



GROUP SALES AGREEMENT

This Agreement is made and entered into as of Wednesday, July 12, 2023, by and between **Urbana Varro Hospitality Management Company, LLC as agent, UVH Arlington, LLC dba Sheraton Arlington** (hereinafter referred to as "Hotel") and **Texas Workforce Commission (TWC)** (hereinafter referred to as "Group"). Group agrees that the terms of this Agreement are based upon the information provided by below.

SECTION ONE: DESCRIPTION OF THE EVENT

Group Contact		Hotel Contact	
Company/Organization:	Texas Workforce Commission (TWC)	Hotel:	Sheraton Arlington Hotel
Event Name:	Texas Workforce Commission (TWC)	Website:	www.sheratonarlingtonhotel.com
Contact Name:	Nicole Rozas	Contact Name:	Belinda Schult
Contact Phone:	(512) 626-3558	Contact Phone:	817-548-2812
Email:	Nicole.rozas@twc.texas.gov	Email:	Belinda.Schult@sheratonarlingtonhotel.com

SECTION TWO: GROUP ROOM RESERVATIONS

GUEST ROOM ACCOMMODATIONS: Hotel will hold the following block of rooms for Group's Use. Unless as indicated in this Agreement, Hotel does not guarantee any particular rooms nor does it guarantee that rooms will be in proximity to each other.

2023	September 27	September 28	September 29
Run of House	25	25	c/o

Check In Time: 3:00 PM

Check Out Time:

12:00 PM Noon

TOTAL NUMBER OF ROOM NIGHTS:

Total #50

CUT OFF DATE: Wednesday, September 6, 2023. After this date, rooms not covered by a rooming list or individual reservations, shall be released from Group's room block and Hotel may contract with other parties for the use of such rooms. At the Cutoff Date, Hotel will review the reservation pickup for the meeting, release the unreserved rooms for general sale, and determine whether it can accept reservations based on space and rate available basis after this date.

GUEST ROOM RATES

The Hotel is pleased to confirm the following room rates for this group:

Room	Single	Double
Run of House	\$167.00	\$167.00

The rate offered is based on the length of stay and arrival / departure pattern listed above. Group agrees that the room block listed is accurate. If guest arrival / departure patterns do not confirm with the above room block, Hotel reserves right to limit guestroom availability.

There is currently a fee of \$1.90 assessed by the Arlington Entertainment District Authority, a fee of 2% by the Arlington Tourism Public Improvement District and the current occupancy tax is 15%.

Hotel room rates are subject to applicable state and local occupancy taxes. If Group is tax-exempt, it must present all documentation required by Hotel and pay in the manner specified by Hotel. TWC can provide a service authorization or purchase order. Payment is due within 30 days of receipt by TWC of a complete and accurate invoice in accordance with the State of Texas Prompt Payment Act, Tex. Gov't Code, Ch. 2251. If payment is not received within thirty (30) days, interest will accrue on the overdue amount in accordance with the State of Texas Prompt Payment Act, Texas Government Code Chapter 2251.

SPECIAL CONCESSIONS: In consideration of the Room Night Commitment and the functions identified on the Function Information Agenda/Event Agenda, Hotel will provide the following special concessions:

- Complimentary self-parking
- Complimentary WIFI in all guestrooms
- Triple Crown will be available if needed for group September 27 – 29. Group must inform hotel (2) weeks prior to arrival set-up requirements for meeting room.
- *NO OUTSIDE FOOD & BEVERAGE ALLOWED IN MEETING ROOM*

METHOD OF RESERVATIONS:

ROOMING LIST: Group must submit a rooming list to Hotel by **Texas Workforce Commission (TWC)**. The list must indicate the name of each guest, the types of sleeping room desired (single, double), the arrival and departure dates of each guest.

SECTION THREE

BILLING/CREDIT PROCEDURES

PAYMENT PROCEDURES:

- **Credit Card for all rooms and taxes**
- **Each Individual will be responsible for their own incidental charges**

For Master Account charges, the Hotel accepts major credit cards or wire transfers. The appropriate payment authorization forms and/or applications must be received by the Hotel at time of signing contract. If you elect to pay with a major credit card, you authorize the Hotel to bill the credit card for all applicable charges. Credit Card payments in excess of \$10,000 or higher are subject to the credit card processing fee of 2.5%.

In the event any payment is not timely received by the Hotel or Group fails to timely perform any other obligation set forth herein, Group shall be in breach and the Hotel may, at its sole discretion, have the option of attempting to resell Group's guest rooms and meeting space by providing you with written notice.

SECTION FOUR: CANCELLATION/MODIFICATION

CANCELLATION OF ROOM RESERVATIONS:

Guest must obtain a cancellation number.

CANCELLATION/ATTRITION: 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 Sheraton Arlington Hotel, Arlington, 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. If Hotel cancels this Agreement or is unable to provide the requested rooms or meeting space, the Hotel will work with Group to arrange alternative accommodations and space at the prices set forth herein. Hotel will arrange for comparable space in the same vicinity of the Hotel and shall provide, without charge, necessary transportation between the alternative site and the Hotel.

Estimated total event revenue for this program is \$8,350.00

SECTION FIVE: MISCELLANEOUS

SHIPPING AND PACKAGES: In the event Group will be shipping packages to Hotel, Group must notify Hotel at least one week in advance. All packages sent to Hotel must include the name of Group, date of program and number of items. Shipment should arrive no earlier than three (3) days prior to event. Hotel has no liability for the delivery, security or condition of the packages.

SIGNING AUTHORITY. The following individuals have the proper authority to sign for the Master Account and/or act on behalf of and bind the Group pursuant to the terms of this Agreement:

Name: Jennifer Hart

Name: _____

HOTEL CONTACT/NOTICES: All notices, offers, acceptances, requests and other communications hereunder shall be in writing and shall be deemed to delivered if hand delivered or sent by Federal Express, or certified or registered mail to the Group contact on the first page of this Agreement, or, if to Hotel, to the following address: Hotel Address: 1500 Convention Center Dr. Arlington, TX 76011; Attn: Meeting Planner. Hotel may change Hotel's designated contact at any time upon notice. Hotel will not be bound by any notice unless delivered to Hotel in the manner specified herein.

SECTION SIX: GENERAL PROVISIONS

GROUP'S PROPERTY: Group agrees Hotel will not be responsible for the safe-keeping of equipment, supplies, written material or other valuable items left in function rooms, guest rooms or anywhere on Hotel property other than the Hotel safe. State laws will govern Hotel's liability for items stolen in guestrooms or items kept in Hotel's safe. Group is responsible for securing any such aforementioned items and hereby assumes responsibility for loss thereof. Group may not rely on any verbal or written assurances provided by Hotel staff, other than as provided in this Agreement.

INSURANCE: As a matter of state law the Texas Workforce Commission cannot enter into a "hold harmless" agreement with a vendor, nor can the Group 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. The Group is involuntarily at risk to the extent dictated by the Tort Claims Act; conversely, the Group lacks 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. The Group are liable to that extent; more the Group cannot do.

FORCE MAJEURE: The performance of this Agreement is subject to any circumstances making it illegal or impossible to provide or use Hotel facilities, including Acts of God, war, government regulations, disaster, strikes, civil disorder or curtailment of transportation facilities. This Agreement may be terminated for any one of the above reasons by written notice from Hotel.

DISPUTE RESOLUTION: Hotel and Group agree to use its best efforts to resolve any disputes under this Agreement through informal means. In the unlikely event that formal action must be taken, this Agreement will be interpreted in accordance with the laws of Texas and the exclusive venue for any dispute arising out of this Agreement shall be in Travis County.

Chapter 2260 of the Texas Gov't Code establishes a dispute resolution process involving units of state government. To the extent that Chapter 2260, Texas Gov't Code, is applicable to this contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve any claim for breach of contract against TWC that cannot be resolved in the ordinary course of business.

ENTIRE AGREEMENT: This Agreement, attachments and any Exhibits hereto constitutes the entire agreement between the parties and supersedes any previous communications, representations or agreements, whether written or oral. Any changes to this Agreement must be made in writing and signed by authorized representative of each party.

MISCELLANEOUS: The persons signing this Agreement each warrants that they are authorized to bind the party for which they are signing. Any provision of this Agreement that is deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement.

ACCEPTANCE OF CONTRACT

If a signed copy of this Agreement has not been received by the Hotel prior to **Thursday, July 20, 2023**, Hotel shall have the right to contract with other parties for the use of the room block, meeting room and catering services without further notice to Group. In the event Hotel has a request for the rooms requested by Group prior to **Thursday, July 20, 2023**, and Hotel has not received Group's signed Agreement, Hotel will contact the Group for a decision. In such event, if Hotel does not receive Group's signed Agreement within five (5) working days, Hotel will have the right to contract with another party without any further notice to Group. IN WITNESS WHEREOF, Hotel and Group have executed this Agreement in manner and form sufficient to bind them as of the date and year set forth on page one of this Agreement:

**Urbana Varro Hospitality Management Company, LLC
AS AGENT, UVH Arlington, LLC dba Sheraton Arlington**

Texas Workforce Commission (TWC)

By: Belinda Schult

By: Susan Miller

Name: Belinda Schult

Name: Susan Miller

Title: Executive Conference Mgr

Title: Deputy Director of Operations

Date: 7/19/2023

Date: 7/19/2023

Texas Workforce Commission

A Member of Texas Workforce Solutions

Bryan Daniel, Chairman
Commissioner Representing
the Public

Aaron Demerson
Commissioner Representing
Employers

Alberto Trevino III
Commissioner Representing
Labor

Edward Serna
Executive Director

Attachment A to Contract Sheraton Arlington Hotel, Arlington, 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 Sheraton Arlington Hotel, Arlington, 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.

Relay Texas: 800-735-2989 (TDD) 800-735-2988 (Voice) • www.twc.texas.gov
Equal Opportunity Employer / Program
Auxiliary aids and services are available upon request to individuals with disabilities



Texas Workforce Commission

A Member of Texas Workforce Solutions

Bryan Daniel, Chairman
Commissioner Representing
the Public

Aaron Demerson
Commissioner Representing
Employers

Alberto Trevino III
Commissioner Representing
Labor

Edward Serna
Executive Director

Attachment B to Contract with Sheraton Arlington Hotel, Arlington, 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 Sheraton Arlington Hotel, Arlington, 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