

PRAIRIE VIEW A & M UNIVERSITY

FILE COPY



P.O. Box 519, Mail Stop 1311
Prairie View, Texas 77446-0519
(936) 261-1902

Date: 08/03/2016

Page: 01

PURCHASE ORDER

Invoice to Agency Below:

P.O. #: P602199 05

VENDOR:

*****4960
SHERATON GUNTER HOTEL
205 E. HOUSTON ST.
SAN ANTONIO, TX 78205-1801

Vendor guarantees merchandise delivered on this order will meet or exceed specifications in the bid invitation.

All terms and conditions set forth in our bid invitation become a part of the order.

All invoices and packing slips must reference the P.O. # and Federal Tax ID #.

PRAIRIE VIEW A&M UNIVERSITY
PRAIRIE VIEW A&M UNIVERSITY
ACCOUNTS PAYABLE
MAIL STOP 1311, P.O. BOX 519
EMAIL: PAYABLES@PVAMU.EDU
PRAIRIE VIEW TX 77446-0519

Ship To:

PRAIRIE VIEW A&M UNIVERSITY
UNDERGRADUATE MEDICAL ACADEMY
P O BOX 519 MS#2900
PRAIRIE VIEW TX 77446

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by PVAMU and the Vendor to attempt to resolve any disputes arising under this contract. The designated individual responsible on behalf of Prairie View A & M University for examining any claim or counterclaim and conducting any negotiations related thereto as required under paragraph 2260.52, Subtitle F, Title 10 of the Government code shall be the Vice President for Business Affairs..

IMPORTANT: Any exceptions to pricing or description contained herein must be approved by PVAMU Procurement Office PRIOR to shipment.

Item	Description	Quantity	UOM	Unit Price	Extended Price
	USER REF: 118029-00001				
	NOTE TO DEPARTMENT: ISSUANCE OF A PURCHASE ORDER IS ONLY AUTHORIZATION FOR A PURCHASE OR REIMBURSEMENT. IT DOES NOT ENSURE PROMPT PAYMENT. IF PAYMENT DOCUMENTATION WAS SUBMITTED WITH YOUR REQUISITION, IT HAS BEEN FORWARDED TO ACCOUNTS PAYABLE WITH REFERENCE TO THE ASSIGNED PURCHASE ORDER NUMBER. PAYMENT MAY BE MONITORED ON FAMIS SCREEN 350 OR YOU MAY CONTACT ACCOUNTS PAYABLE.				
	DEPT CONTACT: FULLER/CAMPBELL, PH: 936-261-3071				
	CONTRACT ON FILE				
	PAYMENT REQUIREMENTS DEPOSIT DUE JULY 22, 2016. BALANCE DUE 10 DAYS PRIOR TO ARRIVAL.				
1	ATTENDEES ROOM BLOCK TOTAL 81 _MINIMUM GUEST ROOM REVENUE	1	LOT	9,720.000	9,720.00
2	MINIMUM FOOD AND BEVERAGE REVENUE	1	LOT	8,000.000	8,000.00
				TOTAL	17,720.00
	Purchase made by an Institution of Higher Education, Section 51.9335 Education Code.				
	CC FY ACCOUNT NO. DEPT.				
	05 2016 118029-00001-3020 MDAC			17,720.00	

RLM Prairie View A & M University cannot accept collect freight shipments. TX Education Code SEC. 51.9335 Purchase made by an institution of higher education TX Govt. Code Section 771.003.

F. O. B. NOT SPECIFIED

Our Purchase Order Number must appear on all invoices, shipping papers and packages to avoid payment delays.

TERMS:

Supplies/Equipment must be placed in the Department Receiving Room by:

The State of Texas is exempt from all Federal Excise Taxes.
STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Chapter 20, title 122A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

AUTHORIZED SIGNATURE

PRAIRIE VIEW A & M UNIVERSITY

FILE COPY



P.O. Box 519, Mail Stop 1311
 Prairie View, Texas 77446-0519
 (936) 261-1902

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 PRAIRIE VIEW TX 77446-0519

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Ship To:

PRAIRIE VIEW A&M UNIVERSITY
 UNDERGRADUATE MEDICAL ACADEMY
 P O BOX 519 MS#2900
 PRAIRIE VIEW TX 77446

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Item	Description	Quantity	UOM	Unit Price	Extended Price
	<p>DOCUMENT DATE: 08/03/2016</p> <p>DEPT. CONTACT: FULLER/CAMPBELL PHONE NO.: 936-261-3071</p> <p>SOLE SOURCE REASON: HOTEL LOCATION AND AMENITIES</p> <p>PCC CD:</p> <p>TYPE FUND: L TYPE ORDER: LOC</p>				

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 AUTHORIZED SIGNATURE

Agreement between J. Won Corporation d/b/a Sheraton Gunter Hotel San Antonio and Prairie View A&M University - PVAMU

Customer Prairie View A&M University - PVAMU Paula Campbell Executive Secretary	Property Sheraton Gunter Hotel San Antonio April Mccoy 205 E Houston St San Antonio, TX, 78205 United States Phone: 2105541740 Fax : 2102279305 Email : amccoy@sheratongunter.com
Phone: 9362613073 Fax : Email : pccampbell@pvamu.edu	Phone: 2105541740 Fax : 2102279305 Email : amccoy@sheratongunter.com

RE: Undergraduate Medical Academy PREM

This Agreement between Prairie View A&M University - PVAMU ("**Customer**") and J. Won Corporation d/b/a Sheraton Gunter Hotel San Antonio ("**Hotel**") is effective as of the date it is signed by Hotel ("**Agreement Date**").

Event Dates: 15-Aug-2016 to 18-Aug-2016

Guest Rooms: This Agreement applies to the following block of guest rooms (the "**Room Block**"):

	Mon, Aug 15, 2016	Tue, Aug 16, 2016	Wed, Aug 17, 2016	Total
EXECUTIVE KING (EKN)	5	5	5	15
TRADITIONAL DOUBLES (DDN)	22	22	22	66
Attendees Room Block Total	27	27	27	81

Total Guest Room Night Commitment: Customer's total guest room night commitment is 81.

Cut-off Date: The "cut-off date" for reserving rooms in the Room Block is 5:00 p.m. local time at Hotel on **26-Jul-2016**. After the cut-off date, it is at Hotel's discretion whether to accept additional reservations, which will be subject to prevailing rates and availability. Failure to reserve rooms in the Room Block prior to the cut-off date does not reduce Customer's total guest room night commitment and does not impact the "Attrition" or "Cancellation" provisions below.

Rates: Hotel will provide the confirmed guest room rates below for the Room Block (the "**Rates**"):

Attendees Room Block

Rooms	Single Rate	Double Rate	Triple Rate	Quad Rate
EXECUTIVE KING (EKN)	\$120	\$120	\$130	\$140
TRADITIONAL DOUBLES (DDN)	\$120	\$120	\$130	\$140

Rates do not include applicable state and local taxes, currently 16.75, or the following automatic or mandatory charges (e.g., resort charges): . No automatic or mandatory charges are tips, gratuities, or services charges for employees, unless otherwise expressly stated.

Rates will be available 3 days prior and 3 days after the Event Dates indicated in the Room Block, subject to availability of guest rooms at the time of reservation.

Rates are non-commissionable.

Rooming List: Guest room reservations will be made by rooming list that includes a clear listing of names, arrival/departure dates, and types of accommodations desired for each individual. The rooming list must be received no later than **26-Jul-2016**. All reservations made by rooming list will be guaranteed for arrival to the Master Account.

Function Space/Schedule of Events:

This Agreement applies to the following events and function space:

Date	Function Description	Start – End Time	Function Space	Set Up	# PPL	Room Rental
Mon, 15-Aug-2016	Meeting	8:00AM- 5:00PM	Alamo		55	\$0.00
Mon, 15-Aug-2016	Breakfast	8:00AM- 9:30AM	Yellowrose	Half Rounds	55	\$0.00
Mon, 15-Aug-2016	Lunch	12:00PM- 1:00PM	Yellowrose		55	\$0.00
Mon, 15-Aug-2016	Break PM	3:00PM- 3:15PM	Alamo Foyer		55	\$0.00
Tue, 16-Aug-2016	Meeting	8:00AM- 5:00PM	Alamo		55	\$0.00
Tue, 16-Aug-2016	Breakfast	8:00AM- 9:30AM	Yellowrose		55	\$0.00
Tue, 16-Aug-2016	Lunch	12:00PM- 1:00PM	Yellowrose		55	\$0.00
Tue, 16-Aug-2016	Break PM	3:00PM- 3:15PM	Alamo Foyer		55	\$0.00
Wed, 17-Aug-2016	Meeting	8:00AM- 5:00PM	Alamo		55	\$0.00
Wed, 17-Aug-2016	Breakfast	8:00AM- 9:30AM	Yellowrose		55	\$0.00
Wed, 17-Aug-2016	Lunch	12:00PM- 1:00PM	Yellowrose		55	\$0.00
Wed, 17-Aug-2016	Break PM	3:00PM- 3:15PM	Alamo Foyer		55	\$0.00
Thu, 18-Aug-2016	Breakfast	8:00AM- 9:30AM	Yellowrose		55	\$0.00
Total						\$0.00

Rates do not include applicable state and local taxes, currently 8.25%.

Assignment of Function Space: Hotel will provide Customer with Function Space in accordance with the schedule of events, based on the contracted number of people attending the event. Hotel may make reasonable substitutes to Function Space by notifying Customer.

Final Program: Customer agrees to provide its final program to Hotel no later than 3 days prior to 15-Aug-2016. In the event that a final program is not submitted by this date, Customer agrees that Hotel may at its option release all or part of space held for Customer.

Banquet Event Orders: Hotel will provide Customer with Banquet Event Orders ("BEOs") that specify and confirm the specific details and terms and conditions for each event including, final menu selections, pricing, room set up and decor.

Food & Beverage: Due to licensing requirements and for quality control, all food and beverage served at Hotel must be supplied and prepared by Hotel. Menu prices will be confirmed on Banquet Event Orders (BEOs). A service charge, currently 23% of the total food and beverage revenue (plus all applicable taxes), will be added to all food and beverage charges. The service charge is retained in its entirety by Hotel to cover non-itemized costs of the event. No fee or charge, including service charges, administrative fees, set up fees, labor fees, or bartender or food station fees, is a tip, gratuity, or service charge for any employee.

Minimum Revenue: This Agreement will generate revenue for Hotel from a variety of sources, including guest rooms, food & beverage, and charges for ancillary services. The minimum revenue anticipated by Hotel under this Agreement (excluding taxes and other charges) is:

Minimum Guest Room Revenue (# of room nights in Room Block x average Rate):	\$ 9720
Minimum Food & Beverage Revenue (based on committed food & beverage minimum):	\$ 8000
Estimated Other Revenue:	\$
Total Minimum Revenue:	\$17720

If Customer does not fulfill all of its commitments or cancels this Agreement, Customer agrees that Hotel will suffer damages that will be difficult to determine. The "Attrition" and "Cancellation" provisions below provide for liquidated damages agreed upon by the parties as a reasonable estimate of Hotel's losses and do not constitute a penalty of any kind.

Attrition: Customer will meet its minimum revenue requirements under this Agreement if it fulfills its Minimum Food & Beverage Revenue commitment above and its Adjusted Minimum Guest Room Revenue commitment based on the attrition allowance below.

Adjusted Minimum Guest Room Revenue:	80% of \$9720 = \$7776
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This attrition allowance does not apply if Customer cancels the Agreement or does not hold the event at Hotel. If Customer holds its event at Hotel, but does not fulfill its Adjusted Minimum Guest Room Revenue commitment it will pay Guest Room Attrition Damages (plus all applicable taxes) as a reasonable estimate of Hotel's losses as follows:

Guest Room Attrition Damages = Adjusted Minimum Guest Room Revenue minus actual guest room revenue from Room Block

If Customer does not fulfill its Minimum Food & Beverage Revenue commitment, it will pay the difference between its Minimum Food & Beverage Revenue commitment and its actual food & beverage revenue (plus all applicable taxes).

Cancellation: If Customer cancels this Agreement, Customer will provide written notice to Hotel, accompanied (except in the case of a Force Majeure) by payment of the amounts indicated below:

From the Agreement Date to 45 days prior to 15-Aug-2016 :	50% of Total Minimum Revenue = \$8860
From 44 days or less prior to 15-Aug-2016:	90% of Total Minimum Revenue = \$15948

The parties agree that the amounts included in this Cancellation clause are reasonable estimates of the losses that would be incurred by Hotel and factor in Hotel's ability to mitigate its losses through resale.

Chain Affiliation: Hotel will promptly notify Group upon any change in the brand under which the Hotel facility is operating. If any such change in brand decreases the star rating of the Hotel's facility, Group will have the right to terminate this Agreement without liability with written notice to Hotel as long as such notice is given within 30 days of Group's receipt of notice of such change.

Payment Options: Payment will be made as indicated below. *Please check applicable option.*

	Customer Pays	Guest Pays
Guest rooms (including taxes and automatic or mandatory charges):	X	
Event Food & Beverage (including taxes, service charges, and administrative charges):	X	
Incidental charges:		X

Master Account: Hotel will set up a "Master Account" for Customer for payment of charges under this Agreement. Customer must review all charges billed to the Master Account to ensure accurate billing.

Payment: Unless direct billing has been established, Customer will pay the estimated amount of the Master Account as shown on the deposit schedule. Customer will advise Hotel of its expected method of payment of the Master Account at least 30 days in advance of 15-Aug-2016. If Customer will pay using a credit card honored by Hotel, a valid credit card must be provided to Hotel no later than 15-Aug-2016, and all Master Account charges will be charged to such credit card at departure. Any amounts not paid at departure will accrue interest at 1½% per month from the date of departure. Upon application and review by Hotel, Hotel may elect to extend direct billing privileges to Customer. If direct billing has been established, payment of all undisputed amounts is due within 30 days of Customer's receipt of invoice from Hotel, and if not paid within 30 days will accrue interest at 1½% per month from date of departure. Customer must notify Hotel of any disputes within 5 business days of Customer's receipt of invoice from Hotel or disputes will be considered waived. If Hotel determines after establishing direct billing or a deposit schedule that Customer's credit status has changed negatively, Hotel may require payment of all estimated Master Account charges no later than 14 days before 15-Aug-2016.

Deposit Schedule:

Initial deposit in the amount of \$2200 is due by July 22, 2016. Estimated balance is due 10 days prior to arrival. Payments can be made by credit card, check or cashiers' check.

Concessions:

Concession
Complimentary meeting space.
Complimentary internet in the meeting room.
Discount valet parking at \$15.00 reduced from \$32.00 per car per night.

Estimated retail value of offered concessions = \$7260

Use of Event and Function Space: To protect the safety and security of all Hotel guests and property, Customer will obtain Hotel's advance written approval before using items in event and function space that could create noise, noxious odors or hazardous effects (e.g., loud music, smoke or fog machines, dry ice, confetti cannons, candles, or incense) and before engaging in any activities outside of the reserved function rooms (e.g., registration table). Customer will obtain any required Fire Marshall or other safety approvals, and will pay any expenses incurred by Hotel as a result of such activity, such as resetting smoke or fire alarms or unusual clean up costs.

Security: Hotel does not provide security in the event and function space and all personal property left in the event or function space is at the sole risk of the owner. Customer will advise its attendees that they are responsible for safekeeping of their personal property. Hotel may reasonably require Customer to retain security personnel in order to safeguard guests or property in Hotel. Security personnel are not authorized to carry firearms without advance Hotel approval.

Ancillary Services: Hotel may provide, or contract with third parties to provide, ancillary services (e.g., A/V, drayage, florists, exhibitors) to Customer for additional charges. Except with respect to certain services (e.g., rigging services), Customer may use its own vendors for such services provided that Customer's proposed vendors meet minimum standards established by Hotel, including insurance and indemnification requirements. With respect to audiovisual services, Customer will inform Hotel of its decision to bring its own vendor at least 60 days prior to 15-Aug-2016, and will sign, and have its audiovisual vendor sign, an acknowledgement of Hotel's Audiovisual Service Standards at least 45 days prior to 15-Aug-2016.

Construction: Hotel will promptly notify Customer of any construction or remodeling to be performed in Hotel over the Event Dates other than routine maintenance and Hotel will use all commercially reasonable efforts to insure that any such occurrence will not materially interfere with Customer's use of Hotel. Should construction or remodeling be mutually determined by Customer and Hotel to materially interfere with Customer's event, Customer will have the right to terminate this Agreement without liability with written notice to Hotel as long as such notice is given within 30 days of Customer's receipt of notice of such construction or remodeling.

Porterage: An porterage charge of \$12 in / \$12 out per person (plus all applicable taxes) will be assessed for Customer arrivals or departures to/from Hotel's facility, at the time of check-in or departure, requiring luggage handling or requiring any form of transportation to/from convention center lobby. The mandatory porterage charge is paid in its entirety to employees providing the porterage services.

Shipping and Storage: Hotel does not have storage space for crates, pallets or large shipments. Any materials to be sent to Hotel may arrive no earlier than 3 days prior to 15-Aug-2016. A handling and storage fee of \$8 per box/item or \$10 per pound (plus all applicable dates) will be assessed. The mandatory handling and storage fee is retained by the Hotel and is not a tip, gratuity, or service charge for employees providing the handling services. Hotel will not be responsible for any loss or damage to materials set to Hotel prior to 15-Aug-2016.

Relocation: If any guest room reservation cannot be accommodated by Hotel, Hotel will provide: (1) accommodations at a comparable Hotel reasonably nearby at no charge for the first night; (2) one complimentary round trip ground transportation between Hotel and the alternate hotel for each day the guest is displaced; (3) one 5 minute phone call and necessary arrangements for forwarding of the displaced guest's telephone messages and mail; (4) an offer to relocate the displaced guest back to the first available guest room; (5) upgraded accommodations at Hotel upon return (if available) and a welcome expression from the General Manager; and (6) credit to Room Block for any nights that guests are displaced.

Disclosure: Customer will be responsible for determining to whom it needs to disclose any terms of this Agreement, including any commission or rebate that it may receive. Customer will disclose to all Customer attendees the type and amount of all automatic and mandatory charges that will be charged to them by Hotel.

Laws and Policies: Each party will comply with all applicable federal, state and local laws (including the Americans with Disabilities Act) and Hotel rules and policies. Customer will be responsible for providing its disabled members with auxiliary aids

in connection with any Customer events or activities. Upon Customer's reasonable request, Hotel will cooperate with Customer to provide services on behalf of Customer's disabled attendees.

Smoke Free Policy: Hotel is a smoke free hotel. Restaurants on property that are not operated by Hotel may not participate in the smoke free policy. To protect the smoke free environment, Hotel will post a \$200 cleaning fee to the account of any guests who smoke in their guest room. To ensure the cooperation and comfort of Customer's attendees, Customer agrees to advise its attendees of the smoke free policy in writing.

Privacy: Customer will obtain all necessary rights and permissions prior to providing any personally identifiable information ("PII") to Hotel, including all rights and permissions required for Hotel, Starwood Hotels & Resorts Worldwide, Inc. ("Starwood"), Starwood affiliates, and service providers to use and transfer the PII to locations both within and outside the point of collection (including the United States) in accordance with Starwood's privacy statement (www.starwoodhotels.com/corporate/privacy_policy.html) and applicable law.

Confidential Information: Customer and Hotel will each take reasonable steps to keep all confidential information provided by the other party confidential and to identify information as confidential when shared. Confidential information will not include: (1) information that is publicly available; (2) PII, which will be handled by the parties in accordance with the "Privacy" provision above; or (3) information that is left or discarded in event rooms, public space or guest rooms.

Insurance: Each party will maintain insurance sufficient to cover any claims or liabilities which may reasonably arise out of or relate to its obligations under this Agreement and will provide evidence of such insurance upon request.

Indemnification: Each party will indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims resulting from its breach of this Agreement or the negligence, gross negligence or intentional misconduct of such party or its officers, directors, employees, agents, contractors, members, or participants. Neither party will be liable for punitive damages.

Dispute Resolution: The parties will resolve any claim or dispute arising out of or relating to this Agreement through binding arbitration before one arbitrator conducted under the rules of the American Arbitration Association or JAMS in the state and city in which Hotel is located. The law of the state in which Hotel is located will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or litigation arising out of or relating to this Agreement or the enforcement of any arbitration award, the prevailing party will recover attorneys' fees and costs including expert witness and arbitration fees and pre- and post-judgment interest. Each party will be responsible for attorneys' fees and interest associated with the other party's efforts to collect monies owed under this Agreement.

Force Majeure: If acts of God or government authorities, natural disasters, or other emergencies beyond a party's reasonable control make it illegal or impossible for such party to perform its obligations under this Agreement, such party may terminate this Agreement upon written notice to the other party without liability.

Emergency Plan: Hotel has an emergency and crisis management plan that addresses how to prepare for and react to events such as fires, communicable disease outbreaks, terrorist incidents, natural disasters and other extraordinary situations. This plan is based in large part upon Starwood's proprietary corporate-level plan, which was prepared with the assistance of outside consultants, and is regularly reviewed and adapted to address this Hotel's particular circumstances. Customer may view the table of contents of Hotel's plan at Hotel premises, but may not copy or keep any part of the plan in order to protect Hotel's proprietary information.

Notice: Any notice required or permitted by the terms of this Agreement must be in writing.

Assignment: Customer may not assign or delegate its rights or duties under this Agreement without Hotel's prior approval.

Severability: If any provision of this Agreement is held to be invalid or unenforceable that provision will be eliminated or limited to the minimum extent possible, and the remainder of the Agreement will have full force and effect.

Waiver: If either party agrees to waive its right to enforce any term of this Agreement, it does not waive its right to enforce any other terms of this Agreement.

This Agreement constitutes the entire agreement between the parties, supersedes all other written and oral agreements between the parties concerning its subject matter, and may not be amended except by a writing signed by Hotel and Customer.

ACCEPTED AND AGREED TO:

Prairie View A&M University - PVAMU _____ J. Won Corporation, as owner of Sheraton Gunter Hotel San Antonio
 (Name of Association/Company)
 By W. Kay Peavy By Patrick Beaver
 Executive Director, PDSV Director Of Sales
 Date 7/14/16 Date 7.14.16
 By _____
 Authorized Hotel Representative
 Date _____

SPG PROVISIONS

Award of Benefits: Certain benefits awarded through the Starwood Preferred Guest program ("SPG"), including Starpoints and eligible nights (collectively, "Benefits"), are available for business contracted through the sales and catering departments of participating Starwood hotels. Group acknowledges that such Benefits have been offered in connection with this Agreement, and Group consents to the awarding of Benefits to the individual(s) listed below (each a "Group Recipient"). Once Group has departed the Hotel's facilities and full payment is received by Hotel, Benefits will be awarded to the Group Recipients in accordance with the SPG terms and conditions http://www.starwoodhotels.com/preferredguest/legal/spg_terms.html (the "SPG T&Cs").

Member Name	Starwood Preferred Guest Membership Number
1.	
2.	
3.	

Each Group Recipient will earn (a) an amount of Starpoints based on (i) his or her status in SPG and (ii) the total amount of eligible event charges that are paid for the Event ("Event Charges") divided by the number of Group Recipients and (b) an amount of eligible nights based on the total number of guest rooms paid for under this Agreement ("Paid Rooms") divided by the number of Group Recipients, in each case, subject to the SPG T&Cs.

Limitations on Award of Benefits: Except for any attendees of the Event that pay for their own guest room, no individual other than a Group Recipient will be eligible to earn any Benefits for Event Charges or Paid Rooms. Group and Hotel must execute a written amendment to this Agreement to change any Group Recipient. Group acknowledges that each Group Recipient must be a member of SPG in good standing, must be employed by Group at the time the Benefits are awarded, and must be eligible to receive the Benefits under applicable laws, gift policies and incentive policies. Only three Group Recipients may receive Benefits. Any Benefits may be cancelled if (x) it is determined that any Group Recipient was not authorized by Group to receive, incorrectly received, or was ineligible to receive, the Benefits, (y) Hotel is no longer participating in SPG for any reason at the time of the Event or (z) SPG, or any applicable Benefit, is modified, cancelled or discontinued for any reason.

PVAMU Addendum to Vendor's Contract Form

VENDOR NAME: SHERATON GUNTER HOTEL – SAN ANTONIO

DATE: June 30, 2016

VENDOR REFERENCE NUMBER: Quote #500-4Q9AKW1

Prairie View A&M University, a member of the Texas A&M University System, an Agency of the State of Texas (referred to hereafter as "PVAMU") and Sheraton Gunter Hotel – San Antonio (referred to hereafter as the "Vendor") are this day entering into a contract and, for the mutual convenience, the parties are using the standard contract form provided by the vendor.

This addendum, duly executed by the parties, is incorporated into the Vendor's Contract form and made an integral part thereof.

The Vendor's Contract Form entitled **AGREEMENT (dated: June 23, 2016)** is, with the exceptions noted herein, acceptable to PVAMU. Nonetheless, because certain standard clauses that may appear in the Vendor's Contract Form cannot be accepted by PVAMU because of its status as an agency of the State of Texas and in consideration for the convenience of using provisions in the Vendor's Contract Form instead of negotiating a separate contract document, the parties agree to the following:

1. This Addendum and the Vendor's Contract Form constitute the entire Agreement between the parties and may not be waived or modified except by written agreement between the parties. To the extent the language in this Addendum is in conflict with any language in the Vendor's Contract Form, the language in this Addendum will control.
2. Each provision of this Agreement is severable. If any provision is rendered invalid or unenforceable by statute or regulation or declared null and void by a court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this Agreement remain valid, legal, and enforceable
3. **Dispute Resolution** – The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by PVAMU and Vendor to attempt to resolve any claim for breach of contract made by Vendor that cannot be resolved in the ordinary course of business. Vendor shall submit written notice of a claim of breach of contract to the Director for Procurement and Contracts of PVAMU who shall examine Vendor's claim and any counterclaim and negotiate with Vendor in an effort to resolve the claim. **Refer Vendor's form, item "Dispute Resolution"**.
4. **Non – Waiver.** Vendor expressly acknowledges that PVAMU is an agency of the State of Texas and nothing in this agreement will be construed as a waiver or relinquishment by PVAMU of its right to claim such exemptions, privileges, and immunities as may be provided by law. **Refer Vendor's form, item "Waiver"**.
5. **State Auditor's Office.** Vendor 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. Vendor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. Vendor will include this provision in all contracts with permitted subcontractors.
6. **Governing Law and Venue** – The validity of this Agreement and all matters pertaining thereto, 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 Laws of the State Of Texas. Venue – Pursuant to Section 85.18, Education Code, venue for any suit filed against PVAMU shall be in the county in which the primary office of the chief executive officer of PVAMU is located which at the time of this agreement is Waller County, Texas. **Refer Vendor's form, item "Laws and Policies"**.
7. **Assignment** – This Agreement, with the rights and privileges it creates, is assignable only with the written consent of both parties. **Refer Vendor's form, item "Assignment"**
8. **Public Information Notice:** In accepting this purchase order, vendor acknowledges that Prairie View A&M University, (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, vendor will provide specified public information exchanged or created under this agreement that is not otherwise excepted from disclosure under Chapter 552, Texas Government Code, to PVAMU in a non-proprietary format acceptable to PVAMU. As used in this provision, "Public Information" has the meaning assigned in section, 552.002, Texas Government Code, but only includes information to which PVAMU has a right of access.

Vendor 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. Refer Vendor's form, item "Confidential Information".

9. **Limitations.** The Parties are aware that there are constitutional and statutory limitations on the authority of PVAMU (a state agency) 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"), and 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 to suit. Refer Vendor's form, item "Indemnification".

10. All rooms will be secured with a University credit card. Notwithstanding rooms for University employees are the responsibility of each individual employee and payment will be made at the time of check in.

11. **Notices:**

Business Notices

Prairie View A&M University
Attn: Office of Business Affairs
P.O. Box 519, MS 1300
Prairie View, TX 77446-0519

Invoices/Billing Statements:

Prairie View A&M University
Attn: Accounts Payables
P.O. Box 519, MS 1311
Prairie View, TX 77446-0519

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed, Intending thereby to be legally bound.

FOR THE VENDOR:

By: [Signature]

Name: PATRICK BEAVER

Title: DIRECTOR OF SALES

Date: 7.14.16

PRAIRIE VIEW A&M UNIVERSITY

By: [Signature]

Name: W. Kay Peavy

Title: Executive Director, PDSV

Date: 7/15/16

