



Catering Guidelines

Food Service

ABSOLUTELY no food or beverage may be brought in to or taken from the banquet facilities, with the exception of special occasion cakes. Any violation of this will result in closing of the event immediately. No refunds will be given. Menu decisions must be made within 2 weeks of booking the function, unless other arrangements have been made with the catering representative. A 20% taxable Service Charge will be added to all food and beverage purchases. An 8.25% Sales Tax will then be added to the total amount. Prices are subject to change with 30-day advance notice. The customer is required to submit a firm guarantee no later than noon, three business days prior to the scheduled event. All charges will be based on the guarantee or the actual number served if greater than the guarantee.

Beverage Service - No alcohol

The only alcoholic beverages permitted on hotel premises are those dispensed by the hotel in accordance with its liquor license. Any alcoholic beverages brought in to the banquet facilities by yourself or guests of your event will be confiscated and the event will be closed IMMEDIATELY, requiring all guests to leave the hotel property. No refunds will be given. If alcoholic beverages are to be served, the hotel's alcoholic beverages license requires the hotel to request proper identification (photo ID) of any person of questionable age and refuse alcoholic beverage service if the person is either under age or cannot produce identification. It is the hotel's right to refuse beverage service to any person who, in the hotel's judgment, appears intoxicated, threatening or disorderly. Additionally, the hotel reserves the right to close any and all alcoholic beverage service at any time based on guest and facility safety and security.

Room Arrangements Seating arrangements are determined by the guaranteed number of guests. Banquet rooms will be set according to your instructions, with a maximum of 5% over the guaranteed number of guests. If round tables are specified, 8 to 10 guests will normally be seated at each table. A diagram of the room set up is requested at least 1 week prior to the event date or the hotel will set the room as they see appropriate. **Any alterations made to the room set up after the room is completed will result in a \$50-\$500 re-set fee, to be determined by the hotel.** Function rooms are assigned according to anticipated number of guests and set up requirements at the time of booking. Should these factors change, the hotel reserves the right to transfer the function to a more appropriate room, if available, without notice. The meeting room assignment is NOT guaranteed.

Payment Policy A \$500 deposit or credit card is required to reserve banquet space unless other arrangements have been made through the sales office. (This deposit will be refunded AFTER the event, if no balance remains.) The entire balance is due 30 days prior to the event. A credit card is **REQUIRED** for all events, even if prepayment is received. The final balance, if any, will be subtracted from the deposit, or charged to the credit card on file. If payment is not received by the required date, the room will not be set and will be available for resale. Cancellation and/or set up fees will be charged. **Corporate direct billing must be paid within 30 DAYS or credit card on file will be charged. See Attachment A**

Cancellation Policy If you must cancel a scheduled event, the following policy will apply: 30+ days prior to event, no charge. 10-30 days prior to event, 50% of the estimated balance will be charged. Less than 10 days prior to event, the total estimated balance is charged. The estimated balance includes any banquet rental and food and/or beverage ordered. **NO DEPOSITS WILL BE REFUNDED.**

Packages Materials shipped to the hotel prior to your event need to be labeled with your event name & event date. **The hotel is not responsible for return shipment of any packages.**

Damage / Decorations The MCM Eleganté Hotel is not responsible for any damage or loss to any merchandise belonging to the host or their guests located in the hotel prior to, during or after any function. *The host is responsible for any damage incurred to the hotel, including those involving the use of any independent contractor arranged by the host or their representative. The hotel will not permit the affixing of anything to the walls or ceiling without approval by the catering representative. The use of rice, birdseed, sand, glitter, and confetti is not permitted. **A cleaning fee of \$50-\$500 will be charged to host if restrictions are not adhered to.**

*To the extent permitted by law,

See Attachment B

Customer Signature _____

Tom McLarty

3/3/2020

Date _____

[Handwritten signature]

Texas Workforce Commission

A Member of Texas Workforce Solutions

Bryan Daniel, Chairman
Commissioner Representing
the Public

Julian Alvarez
Commissioner
Representing Labor

Aaron Demerson
Commissioner Representing
Employers

Edward Serna
Executive Director

Attachment A to Contract MCM Elegante Hotel, Odessa, Texas And the Texas Workforce Commission

CANCELLATION POLICY

As a matter of state law the Texas Workforce Commission (TWC) cannot enter into any agreement which includes a cancellation and attrition policy charging or assessing a penalty for service not yet rendered. In order to work within those constraints, the cancellation and attrition policy provisions of this contract have been deleted.

TWC will inform MCM Elegante Hotel, Odessa, Texas immediately of our intent to cancel the subject event. It is further understood that TWC will not cancel this contract for the purpose of moving the subject event to another hotel or conference property.



Texas Workforce Commission

A Member of Texas Workforce Solutions

Bryan Daniel, Chairman
Commissioner Representing
the Public

Julian Alvarez
Commissioner Representing
Labor

Aaron Demerson
Commissioner Representing
Employers

Edward Serna
Executive Director

Attachment B to Contract with MCM Elegante Hotel, Odessa, Texas And the Texas Workforce Commission

As a matter of state law the Texas Workforce Commission cannot enter into a "hold harmless" agreement with a vendor, nor can we expend appropriated funds to secure the liability insurance. The law narrowly defines and limits those matters for which a state agency or employee may be liable and caps damages in a similar fashion. Further, under established case law a public official purporting to contract beyond those limits may be personally liable for damages incurred.

TWC has no discretion in this matter. We are involuntarily at risk to the extent dictated by the Tort Claims Act; conversely, we lack the authority to expand the scope of that risk.

In short, the Legislature has provided that agencies of the state be "self-insured" for certain purposes in certain amounts. We are liable to that extent; more we cannot do.

In this context the following is attached to the Contract between the Texas Workforce Commission and MCM Elegante Hotel, Odessa, Texas.

ACKNOWLEDGMENT OF LIMITED LIABILITY

I hereby acknowledge that the Texas Workforce Commission as an agency of the State of Texas, is liable for the wrongful acts or omissions, or the negligent acts of its employees to the extent and for the amounts specified by the Texas Tort Claims Act.



Edward Serna, Executive Director
Texas Workforce Commission





5200 E. University, Odessa, TX 79762 Tel: 432-368-5885 Fax: 432-362-8958

Folio #: 3038764
BEO # 112144-01
February 19, 2020

Banquet Event Order

Account:01-Texas Business Conference		Event Date: Thursday, July 23, 2020	
BEO Name: Conference	Contact: Jessica Towns	Phone: 512.463.0016	Ext:
Address:	Fax:	Email: jessica.towns@twc.state.tx.us	
On-Site contact:	Booked By: Melissa Aguilar	Catering SRV: Melissa Aguilar	
Method of Payment: Pre Pay			

Room Rental: \$1,000.00

Date	Time	Room	Function	Setup	GTD	SET
7/23/20	2:00PM - 11:59PM	Caribbean Ballroom	Conference	Classroom	210	210
7/23/20	6:30PM - 10:00PM	Waterfront Room	See Notes	See Notes for Set	210	0

From 2:00PM to 11:59PM in the Caribbean Ballroom for 210 people - Conference - Conference

FOOD MENU

SETUP

COMING TO SET UP ONLY **SEE DIAGRAM**

- Set up for 210 ppl classroom style
- podium, stage
- small table next to podium
- 2 projector carts
- bringing own AV Equipment

BEVERAGE MENU

AUDIO VISUAL

- 1 Standing/Table Top Podium @ N/C
- 2 Extension Cord and Power Strip @ 8.00 ea.
- 2 Projector Cart or Table @ N/C
- 2 Staging/Risers @ 25.00 ea.

SPECIAL CHARGES

From 6:30PM to 10:00PM in the Waterfront Room for 0 people - Conference - See Notes

FOOD MENU

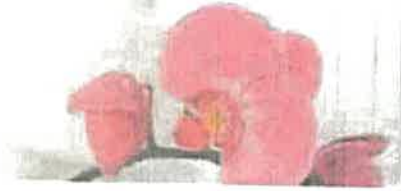
SETUP

16 6ft Tables Around The Wall

BEVERAGE MENU

AUDIO VISUAL

SPECIAL CHARGES



5200 E. University, Odessa, TX 79762 Tel: 432-368-5885 Fax: 432-362-8958

Folio #: 3038764
 BEO # 112144-02
 February 19, 2020

Banquet Event Order

Account: 01-Texas Business Conference		Event Date: Friday, July 24, 2020	
BEO Name: Conference	Contact: Jessica Towns	Phone: 512.463.0016	Ext:
Address:	Fax:	Email: jessica.towns@twc.state.tx.us	
On-Site contact:	Booked By: Melissa Aguilar	Catering SRV: Melissa Aguilar	
Method of Payment: Pre Pay			

Room Rental: \$2,000.00

Date	Time	Room	Function	Setup	GTD	SET
7/24/20	6:30AM - 4:30PM	Caribbean Ballroom	Conference	Classroom	225	200
7/24/20	7:30AM - 8:45AM	Caribbean Ballroom	Breakfast	Custom	225	225
7/24/20	8:00AM - 5:00PM	Waterfront Room	See Notes	See Notes for Set	225	0
7/24/20	9:45AM - 10:20AM	Caribbean Ballroom	Breakfast	Custom	225	225
7/24/20	11:45AM - 1:00PM	Caribbean Ballroom	Lunch	Custom	225	225
7/24/20	2:15PM - 2:50PM	Caribbean Ballroom	Meeting	Custom	225	225

From 6:30AM to 4:30PM in the Caribbean Ballroom for 200 people - Conference - Conference

FOOD MENU

SETUP

Same set up as previous day

BEVERAGE MENU

AUDIO VISUAL

- 1 Standing/Table Top Podium @ N/C
- 2 Extension Cord and Power Strip @ 8.00 ea.
- 2 Projector Cart or Table @ N/C
- 2 Staging/Risers @ 25.00 ea.

SPECIAL CHARGES

From 7:30AM to 8:45AM in the Caribbean Ballroom for 225 people - Breakfast - Breakfast

FOOD MENU

SETUP

Continental Breakfast
 Freshly brewed Starbucks regular and decaffeinated coffees, assorted fruit juices, assorted breakfast breads, and a variety of sliced fruit. Includes beverage replenishment until 10:30am.

225 @ \$ 11:00 per Each

BEVERAGE MENU

AUDIO VISUAL

SPECIAL CHARGES



5200 E. University, Odessa, TX 79762 Tel: 432-368-5885 Fax: 432-362-8958

Folio #: 3038764
 BEO # 112144-02
 February 19, 2020

Banquet Event Order

Account:01-Texas Business Conference		Event Date: Friday, July 24, 2020	
BEO Name:	Conference	Contact:	Jessica Towns
Address:		Phone:	512.463.0016 Ext
On-Site contact:		Fax:	
Method of Payment:	Pre Pay	Email:	jessica.towns@twc.state.tx.us
		Booked By:	Melissa Aguilar
		Catering SRV:	Melissa Aguilar

From 8:00AM to 5:00PM in the Waterfront Room for 0 people - Conference - See Notes

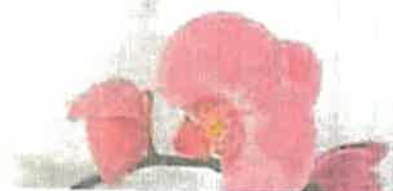
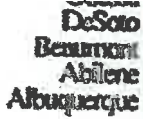
FOOD MENU	SETUP
	16 Vendor Tables Around The Wall
BEVERAGE MENU	AUDIO VISUAL
	SPECIAL CHARGES

From 9:45AM to 10:20AM in the Caribbean Ballroom for 225 people - Breakfast - Breakfast

FOOD MENU	SETUP
Assorted Whole Fruit 125 @ \$ 1.00 per Each	
Assorted Breakfast Burritos 25 @ \$ 18.00 per Dozen	
Assorted Pastries: Scones, muffins, & cinnamon rolls 25 @ \$ 18.00 per Dozen	
BEVERAGE MENU	AUDIO VISUAL
	SPECIAL CHARGES

From 11:45AM to 1:00PM in the Caribbean Ballroom for 225 people - Lunch - Lunch

FOOD MENU	SETUP
Taste of Texas Potato Salad Cole Slaw Ranchero Beans Assorted Relish Tray Homemade Corn Bread and Rolls Iced Tea Tender Smoked Brisket Smoked Sausage 225 @ \$ 22.00 per Each	



5200 E. University, Odessa, TX 79762 Tel: 432-368-5885 Fax: 432-362-8958

Folio #: 3038764
BEO # 112144-02
February 19, 2020

Banquet Event Order

Account: 01-Texas Business Conference		Event Date: Friday, July 24, 2020	
BEO Name:	Conference	Contact:	Jessica Towns
Address:		Phone:	512.463.0016 Ext
On-Site contact:		Fax:	
Method of Payment:	Pre Pay	Email:	jessica.towns@twc.state.tx.us
		Booked By:	Melissa Aguilar
		Catering SRV:	Melissa Aguilar

BEVERAGE MENU

AUDIO VISUAL

SPECIAL CHARGES

From 2:15PM to 2:50PM in the Caribbean Ballroom for 225 people - Meeting - Meeting

FOOD MENU

SETUP

- Meat & Cheese Tray - Serves 25 ppl
- Assorted deli meats and domestic cheeses. Served with assorted crackers.
- Iced Tea per Um 10 @ \$150.00 per Each
- Lemonade 20 @ \$ 20.00 per Um
- Assorted Cookies 20 @ \$ 20.00 per Gallon
- 30 @ \$ 15.00 per Dozen

BEVERAGE MENU

AUDIO VISUAL

SPECIAL CHARGES

All charges are subject to applicable taxes and service charges. All meeting rooms are subject to change. Tax exempt forms must be presented prior to event to receive benefit.

The above Banquet Event Order confirms all arrangements for your scheduled function. Please review this document carefully and indicate your acceptance and approval by signing below and returning a signed copy of each page upon receipt. A final guarantee of attendance is due 72 hours prior to arrival. Event cancellations within 14 days will be subject to full charges. Weddings and special catered events cancelled less than six months prior to the event will forfeit initial deposit. If a revised guarantee is not received by the 72 hour cut-off, the number indicated in the Guests field will be used for billing purposes. Thank you. We look forward to hosting your event. See Attachment A

This BEO was printed on 19 February 2020 at 2:52 PM.

Client Authorization

Hotel Authorization

Signature: Tom McLarty Date: 3/3/2020

Signature: Melissa Aguil Date: March 3, 2020

Certificate Of Completion

Envelope Id: C7C22F86FCD7416C863F9879357FE86C	Status: Completed
Subject: Please DocuSign: Hotel signed Elegante Contract Odessa.pdf	
docSeqId:	
docType:	
Source Envelope:	
Document Pages: 7	Signatures: 2
Certificate Pages: 4	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Nicole Rozas
Time Zone: (UTC-06:00) Central Time (US & Canada)	101 E. 15th Street, Room 0154-B
	Austin, TX 78778
	nicole.rozas@twc.state.tx.us
	IP Address: 204.65.0.20

Record Tracking

Status: Original	Holder: Nicole Rozas	Location: DocuSign
3/3/2020 2:36:40 PM	nicole.rozas@twc.state.tx.us	

Signer Events

Signature	Timestamp
Tom McCarty Tom.mccarty@twc.state.tx.us Director, External Relations Division Security Level: Email, Account Authentication (None)	Sent: 3/3/2020 2:38:17 PM Viewed: 3/3/2020 2:41:00 PM Signed: 3/3/2020 2:41:16 PM
Signature Adoption: Pre-selected Style Using IP Address: 174.207.1.20 Signed using mobile	

Electronic Record and Signature Disclosure:
 Accepted: 3/3/2020 2:41:00 PM
 ID: b60a9b70-33d3-4fb7-84da-384ff1660dc4

In Person Signer Events

Signature	Timestamp
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Editor Delivery Events

Status	Timestamp
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Agent Delivery Events

Status	Timestamp
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Intermediary Delivery Events

Status	Timestamp
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Certified Delivery Events

Status	Timestamp
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Carbon Copy Events

Status	Timestamp
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Witness Events

Signature	Timestamp
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Notary Events

Signature	Timestamp
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Envelope Summary Events

Status	Timestamps
Envelope Sent	Hashed/Encrypted 3/3/2020 2:38:18 PM
Certified Delivered	Security Checked 3/3/2020 2:41:00 PM
Signing Complete	Security Checked 3/3/2020 2:41:16 PM
Completed	Security Checked 3/3/2020 2:41:16 PM

Payment Events

Status	Timestamps
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Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Carahsoft obo Texas Workforce Commission (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree"™ button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact Carahsoft obo Texas Workforce Commission:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: heather.hall@twc.state.tx.us

To advise Carahsoft obo Texas Workforce Commission of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at heather.hall@twc.state.tx.us and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Carahsoft obo Texas Workforce Commission

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to heather.hall@twc.state.tx.us and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft obo Texas Workforce Commission

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to heather.hall@twc.state.tx.us and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree"™ button below.

By checking the "I agree"™ box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft obo Texas Workforce Commission as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft obo Texas Workforce Commission during the course of my relationship with you.