



**I. Event Requirements**

**A. GUEST ROOM ACCOMMODATIONS**

The Performing Agency agrees that it will provide, and Receiving Agency agrees that it will be responsible for utilizing 450 room nights in the pattern set forth below:

	Occupancy	Standard Rooms	Room Rate
Mon 08/10/2020	S/D	220	\$188.00
Tue 08/11/2020	S/D	220	\$188.00
Wed 08/12/2020	S/D	10	\$188.00

- Complimentary policy: 1 complimentary room per 50 revenue producing rooms
- 5 rooms will be at the prevailing per diem rate

**CUTOFF DATE**

The AT&T Conference Center agrees to hold the above-noted Room Block until **July 8, 2020** ("Cut-Off Date"). At that time, rooms not covered by the Rooming List or individual Guest reservations shall, subject to the terms hereof concerning guarantees, cancellation and attrition, be released from the Room Block and the AT&T Conference Center shall have the right to sell any rooms so released. The AT&T Conference Center may continue to accept reservations received after the Cut-Off Date on a space and rate available basis.

Reservations that are made after the Cut-Off Date period will be added to Customer's overall Room Block performance.

**GUEST ROOM ATTRITION**

Attrition is calculated on a per night basis. Should the per night actualized Room Block revenue be less than eighty percent (80%) of the room block guarantee, Customer agrees to pay AT&T Conference Center a guest room attrition charge calculated as the difference between the actualized room block revenue and eighty percent (80%) of the room block guarantee and the following terms will apply:

Attrition fees will be billed separately from the rest of the AT&T Conference Center bill, and no interest will accrue on attrition fees until thirty (30) days after invoice or billing.

On any event day where the overall occupancy at the AT&T Conference Center is equal to or greater than 95%, Customer will receive credit for full achievement of the contracted guest room block for that day.

**B. MEETING ROOMS**

The Performing Agency agrees that it will provide, and Receiving Agency agrees that it will be responsible for utilizing the services in the pattern set forth below.

Date	Time	Event	Room	Setup	AGR	Room Rental
Mon, 08/10/20	7:00 AM - 11:00 PM	Ad Hoc Meeting	102.A	Conference Style	6	
Mon, 08/10/20	7:00 AM - 11:00 PM	Office	102.B	Conference Style	10	

Mon, 08/10/20	7:00 AM - 11:00 PM	Office	102.C	Conference Style	10	
Mon, 08/10/20	7:00 AM - 11:00 PM	Registration	Registration Desk	Existing Setup	4	
Mon, 08/10/20	7:00 AM - 11:00 PM	Oil/Gas Set Up	Zlotnik Ballroom	See Diagram	450	
Mon, 08/10/20	7:00 AM - 11:00 PM	Pipeline Setup	Grand Ballroom	See Diagram	300	
Mon, 08/10/20	7:00 AM - 11:00 PM	Pipeline Setup	Conference Room 301	Classroom	80	
Mon, 08/10/20	6:00 PM - 8:00 PM	Reception (TENTATIVE)	Zlotnik Prefunction	Existing Setup	500	
Tue, 08/11/20	7:00 AM - 11:00 PM	Ad Hoc Meeting	102.A	Conference Style	6	
Tue, 08/11/20	7:00 AM - 11:00 PM	Office	102.B	Conference Style	10	
Tue, 08/11/20	6:00 AM - 11:00 PM	Office	102.C	Conference Style	10	
Tue, 08/11/20	7:00 AM - 11:00 PM	Registration	Meeting Registration Desk	Existing Setup	4	
Tue, 08/11/20	7:00 AM - 11:00 PM	Oil/Gas Mtg	Zlotnik Ballroom	Classroom	450	
Tue, 08/11/20	7:00 AM - 11:00 PM	Pipeline Mtg	Grand Ballroom	Classroom	300	
Tue, 08/11/20	7:00 AM - 11:00 PM	Pipeline Mtg	Conference Room 301	Classroom	80	
Tue, 08/11/20	7:00 AM - 5:00 PM	Breaks Full Day	Zlotnik Ballroom Prefunction	Existing Setup	450	
Tue, 08/11/20	7:00 AM - 5:00 PM	Breaks Full Day	Grand Ballroom Prefunction	Existing Setup	300	
Tue, 08/11/20	12:00 PM - 1:30 PM	Oil/Gas Lunch	Zlotnik Prefunction	Existing Setup	450	
Tue, 08/11/20	12:00 PM - 1:30 PM	Pipeline Lunch	Grand Ballroom Prefunction	Existing Setup	300	
Tue, 08/11/20	7:00 AM - 7:00 PM	Mommy room	Breakout 109	Existing Setup		
Wed, 08/12/20	7:00 AM - 5:00 PM	Ad Hoc Meeting	102.A	Conference Style	6	
Wed, 08/12/20	7:00 AM - 5:00 PM	Office	102.B	Conference Style	10	
Wed, 08/12/20	6:00 AM - 5:00 PM	Office	102.C	Conference Style	10	
Wed, 08/12/20	7:00 AM - 5:00 PM	Registration	Meeting Registration Desk	Existing Setup	4	

Wed, 08/12/20	7:00 AM - 5:00 PM	Oil/Gas Mtg	Zlotnik Ballroom	Classroom	450	
Wed, 08/12/20	7:00 AM - 5:00 PM	Pipeline Mtg	Grand Ballroom	Classroom	300	
Wed, 08/12/20	7:00 AM - 5:00 PM	Pipeline Mtg	Conference Room 301	Classroom	80	
Wed, 08/12/20	7:00 AM - 5:00 PM	Breaks Full Day	Zlotnik Ballroom Prefunction	Existing Setup	450	
Wed, 08/12/20	7:00 AM - 5:00 PM	Breaks Full Day	Grand Ballroom Prefunction	Existing Setup	300	
Wed, 08/12/20	12:00 PM - 1:30 PM	Oil/Gas Lunch	Zlotnik Prefunction	Existing Setup	450	
Wed, 08/12/20	12:00 PM - 1:30 PM	Pipeline Lunch	Grand Ballroom Prefunction	Existing Setup	300	
Wed, 08/12/20	7:00 AM - 5:00 PM	Mommy room	Breakout 109	Existing Setup		

**PACKAGE RATE INFORMATION**

**(All packages require a minimum charge of 25 attendees AND CUSTOMER AGREES TO THE CONTRACTED SET BREAK TIMES AND CHEF'S CHOICE ON MENU ITEMS FOR ALL PACKAGES)**

**The Day Meeting Package ("DMP") begins on Tuesday, August 11, 2020, through departure on Wednesday, August 12, 2020 at \$104.00 per person per day.**

- AM/PM Continuous Communal Break Service -  
(Continuous Hot and Cold Beverages, Chef's Selection of Morning Snacks from 7:30am until 10:30am, Hot Break Items until 9am, Chef's Selection of Afternoon Sweet and Salty Snacks from 2:30pm – 4pm)
- Buffet Lunch for each group
- General Session Rooms
- Pads and Pens
- Food Service Charges
- Dedicated Conference Manager
- Standard Audio Visual Package  
(LCD projector, amplified sound, (1) flip chart with pad and markers, screen, white boards, lectern)

	Tue	Wed	# Pkgs	Cost Per	Total
<b>Date</b>	8/11	8/12			
<b>Full Day Mtg w/lunch for Oil/Gas</b>	450	450	900	\$104	\$93,600
<b>Full Day Mtg w/lunch for Pipeline Safety</b>	300	300	600	\$104	\$62,400
<b>Total:</b>					\$156,000

**Prices subject to change.**

## **2. Catering / Banquet**

Receiving Agency will provide written confirmation of specific menu selections and prices, meeting room set up requirements, and any other arrangements to the Performing Agency, no later than ten (10) business days prior to the Event. The Performing Agency will consider these final details as Receiving Agency's confirmed request. The Performing Agency will set for five percent (5%) more than the confirmed request. Guarantee increases over 10% of the original guarantee received shall incur a price increase as follows: 48 to 24 hours prior – 15%, 24 to 18 hours prior – 20%, 18 hours or less – 35%. Menu may deviate due to availability of product.

The Performing Agency non-package menu prices are subject to change. Non-package banquet food and beverage prices cannot be guaranteed more than three months prior to the scheduled event. All non-package banquet food and beverage prices are subject to applicable service charges, state and local taxes.

## **3. Billing Arrangements**

- The individual guests are responsible for their own guest room and incidental charges. Receiving Agency is responsible for all other meeting related charges including, but not limited to, food and beverage, audiovisual and conference space rental.

## **4. Parking**

The Performing Agency has a substantial amount of parking that is available on a first come, first serve basis though there is no guarantee of available parking in the Performing Agency parking garage. Additional parking is available nearby at the prevailing rates and terms.

- Parking is the responsibility of the individual guest

## **5. Event Space**

Appropriate Event space will be assigned to suit the specific requirements of the Receiving Agency's meeting. Due to the possibility of changes in the number of attendees, the Performing Agency will reserve the right to reassign all meeting space if the number of attendees is changed after execution of the Contract. Any meeting space set-up changes made within 48 hours of the event date are subject to a minimum \$350 labor charge.

## **6. Signs and Displays**

No signs, banners or displays shall be created, displayed or affixed in any part of the AT&T Executive Education and Conference Center without the prior approval of the Performing Agency. All signs, banners or displays of any kind must comply with applicable industry standards and approved through your Conference Services Manager.

## **7. Packages**

All packages sent to the Performing Agency should be received within but not before seven days of the Event and marked with the date and name of Event. All boxes sent to the Performing Agency exceeding fifty (50) pounds will be assessed a package handling fee of \$40.00 per box.

#### **8. Receiving Agency-Provided LCD Projector**

Receiving Agency may provide their own LCD Projector for use within the Performing Agency; however, a one-time LCD Technical Support Package fee of \$170 per room will apply. The LCD Technical Support Package includes: AV Cart, Extension Cord, Power Strip, VGA Cable, Electric Hook-Up, and minimal Technical Assistance. If additional assistance from an AV Technician is required with this Receiving Agency-provided equipment, a minimum tech charge of \$100 for up to two hours of assistance will apply.

#### **9. Receiving Agency-Provided Audiovisual Equipment Or Computer Equipment**

Receiving Agency may provide its own Audiovisual or Computer Equipment for use within the Performing Agency; however, a onetime Connectivity Fee/Electrical Distribution Fee may be assessed based upon estimated usage. If assistance from an AV Technician is required with this Receiving Agency-provided equipment, a minimum tech charge of \$100 for up to two hours of assistance will apply.

#### **10. Fire Safety Inspection**

The Performing Agency certifies that it is in compliance with relevant provisions of the Texas Government Fire Safety Code, or locally adopted fire code, and that the Performing Agency has had a fire safety inspection within the past twelve months. This Agreement may be terminated in its entirety, without penalty or recourse, by the Receiving Agency or by order of the Texas State Fire Marshal or the Fire Marshal with local jurisdiction, if this certification is inaccurate.

### **III. Contract Amount**

The total amount of this contract shall not exceed \$166,000 (**One Hundred Sixty Six Thousand Dollars**).

### **IV. Payment of Services**

Performing Agency will invoice Receiving Agency for services upon complete performance of the services.

In accordance with Chapter 771, *Texas Government Code*, Receiving Agency shall reimburse Performing Agency for services satisfactorily performed from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Agency.

### **V. Warranties**

Performing Agency warrants that (1) it has authority to perform the services under authority granted in Section 65.31, *Texas Education Code* and Chapter 771, *Texas Government Code*; and (2) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Receiving Agency warrants that (1) it has the authority to contract for the services under authority granted in Chapter 771, *Texas Government Code*, and Chapter 771, *Texas Government Code*; and (2) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

**VI. Term of the Contract**

This contract is effective as of the later of October 10, 2019, or date fully executed by both parties ("Effective Date") and shall terminate September 30, 2020, **unless it is terminated earlier in accordance with its terms.**

**VII. Termination**

In the event of a material failure by a Contracting Agency to perform its duties and obligations in accordance with the terms of this Contract, the other agency may terminate this Contract upon 30 days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating agency. The termination will not be effective if the material failure is fully cured prior to the end of the 30-day period.

Notwithstanding any other provision of this Contract, if funds for the continued fulfillment of this contract by Receiving Agency are at any time not forthcoming or are insufficient, through failure of any entity to appropriate funds or otherwise, then Receiving Agency will have the right to terminate this Contract at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding.

This Contract terminates automatically if, because of changes in federal or state law, either party is unable to perform its obligations under this agreement.

**VIII. Miscellaneous**

**CANCELLATION**

Either AT&T Conference Center or Customer may cancel this Agreement without cause upon written notice to the other party at any time prior to the Event and upon payment from the cancelling party of liquidated damages in an amount calculated according to the terms outlined below (the "Cancellation Charges"), plus applicable taxes.

Canceled # of Days Prior to the Event	% of Lost Guest Room Revenue	% of Lost Conf. Room, Catering, Equip., and/or Auxiliary Activities Revenue
	\$84,600	\$156,000
<b>Contract Signature to:</b>		
181 days or greater	50%	25%
180 to 90 days	75%	50%
89 or less days	100%	75%

**1. Force Majeure**

Neither party hereto will be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, civil unrest, flood, fire, tsunami, volcano, sabotage, air space closure, ground stop(s), a U.S. Department of State Travel Warning or any other circumstances of like character ("force majeure occurrence").

**2. Americans with Disabilities Act**

The Performing Agency shall provide, to the extent required by the Americans with Disabilities Act, such auxiliary aids and/or services as may be reasonably requested by Receiving Agency, provided that

Receiving Agency gives reasonable advance written notice to the Performing Agency of such needs. Receiving Agency shall be responsible for the cost of any auxiliary aids and services (including engagement of and payment of specialized service providers, such as sign language interpreters), other than those types and quantities typically maintained by the Performing Agency.

**3. Venue: Governing Law**

This Agreement shall be construed, interpreted, applied and enforced under the laws of the State of Texas. Should a dispute arise under this agreement, Travis County, Texas, shall be the proper place of venue.

**4. Records**

Performing Agency agrees to retain all financial records, supporting documents, statistical records, and all other records pertinent to the agreement for a period of three years which includes the current year with the following qualification: If any litigation, claim, or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved. The retention period starts from the date of the submission of the final expenditure report or from the date of Receiving Agency's final payment under the agreement, whichever date is later.

Upon request, either party shall make all records, books, papers, documents, or recordings related to this agreement available for inspection, audit, or reproduction during normal business hours to the Texas State Auditor and any authorized representative of the other party.

**5. Audit of Records**

Performing Agency understands that acceptance of funds under this agreement acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an investigation in connection with those funds. Performing Agency further agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. Performing Agency will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Performing Agency and the requirement to cooperate is included in any subcontract it awards.

**6. Public Information Act**

Information, documentation, and other material in connection with this contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). Data of either party that may be provided to the other party in connection with this contract may be confidential by law and, therefore, exempt from disclosure under the Public Information Act. Each party is responsible for complying with the requirements of the Public Information Act in regard to any request for the other party's data. In the event either party receives a request for information relating to this contract, the party will promptly notify the other party so that either party may assert any confidentiality privilege it believes applicable.

**IX. Certifications**

The Contracting Agencies certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected State agencies, (2) the

proposed arrangements serve the interest of efficient and economical administration of the State of Texas, and (3) the services, supplies or materials contracted for are not required by Section 21, Article 16 of the *Texas Constitution* to be supplied under contract given to the lowest responsible bidder.

**X. Acceptance**

When signed by authorized representatives of both parties, this contract constitutes a binding agreement between Receiving Agency and the Performing Agency as of the Effective Date. This Contract, with exhibits attached (if any) constitutes the entire agreement between the parties and may not be amended or changed unless done so in a writing signed by the Performing Party and Receiving Agency. The undersigned represent that they are authorized to sign and enter into this contract. Notice may be sent and will be considered effective as of the date and time of receipt. The above terms and conditions currently are being held by the Performing Party on a first option, tentative basis. To confirm this as a definite program, please review the contract and indicate your approval by signing below and returning the entire contract to our office by **October 25, 2019**. If we do not receive your signed contract by the specified date, we cannot continue to hold space. Should another group request your dates prior to your option date, we will notify you and you will have 48 hours to confirm this contract or release the space.

**Performing Agency:**

The University of Texas at Austin  
AT&T Executive Education and Conference Center

By: Alison Berg

Name: Alison Berg

Title: Director of Sales and Marketing

Date: 10/11/19

**Receiving Agency:**

Texas Railroad Commission

By: Wei Wang  
DocuSigned by:  
Wei Wang  
A320E7A78D0166A

Name: Mr. Wei Wang

Title: Executive Director

Date: 11/6/2019