



HYATT REGENCY ATLANTA
ON PEACHTREE STREET 265 PEACHTREE ST NE
ATLANTA, GA, 30303-, US
T: (404) 577-1234

Event Sales Agreement

Date Prepared: November 24, 2025

Group Contact: Demitria Howard

Title: Manager

Organization: PRAIRIE VIEW A & M UNIVERSITY

Address: 700 UNIVERSITY DRIVE, PRAIRIE VIEW, TEXAS 77446 P.O. BOX 519 - PRAIRIE VIEW, TEXAS 77446 -, 77446

Telephone: 8329223296 **Email:** djhoward@pvamu.edu

Event Name: PRAIRIE VIEW A & M UNIVERSITY

Official Event Dates: 11-Dec-2025/ 14-Dec-2025

Hotel Sales Manager: Rachel Boemker

Title: Event Sales Manager

Telephone: 404.460.6472 **Email:** rachel.boemker@hyatt.com

This Event Sales Agreement is entered into by and between PRAIRIE VIEW A & M UNIVERSITY ("Group") and Hyatt Corporation, as agent of BCORE Peachtree TRS LLC, a Delaware LLC d/b/a HYATT REGENCY ATLANTA ("Hotel") for the above-named Event and the parties thereby agree to the Event Details set forth below and the Group Sales Agreement Terms and Conditions found at [Terms and Conditions](#) (the "Terms and Conditions").

Option Due Date

FIRST OPTION DUE DATE: 15 Nov 2025



Event Details

Meeting and Event Space Rental Fee: \$ 2000

Food and Beverage Minimum: \$ 18000

The Meeting Event Space Rental Fee and Food and Beverage Revenue Minimum (as referenced herein) are subject to, and exclusive of, any applicable taxes and other governmental-imposed fees (collectively referred to herein as “**Taxes**”), mandatory fees, service charges, and fees for optional services requested by Group that are in effect at the time of the Event. The service charges will be detailed in and distributed as described in the Section of this Agreement titled, “Service Charges and Administrative Fees”.

The current tax rate for meeting rooms is 8.9%.

Program of Events

Date	Start Time	End Time	Function	Room	Setup	Attendance
13-Dec	05:00 PM	08:00 PM	RECEPTION	REGENCY V	RECEPTION	200

Service Charges and Administrative Fees

Meeting and Event Service Charge

The Meeting and Event Space rental fee is subject to and exclusive of a separate mandatory taxable charge of 26.00% which will be distributed to the service staff as a gratuity.

Food and Beverage Service Charge

The Group’s food and beverage spend is subject to and exclusive of a separate mandatory taxable charge of 26.00%, which is not included in the Food and Beverage Revenue Minimum amount, and will be distributed to the service staff as a gratuity. For clarity, should Group spend less than the Food and Beverage Revenue Minimum, the service charges will be applied to the Food and Beverage Minimum and not the Group’s actual food and beverage spend.

Any additional fees imposed for optional services that Group may separately request for the Event (for example bars, culinary stations, audio visual, parking or other optional services) are not a tip, gratuity or service charge for Hotel service personnel (e.g., wait staff, service bartenders or service employees).

Except as otherwise specifically identified in this agreement, no other charges in this contract are purported or intended to be a gratuity for the service staff and no other charges will be distributed to the service staff as a gratuity.

The service charges and administrative fees, if applicable, may be subject to sales or other Taxes in effect at the time of the Event. Group and its attendees may provide a tip to Hotel’s staff in addition to the service charge. All service charges and administrative fees will be posted to Group’s Master Account.

Deposits

Group shall provide a non-refundable (except as specifically provided herein) deposit in the total amount of \$2000 payable as set forth in the table below. All deposits will be credited towards any Cancellation Charges due to Hotel. Payment may be made by check, credit card, wire transfer or ACH. Hotel will provide a Credit Card Authorization form for scheduled payments made by credit card or ACH.

Group shall also provide a contingency deposit for additional items or services requested and provided during the Event, equal to 20% of the estimated Master Account charges (“Contingency Deposit”), due on same date as the



final deposit below. The Contingency Deposit will be credited toward any additional amounts charged for additional items or services requested and provided during the Event, and, if applicable, any other outstanding amounts owed by Group to Hotel. Any portion of the Contingency Deposit remaining after payment of such additional items and outstanding amounts will be refunded to Group.

A one-time non-refundable deposit in the amount of \$2000 will be due from Group with this signed Agreement. All deposits will be credited towards any Cancellation Charges (defined below) due to Hotel.

Billing Arrangements

Group shall be responsible for the Meeting and Event Space Rental Fee, food and beverage charges and other services requested by Group, in addition to applicable Taxes and fees. These charges will be direct billed to the Master Account only if credit approval is granted in accordance with Hotel's credit approval process. Group appoints to review and approve all charges billed to the Master Account.

Payment of Group's total estimated Master Account will be due to Hotel prior to Group's arrival in accordance with the deposit schedule below. Failure to remit such payment(s) when due will be deemed to be a cancellation of this Agreement by Group, and Group shall be liable for the Cancellation Charges as set forth herein.

Invoice disputes and/or billing errors must be communicated to Hotel no later than fourteen (14) days before the date payment is due. Payment due to Hotel may be made by check, credit card, wire transfer or ACH (and Group warrants it is authorized to issue or charge payment through the selected method).

Please note that Hotel never requests billing information or requests changes to billing information via email. Should Group receive any billing notice or inquiry via email, please contact the Hotel Sales Manager at the phone number set forth above.

Cancellation Option

Applicable services charges will be added to the Cancellation Charges when cancellation occurs sixty (60) days or less prior to the first date of the Event.

Agreement signing through first day of the event	\$7,600 (40% of Food and Beverage Revenue Minimum, and 20% of any Meeting and Event Space Rental Fee)
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One-Time Rebook

Notwithstanding Group's obligation to pay the Cancellation Charges, Group will have a one-time option to change the Event Dates, subject to availability, and provided that Group is able to reschedule a meeting with Hotel with the same or greater revenue than the Event that occurs within twelve (12) months of the date of Group's cancellation. Hotel will credit one hundred percent 100% of the Cancellation Charges paid by Group towards the rebooked meeting. In the event Group cancels the rebooked meeting, all Cancellation Charges associated with (i) the original meeting (less amounts already paid by Group), and (ii) the rebooked meeting must be paid by Group at the time of cancellation.



Entire Agreement

This Agreement and addendum, along with the attached Program of Events, contains all of the terms agreed to by the parties. All prior agreements, verbal or written, are no longer effective once this Agreement is signed by the parties. Should there be any conflict between this Agreement and any addenda, exhibits, or attachments, the language of this Agreement shall control.

Each party represents and warrants that the individual below is authorized to sign this Agreement on the party's behalf, and when executed, this Agreement shall constitute a binding agreement between Group and Hotel.

By Hotel's
Authorized Representative

By Group's
Authorized Representative

By: Rachel Boemker

By: Robert Hall

Name: Rachel Boemker

Name: Robert Hall

Title: Event Sales Manager

Title: Director, Procurement and Contract Admin

Date: 12/5/2025 | 3:21 PM CST

Date: 12/5/2025 | 3:19 PM CST



HYATT REGENCY ATLANTA
 ON PEACHTREE STREET 265 PEACHTREE ST NE
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Group Sales Agreement

Date Prepared: December 5, 2025

Group Contact: Demitria Howard

Title: Group Contact

Organization: PRAIRIE VIEW A & M UNIVERSITY

Address: 700 UNIVERSITY DRIVE, PRAIRIE VIEW, TEXAS 77446 P.O. BOX 519 - PRAIRIE VIEW, TEXAS 77446 -, 77446

Telephone: 8329223296 **Email:** djhoward@pvamu.edu

Event Name: PRAIRIE VIEW A & M UNIVERSITY - Room Block

Official Event Dates: 11-Dec-2025/ 14-Dec-2025

Hotel Sales Manager: Quiana Scott

Title: Senior Sales Manager

Telephone: 404-460-6542 **Email:** Quiana.Scott@hyatt.com

This Group Sales Agreement is entered into by and between PRAIRIE VIEW A & M UNIVERSITY ("Group") and Hyatt Corporation, as agent of BCORE Peachtree TRS LLC, a Delaware LLC d/b/a HYATT REGENCY ATLANTA ("Hotel") for the above-named Event and the parties thereby agree as follows:

Group's First Option Due Date

Hotel agrees to hold the guest rooms and meeting and event space listed in this Group Sales Agreement (the "Agreement") for the Event named above on a tentative basis until **December 5, 2025**. If this Agreement is not fully executed by Group and returned to Hotel, together with any required deposit, credit application or other materials, by **December 5, 2025**, Hotel may release the guest rooms and/or meeting and event space. If, prior to Group's execution and return of this Agreement together with any other required materials, Hotel receives an alternate request for the Event guest rooms and/or meeting and event space, Hotel will notify Group and Group will have forty-eight (48) hours from Hotel's notification to return this signed Agreement together with any other required materials to Hotel.



Guest Room Rates

Hotel confirms the following Guest Room Rates. The “**Total Price**” reflects the room rate inclusive of all mandatory fees including Taxes. Group shall be solely and fully responsible for informing its guests of the Total Price:

Room	Single Rate	16.9 % Sales & Occupancy Tax	Georgia Hotel/Motel Fee	TOTAL PRICE
Run of House	\$179.00	\$30.25	\$5.00	\$214.25

Occupancy Type	Price per Additional Occupant Applied to Single Rate
Double Occupancy	\$0
Triple Occupancy	\$25
Quad Occupancy	\$50

Taxes

The Guest Room Rates are quoted exclusive of (and will be subject to) any applicable taxes and other governmental-imposed fees (collectively referred to herein as “**Taxes**”) in effect at the time of the Event. Group acknowledges that the Taxes are subject to change and are currently 16.90% plus \$5.00 Georgia Hotel/Motel Fee), including the following:

- **8.90% Sales Tax**
- **8.00% Occupancy Tax**
- **\$5.00 Georgia Hotel/Motel Fee**

Guest Room Block & Contracted Guest Room Revenue

The table below sets forth the total number of guest rooms set aside by Hotel for Group’s use during the Official Event Dates (“**Total Contracted Guest Room Block**”) and the expected total guest room revenue, calculated by multiplying the Total Contracted Guest Room Block and the applicable Guest Room Rate, exclusive of mandatory fees and Taxes (“**Total Contracted Guest Room Revenue**”). The table below also includes the expected guest room revenue for each day of the Event (“**Daily Contracted Guest Room Revenue**”).

Date	Day	Run Of House	Daily Contracted Guest Room Block	Daily Contracted Guest Room Revenue Commitment
11 Dec 2025	Thursday	20	20	\$ 3,580.00
12 Dec 2025	Friday	20	20	\$ 3,580.00
13 Dec 2025	Saturday	20	20	\$ 3,580.00

Total Contracted Guest Room Block: 60

Total Contracted Guest Room Revenue: \$10,740

Total Contracted Revenue: \$10,740. This amount is the sum of Group’s Total Contracted Guest Room Revenue.



Relocation

In the event Hotel does not provide a guest room to an Event attendee with a confirmed reservation and the Event attendee is in need of the guest room, Hotel shall use commercially reasonable efforts to: (i) relocate the displaced Event attendee to the closest comparable hotel (the "Alternate Hotel") for the nights Hotel is not able to provide the Event attendee a guest room; and (ii) provide transportation to and from such Alternative Hotel for each night Hotel is not able to provide the Event attendee a guest room, all in accordance with Hotel's relocation policy.

Any guest rooms relocated to an Alternate Hotel as set forth above will be credited to achieving Group's Guest Room Revenue Minimum and complimentary guest room count for such period as Hotel is unable to provide guest rooms to Event attendees. Relocated guest rooms will not be commissionable.

Reservation Method – Web Link

Hotel recommends using a web-based reservation system to make room reservations. Reservations may be made, modified or canceled by attendees via a URL provided by Hotel and published by Group to potential Event attendees (usernames or passwords provided to Group to access the web-based reservation system are confidential and their misuse is Group's responsibility), and the privacy policy of the host of such URL shall apply. Reservations for rooms accessible to guests with disabilities may be made in the same manner. Reservations must be made on or before the Cut-Off Date specified below.

Cut-Off Date

The "Cut-Off Date" is **December 8, 2025**. After the Cut-Off Date, all rooms within the Total Guest Room Block that have not been reserved will be returned to Hotel's general inventory. Reservation requests for rooms within the Total Guest Room Block received after the Cut-Off Date will be based on availability at Hotel's prevailing rates and will be credited to achieving the Guest Room Revenue Minimum. Only actual reservations for Event attendees will be considered valid room reservations. After the Cut-Off Date, canceled guest rooms will be returned to Hotel's inventory. Name changes on, or other transfers of, room reservations will not be accepted after the Cut-Off Date.

Non-Commissionable

The Guest Room Rates set forth above are confirmed on a net, non-commissionable basis.

Guest Room Revenue Minimum - Attrition Policy

Hotel agrees to allow Group to reduce each day's Daily Contracted Guest Room Revenue by 0 percent per day ("**Daily Guest Room Revenue Minimums**"). By entering into this Agreement, it is understood that Hotel is relying on, and Group is responsible to achieve the Daily Guest Room Revenue Minimums during each day of the Event. Should Group's actualized guest room revenue fall below the Daily Guest Room Revenue Minimum attributable to any specific date(s) of the Event, Group shall pay the difference between the Daily Guest Room Revenue Minimum and the actualized guest room revenue for such dates, plus any applicable Taxes, as calculated on a daily basis ("**Attrition Charges**"). Overachievement of the Daily Guest Room Revenue Minimums for any date during the Event may not be applied to any other date during the Event. Attrition Charges owed to the Hotel under this Section, if any, will be posted to Group's Master Account. The Daily Guest Room Revenue Minimum is a **minimum requirement only** and the final bill(s) may vary depending on Group's actualized guest room pick-up, final agenda, and guests' selections and behavior.

Hotel and Group intend to liquidate the damages suffered by Hotel in the event that Group fails to meet the Daily Guest Room Revenue Minimums set forth in this Section. Therefore, Group and Hotel agree that: (a) the damages suffered by Hotel in the event that the Daily Guest Room Revenue Minimums are not met are difficult to calculate; (b) the above formula is a reasonable estimate of such damages; and (c) the Attrition Charges do not constitute a penalty.

Group's obligations under this Section shall survive completion of this Agreement.



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Payment

If Group requests direct billing to a Master Account (as defined below), a completed credit application (which will be provided to Group by Hotel upon request) must be returned to Hotel for approval at least sixty (60) days prior to arrival. In the event credit is approved: (i) all charges (up to the authorized credit amount) shall be due and payable to Hotel no later than thirty (30) days after Group's receipt of the Master Account invoice; and (ii) Hotel reserves the right to rescind its approval if there is a material change in Group's creditworthiness or material increase in anticipated charges. A "Master Account" is a record of all charges and transactions made during the Event to be paid for directly by Group.

In the event that credit is not requested, not approved (in part or in full), or subsequently rescinded, payment of Group's total estimated Master Account will be due to Hotel prior to Group's arrival (in accordance with the deposit schedule below, if applicable). Failure to remit any payment(s) when due may be deemed to be a cancellation of this Agreement by Group (in Hotel's sole discretion), and Group shall be liable for the Cancellation Charges as set forth herein.

Invoice disputes and/or billing errors must be communicated to Hotel no later than fourteen (14) days before the date payment is due. Payment due to Hotel may be made by check, credit card, wire transfer or ACH (and Group warrants it is authorized to issue or charge payment through the selected method).

Please note that Hotel never requests billing information or requests changes to billing information via email. Should Group receive any billing notice or inquiry via email, please contact the Hotel Sales Manager at the phone number set forth above.

Deposits

Group shall provide a non-refundable (except as specifically provided herein) deposit in the total amount of **\$12,888.00** payable as set forth in the table below. All deposits will be credited towards any Attrition Charges or Cancellation Charges due to Hotel. Payment may be made by check, credit card, wire transfer or ACH. Hotel will provide a Credit Card Authorization form for scheduled payments made by credit card or ACH.

Group shall also provide a contingency deposit for additional items or services requested and provided during the Event, equal to 20% of the estimated Master Account charges ("Contingency Deposit"), due on same date as the final deposit below. The Contingency Deposit will be credited toward any additional amounts charged for additional items or services requested and provided during the Event, and, if applicable, any other outstanding amounts owed by Group to Hotel. Any portion of the Contingency Deposit remaining after payment of such additional items and outstanding amounts will be refunded to Group.

Payment type	Description	Due date	Due amount
Deposit	Final	Contract Signing	<u>100% Remaining balance of estimated master account (including 20% contingency)</u>

Billing Arrangements – Individual Pay Own

Individuals shall be responsible for their own guest room, Tax, mandatory fees, incidental charges and any other charges not authorized to be billed to Group. All charges incurred are to be paid upon checkout. Group shall be responsible for charges for the Meeting and Event Space Rental Fee, food and beverage events and other services requested by Group. These charges will be billed to the Master Account only if credit approval is granted in accordance with Hotel's credit approval process.



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World Of Hyatt – Earning Bonus Points & Tier-Qualifying Night Credits

If charges for this Event are eligible, Bonus Points and credit towards earning Tier-Qualifying Night credits may be earned as set forth and subject to the limitations in the World of Hyatt Program Terms, available at hyatt.com/terms. Please see the Program Terms for complete details and definitions of terms that are capitalized herein, but not defined.

The charts below must be completed prior to signing this Agreement. If these charts are not completed before signing, Hyatt will not retroactively credit any party for any World of Hyatt benefits they may have otherwise received as a result of this Event.

Earning Bonus Points for an Event

You may designate up to three recipients (individual and/or Company Account(s)) below to earn any Bonus Points available to the planner(s) of this Event. Max 50,000 Bonus Points, unless expressly indicated below.

BONUS POINT RECIPIENT(S)		
Name	World of Hyatt Acct #	Percentage of Bonus Points
_____	_____	_____%
_____	_____	_____%
_____	_____	_____%

Earning towards Tier-Qualifying Night Credits (max 60 in a calendar year)

In addition, 1 Company Account or individual may be designated in the chart below to earn towards Tier-Qualifying Night credits. (See Program Terms linked above for details and earning limitations.)

TIER-QUALIFYING NIGHT CREDIT RECIPIENT	
Name	World of Hyatt Acct #
_____	_____

Cancellation Option

Either Hotel or Group may cancel this Agreement without cause upon written notice to the other party at any time prior to the Event. In the event Group cancels without cause, Group shall pay Hotel amount calculated according to the table below (the "Cancellation Charges"), plus applicable Taxes. Applicable services charges will be added to the Cancellation Charges when cancellation occurs sixty (60) days or less prior to the first date of the Event.

From contract signing through the first day of the Event	\$8,592 (80% of the Total Contracted Guest Room Revenue, 40% of Food and Beverage Revenue Minimum, and 40% of any Meeting and Event Space Rental Fee)
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Payment of the Cancellation Charges shall be made by Group to Hotel at the time this Agreement is canceled. Hotel and Group agree that: (a) the damages suffered by Hotel in the event that Group cancels without cause are difficult to calculate, for reasons, including, but not limited to, the uncertainty, at the time of contracting, of the business that can be rebooked and the associated rates; (b) the above formula is a reasonable estimate of such damages; and (c) the Cancellation Charges do not constitute a penalty.

In the event Hotel cancels this Agreement without cause, Hotel shall pay Group any direct damages suffered as a result of the cancellation, which damages shall not exceed the amount calculated according to above table.



Rights of Termination for Cause

This Agreement may be terminated by either party without liability upon written notice under the following circumstances:

- I. if a party's performance under this Agreement is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, a pandemic, a travel restriction on members of the general public issued by a governmental agency, curtailment of public transportation facilities, or any other unexpected emergency of a comparable nature beyond the party's control that in each case makes it illegal or impossible to perform its obligations under this Agreement. In such event, the terminating party shall give written notice of termination to the other party within five (5) days of such occurrence; or
- II. if either party makes a voluntary or involuntary assignment for the benefit of creditors or enters into bankruptcy proceedings prior to the date of the Event. In such event, the party who is not making an assignment or entering into bankruptcy proceedings shall have the right to terminate this Agreement upon written notice to the other party; or
- III. if at the time of the Event, the hotel will no longer be operated under a Hyatt brand. In such event, Hotel shall notify Group in writing of such change, and Group shall have the right to terminate this Agreement without liability upon written notice to Hotel within thirty (30) days of the date of Hotel's notice of change of brand.

In the event of termination by either party under this Section, Hotel shall refund all deposits and/or prepayments made by Group within thirty (30) days of receipt of the notice of termination.

Except as otherwise specifically provided in this Agreement, neither party shall have the right to terminate this Agreement for any other cause.

One-Time Rebook

Notwithstanding Group's obligation to pay the Cancellation Charges, Group will have a one-time option to change the Event Dates, subject to availability, and provided that Group is able to reschedule a meeting with Hotel with the same or greater revenue than the Event that occurs within twelve (12) months of the date of Group's cancellation. Hotel will credit **one-hundred** percent (100%) of the Cancellation Charges paid by Group towards the rebooked meeting. In the event Group cancels the rebooked meeting, all Cancellation Charges associated with (i) the original meeting (less amounts already paid by Group), and (ii) the rebooked meeting must be paid by Group at the time of cancellation.

Indemnification and Hold Harmless

Hotel agrees to defend, indemnify and hold Group harmless from and against any costs, losses, expenses, damages, and/or liabilities resulting from any third-party claim, action, or cause of action arising out of: (i) any negligent act undertaken or committed by Hotel pursuant to the performance of its obligations under this Agreement except to the extent such actions or liabilities are due to the misconduct or negligence of Group or its employees, attendees, agents or contractors; or (ii) any breach by Hotel of its obligations under the Sections of this Agreement titled "Compliance with Laws" or "Privacy of Personal Information."

Group agrees to defend, indemnify, and hold Hotel, the entity that owns the hotel, the entity that manages the hotel and their affiliates and each of their respective shareholders, members, directors, officers, managers, employees, attendees, invitees, and representatives harmless from and against all costs, losses, expenses, damages, and/or liabilities, arising out of or resulting from any third-party claim, action, or cause of action alleging: (i) any negligent act undertaken or committed by Group, its employees, invitees, attendees or any contractors hired or engaged by Group in connection with the performance of Group's obligations under this



Agreement, except to the extent such actions or liabilities are due to the misconduct or negligence of Hotel; or (ii) any breach by Group of its obligations under the Sections of this Agreement titled "Compliance with Laws," "Privacy of Personal Information" or "Permits and Licenses."

Limitation of Liability

Except for damages covered by the indemnifying party's indemnification obligations under this Agreement, neither party shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages even if such party has knowledge of the possibility of such damages. Under no circumstances shall this limitation of liability limit or waive Group's obligations to pay without limitation, Attrition Charges or Cancellation Charges that may be owed.

Insurance

Group and Hotel shall each maintain sufficient insurance to insure their respective indemnification obligations set forth in this Agreement, and each shall provide evidence of such insurance upon request.

Contractors

For any activity introduced onto Hotel's premises by an outside provider engaged by Group, Group will ensure that such providers comply with the terms of this Agreement and with any requirements for such providers as provided to Group by Hotel. Group will be fully responsible for such providers' actions or inactions and agrees to remove from Hotel's premises any outside provider that Hotel deems objectionable or whose activities cause reasonable concern. Group will provide a certificate of insurance from such outside providers covering their actions and naming Hotel, the entity that owns the hotel, the entity that manages the hotel and their affiliates as additional insureds with regard to their activities.

Damage to Hotel Premises

Group shall be responsible for all damage to the hotel premises caused by Group, its agents, contractors, attendees or invitees. Upon completion of the Event, Group will leave the premises in the same condition as received, reasonable wear and tear excepted.

Public Access Laws

Hotel acknowledges its obligation to comply with the public accommodations requirements of the Americans with Disabilities Act or any equivalent applicable laws regarding access and public accommodation ("Public Access Laws") except those of Group including Group's obligation to (i) remove "readily achievable" physical barriers within the meeting rooms utilized by Group that Group created (e.g., set-up of exhibits in an accessible manner) and that are not controlled or mandated by Hotel; (ii) provide auxiliary aids and services where necessary to ensure effective communication of the Event to disabled participants (e.g., Braille or enlarged print handouts, interpreter or simultaneous videotext display); and (iii) modify Group's policies, practices and procedures applicable to attendees as required to enable disabled individuals to participate equally in the Event. Group shall identify in advance any special needs of disabled Event attendees requiring accommodation by Hotel and will notify Hotel of such needs for accommodation in writing as soon as they are identified to Group. Whenever possible, Group shall copy Hotel on correspondence with attendees who indicate special needs requiring accommodation under such Public Access Laws. Hotel shall notify Group of requests for accommodation that it may receive otherwise than through Group to facilitate identification by Group of its own accommodation obligations or needs as required by such Public Access Laws. Any extraordinary costs for special auxiliary aids requested by Group shall be borne by Group.

Compliance With Laws

Each party hereby represents, warrants and covenants that it shall comply with all laws, rules, orders and regulations applicable to the performance of its obligations under this Agreement.

Assignment



Under no circumstances may Group, Agent or anyone else acting on behalf of Group, assign, transfer or resell to a third party its rights or obligations under this Agreement, including, without limitation, Group's reservation or commitments regarding guest rooms, meeting and event space, food and beverage events or other contracted facilities or services under this Agreement without Hotel's prior written consent. Nothing herein shall be construed as prohibiting or limiting Hotel's right to assign the Agreement or any of its rights or obligations hereunder. Subject to the foregoing, this Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assigns.

Changes; Notice

Any changes to this Agreement must be made in writing and signed by both parties to be effective. Any modifications, additions or corrective lining out made on this Agreement will not be binding unless such modifications have been signed or initialed by both parties. Any notice hereunder shall be given to the individuals listed on the first page of this Agreement at the addresses set forth herein. Notice must be given by: (i) certified or registered mail, return receipt requested; (ii) commercial courier for overnight delivery, with a signature signifying receipt; or (iii) email, provided that for notices given by facsimile or email, a confirmation copy must also be sent that same day by commercial courier for overnight delivery as provided herein. All notices shall be deemed delivered upon receipt.

Confidentiality

Each party hereby agrees that all confidential or proprietary information gathered or learned about the other party resulting from or otherwise arising out of this Agreement (excluding personal data, which is addressed exclusively in the following Section ("Privacy of Personal Information"), collectively "Confidential Information") shall remain confidential at all times and each party will use commercially reasonable efforts to limit disclosure to those necessary for performance of the Agreement. Group, and not Hotel, is solely responsible for safeguarding, collecting, or destroying its Confidential Information distributed or circulated by Group to Event attendees during any portion of the Event.

Privacy of Personal Information

Hotel complies with the Global Privacy Policy, which is available at <http://privacy.hyatt.com> (the "Privacy Policy"). If applicable, Group agrees to inform guests and Event attendees ("Guests") where they may access the Privacy Policy. To the extent that Group transfers information related to any person to Hotel, Group confirms and warrants that it will do so in a manner ensuring appropriate security measures and in compliance with all applicable requirements of data protection and privacy laws and regulations. Group affirms that it (and its Agent, if applicable) is authorized to provide, request, and receive information pertaining to Guests as is necessary pursuant to the Guests' hotel stay, Event attendance or under this Agreement. Hotel will protect and use personal data about Guests that Hotel receives in connection with its performance of this Agreement and as set forth in the Privacy Policy, provided that Group acknowledges and agrees that certain services (e.g., a web-based reservation system) may be provided by a third party and that use of such services may be subject to terms and conditions (including those regarding the access and use of Guest information) of that third party and may be different than those in this Agreement.

Hotel Name and Trademark

Except for using the name and address of the hotel for the limited purpose of identifying the location of the Event, Group shall not use the name, trademark or logo or any other proprietary designation of Hotel in any advertising or promotional material without the prior written permission of Hotel. Group shall comply with the terms and conditions required by Hotel for such use.

Human Rights/Combating Human Trafficking

At Hyatt, we respect the fundamental human rights of all people and have taken an aggressive approach to prevent human trafficking both at Hyatt properties and more broadly in the hospitality industry. For more information about



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our human trafficking prevention efforts, please visit the World of Care website available at: <https://about.hyatt.com/en/world-of-care/caring-for-people/human-rights-trafficking.html>.

Hyatt's Global Care & Cleanliness Commitment

Hyatt's priority is guest and colleague safety and wellbeing. Guided by our purpose of care, Hyatt has established a multi-layered Global Care & Cleanliness Commitment that builds on our existing rigorous protocols and includes an accreditation process, colleague training and support resources and a cross-functional working group of medical experts and industry professionals. Hyatt's Global Care & Cleanliness Commitment is available at: <https://www.hyatt.com/info/global-care-and-cleanliness-commitment>.

Permits, Licenses and Approvals

Group shall, at its sole cost and expense, obtain all licenses, permits and approvals that are: (i) required for the Event; or (ii) required and/or necessary for Group to perform its obligations under this Agreement. Such licenses or permits include, but are not limited to licenses and permits: (a) from any applicable governing body; and (b) for the use of a third party's intellectual property, including but not limited to any music, videos, performances, and/or images.

Arbitration

The parties agree that any and all claims, controversies or disputes between the parties arising out of Group's failure to achieve applicable revenue commitments or Group's or Hotel's cancellation or termination of this Agreement ("Attrition and Cancellation Claims") shall be submitted to arbitration before a single arbitrator in the city or county in which Hotel's premises are located. The arbitration proceedings shall be conducted in accordance with: (i) for U.S. hotels, the Commercial Arbitration Rules of the American Arbitration Association; or (ii) for all non-U.S. hotels, the applicable rules of the International Centre for Dispute Resolution, or such other dispute resolution provider as otherwise agreed to by the parties. The arbitration proceedings shall be completed as soon as possible but not more than sixty (60) days after the appointment of an arbitrator. The parties agree to produce and exchange documents within ten (10) days of appointment of an arbitrator, unless otherwise agreed. The parties expressly agree that the arbitration shall be final and binding on the parties and judgment may be entered upon the award and may be enforced by appropriate judicial action in any state or federal court having jurisdiction thereof. The parties agree that the arbitrator shall adhere faithfully to the laws of the State or Province in which Hotel's premises are located and that the arbitrator shall award to the prevailing party in arbitration the costs expended in connection with any arbitration conducted under this provision.

Governing Law; Jurisdiction

This Agreement shall be governed by and construed under the laws of the State or Province in which Hotel's premises are located (excluding its conflicts of law rules). Except for Attrition and Cancellation Claims, which shall be resolved pursuant to arbitration as described in this Agreement, any controversy, claim or dispute arising out of or relating to this Agreement shall be brought in any court of competent jurisdiction in the State or Province in which Hotel's premises are located for trial and determination without a jury.

Waiver of Jury Trial

To the extent permitted by law, the parties hereby expressly waive the right to a trial by jury.



Waiver

If one party agrees to waive its right to enforce any term of this Agreement, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Agreement. A waiver shall only be enforceable if made in writing.

Enforceability and Survival

If any provision of the Agreement is unenforceable under applicable law, the remaining provisions shall continue in full force and effect. Any provision of this Agreement intended to survive completion or termination of this Agreement shall survive (including without limitation, "Cancellation Option," "Contracted Guest Room Revenue - Attrition Policy," "Damage to Hotel Premises," "Indemnification and Hold Harmless," "Confidentiality," Insurance," and "Limitation of Liability").

Counterparts/Electronic Signatures

This Agreement may be executed in one or more counterparts with an original signature or with a Hotel-approved electronic signature, each of which shall be deemed an original and all of which shall constitute the same instrument. Further, if a signed Agreement is provided to Hotel as a photocopy, fax, PDF or other format through a Hotel-approved electronic software system, then such Agreement shall be treated and shall have the same binding effect as an original and shall be acceptable to Hotel to hold the Total Guest Room Block and/or meeting and event space as set forth herein.

Entire Agreement

This Agreement and addendum, along with the attached Program of Events (Exhibit A), and Hotel Information Sheet, if any, contains all of the terms agreed to by the parties. All prior agreements, verbal or written, are no longer effective once this Agreement is signed by the parties. Should there be any conflict between this Agreement and any addenda, exhibits, or attachments, the language of this Agreement shall control.

Each party represents and warrants that the individual below is authorized to sign this Agreement on the party's behalf, and when executed, this Agreement shall constitute a binding agreement between Group and Hotel.

By Hotel's
Authorized Representative

By Group's
Authorized Representative

By: Quiana Scott

By: Robert Hall

Name: Quiana Scott

Name: Robert Hall

Title: Senior Sales Manager

Title: Director, Procurement and Contract Admin

Date: 12/5/2025 | 3:23 PM CST

Date: 12/5/2025 | 3:19 PM CST



HYATT REGENCY ATLANTA
ON PEACHTREE STREET 265 PEACHTREE ST NE
ATLANTA, GA, 30303-, US
T: (404) 577-1234



Hotel Information Sheet

The above signed contract supersedes the below hotel information

CHECK-IN AND CHECK-OUT:

Check-in time is 4:00pm EST. Checkout time is 11:00am EST. We will make every effort to accommodate any requests for early arrival and late departure, based on availability. Luggage storage arrangements can be made with Guest Services.

EARLY DEPARTURE FEE:

Any guest who departs earlier than the departure date confirmed at check-in will be assessed an early departure fee of one night's room and tax. This fee will be automatically posted to the guest folio, on or after departure. If a personal credit card is not provided, the charges will be billed to the group's master account. Emergency and special circumstance situations will be reviewed on a case-by-case basis.

RESERVATIONS:

In any event where credit card is required for payment of room and an individual guest does not have a major credit card at check-in, we require full payment of room and tax in advance, along with a refundable deposit for incidentals, \$75.00 per night for incidentals. If the guest does not want to establish credit for incidentals, we restrict telephone access (except from room to room), check-signing privileges from the hotel's outlets, and in-room movie access.

Hyatt Regency Atlanta's cancellation policy for reservations is 11:59PM hotel time, 3 days before arrival to avoid a penalty of one night's room and tax.

After cut-off date, Hotel will no longer accept cancel/replace or name changes for reservations in the group block.

AUDIO VISUAL:

A complete line of audio visual/production equipment and highly trained, professional technical and AV sales/pre-planning assistance is available through the Hotel's onsite vendor of choice, Encore®. Encore® will provide cost estimates for all of your equipment and A/V related services at the time the equipment needs are submitted. Encore® also offers a full-time A/V and production team on-site to manage your meeting and production requirements. In the event you choose to utilize an outside audio visual company other than Encore®, there will be a one-time A/V liaison fee of \$1,500.00. A copy of the production guidelines can be obtained by contacting the Sales and Events departments. Encore® is the exclusive provider of rigging services in all of the meeting space, as well as all A/V needs in the "Grand Hall" and sleeping rooms.

MEETING SPACE INTERNET:

Wired or Wireless Internet is available throughout the Hotel's meeting space and is provided by Encore®. Internet for meeting space will be provided by Encore® exclusively for your usage:

- **Dedicated Bandwidth:** Available, Speak with an Encore® representative for details
- **Basic Wireless:** \$14.00 charge per device, per day for groups of 25 or less devices. \$12.50 per device, per day for groups of 26 to 50 devices. Please speak with Encore® directly for groups with more than 50 devices.



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- Basic Wired: \$170.00 per line, per day. Additional equipment and/or labor may be required depending on extent of wired internet lines and needs.

Pricing is subject to tax, service charge and any applicable labor fees.

GUESTROOM AND PUBLIC AREAS INTERNET:

Wireless Internet is available throughout the public areas/ guestrooms and wired internet is available in guestrooms. In (guest) room Internet has two (2) service packages at various price points:

- Standard up to 10 Mbps per device: Complimentary per 24-hours
- Premium up to 30 Mbps per device: \$7.95 per 24-hours

POWER:

All power is handled and ordered exclusively through Encore®, and is subject to approval. If the Group elects to use an outside AV provider, additional power charges may apply.

BAGGAGE HANDLING:

For groups requesting baggage delivery and baggage pick-up, a charge of \$8.00 per person round-trip will be charged to the group's master bill, or \$4.00 one-way is available.

LUGGAGE STORAGE:

Luggage Storage is available for all guests at our Bell Stand located in the Main Lobby next to the Front Desk. There is a charge of \$2.00 per bag if dedicated group luggage storage is requested in a dedicated meeting space.

ROOM DELIVERIES:

We are pleased to offer delivery service to guest rooms through our bell desk. All deliveries must be coordinated at least ten days in advance through your Event Manager. Deliveries are available between the hours of 9:30am-9:30pm only. All items are priced on a per item basis, anything outside of a bound publication, such as a flyer, post card; envelope, etc. will be considered a separate item. A per item charge will be in effect if items are placed in a bag.

- Outside of door: \$3.00
- Under door (International and Radius Towers only): \$3.00
- Inside room: \$5.00

Please note that the Staff is not able to distribute any items from the Front Desk

TELECOMMUNICATIONS:

The Hyatt Regency Atlanta's communication department is happy to accommodate your communication needs:

- DID Long Distance Lines Installation: \$225.00 each
- DID House Line Installation: \$150.00 each
- Polycom: \$400.00 (one time)
- Each additional day: \$50.00

EXHIBITS:

Shepard Exposition Services is the preferred in-house provider of the following services in the Grand Hall: cleaning, drayage, crating and related services, furniture and floor covering, decorating, display labor, and small package shipping. Your Shepard Sales Representative will provide specific details including pricing details tailored to your event.

Group shall allow hotel's in-house service contractor Shepard Exposition Services to submit a competitive bid for trade show related services before a decision is made to utilize an outside contractor. RFP's for competitive bids



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must be submitted to Shepard Exposition Services 90 days prior to the event. RFP's can be emailed to pherz@shepardes.com.

Additional services, such as Water and Air are handled through the hotel's engineering department. Please request pricing from your Event Sales & Planning Manager.

Shepard Exposition Services is the exclusive provider of all surface branding throughout the hotel. Marketing/branding fees will apply in addition to any labor/material costs. Contact your Event Sales & Planning Manager for further information.

EVENT SALES & PLANNING:

The hotel's Event Sales & Planning Manager will contact the group's authorized representative to assist in the planning and actual details of producing the meeting. These details include specific food and beverage arrangements, program revisions and room set-ups. In arranging for banquet functions, the final attendance must be received by the Event Sales & Planning Office five (5) Business Days prior to the commencement of the function. This number will be considered a guarantee, not subject to reduction, and charges will be made accordingly. The hotel will be prepared to serve three percent (3%) more than the guarantee number of guests. A twenty-six percent (26%) service charge and applicable taxes shall be added to all food and beverage.

FOOD & BEVERAGE:

No Food or Beverage may be brought into the Hotel from outside sources. The client acknowledges that the State of Georgia and City of Atlanta regulates the sale, service, and consumption of alcoholic beverages. Consequently neither the client nor any of the client's guests nor invitees may bring alcoholic beverages of any kind onto the premises from outside sources.

PARKING:

Parking is available at Hyatt Regency Atlanta. Prevailing parking rate will apply. Currently, overnight valet parking is \$60.00 as of August 28th, 2024 with "in and out" privileges. Overnight self-parking is not available on-site. Rates are subject to change without notice.

FEDEX OFFICE / SHIPPING AND RECEIVING

Hotel offers a full service business center through FedEx Office. FedEx Office provides copying, printing, signs, banners, photo services, and a variety of technology services. Save money on shipping and email your event documents directly to FedEx Office at usa5053@fedex.com.

The business center hours are: Monday – Friday: 7:30am - 6:30pm, Saturday: 8:00am - 4:00pm and Sunday: 12:00pm - 4:00pm. Hours are subject to change and may be extended based on business demand.

PACKAGES AND STORAGE

<p>Group shipping services are provided by the FedEx Office, located on the Main Lobby Level/Radius Tower of the Hotel. Hotel only accepts pre-paid packages that adhere to the following guidelines. Boxes will not be accepted more than three (3) days prior to your conference and must be shipped to the following address:</p>	<p>Shipments for individual guests:</p> <p>Hyatt Regency Atlanta c/o FedEx Office at Hyatt Regency Atlanta Hold for Guest (<i>Guest Name</i>) (<i>Arrival Date</i>) 265 Peachtree Street, N.E. (<i>Guest Cell Number</i>) Atlanta, GA 30303</p>
<p>Shipments for meetings: Hold For Guest: (Guest Name) (Guest Cell Number) c/o FedEx Office at Hyatt Regency Atlanta 265 Peachtree Street, N.E. Atlanta, GA, 30303</p>	



HYATT REGENCY ATLANTA
 ON PEACHTREE STREET 265 PEACHTREE ST NE
 ATLANTA, GA, 30303-, US
 T: (404) 577-1234

(Convention / Conference / Group / Event Name) Box ____ of ____	
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A handling and storage fee will apply for each package received by the hotel. Hotel shall not be liable for safe or timely arrival of any packages sent to the hotel by or for the group. It is the group's responsibility to check on the arrival of any packages and to check to ensure that the contents are intact. Hotel accepts no liability for lost, stolen or damaged goods. Standard shipping prices available upon request.

DAMAGE TO FUNCTION SPACE:

Organization agrees to pay for any damage to the Function Space that occurs while organization is using it.

SIGNAGE:

Organizational signage to be used in the meeting space areas of the Hyatt Regency Atlanta must be professionally printed and approved by the Event Sales & Planning Manager. No signage is allowed on guestroom levels, in the atrium lobby or the building exterior without hotel approval. All signage not authorized by the Hotel will be removed. No signage will be allowed in lobby area of the hotel. Nothing shall be posted, nailed, taped, screwed, or otherwise attached to columns, walls, floors, or other parts of the building or furniture. Distribution of promotional stickers or labels is prohibited. In the event this is done without our authorization and any damage is suffered, the cost of repair and/or replacement will be billed to the Patron.

BRANDING & PROMOTIONAL OPPORTUNITIES:

To make your event even more successful, we offer several unique promotional opportunities to enhance your program and engage your guests. Brand fees and charges apply. Please ask your Event Manager for a copy of our Promotions Guide. This guide has pictures and more information that will provide several ideas and details to enhance your event. All branding and promotional items must be installed by Shepard onto the hotel surfaces.

FILMING AND/OR MEDIA ON PROPERTY: Requests to conduct filming on property should be submitted to your Event Sales & Planning Manager well in advance of your event start date. Upon approval of the filming request, hotel requires a Hyatt filming agreement be completed prior to authorizing any filming. In addition, hotel requests that you notify your Event Sales & Planning Manager if you expect any media or invite any media to cover any aspect of your event at the hotel.

LIABILITY / SECURITY:

The hotel cannot be responsible for the safekeeping of equipment, displays, supplies, written materials, or other valuable items or items left in the meeting rooms, conference areas, public spaces, etc. by the group or its attendees. Accordingly, the group acknowledges that it will be responsible to provide security for any such above-mentioned items, and hereby assumes the responsibility of loss thereof. For additional security requests, please refer to your Event Manager for details and associated costs. Your Event/Catering Manager can coordinate in-house security services for your event. Current charges for security guards are \$75.00 per hour, per unarmed guard. A four-hour minimum will apply. This price is subject to change due to the amount of notice given. All outside security firms must have the pre-approval of the Director of Security and the Event Manager.

The above policies and procedures are subject to change without notice. These policies are as of March 2025.

HOTEL CONTRACT ADDENDUM

This addendum (“Addendum”) is entered into and effective December 13, 2025 (the “Effective Date”) and amends and supplements the standard contract and/or purchase order form (“Hotel Contract” or “Agreement” or “Services”) provided by Hyatt Regency (“HOTEL”) entered into between Prairie View A&M University, a member of The Texas A&M University System (“A&M System”) and an agency of the State of Texas (“PVAMU”), and the HOTEL located at 265 Peachtree Rd NW Atlanta, GA 30303. All terms used herein and not otherwise defined shall have the same meaning as in the Hotel Contract. 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. PVAMU and HOTEL are sometimes hereafter referred to as “Party” individually or “Parties” collectively.

PVAMU and HOTEL 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 PVAMU:
 - a. Requiring PVAMU to maintain any type of insurance either for PVAMU'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 PVAMU 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 PVAMU to any arbitration provision or to the decision of any arbitration board, commission, panel or other entity.
 - i. Obligating PVAMU to pay costs of collection or attorneys' fees.
 - j. Obligating PVAMU to indemnify, defend or hold harmless any party.
3. The following language is added to the Hotel Contract:

MISCELLANEOUS CLAUSES

- A. **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 Agreement, and that the person signing this Agreement is duly authorized to enter into this Agreement on its behalf.
- B. **Cancellation.** In the event PVAMU 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 PVAMU in order to reduce PVAMU's cancellation/attrition fees. Resold space will be credited to reducing any obligations that PVAMU may have incurred. PVAMU 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 PVAMU for the dates cancelled by PVAMU, shall be delivered to PVAMU within ten (10) business days of departure date.
- C. **Compliance with Laws.** Each Party shall comply with all federal, state, and local laws, executive orders, rules, and regulations applicable to the performance of its obligations under this Agreement.
- D. **Direct Bill Account.** If there are any charges which accrue and are payable by PVAMU, they will be applied to a master account and direct billed. If an existing direct bill account is not already established and on file, PVAMU will submit information required to establish a direct bill account prior to the Hotel Contract start date. Under this Hotel Contract, the PVAMU credit card shall only be used to secure the room block. All room charges will be paid by each individual reserving a room.
- E. **Entire Agreement.** This Agreement constitutes the entire and only agreement between the Parties relating to the subject matter hereof and supersedes any prior understanding, written or oral agreements between the Parties, or "side deals" which are not described in this Agreement. This Agreement may be amended only

by a subsequent written agreement signed by authorized representatives of both Parties.

- F. **Force Majeure.** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement 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).
- G. **No Impediments.** HOTEL represents and warrants that there are no obligations, commitments, third party rights, or impediments of any kind that will limit or prevent HOTEL's performance of the Services.
- H. **Non-Assignment.** HOTEL shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of PVAMU. Any purported assignment in violation of this Section will be void.
- I. **Non-Waiver of Defaults.** The failure of either Party at any time to require performance by the other Party of any provision of this Agreement will in no way affect the right to require such performance at any time thereafter nor will the waiver by either Party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
- J. **Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (i) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (ii) the next business day after it is sent by overnight carrier, (iii) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (iv) on the date of delivery if delivered personally. PVAMU 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:

PVAMU:

Prairie View A&M University
University Special Events & Protocol
PO Box 519
Prairie View, TX 77446
Attention: Demetria Howard

Telephone: 936-261-2103
Email: djhoward@pvamu.edu

With a copy to:

Prairie View A&M University Contract Administration
P.O Box 519, MS 1311
Prairie View, Texas 77446-0519
Telephone: +1 936-261-1902
Email: Contracts@pvamu.edu

HOTEL:

Hyatt Regency
265 Peachtree Rd NW
Atlanta, GA 30303
Attention: Rachel Boemker
Telephone: 404-460-6472
Email: rachel.boemker@hyatt.com

- K. **Organization.** If HOTEL is a business entity, HOTEL warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of HOTEL has been duly authorized to act for and bind HOTEL. Upon PVAMU's request, HOTEL shall promptly deliver to HOTEL (i) a certificate of good standing certified by the appropriate governmental officer in its jurisdiction of incorporation or organization; and (ii) a certificate of fact issued by the Texas Secretary of State.
- L. **Payment of Master Account.** The outstanding balance of PVAMU'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 PVAMU. 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*.
- M. **Payment Terms.** All payments required under the Hotel Contract are due and payable on or before thirty (30) days from the date PVAMU receives a true and correct invoice for same. Notwithstanding the foregoing, all invoices shall be subject to the Texas Prompt Payment laws.
- N. **Refund of Deposit/Prepayment.** In the event this Hotel Contract is canceled and/or terminated by HOTEL for reason not attributable to PVAMU or if canceled and/or terminated by MEMBER for default of performance by HOTEL, then within thirty (30) days after cancellation and/or termination, HOTEL will reimburse

PVAMU for all advance payments paid by PVAMU to HOTEL that were (i) not earned by HOTEL prior to cancellation and/or termination, or (ii) for goods or services that the PVAMU did not receive from HOTEL prior to cancellation and/or termination.

- O. **Severability.** In case any one or more of the provisions contained in this Agreement 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 Agreement 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 Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.
- P. **Survival.** Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.
- Q. **Termination.** PVAMU, 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 PVAMU. In the event PVAMU 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.
- R. **U.S. Currency.** All amounts payable hereunder shall be paid in United States dollars.
- S. **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. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this Agreement or the services to be provided pursuant to this Agreement.

STATE AGENCY CLAUSES

- A. **Conflict of Interest.** HOTEL certifies, to the best of their knowledge and belief, that no member of the A&M System Board of Regents, nor any employee of PVAMU or A&M System, has a direct or indirect financial interest in HOTEL or in the transaction that is the subject of this Agreement.
- B. **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 Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
- C. **Dispute Resolution.** To the extent that Chapter 2260, *Texas Government Code* is applicable to this Agreement, 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 PVAMU 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 Senior Vice-President for Business Affairs & CFO of PVAMU, 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 Agreement waives PVAMU's sovereign immunity to suit or liability, and PVAMU has not waived its right to seek redress in the courts.
- D. **Executive Order GA-48.** HOTEL represents and warrants that HOTEL is not and, if applicable, none of its holding companies or subsidiaries are (i) listed in Section 889 of the 2019 National Defense Authorization Act ("NDAA") regarding telecommunications and video surveillance; (ii) listed in Section 1260H of the 2021 NDAA regarding Chinese military companies in the US; (iii) owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4 ("15 C.F.R. § 791.4 List"); or (iv) controlled by any governing or regulatory body located in a country on the 15 C.F.R. § 791.4 List. HOTEL acknowledges that a false certification is a material breach of contract and is grounds for immediate termination of this Agreement with

no further obligation on the part of PVAMU or the A&M System. If this Agreement is terminated due to a false certification, HOTEL will immediately reimburse PVAMU for all prepaid costs.

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

- F. **Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, 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.

- G. **Insurance.** HOTEL acknowledges that, because PVAMU is an agency of the state of Texas, liability for the tortious conduct of employees of PVAMU or for injuries caused by conditions or use of tangible state property is provided solely by the provisions of the Texas Tort Claims Act (Texas Civil Practice and Remedies Code Chapters 101 and 104); and that workers' compensation insurance coverage for employees of PVAMU is provided by the A&M System as mandated by the provisions of Chapter 502, Texas Labor Code. PVAMU shall have the right, at its option, to (i) obtain liability insurance protecting PVAMU and its employees and property insurance protecting PVAMU's buildings and contents, to the extent authorized by Section 51.966, Texas Education Code, or other law, or (ii) self-insure against any risk that may be incurred by PVAMU as a result of its operations under the Agreement.

- H. **Limitations.** As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of PVAMU to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on PVAMU'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 PVAMU except to the extent authorized by the Constitution and the laws of the State of Texas. Neither the execution of this Agreement by PVAMU nor any other conduct, action, or inaction of any representative of PVAMU relating to this Agreement constitutes or is intended to constitute a waiver of PVAMU's or the state's sovereign immunity.

- I. **Payment of Debt or Delinquency to the State.** Pursuant to Sections 2107.008 and 2252.903, *Texas Government Code*, HOTEL agrees that any payments owing

to HOTEL under this Agreement 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 they arise, until such debts or delinquencies are paid in full.

- J. **Public Information.** HOTEL acknowledges that PVAMU 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 Agreement, as well as any other disclosure of information required by applicable Texas law. Upon PVAMU's written request, and at no cost to PVAMU, HOTEL will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of PVAMU in a non-proprietary format acceptable to PVAMU that is accessible by the public. HOTEL acknowledges that PVAMU may be required to post a copy of the fully executed Agreement 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 Agreement and HOTEL agrees that this Agreement can be terminated if HOTEL knowingly or intentionally fails to comply with a requirement of that subchapter.
- K. **State Auditor's Office.** HOTEL understands that acceptance of funds under this Agreement 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.
- L. **Tax Exempt.** As an agency of the State of Texas, PVAMU is tax exempt. Tax exemption certification will be furnished to HOTEL upon request.
- M. **Venue.** Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against PVAMU is to be in the county in which the principal office of PVAMU's governing officer is located.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties have entered into this Hotel Contract as of the Effective Date.

PRAIRIE VIEW A&M UNIVERSITY

HYATT REGENCY

Robert Hall

[Handwritten Signature]

Signature

Signature

Robert Hall

Rachael Boemker

Name

Name

Director, Procurement and Contract Admin

Event Sales Manager

Title

Title

12/5/2025 | 3:19 PM CST

12/4/25

Date

Date

Quiana Scott

Signature

Quiana Scott

Name

Senior Sales Manager

Title

12/5/2025 | 3:23 PM CST

Date