548.80
F&B Minimum	Total		\$0.00
			-\$0.00 Met
Room Rental			\$9,425.00
Room Block Charges			\$7,840.00
Grand Total			\$18,379.30
Deposit (Due 10/16/2023)	Unpaid		\$9,189.65
2nd Deposit (Due 1/1/2024)	Unpaid		\$9,189.65
Estimated Amount Due			\$18,379.30

EVENT TERMS & CONDITIONS

DECISION DATE

The event space will not be reserved for the Client until the signed agreement and deposit have been received by the Hotel. Please sign and return the agreement on or before 10/16/2023.

DEPOSIT POLICY/ FEE SCHEDULE

The deposits outlined in this document will apply for the reservation of the function space.

A deposit equal to 50% of the rental fee is due at the time of the contract signing.

14 days prior to the event, the remaining room rental balance and cost of final menu selections will be due.

Any remaining balance due following the event will be billed within five business days and will be due upon receipt.

In the event that the deposit is not received on or before due date, Hotel reserves the right to cancel this agreement.

PRICING

The event space is priced based on a room rental fee.

A 22% service charge is added to all event charges, except room rental and labor fees. All fees are subject to taxes. Occupancy tax for event space rental is 6%, while all other items are taxed at 8.25%.

Pricing and policies are subject to change without notice.

CANCELLATION

The Client may cancel this Agreement only upon giving written notice to the Hotel. Cancellation does not refer to the elimination of portions of the event or to individual room cancellations. The parties agree and understand that in the event of a cancellation, the Hotel's actual damages would be difficult to determine. Therefore, the parties agree on the following amounts to be paid by the Group to the Hotel as liquidated damages in the event of a cancellation:

- 120 days prior to the scheduled event start date: 50% of the deposit is refundable.
- 90 days prior to the scheduled event start date: The deposit is not refundable
- Events cancelled fewer than 30 days prior to the event date are responsible for paying the full food and beverage minimum plus service charge and tax as reflected in this agreement.

Client shall make payment due as a result of this cancellation option to the Hotel at the time this Agreement is canceled by written notice.

ACCESS

Please note that the Client only has access to the event space during the above contracted time. If the Client would like 24- hour access (also known as a 24-hour hold), an amendment will be made to this Agreement. If a 24-hour hold is not agreed upon, the Hotel reserves the right to contract another client/group in the above space outside of the above contracted times.

WEDDING REHEARSAL

30 minutes of rehearsal time for a wedding may be provided by the Hotel as a courtesy if the venue is available. Guaranteed access to the venue for a wedding rehearsal can be contracted at an additional fee.

ROOM RESET FEE

The Hotel reserves the right to charge a room reset fee of \$500 if the client requires the room setup to be changed after the room has been set up for the beginning of the event. This includes changing the room setup from a wedding ceremony to a wedding reception.

DAMAGES and REMOVAL OF DÉCOR

The Group will be responsible for the removal of all decorations and any damage done to the function rooms or any other part of the Hotel by the Group or Group's employees, third party agents, guests or invitees. Failure to remove any decorations may result in additional charges pursuant to the Hotel's terms and conditions.

The Hotel will not assume or accept any responsibility for damage to or loss of any merchandise or articles left in the Hotel prior to, during or following the Group's function. The Hotel reserves the right to require the Group to provide additional Security personnel, which will be scheduled billed to the Group by the Hotel.

Group understands and agrees, at its own expense, to be solely responsible for compliance with all federal, state and local laws, rules, regulations, and ordinances that apply to any activities carried on, in or at the Hotel by the Group or Group's employees, third party agents, guest or invitees.

PROHIBITED ITEMS

The following items are prohibited:

- Open flames
- Confetti, rice, birdseed, glitter, and similar items
- Smoke and/or fog machines
- Nothing may be affixed to the walls, ceilings or windows in any event space by any means

LOCAL NOISE ORDINANCE

The Hotel abides by all laws, including local ordinances. The local noise ordinance prohibits noise above 60 decibels between the hours of 10 p.m. and 7 a.m. from the point of complaint, and above 70 decibels between 7 a.m. and 10 p.m. Decibel readings will be taken from the sixth floor, which contains The Crazy Water Hotel apartments. Events are required to comply with this and all other laws and ordinances.

FOOD AND BEVERAGE

Food and beverage service will be provided by the Hotel, starting June 1, 2023. No outside food and beverage is permitted in the Hotel without written approval by the Hotel, except for specialty desserts (e.g., wedding cake). All food and beverage services are subject to a 22% service charge and 8.25% sales tax.

EVENTS PRIOR TO JUNE 1, 2023 NEED TO CONTRACT FOOD SERVICE OUTSIDE OF THE HOTEL. THIS IS SOLE RESPONSIBILITY AND EXPENSE OF THE CLIENT. NO OUTSIDE ALCOHOL or ALCOHOL SERVICE IS PERMITTED. ALCOHOL BEVERAGE SERVICE MUST BE ORDERED THROUGH THE HOTEL AND WILL APPLY TO THE FOOD AND BEVERAGE MINIMUM.

A cake cutting fee of \$2 per guest applies to all events that bring in an outside specialty dessert that will be cut or served by Hotel staff or served using Hotel china and/or plate ware. *THIS SERVICE WILL BE AVAILABLE AFTER JUNE 1, 2023.*

MENU SELECTION AND GUEST COUNT

Final menu selection is due 14 business days prior to the event. Guaranteed guest count is due 5 business days prior to the event.

The Client is responsible for informing the Hotel of all special requirements, dietary restrictions, and food allergies at the time of the menu selection.

An additional charge applies for gluten-free options. Menu ingredients are subject to seasonal change.

The Hotel reserves the right to make substitutions based on availability of ingredients.

Consuming raw or undercooked meat, poultry, shellfish or eggs may increase the risk of foodborne illness.

BUTLER SERVICE

A service fee of \$50 per hour per staff member may apply for passed hors d'oeuvres.

BARTENDERS AND CHEF ATTENDANTS

The bar fee is \$250 per event per bar for up to four hours of service. Additional hours of bar service will incur a charge of \$35 per bartender per hour. A chef attendant fee of \$150 may apply per chef for attended stations.

The Hotel reserves the right to refuse or cease alcoholic beverage service to any guest deemed to be intoxicated.

All guests are subject to show legal identification of age. No person under the age of 21 will be served alcohol.

BUFFETS

All buffet services are priced per guest with a minimum of 25 guests. A small group fee of \$125 may apply to groups with fewer than 25 guests.

Buffet services are 60 minutes for breakfast and lunch and 120 minutes for dinner. Child buffet and plated meal options are available during the menu selection process.

ROOM SETUP ITEMS

All contracted venues, except the pavilion, include use of the Hotel's tables, chairs, and standard white tablecloths. **Events in the pavilion are responsible to rent tables, chairs, and tablecloths from an outside vendor at the sole expense of the Client.**

Corporate events will be provided with pens, notepads, and candy dishes by the Hotel.

SECURITY

Events may be required to have security. Events with security will be billed \$50 plus tax per guard per hour for a minimum of four hours.

WI-FI

Complimentary Wi-Fi is included for all events.

PARKING

Self-parking is complimentary for event attendees.

PAYMENT AND CREDIT POLICY

Payment in full is due noon, local time, 14 business days prior to the scheduled date of the event, unless other arrangements have been made in advance to the satisfaction of the Hotel.

Payments and deposits are accepted via check or credit card.

SMOKING POLICY

The Crazy Water Hotel is a smoke-free building. The smoking policy applies to all indoor venues at The Crazy Water Hotel. Violation of The Crazy Water Hotel's smoking policy will result in a cleaning fee of \$250.00 function space, plus taxes. We recommend that Client advise their guests of The Crazy Water Hotels smoking policy in writing.

INDEMNIFICATION

Hotel agrees to indemnify, defend and hold harmless Group, its parent, affiliates, subsidiaries, officers, directors, shareholders and employees from and against all claims, damages, liabilities, actions, costs and expenses (including attorneys' fees) arising out of this Agreement or any actions or inactions caused by Hotel in connection with this Agreement unless caused by the negligence, willful misconduct, fraud, or breach of this Agreement by the Group.

Group agrees to indemnify, defend and hold harmless Hotel its parent, subsidiaries, affiliates, officers, directors, shareholders and employees from and against all claims, damages, liabilities, actions, costs and expenses (including attorneys' fees) arising out of this Agreement or any actions or inactions caused by Group in connection with this Agreement unless caused by the negligence, willful misconduct, fraud, or breach of this Agreement by Hotel.

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AMERICANS WITH DISABILITIES ACT

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TERMS AND CONDITIONS

As a material part of this Agreement, Group acknowledges and agrees to comply with the attached Meeting and Event Policies and Procedures.

SIGNATURE AND RETURN

The parties executing this Agreement hereby represent that they are authorized to bind their respective principals.

The Agreement outlined above meets with my approval, and I now consider these arrangements to be definite and confirmed when Hotel returns countersigned copy.

ACCEPTANCE OF AGREEMENT & AUTHORIZED SIGNATURES

Client Signature

Robby Deloist 10/02/23

Hotel Signature

Printed Name: Gabrielle Lowery
Signed: 9/29/2023 at 5:32 pm

Gabrielle Lowery

HOTEL CONTRACT ADDENDUM

This addendum ("Addendum") amends and supplements the standard contract and/or purchase order form ("Hotel Contract") provided by **The Crazy Water Hotel ("Hotel")** entered into between Texas A&M Forest Service, a member of The Texas A&M University System ("A&M System") and an agency of the State of Texas ("**MEMBER**"), and the Hotel located at **401 N. Oak, Mineral Wells, TX 76067**. All terms used herein and not otherwise defined shall have the same meaning as in the Hotel Contract. **MEMBER** and **Hotel** may be individually referred to as "Party" or collectively referred to as "Parties." Both Parties agree that the Hotel Contract is hereby amended and supplemented as follows:

1. This Addendum is incorporated into the Hotel Contract and in the event of any conflict in the terms of the Hotel Contract and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control.
2. None of the provisions listed below, if they appear in the Hotel Contract, have any effect or are enforceable against **MEMBER**:
 - a. Requiring **MEMBER** to maintain any type of insurance either for **MEMBER's** benefit or for the **Hotel's** benefit.
 - b. Renewing or extending the Hotel Contract beyond the contract term or automatically continuing the contract period from term to term.
 - c. Requiring or stating the terms of the Hotel Contract shall prevail over the terms of the purchase order or this Addendum in the event of conflict.
 - d. Requiring the application of the law of any state other than Texas in interpreting or enforcing the Hotel Contract, or resolving any dispute under the Hotel Contract. The Hotel Contract and the obligations of the parties under this Hotel Contract shall be construed and enforced in accordance with the laws of the State of Texas.
 - e. Releasing the **Hotel** or any other entity or person from its legal liability, or limiting liability, for unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.
 - f. Requiring any total or partial compensation or payment by **MEMBER** for damages in excess of the actual losses incurred by the **Hotel** if the Hotel Contract is terminated before the end of the contract term.
 - g. Changing the time period within which claims can be made or actions can be brought under the laws of the State of Texas.
 - h. Binding **MEMBER** to any arbitration provision or to the decision of any arbitration board, commission, panel or other entity.
 - i. Obligating **MEMBER** to pay costs of collection or attorneys' fees.
 - j. Obligating **MEMBER** to indemnify, defend or hold harmless any party.
3. The following language is added to the Hotel Contract:

Cancellation. In the event **MEMBER** must cancel the Hotel Contract, **Hotel** will make every effort to resell the space (including, but not limited to, sleeping rooms, meeting rooms, and/or conference rooms) reserved by **MEMBER** in order to reduce **MEMBER's** cancellation/attrition fees. Resold space will be credited to reducing any obligations that **MEMBER** may have incurred. **MEMBER** will not pay any cancellation/attrition fees/liquidated damages until after the departure date. A copy of **Hotel's** occupancy report, concerning the space reserved by **MEMBER** for the dates cancelled by **MEMBER**, shall be delivered to **MEMBER** within ten (10) business days of departure date.

MEMBER, at any time prior to the arrival date with written notice, may cancel the Hotel Contract without liability or penalty, in the event one or more of the following occur:

- i. A force majeure event as described below, renders either party's performance inadvisable, impossible, or is materially affected. In the event of cancellation under this Item 1, **Hotel** agrees to return any deposits paid by **MEMBER**. In the event **MEMBER** decides to continue with its reserved use of the **Hotel** despite such circumstances, **Hotel** will waive any fees related to a reduced-sized program or event including, but not limited to, any food and beverage attrition fees and space rental.
- ii. There is a change in ownership or management of the **Hotel** prior to the scheduled arrival date.
- iii. **Hotel** enters into bankruptcy proceedings, becomes insolvent or subject to foreclosure, or takes any other like action for the benefit of creditors or debtors prior to the scheduled arrival date.

Direct Bill Account. If there are any charges which accrue and are payable by **MEMBER**, they will be applied to a master account and direct billed. If an existing direct bill account is not already established and on file, **MEMBER** will submit information required to establish a direct bill account prior to the Hotel Contract start date. Under this Hotel Contract, the **MEMBER** credit card shall only be used to secure the room block. All room charges will be paid by each individual reserving a room.

Payment Of Master Account. The outstanding balance of **MEMBER's** direct bill account, if any, and excluding disputed charges, will be due following the event and payable within thirty (30) days from receipt of invoice. Upon resolution of any disputed charges, **HOTEL** shall invoice such remaining charges to **MEMBER**. Payment of the revised charges shall be payable within thirty (30) days of receipt of invoice. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, *Texas Government Code*.

Payment Terms. All payments required under the Hotel Contract are due and payable on or before thirty (30) days from the date **MEMBER** receives a true and correct invoice for same. Notwithstanding the foregoing, all invoices shall be subject to the Texas Prompt Payment laws.

Insurance. The liability of the A&M System and its members for personal injury and property damage is controlled by the Texas Tort Claims Act, Texas Civil Practice and Remedies Code, Chapter 101, Section 101.021. The limits of liability are \$250,000 for each person, \$500,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property. Following this limited exposure, the A&M System and its members, as state agencies, are protected by the doctrine of sovereign immunity, and as such, is self-insured up to the aforementioned limits.

Governing Law and Venue. The validity of the Hotel Contract and all matters pertaining to this Hotel Contract, including but not limited to, matters of performance, nonperformance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against **MEMBER** shall be in the county in which the primary office of the chief executive officer of **MEMBER** is located.

Tax Exempt Status. As an agency of the State of Texas, **MEMBER** is tax exempt in the State of Texas. Tax exemption certification will be furnished upon request.

State Auditor's Office. **Hotel** understands that acceptance of funds under this Hotel Contract constitutes 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. **Hotel** agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. **Hotel** will include this provision in all contracts with permitted subcontractors.

Dispute Resolution. To the extent that Chapter 2260, Texas Government Code, is applicable to this Hotel Contract, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by **MEMBER** and **Hotel** to attempt to resolve any claim for breach of contract made by **Hotel** that cannot be resolved in the ordinary course of business. **Hotel** shall submit written notice of a claim of breach of contract under this Chapter to the Contracts Officer of **MEMBER**, who shall examine **Hotel's** claim and any counterclaim and negotiate with **Hotel** in an effort to resolve the claim. This provision and nothing in this Hotel Contract waives **MEMBER's** sovereign immunity to suit or liability and **MEMBER** has not waived its right to seek redress in the courts.

Notices. Any notice required or permitted under this Hotel Contract must be in writing, and shall be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. **MEMBER** and **Hotel** can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

MEMBER: Texas A&M Forest Service
200 Technology Way, Suite 1162
Attention: Meredith M. McNeil
Phone: (936) 546-3465
Email: mmcneil@tfs.tamu.edu

HOTEL: The Crazy Water Hotel
401 N. Oak, Mineral Wells, TX 76067
Attention: Gabrielle Lowery
Phone: (940) 325-4605
Email: gabrielle@thecrazywaterhotel.com

Force Majeure. Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Hotel Contract for failure or delay in fulfilling or performing any obligation under this Hotel Contract if and to the extent such failure or delay is caused by or results from causes beyond the affected party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such

causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

Non-Assignment. Hotel shall neither assign its rights nor delegate its duties under this Hotel Contract without the prior written consent of **MEMBER**.

Entire Agreement. This Addendum and the Hotel's Contract Form constitute the entire and only agreement between the parties hereto and supersedes any prior understanding, written or oral agreements between the parties, or "side deals" which are not described in this Hotel Contract. This Hotel Contract may be amended only by a subsequent written agreement signed by authorized representatives of both parties.

Authority to Contract: Each party represents and warrants that it has full right, power and authority to enter into and perform its obligations under this AgreementHotel Contract, and that the person signing this AgreementHotel Contract is duly authorized to enter into this AgreementHotel Contract on its behalf.

Use of Name. Each party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that party. Neither party may use the Marks of the other without the advance written consent of that party, except that each party may use the name of the other party in factual statements that, in context, are not misleading.

Severability. In case any one or more of the provisions contained in this Hotel Contract shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Hotel Contract shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Hotel Contract that are required by changes in federal or state law or regulations are automatically incorporated into the Hotel Contract without written amendment hereto and shall become effective on the date designated by such law or by regulation.

Limitations. As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of **MEMBER** to enter into certain terms and conditions of this Hotel Contract, including, but not limited to, those terms and conditions relating to liens on **MEMBER's** property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Terms and conditions related to the Limitations will not be binding on **MEMBER** except to the extent authorized by the Constitution and the laws of the state of Texas. Neither the execution of this Hotel Contract by **MEMBER** nor any other conduct, action, or inaction of any representative of **MEMBER** relating to this Hotel Contract constitutes or is intended to constitute a waiver of **MEMBER's** or the state's sovereign immunity.

Compliance with Laws. Each Party hereto shall comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under this Hotel Contract.

Public Information. Hotel acknowledges that MEMBER 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 Hotel Contract, as well as any other disclosure of information required by applicable Texas law. Upon MEMBER's written request, Hotel will promptly provide specified contracting information exchanged or created under this Hotel Contract for or on behalf of MEMBER to MEMBER in a non-proprietary format acceptable to MEMBER that is accessible by the public. Hotel acknowledges that MEMBER may be required to post a copy of the fully executed Hotel Contract on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*. The requirements of Subchapter J, Chapter 552, *Texas Government Code*, may apply to this Hotel Contract and Hotel agrees that this Hotel Contract can be terminated if Hotel knowingly or intentionally fails to comply with a requirement of that subchapter.

Payment of Debt or Delinquency to the State. Pursuant to Section 2107.008 and 2252.903, *Texas Government Code*, Hotel agrees that any payments owing to Hotel under the Hotel Contract may be applied directly toward certain debts or delinquencies that Hotel owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

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 percent 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. Under Section 231.006, *Texas Family Code*, Hotel certifies that it is not ineligible to receive the payments under this Hotel Contract and acknowledges that this Hotel Contract may be terminated and payment may be withheld if this certification is inaccurate.

Franchise Tax Certification. If the Hotel is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then the Hotel certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that the Hotel is exempt from the payment of franchise (margin) taxes.

Certification Regarding Business with Certain Countries and Organizations. Hotel represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152, *Texas Government Code*. Hotel acknowledges this Hotel Contract may be terminated immediately if this certification is inaccurate.

Conflict of Interest. Hotel certifies, to the best of its knowledge and belief, that no member of the A&M System Board of Regents, nor any employee of MEMBER or A&M System, has a direct or indirect financial interest in Hotel or in the transaction that is the subject of the Agreement.

Prohibition on Contracts with Companies Boycotting Israel. To the extent that Chapter 2271, *Texas Government Code*, is applicable to this Hotel Contract, Hotel certifies that (a) it does not currently boycott Israel, and (b) it will not boycott Israel during the term of this Hotel Contract. Hotel acknowledges this Hotel Contract may be terminated and payment withheld if this certification is inaccurate.

Verification Regarding Discrimination Against Firearm Entities and Trade Associations. To the extent that Chapter 2274, *Texas Government Code*, is applicable to this Hotel Contract, Hotel verifies

that (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Hotel Contract. **Hotel** acknowledges this Hotel Contract may be terminated and payment withheld if this verification is inaccurate.

Verification Regarding Boycotting Energy Companies. To the extent that Chapter 2274, Texas Government Code, is applicable to this Hotel Contract, **Hotel** verifies that (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Hotel Contract. **Hotel** acknowledges this Hotel Contract may be terminated and payment withheld if this verification is inaccurate.

ACCEPTED & AGREED:

Texas A&M Forest Service

By: Robby DeWitt
Name: Robby DeWitt
Title: Associate Director For
Finance And Administration
Date: 10/02/23

The Crazy Water Hotel

By: Halvill Lowery
Name: Gabrielle Lowery
Title: Event Sales Manager
Date: 9-29-23