This Agreement is entered into by and between **Margaritaville Lake Resort, Lake Conroe** hereinafter referred to as "Resort" and the undersigned **Prairie View A&M University** hereinafter referred to as "Group."

Margaritaville Lake Resort, Lake Conroe is primarily in the business of providing accommodations, meeting facilities, food and beverage, golf, spa and other activities and services. Upon receipt of this signed agreement, accommodations, meeting facilities, food and beverage requirements and other reserved services are removed from inventory and considered "sold." Please review all sections of this agreement.

Created on: Monday, February 24, 2025

Contact Name:	**Robert Hall**	**Booked By:**	**Blair Scott**
Title:	**Director, Procurement Services and Contract Administration**	**Title:**	**Sales Manager**
Account:	**Prairie View A&M University**		**Margaritaville Lake Resort, Lake Conroe**
Address:	**3100 Main Street Houston, TX 77002**		**600 Margaritaville Pkwy. Montgomery, Texas 77356**
Phone:	**(713)797-7015**	**Phone:**	**(936) 448-3235**
Email:	**rlhall@pvamu.edu**	**Email:**	**blair.scott@margaritavilleresortlakeconroe.com**
Post As:	**PVAMU Wellness in Houston Annual Retreat 2025**		
On-site Contact:	**Ericka Abrams & Diane Willis**		

CONTRACT DECISION DATE: 05/01/2025

The guestrooms program as identified in this letter of AGREEMENT is being held on a tentative basis for your organization. It is not considered definite until Margaritaville Lake Resort, Lake Conroe also referred throughout this AGREEMENT as (Resort) receives this signed agreement no later than **05/01/2025.** In the event we receive a request for your dates prior to contract due date we will contact you immediately and you will have the first right of refusal. Thereafter, if we do not receive your signed AGREEMENT within 48 hours, we reserve the right to release your tentative status without further notice.

GUEST ROOM COMMITMENT

The official dates for the Group are **07/13/2025** to **07/16/2025**. Resort will provide the following accommodations at the agreed upon Guest Room Rate(s) listed. Guest Room Rate(s) are based on Single or Double Occupancy. *+$25 per person per night for over two-person occupancy (6+ years and older).*

Room Type	Sun 07/13/2025	Mon 07/14/2025	Tue 07/15/2025	Total
Run of House	11	64	64	139
	$128.00	$128.00	$128.00	$128.00
Executive Suite	1	1	1	3
	$128.00	$128.00	$128.00	$128.00
Booking Total	**12**	**65**	**65**	**142**

Total Room Block = 142 Room Nights at the prevailing Per Diem rate *(currently $128.00 per room, per night)*

TAXES & SERVICES

Accommodations, applies to Room Rate & Guest Amenity Access
Room tax is currently 13% (6% State, 7% Local/City)

Banquet / Food & Beverage Outlets
Sales tax is currently 8.25%.

Banquet Service Charge (taxable at 8.25%) is 25%.
Group has submitted valid proof of Occupancy Tax exemption and Sales Tax exemption and therefore both have not been added to the current value of the program. Taxes are subject to change.

CHECK IN – CHECK OUT

To accommodate your group with maximum efficiency, we require a 4:00 PM check-in and an 11:00 AM check-out. When notified in advance, we are able to provide luggage storage for guests arriving early or departing after the check-out time. Check in/out times are subject to change without notice.

GUEST ROOM BILLING

All Charges to the Individual

We understand that each Individual will be responsible for their own guestroom charges, guest amenity access, taxes, and incidental expenses at the time of check-out. A refundable deposit equal to the first night's room, tax, guest amenity access will be charged on the credit card at the time of booking to guarantee the reservation. Cancellations must be made seven (7) days prior to arrival to avoid forfeiting the deposit amount. Each guest must present a government-issued photo identification and a valid credit card upon check-in on which an Incidental Hold can be obtained to cover the guest's anticipated charges through the duration of their stay. Any unused portion of the Incidental Hold will be released at check-out; processing time for the refund may vary. Group shall be solely and fully responsible for informing its attendees of the Individual Guest Room Billing policies.

RESERVATION PROCEDURE

Rooming List Reservations

A Rooming list and billing instructions must be received by your Planning Manager on or before **06/13/2025**. The rooming list must indicate full names of guests, arrival/departure dates, type of accommodation requested and pairing for shared rooms. Resort shall make commercially reasonable efforts to accommodate special requests such as connecting rooms or specific room types, subject to availability. Please note if we have not received your rooming list or written guestroom guarantee by **06/13/2025,** we may release the guestrooms for re-sale; however the terms of the guestroom commitment minus any attrition exercised will apply.

CUT-OFF DATE

All rooms will be held until thirty (30) days prior to Group arrival**, 06/13/2025**. At that time, any unused portion of the Total Room Block will be returned to the Resort's inventory for sale to the general public. Resort will continue to accept reservations at the official Event rate after the cut-off date based on space and rate availability. The return of rooms to inventory following the Cut-Off Date will not negate the Group's responsibility to utilize those rooms pursuant to the terms of this agreement and pursuant to the attrition and cancellation clauses herein.

GUEST AMENITY ACCESS ***Waived***

A Guest Amenity Access of $0.00 per room per night will be charged to each occupied room within the Total Room Block. This fee includes the following:

- High speed WIFI in guest suites and public spaces
- Self-parking
- Access to the Coconut Telegraph Self-Service Business Center
- In-room coffee and tea service
- Complimentary intra-resort transportation
- Two complimentary bottles of water in your suite
- Unlimited local telephone calls
- Golf bag handling and storage
- Pool towel service
- Unlimited access to the following resort amenities:
    - Jolly Mon Water Park with multiple pools, splash pad, waterslides, lazy river, and hot tub
    - Fins Up! Fitness Center with modern free weights and cardio machines, CrossFit and Pilates equipment, three studio rooms, racquetball courts, and indoor cycling
    - Golf practice facilities
    - Parrot Island Mini Golf
    - Private beach
    - Fins City Arcade, charges apply for games
    - Tennis and pickleball courts

ADDITIONAL SERVICE FEES

Porterage/Bell Service/Room Deliveries

Individual use of bell staff is based off discretionary tips from guests. All group scheduled luggage delivery, luggage pulls, amenity or gift drops to guest suites has a mandatory porterage is $6 per room each time. This fee is subject to change at any time. Group shall be solely and fully responsible for informing its attendees of this charge. It is separate and distinct from the room rate and taxes. Group may not, in any printed materials regarding the meeting or in any other manner, combine this fee into any category such as room rate or taxes.

Parking

Self-Parking is included in the "Guest Amenity Access". Valet parking is currently available at a rate of $26.00 per car, per evening for overnight guests, $18.00 per car, per eight (8) hour period (not available for overnight parking) for day meeting guests, and $16.00 per car, per eight (8) hour period (not available for overnight parking) for Hosted Daily Valet at time of contract. Group shall be solely and fully responsible for informing its attendees of this charge. It is separate and distinct from the room rates and taxes. Group may not, in any printed materials regarding the meeting or in any other manner, combine this fee into any category such as room rate or taxes.

SPECIAL CONCESSIONS

The Resort will provide the following concessions based on actual utilization of **90%** or more of the Total Room Block (See "Guest Room Commitment").

- "Guest Amenity Access" fee valued at $49.00 per room, per night, waived – *estimated $18,176.00 savings*
- One complimentary upgrade from Standard to Executive Suite at Group Rate – *over $1,200.00 savings*
- Complimentary meeting space as outlined in contract with minimum food & beverage commitment in banquets
- Optional $10 discount on Day Meeting Packages per person, per day
- 10% discount off in-house Audio-Visual – *does not include power, rigging, or labor*
- 10% discount on banquets food & beverage menu – *excludes alcohol per Texas Alcohol Beverage Commission*
- 10% discount off Spa services and 15% off Spa packages – *subject to Spa availability*
- 10% discount off Green Fees – *subject to Golf Club availability*

FUNCTION SPACE REQUIREMENTS

Function space has been reserved as set forth in the Schedule of Events listed below. Specific room assignments may be changed at the discretion of Resort provided comparable space is available to accommodate requirements. The Resort reserves the right to reduce space based on guest room pick up.

Date	Time	Event Class	Room	Setup	AGR	Rental
Mon, 07/14/25	8:00 AM - 5:00 PM	Meeting	Anchor	U-Shape	12	0
Mon, 07/14/25	12:00 PM - 1:00 PM	Lunch Plated	Catamaran	Rounds	12	0
Tue, 07/15/25	7:00 AM - 8:00 AM	Breakfast Buffet	Waterside Cove Dining	Existing	70	0
Tue, 07/15/25	8:00 AM - 5:00 PM	General Session	Coastal Ballroom	Crescent Rounds	70	0
Tue, 07/15/25	12:00 PM - 1:00 PM	Lunch Buffet	Waterside Cove Dining	Existing	70	0
Tue, 07/15/25	6:00 PM - 10:00 PM	Reception - Full	Boathouse Bar & Lounge Buyout	Existing	70	$500.00
Wed, 07/16/25	7:00 AM - 8:00 AM	Breakfast Buffet	Waterside Cove Dining	Existing	70	0
Wed, 07/16/25	8:00 AM - 5:00 PM	General Session	Coastal Ballroom	Crescent Rounds	70	0
Wed, 07/16/25	12:00 PM - 1:00 PM	Lunch Buffet	Waterside Cove Dining	Existing	70	0

Final Conference Program

Group will furnish Resort with a program schedule at least sixty (60) days in advance of the Event and a final detailed program schedule assigning the reserved meeting/function/exhibit space twenty-one (21) days in advance of the Event. Further requests by Group for additional function space shall be honored on a "space available" basis and additional fees may apply. Last minute extensive changes on site or within twenty-four hours of schedule event will be charged an additional labor fee. Fee(s) will be determined based on the intensity of change.

Audio-Visual Requirements and Outside Contractors

Resort has its own in-house audio/visual department that features state-of-the-art equipment and trained technicians. It is the policy of Resort that all audio/visual requests are to be directed through your Planning Manager at the Resort. Subcontracting or providing your own audio/visual equipment and or services is not recommended and may result in additional servicing fees.*Clients that subcontract or provide their own audio/visual equipment will accept any and all liability for such equipment*. Group will hold Resort harmless for any loss or damage. Any subcontractor or outside contractor to be used by the Group must be approved in advance by the Resort. Group's contracts with its contractors will all specify that such contractor and the Group will indemnify and hold resort harmless from any and all damages or liabilities which may arise by such Contractors or through their use to the extent permitted by law. Any contracted company working at the Resort is required to carry and maintain workers' compensation insurance in statutory amounts; comprehensive general public liability insurance covering automobile, personal injury and property damage with single limits of not less than one million dollars ($1,000,000) per person per occurance. All such policies (except workers compensation) shall specifically state Resort is named as additional insured under the above policy. Such insurance shall be primary and not contributory with Resort's coverage. Evidence of such insurance shall be provided to Resort at Resort's request.

Group Shipping & Receiving Services
Resort can assist with the shipping and receiving of boxes for your program. All boxes sent prior to the Event must be labeled, Attention: name of on-site recipient with Group affiliation and event date. The shipping and receiving fee, will be based on size and weight. First ten (10) boxes will be delivered on a complimentary basis. $5.00 per box handling fee will apply for all boxes over the ten (10), Large boxes or crates will be priced according to size. Fees will be charged to the Group's master account for each box received or shipped by the Resort. Shipments can be received no earlier than three (3) days prior Group arrival. Shipments received outside three (3) days are subject to additional storage fees. Shipping of boxes after the program will be coordinated through our Planning Manager, who will provide shipping forms, as well as, mailing options. Shipping arrangements may be arranged from Monday through Friday, 9am – 5pm. Outgoing packages need to have a scheduled pick up within three (3) days from the last day of the event, or additional fees may apply. *For exhibitor, vendor or sponsor shipping and receiving services, please contact Resort's in-house audio/visual department.*

Signs, Display and Use of Resort Name
Group shall not display signs in Resort nor use the name/logo of the Resort in any promotional brochures or ads without prior approval from the Resort. Group shall not use any tacks, nails, staples, heavy duty tape or other intrusive or damaging methods of posting material. Damages caused will be billed to the Group. The location of all marketing signage and displays need to be approved by the Planning Manager in advance. Any ceiling hanging and/or rigging must be arranged with the Resort in-house audio/visual department in advance. Any ceiling hanging and/or rigging will result in a labor charge and will be billed to the Group.

FOOD AND BEVERAGE

Licensing
Resort is licensed to serve food and beverages. All food and beverage items consumed in banquet rooms, outlets, hospitality suites and/or other venues must be purchased from Resort. Food and/or beverages of any kind are not permitted to be brought into the Resort.

Alcoholic Beverage Service
TABC laws and regulations governing the service of alcoholic beverages, hours of service, minimum age for consumption, location where drinks may be served and consumed, and other applicable laws will be strictly adhered to by all guests and patrons. Resort reserves the right to enforce limitations on the consumption of alcohol by any guest or patron, including guests that attend Group Event(s) at its sole discretion.

Pricing and Catering/Banquets Policies
Food and beverage prices tend to fluctuate in accordance with market conditions. For this reason, menu pricing for planned food and beverage functions will be guaranteed no earlier than sixty (60) days prior to the event start date, ***confirmed with final Event Orders, signed by the client.*** All prices are subject to appropriate taxes and service fees. See "Taxes & Services". Resort requests that Group take the opportunity to carefully review the policies and procedures contained in the Banquet Menus. Unless otherwise noted, these standards shall apply for Group banquet function(s).

Attendance Guarantee
All planned food and beverage functions require a guaranteed number of persons a minimum of seventy-two (72) business hours prior to the time of the scheduled function (the "Food and Beverage Guarantee Date"). In the event a food and beverage function is held on a Monday or Tuesday, the guarantee will be required by noon the previous Friday. Should the attendance guarantee not be received in accordance with the guidelines outlined above, the contracted count will become the guarantee, and charges will be based on actual counts or guarantee, whichever is higher. Resort agrees to set and prepare for 5% over the guaranteed count. Banquet Event Orders will be provided separately by Resort, summarizing specific details and pricing of the food and beverage function. Complete details of program, meeting schedule, menus, set-up, etc. must be finalized in writing no later than twenty-one (21) days prior to arrival date. Resort reserves the right to charge additional labor charges for any last-minute set-up deviations to previously agreed function set-ups. Nothing in the attendance guarantee will reduce or negate the group's responsibility to actualize the contractually required banquet food and beverage revenue minimum. This minimum must be met in a Banquet food and beverage capacity.

Cancellation After Guaranteed Due Date
In the event of any cancellation or partial cancellation of individual food and beverage functions after the Food and Beverage Attendance Guarantee Date, Resort will charge Group for 100% of the guaranteed amount set forth on the Banquet Event Order.

Banquet Food & Beverage Minimum
Group guarantees an overall food and beverage minimum of **$10,000.00**+ in catered/banquet events ("Food and Beverage Minimum"). The aforementioned minimum excludes tax, service charge, site fees, outlet and hospitality suite charges for calculation purposes. If revenue actualized from scheduled catered/banquet events is less than the Food and Beverage Minimum, Group shall pay the difference (plus applicable service fees) to

the Resort as a Banquet Food and Beverage attrition charge, and not as a penalty. The Resort can work in advance to help enhance events, to better meet the minimums. *Package meals are not included in this minimum.*

Taxes and Services
Group has submitted valid Sales Tax exemption (currently 8.25%), and tax has not been added to the estimated program value. A 25% service charge will be applied to all banquet food and beverage functions. A portion of the service charge will be retained by the Resort as an administrative fee. This portion is not a tip or gratuity and is not distributed to the service staff. All Taxes and service fees are subject to change.

BILLING OPTIONS

Billing Arrangements **Direct Bill approval pending for Master Account balance**
A master account will be established for Group covering its charges. The deposit monies required under "Group Deposit Schedule" notwithstanding, full master account charges must be paid in advance unless direct billing has been established. Direct billing requests will be reviewed in accordance with the Resort's normal approval process which requires completion of a direct billing application. Group shall review all charges billed to the master account to ensure accurate billing. Upon request Resort's Group Billing Coordinator will make arrangements to review charges with Group during the Event and at the conclusion of Event prior to departure. Payment of all master account charges must be made within thirty (30) days of receipt of Resort invoice, after which interest shall accrue at 18% per annum, or the highest rate permitted by law, whichever is lower. Group may be subject to interest charges for amounts that go unpaid after thirty (30) days. Payment of the Master Account must be by wire transfer, cash, company or certified check. Other methods of payment must be approved in advance by the Resort Credit Manager. Disputed items shall be paid within ten days of the resolution of the dispute, along with interest thereon commencing 30 days after the bill was first received. Attrition and cancellation charges shall be posted to the master account.

Billing Arrangements For initial deposit – by wire transfer
Personal or business checks for full pre-payment of Master Account charges must be received no later than fourteen (14) days prior to the Event. Cash, certified funds or wire transfers can be accepted up to ten (10) days before the Event. It should be noted that the Group will not be able to "add-on" or have an overage unless the cash/check deposit is sufficient to cover the "add-ons". Therefore, if Group pays by cash or check it is suggested that Group pay an amount exceeding the estimated charges in order to facilitate growth in their Master Account charges. Group has the option to use a credit card (with signed authorization) for add-ons or overage which would be charged upon final invoice completion.

Deposit Schedule

Transaction Type	Date	Amount
Initial Deposit	Within seven (7) days of contract signing	$5,000.00
Final Deposit, to include applicable service charges	Upon Receipt of Invoice	Remaining Balance TBD

Direct Billing is under review, and should it not be approved as the method of payment, the balance will be due in full prior to arrival. The overall Group program is currently valued at **$41,200.92**, and the Master Account is currently valued at **$12,500.00** (the food & beverage minimum + 25% service fee). These estimates do not include Sales or City Occupancy Tax per Group's exemptions.

Please remit payment to:
Margaritaville Lake Resort, Lake Conroe – Houston
Attn: Accounts Receivable
Prairie View A&M University - Wellness in Houston 07/13/2025
600 Margaritaville Parkway
Montgomery, TX 77356

ATTRITION

Both parties agree to the attrition and cancellation policies listed below. All notices of reduction and cancellation must be in writing (including by facsimile or e-mail) to the attention of the Sales Manager and/or Director of Sales and shall be effective on the date received by Resort. For purposes of this section, the "Total Room Block" shall mean the number of room nights reserved by Group as outlined under "Guest Room Commitment." Any reduction in reserved rooms, over and above the allowable reduction as outlined in "Guest Room Attrition", shall not alter the Total Room Block for purposes of assessing attrition or cancellation fees. In the event the Group increases the number of rooms reserved above the number listed in "Guest Room Commitment," this increased amount shall represent the new "Total Room Block."

The revenues that Resort expects to realize under this Agreement are based in part upon full usage of the room block at the rates established herein. Should Resort fail to realize the full amount of its anticipated revenues due to the reduced usage of the Total Room Block or cancellation of the Event, the parties agree that it would be difficult to determine the Resort's actual loss because the Resort would not only have lost all of the anticipated revenues set forth in the Agreement, but also ancillary revenues and the opportunity to have offered the unused sleeping rooms, individually or as part of a larger block, to other parties.

Guest Room Attrition
At any time prior to **06/13/2025 (attrition date)** the Total Room Block may be reduced by up to a maximum of **10% (attrition %).** The resulting Total Room Block, after reduction, shall be referred to as the "Adjusted Room Block." For any reduction in the Total Room Block in excess of **10%,** Resort will bill as liquidated damages, not as penalty.

Liquidated Damages resulting from Group attrition are subject to all applicable taxes and fees. The Resort reserves the right to reduce meeting space proportionately to attrition reductions only after discussion and mutual consent from Group.

EVENT CANCELLATION

In the event a Group cancellation occurs prior to arrival, Group will be responsible for liquidated damages in the percentage amount identified in the table below, not as a penalty, in an amount based on the Total Lost Revenue plus applicable taxes when required by state law and service charges. Attrition allowances are not applicable to cancelled programs.

Cancellation Date	Liquidated Damages
From contract signing to 3 months prior to Arrival (04/13/2025)	75% of Total Lost Revenues - *$30,900.69*
3 months (05/18/2023) prior to Arrival or less	100% of Total Lost Revenues - *$41,200.92*

TOTAL LOST REVENUE

It is agreed Total Lost Revenue equals total contracted revenue to have been generated from the EP, day guest and individual guestrooms, recreation and catered food and beverage functions (based upon minimum catering prices in effect at the time of the meeting per each attendee) to be calculated on a per night/day basis including service charges and applicable taxes. If after acceptance of this agreement the scope of the program increases by the addition of program elements such as, but not limited to, increased room block via the rooming list, the addition of catered food and beverage functions, teambuilding or recreational events, or other elements, it is agreed such elements are to be included in the calculation of Total Lost Revenue. Fees shall be due and payable upon receipt of invoice. Occupancy tax (currently 13%), service charge (currently 25%) and applicable sales tax (currently 8.25%) will be applied to full cancellation charges.

In addition to the foregoing, Resort may terminate this Agreement at any time upon written notice to Group prior to the scheduled arrival date for the following reasons: (i) failure by Group to make any payment to when due; (ii) failure by Group to comply with any other material term of this Agreement; (iii) false representation in any credit application submitted to Resort, (iv) assignment for the benefit of creditors or the commencement of any receivership or bankruptcy proceeding by or against Group or (v) Group's proposed activities at the Resort, in our reasonable opinion, expose Resort or its owner, to serious possible loss of good will or reputation. In the event Resort terminates this Agreement for any of the above reasons, Group will pay as liquidated damages the applicable amount set forth in the table above. The parties agree that the foregoing amounts are a fair and reasonable estimate of damages resulting from termination of this Agreement (by either party) and that such amounts do not constitute a penalty.

FORCE MAJEURE

No damage by either party shall be due for a failure of performance occurring due to Acts of God, war, riot, disaster, strikes (excluding strikes of the employees of the party which attempts to invoke this clause), government regulations or terrorist act, any one of which makes performance impossible.

INSURANCE

Resort and Group each agree to carry adequate liability and other insurance protecting itself against any claims arising from any activities conducted during the contracted Event. Resort will not assume responsibility for damages or loss of any merchandise, printed matter or art placed in Resort prior to or during the Event. Group will be responsible for obtaining security in advance, if required, in exhibit or meeting areas. Security arrangements may be made with the Resort's Security Department no later than fourteen (14) days in advance of the event.
Any outside vendor or contractor that Group may wish to use while on Resort premises must be approved thirty (30) days in advance of the Event date. Approval may be dependent upon receiving an executed Indemnification form and certificate of insurance from the vendor or contractor naming Resort as an additional insured on their insurance policies.

MUTUAL INDEMNIFICATION

Resort shall indemnify, defend and hold harmless Group and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Resort's negligence in connection with the provision of services or the use of the Resort facilities, except to the extent and percentage attributable to Group or its members', agents', employees', or Exhibitors' negligence. Resort shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

Group shall indemnify, defend and hold harmless Resort and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Group's negligence and/or its members', agents', employees', independent contractors' or Exhibitors' negligence in connection with the use of Resort facilities, to the extent permitted by law, except to the extent and percentage attributable to Resort's negligence. The Group shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

CHOICE OF LAW; ATTORNEY'S FEES

This Agreement shall be governed by the laws of Texas. Any action arising out of or related to this Agreement shall be brought exclusively in the state or federal courts located in Montgomery County, Texas and the parties' consent to the exercise of jurisdiction by said courts. The parties agree that in the event of any dispute in any way relating to or arising out of this Agreement, the prevailing party in any litigation shall recover its award of attorney's fees and costs.

ENTIRE AGREEMENT

This Agreement is the entire agreement between the parties, superseding all prior proposals both oral and written, negotiations, representations, commitments, and other communications between the parties, and may only be supplemented or changed in writing, signed by a representative of the group and the Resort's Sales Manager. No representative of the Resort has been or is authorized to make any representation which varies from the express terms of this contract, though this contract may be supplemented or amended in writing. Group may not assign any benefits arising under or associated in any way with this agreement without prior consent of Resort.

ACCEPTANCE

This agreement shall be deemed accepted only after it has been signed by a representative of the group and thereafter signed by a representative of the Resort. Acceptance may be made by email or facsimile transmission.

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The delivery of this Agreement, including signature pages, by any electronic means intended to preserve the original graphic and pictorial appearance of a document, including sending in portable document format ("PDF"), will have the same effect as physical delivery of the paper document bearing the original signature. Further, the Parties agree that any such documents may be signed by means of an electronic signature, provided that such signature and any related signing process comply fully with Applicable Laws (such as the U.S. federal E-SIGN Act and similar state laws, as applicable).

I hereby accept the above stated terms and conditions, and further warrant that I have authority to sign on behalf of **Prairie View A&M University.**

Accepted and Agreed:

Prairie View A&M University

By: Robert Hall

Robert Hall
Director, Procurement Services and Contract Administration

Date: 5/15/2025 | 1:13 PM CDT

Margaritaville Lake Resort, Lake Conroe - Houston

By: Blair Scott

Blair Scott
Sales Manager

Date: 5/16/2025 | 1:01 PM CDT

Margaritaville Lake Resort, Lake Conroe – Houston

By: Dustin Mathews

Director of Sales – Dustin Mathews

Date: 5/15/2025 | 11:15 AM PDT

Docusign Envelope ID: BB7EB8FD-318D-4F39-9659-E467518AB6EB

PRAIRIE VIEW A&M UNIVERSITY
HOTEL CONTRACT ADDENDUM

This addendum ("Addendum") amends and supplements the standard contract and/or purchase order form ("Hotel Contract") provided by **Margaritaville Lake Resort, Lake Conroe** ("**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 ("**UNIVERSITY**"), and **HOTEL** located at **600 Margaritaville Pkwy. Montgomery, Texas 77356**. 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. **UNIVERSITY** and **HOTEL** may be individually referred to as "Party" or collectively referred to as "Parties." Both Parties agree that the Hotel Contract is hereby amended and supplemented as follows:

1. This Addendum is incorporated into the Hotel Contract and in the event of any conflict in the terms of the Hotel Contract and the terms of this Addendum, the terms of this Addendum shall in all aspects govern and control.

2. None of the provisions listed below, if they appear in the Hotel Contract, have any effect or are enforceable against **UNIVERSITY**:

    a. Requiring **UNIVERSITY** to maintain any type of insurance either for **UNIVERSITY's** benefit or for **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 **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 **UNIVERSITY** for damages in excess of the actual losses incurred by **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 **UNIVERSITY** to any arbitration provision or to the decision of any arbitration board, commission, panel or other entity.
    i. Obligating **UNIVERSITY** to pay costs of collection or attorneys' fees.
    j. Obligating **UNIVERSITY** to indemnify, defend or hold harmless any party.

3. The following language is added to the Hotel Contract:

Cancellation. In the event **UNIVERSITY** 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 **UNIVERSITY** in order to reduce **UNIVERSITY**'s cancellation/attrition fees. Resold space will be credited to reducing any obligations that **UNIVERSITY** may have incurred.

PRAIRIE VIEW A&M UNIVERSITY
HOTEL CONTRACT ADDENDUM

UNIVERSITY 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 **UNIVERSITY** for the dates cancelled by **UNIVERSITY,** shall be delivered to **UNIVERSITY** within ten (10) business days of departure date.
Reference Page #5-6 Section: Attrition of Vendor's document
Reference Page #4 Section: Food & Beverage – Cancellation After Guaranteed Due Date of Vendor's document

UNIVERSITY, 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 **UNIVERSITY**. In the event **UNIVERSITY** decides to continue with its reserved use of **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 **HOTEL** prior to the scheduled arrival date.

iii. **HOTEL** enters into bankruptcy proceedings, becomes insolvent or subject to foreclosure, or takes any other like action for the benefit of creditors or debtors prior to the scheduled arrival date.

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

Payment Of Master Account. The outstanding balance of **UNIVERSITY'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 **UNIVERSITY**. Payment of the revised charges shall be payable within thirty (30) days of receipt of invoice. All past due amounts will be subject to a finance charge in accordance with the Texas Prompt Payment Act, Chapter 2251, *Texas Government Code*.

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

Insurance. The liability of the A&M System and its members for personal injury and property damage is controlled by the Texas Tort Claims Act, Texas Civil Practice and Remedies Code, Chapter 101,

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Section 101.021. The limits of liability are $250,000 for each person, $500,000 for each single occurrence for bodily injury or death and $100,000 for each single occurrence for injury to or destruction of property. Following this limited exposure, the A&M System and its members, as state agencies, are protected by the doctrine of sovereign immunity, and as such, is self-insured up to the aforementioned limits.
Reference Page #6 Section: Insurance of Vendor's document

Governing Law and Venue. The validity of the Hotel Contract and all matters pertaining to this Hotel Contract, including but not limited to, matters of performance, nonperformance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against **UNIVERSITY** shall be in the county in which the primary office of the chief executive officer of **UNIVERSITY** is located.
Reference Page #7 Section: Choice of Law; Attorney's Fees of Vendor's document

Tax Exempt Status. As an agency of the State of Texas, **UNIVERSITY** is tax exempt in the State of Texas. Tax exemption certification will be furnished upon request.
Reference Page #5 Section: Taxes and Services of Vendor's document

State Auditor's Office. **HOTEL** understands that acceptance of funds under this Hotel Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), Texas Education Code. **HOTEL** agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. **HOTEL** will include this provision in all contracts with permitted subcontractors.

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

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

Docusign Envelope ID: BB7EB8FD-318D-4F39-9659-E467518AB6EB

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UNIVERSITY: **Prairie View A&M University**
P.O. Box 519, Mail Stop 1311
Attention: Contracts Office
Phone: 936-261-1902
Email: contracts@pvamu.edu

HOTEL: **Margaritaville Lake Resort, Lake Conroe**
600 Margaritaville Pkwy.
Montgomery, Texas 77356
Attention: Blair Scott
Phone: (936) 448-3235
Email: blair.scott@margaritavilleresortlakeconroe.com

Force Majeure. Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Hotel Contract for failure or delay in fulfilling or performing any obligation under this Hotel Contract if and to the extent such failure or delay is caused by or results from causes beyond the affected party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).
Reference Page #6 Section: Force Majeure of Vendor's document

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

Entire Agreement. This Addendum and **HOTEL's** Contract Form constitute the entire and only agreement between the parties hereto and supersedes any prior understanding, written or oral agreements between the parties, or "side deals" which are not described in this Hotel Contract. This Hotel Contract may be amended only by a subsequent written agreement signed by authorized representatives of both parties.
Reference Page #7 Section: Entire Agreement of Vendor's document

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

Use of Name. Each party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that party (its "Marks"), including all goodwill pertaining to the Marks, are the sole property of that party. Neither party may use the Marks

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of the other without the advance written consent of that party, except that each party may use the name of the other party in factual statements that, in context, are not misleading.

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

Limitations. As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of **UNIVERSITY** to enter into certain terms and conditions of this Hotel Contract, including, but not limited to, those terms and conditions relating to liens on **UNIVERSITY'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 **UNIVERSITY** except to the extent authorized by the Constitution and the laws of the state of Texas. Neither the execution of this Hotel Contract by **UNIVERSITY** nor any other conduct, action, or inaction of any representative of **UNIVERSITY** relating to this Hotel Contract constitutes or is intended to constitute a waiver of **UNIVERSITY's** or the state's sovereign immunity.
Reference Page #6-7 Section: Mutual Indemnification of Vendor's document
Reference Page #7 Section: Choice of Law; Attorney's Fees of Vendor's document

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

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

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

Delinquent Child Support Obligations. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. Under Section 231.006, Texas Family Code, **HOTEL** certifies that it is not ineligible to receive the payments under this Hotel Contract and acknowledges that this Hotel Contract may be terminated and payment may be withheld if this certification is inaccurate.

Franchise Tax Certification. If **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.

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

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

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ACCEPTED & AGREED:

Prairie View A&M University

By: Robert Hall
Name: Robert Hall
Title: Director, Procurement and Contract Admin
Date: 5/15/2025 | 1:13 PM CDT

Margaritaville Lake Resort, Lake Conroe

By: Blair Scott
Name: Blair Scott
Title: Sales Manager
Date: 5/16/2025 | 1:01 PM CDT

Margaritaville Lake Resort, Lake Conroe

By: Dustin Mathews
Name: Dustin Mathews
Title: Director of Sales
Date: 5/15/2025 | 11:15 AM PDT