

THE WESTIN

GALLERIA HOUSTON

GROUP SALES AGREEMENT

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between The Westin Galleria Houston, 5060 W Alabama Street, Houston, TX, 77056-5801, (713) 960-8100 and Prairie View A&M University.

ORGANIZATION: Prairie View A&M University (“Group”)
CONTACT:

Name: Tekedra Pierre
Job Title: Director of the Information and Impact Center
Street Address: 700 University Drive
City, State, Postal Code: Prairie View, TX 77446
Country/Region: USA
Phone Number: (936) 261-5071
E-mail Address: ltvelazquez@pvamu.edu

HOTEL CONTACT:

Name: Renee Reding Kennard
Job Title: Senior Sales Executive
Street Address: 5060 W Alabama
City, State, Postal Code: Houston, TX 77056
Country/Region: USA
Phone Number: (417) 300-9777
E-mail Address: renee.reding@marriott.com

NAME OF EVENT: PVAMU ARE Conference 2026
REFERENCE #: M-VPK8LP7
OFFICIAL PROGRAM DATES: Friday, 05/15/2026 - Saturday, 05/23/2026

GUEST ROOM BLOCK/GROUP ROOM RATES

The Hotel agrees that it will provide Group 1,422 room nights in the pattern set forth below (such number and such pattern, the “Room Night Block”):

Attendees

Date	Day	Executive Suite	Run of House	Total Rooms
05/15/2026	Fri	3	1	4
05/16/2026	Sat	3	5	8
05/17/2026	Sun	5	345	350
05/18/2026	Mon	5	345	350
05/19/2026	Tue	5	345	350
05/20/2026	Wed	5	345	350
05/21/2026	Thu	3	5	8
05/22/2026	Fri	2	0	2

Start Date	End Date	Room Type	Single
05/17/2026	05/20/2026	Executive Suites	\$409.00
05/15/2026	05/22/2026	Run of House	\$209.00

Hotel’s room rates are subject to applicable state and local taxes (currently 17.614%) in effect at the time of check-out.

STATE COST-RECOVERY FEE

Texas law imposes a margin tax on each company conducting business in Texas, including the Hotel Owner. To recover the cost of the margin tax, guest room rates are subject to a “State Cost-Recovery Fee” (currently 0.614% of the room rate, plus applicable state and local taxes). Although the fee is not a government mandated charge, the state allows this charge to be passed on to the customer.

EARLY DEPARTURE FEE

Group acknowledges that the Hotel may charge attendees – as liquidated damages and not a penalty – one night’s room and tax as compensation for the harm caused to the Hotel by unscheduled early departures (an “Early Departure Fee”). An Early Departure Fee may only be charged if an attendee checks out of the Hotel prior to the attendee’s scheduled departure date, without having notified the Hotel at check-in of the change in scheduled departure. To the extent that Early Departure Fees are collected from Group’s attendees on a date as to which Group incurs any rooms attrition fee pursuant to this Agreement, the amount of Early Departure Fees actually collected – up to the amount of the attrition payment attributable to that date – will be deducted from any rooms attrition payment that would otherwise be payable. If room reservations are to be made through a rooming list of any kind (or are otherwise not in the Hotel’s control), Group agrees to communicate the above early departure policy to each attendee prior to, or at the time of, the making of an attendee’s rooms reservation.

COMMISSION

The group room rates listed above are net non-commissionable. Group will advise its designated agency of these rates and address any resulting agency compensation issues directly with the management of the appropriate agency.

METHOD OF RESERVATIONS

Hotel is pleased to offer Group the use of an online group reservations system. All reservations will be made, modified or canceled by individuals on-line at a URL to be established by Hotel or by calling Marriott’s Reservations toll free number. It is the responsibility of Group to publish and provide this information to potential attendees through the planner’s meeting website or through email. Group shall be responsible for publishing the URL for all potential attendees. The Group Rate is guaranteed for reservations made on or before the Cutoff Date. Any reservations made after the Cutoff Date shall be at the Hotel’s then current available rate.

Hotel will provide Group with information about how to access its information through the online group reservations system.

GUARANTEED RESERVATIONS

All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card or by Group. Hotel will not hold any reservations unless secured by one of the above methods.

CUT-OFF DATE

Reservations by attendees must be received on or before **Thursday, April 24, 2025**, (the “Cut-Off Date”). At the Cut-Off Date, Hotel will review the reservation pick up for the Event, release the unreserved rooms for general sale, and determine whether or not it can accept reservations based on a space- and rate-available basis at the group rate after this date.

ROOMS ATTRITION

Hotel is relying upon Group’s use of the Room Night Commitment and, if applicable, the Minimum Banquet Food and Beverage Revenue. Group agrees that a loss will be incurred by Hotel if Group’s actual usage is less than eighty percent (80%) of the Room Night Commitment.

Hotel agrees to allow for a twenty percent (20%) reduction in the Room Night Commitment. At the conclusion of Group’s Event, Hotel will subtract the rooms revenue derived from the Event (excluding revenue derived from pre- and post- program stays) and the amount of any permissible attrition Group has taken from the Room Night Commitment set forth above. Any remaining amount will be posted as attrition charges to Group’s Master Account, plus applicable taxes.

Additionally, at the conclusion of the Event, if the actual banquet food and beverage revenue is less than the Minimum Banquet Food and Beverage Revenue, forty percent (40%) of the difference will be posted to the Master Account.

These charges represent a reasonable effort on behalf of the Hotel to establish its loss prospectively and shall be due as liquidated damages.

NO ROOM TRANSFER BY GUEST

Group agrees that neither Group nor attendees of the Event nor any intermediary shall be permitted to assign any rights or obligations under this Group Sales Agreement, or to resell or otherwise transfer to persons not associated with Group reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

BILLING ARRANGEMENTS

The following billing arrangements apply: Individual to pay all charges unless otherwise noted by Group (cash-paying guests may be asked to leave a cash or credit card deposit to guarantee payment). All other charges are to be billed to the Master Account.

PHISHING

Please be aware that bad actors can impersonate Hotel employees. Group should never rely solely on contact information sent in an email or respond directly to any email requesting a bank account information change. If Group receives a request from Hotel regarding bank account information, Group should contact the Hotel via verified phone number or in person to confirm the request prior to providing such information.

FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by Group, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

Date	Day	Start Time	End Time	Function Type	Set-Up	# People	Function Space
5/15/2026	Fri	6:00 PM	11:59 PM	Office	Conference	5	Chevy Chase
5/15/2026	Fri	6:00 PM	11:59 PM	Storage	Special	10	River Oaks
5/16/2026	Sat	6:00 AM	11:59 PM	Office	Conference	5	Chevy Chase
5/16/2026	Sat	6:00 AM	11:59 PM	Storage	Special	10	River Oaks
5/16/2026	Sat	6:00 AM	11:59 PM	Breakfast	Rounds of 10	425	Woodway I
5/17/2026	Sun	5:00 PM	8:00 PM	Breakout	Special	10	Westchester
5/17/2026	Sun	6:00 AM	11:59 PM	Storage	Special	10	River Oaks
5/17/2026	Sun	6:00 AM	11:59 PM	Breakfast	Rounds of 10	425	Woodway I
5/17/2026	Sun	6:00 AM	11:59 PM	Office	Conference	5	Chevy Chase
5/17/2026	Sun	12:00 PM	8:00 PM	Registration	Registration	2	Plaza Foyer
5/17/2026	Sun	6:00 PM	8:00 PM	Reception	Reception	250	Monarch
5/18/2026	Mon	6:00 AM	11:59 PM	Breakout	Rounds of 10	50	San Felipe
5/18/2026	Mon	8:00 AM	8:00 PM	Breakout	Special	10	Westchester
5/18/2026	Mon	5:00 PM	8:00 PM	Reception	Cocktail Rounds	400	Monarch
5/18/2026	Mon	6:00 AM	11:59 PM	Breakfast	Rounds of 10	425	Woodway I
5/18/2026	Mon	6:00 AM	11:59 PM	General Session	Classroom	425	Galleria Ballroom
5/18/2026	Mon	6:00 AM	11:59 PM	Office	Conference	5	Chevy Chase
5/18/2026	Mon	6:00 AM	11:59 PM	Breakout	Rounds of 10	50	Sage

5/18/2026	Mon	6:00 AM	11:59 PM	Storage	Special	10	River Oaks
5/18/2026	Mon	6:00 AM	11:59 PM	Meeting	Conference	25	West Alabama
5/18/2026	Mon	6:00 AM	11:59 PM	Breakout	Theatre	120	Plaza I
5/18/2026	Mon	6:00 AM	11:59 PM	Breakout	Schoolroom	120	Plaza II
5/19/2026	Tue	8:00 AM	8:00 PM	Breakout	Special	10	Westchester
5/19/2026	Tue	6:00 AM	1:00 PM	Breakfast	Rounds of 10	425	Woodway I
5/19/2026	Tue	6:00 AM	11:59 PM	Meeting	Conference	25	West Alabama
5/19/2026	Tue	6:00 AM	11:59 PM	Breakout	Theatre	120	Plaza I
5/19/2026	Tue	6:00 AM	11:59 PM	Dinner	Rounds of 10	425	Galleria Ballroom
5/19/2026	Tue	6:00 AM	11:59 PM	Office	Conference	5	Chevy Chase
5/19/2026	Tue	6:00 AM	11:59 PM	Breakout	Rounds of 10	50	San Felipe
5/19/2026	Tue	6:00 AM	11:59 PM	Breakout	Rounds of 10	50	Sage
5/19/2026	Tue	6:00 AM	11:59 PM	Storage	Special	10	River Oaks
5/19/2026	Tue	6:00 AM	11:59 PM	Breakout	Schoolroom	120	Plaza II
5/20/2026	Wed	3:00 PM	5:00 PM	Meeting	Schoolroom	50	West Alabama
5/20/2026	Wed	6:00 AM	11:59 PM	Office	Conference	5	Chevy Chase
5/20/2026	Wed	6:00 AM	11:59 PM	Storage	Special	10	River Oaks
5/20/2026	Wed	8:00 AM	3:00 PM	Breakout	Special	10	Westchester
5/20/2026	Wed	6:00 AM	3:00 PM	Breakfast	Rounds of 10	425	Woodway I
5/20/2026	Wed	6:00 AM	1:00 PM	General Session	Rounds of 10	425	Galleria Ballroom
5/21/2026	Thu	6:00 AM	11:59 PM	Office	Conference	5	Chevy Chase
5/21/2026	Thu	6:00 AM	11:59 PM	Storage	Special	10	River Oaks
5/21/2026	Thu	8:00 AM	5:00 PM	Meeting	Schoolroom	50	West Alabama
5/22/2026	Fri	6:00 AM	5:00 PM	Office	Conference	5	Chevy Chase

All meeting rooms, food and beverage, and related services are subject to applicable taxes (currently 8.25%), room rental tax (currently 6%) and service charge (currently 26%) in effect on the date(s) of the event.

FUNCTION SPACE REVIEW

Group will have access to the Galleria Ballroom on Thursday May 21, 2026, until 10:00 AM, including any teardown & load out.

Should the group be unable to vacate the space in full by the negotiated time above, group will pay meeting room rental for the day up to \$5,000 depending on the time the space is made available to the hotel.

MINIMUM BANQUET FOOD AND BEVERAGE REVENUE REQUIREMENT

Group agrees to a minimum banquet food and beverage revenue of **\$100,000.00**, exclusive of tax and service charge (the “Minimum Banquet Food and Beverage Revenue”). Hotel will confirm the food and beverage prices 30 days prior to Group’s arrival date. Group shall provide Hotel with 10 day’s advance notice of the date(s), time(s), and number of covers with respect to each function it wishes to schedule for the Event.

DAMAGE TO FUNCTION SPACE

Group agrees to pay for any damage to the function space that occurs while Group is using it. Group will not be responsible, however, for ordinary wear and tear or for damage that it can show was caused by persons other than Group and its attendees.

FACILITY FEES

Based upon the Room Night Commitment and the functions identified on the Function Information Agenda/Event Agenda outlined in this Agreement, the Hotel will **waive** these fees when food and beverage minimum is met.

SPECIAL CONCESSIONS

In consideration of the functions identified on the Function Information Agenda/Event Agenda, Hotel will provide Customer with the following special concessions, if food and beverage minimum is not being met, Hotel may adjust concessions:

- Complimentary internet in guestrooms for Marriott Bonvoy Members
- Five (5) Suite upgrades at the group room rate (including one luxury suite)
- Five (5) Concierge room upgrades at the group room rate
- Complimentary fitness center
- Complimentary Self-parking
- Group rate honored 3 days pre and post, subject to availability
- 1 Comp room night per 40 actualized room nights on cumulative basis. Actualized room night must be at group rate or higher
- 15% discount on AV equipment with exclusive use of in-house provider
- 50% discount on meeting room internet with exclusive use of in-house AV provider
- Waived outside AV fee IF in-house provider is allowed to bid
- 20% cumulative attrition
- 3-week cut-off date
- Waived Meeting room rental with met F&B minimum
- Complimentary handling and/or storage of conference materials up to 3 (three) days prior to group arrival. Maximum of 25 OF BOXES AND less than 25 of pounds each.
- Complimentary use of in house barstools not to exceed hotel inventory

ADJUSTMENTS TO CONCESSIONS

In the event of reductions in the Room Night Commitment of more than 80%, the Hotel may adjust any concessions previously offered in this Agreement, including those concessions offered on a complimentary basis, and may also adjust the Function Space in direct proportion to the reduction in the Room Night Commitment

METHOD OF PAYMENT

The method of payment of the Master Account will be established upon approval of Customer’s credit. If credit is approved, the outstanding balance of Customer Master Account (less any advance deposits and exclusive of disputed charges) will be due and payable upon receipt of invoice.

Customer will raise any disputed charge(s) within 10 days after receipt of the invoice. The Hotel will work with Customer in resolving any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute. If payment of any invoice is not received within thirty (30) days of the date on which it was due, Hotel will impose a finance charge at the rate of the lesser of 1-1/2% per month (18% annual rate) or the maximum allowed by law on the unpaid balance commencing on the invoice date.

Customer has indicated that it has elected to use the following form of payment:

- Cash, money order, or other guaranteed form of payment
- Credit card (We accept all major credit cards)
- Company check or Electronic Funds Transfer

Customer agrees to pay an advance deposit in an amount to be determined by the Hotel in its reasonable discretion, with the full amount due prior to the start of the group’s event.

ADVANCE PAYMENT SCHEDULE

The payment schedule for your Event is outlined below:

Deposit/Payment Amount
Payment amount of \$10,000.00
Payment #2 amount of \$25,000.00
Remaining estimated balance

Time Frame
within 14 days of signing
February 15, 2026
10 days prior to arrival

CANCELLATION

In the event of a group cancellation occurring 0 to 3 business days prior to arrival, liquidated damages in the amount of one hundred percent (100%) of the Room Night Commitment, seventy percent (70%) of the Minimum Banquet Food and Beverage Revenue, and Total Meeting Room Rental will be due, plus applicable taxes.

In the event of a group cancellation occurring 4 business days to 90 days prior to arrival, liquidated damages in the amount of ninety percent (90%) of the Room Night Commitment and forty percent (40%) of the Minimum Banquet Food and Beverage Revenue will be due, plus applicable taxes.

In the event of a group cancellation occurring 91 to 180 days prior to arrival, liquidated damages in the amount of eighty percent (80%) of the Room Night Commitment and forty percent (40%) of the Minimum Banquet Food and Beverage Revenue will be due, plus applicable taxes.

In the event of a group cancellation occurring 181 to 365 days prior to arrival, liquidated damages in the amount of seventy percent (70%) of the Room Night Commitment and forty percent (40%) of the Minimum Banquet Food and Beverage Revenue will be due, plus applicable taxes.

In the event of a group cancellation occurring between the time of acceptance of this contract and 366 days prior to arrival, liquidated damages in the amount of fifty percent (50%) of the Room Night Commitment and forty percent (40%) of the Minimum Banquet Food and Beverage Revenue will be due, plus applicable taxes.

IMPOSSIBILITY

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible for the Hotel to provide, or for groups in general to use, the Hotel facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical - but in no event longer than ten (10) days - after learning of such basis.

COMPLIANCE WITH LAW

This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and Group agree to cooperate with each other to ensure compliance with such laws.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or Group will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

DISPUTE RESOLUTION

In the event of dispute resolution, the non-prevailing party will pay the other’s costs and attorney’s fees.

LIQUOR LICENSE

Group understands that Hotel’s liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are underage.

COMPLIANCE WITH EQUAL OPPORTUNITY LAWS

This section describes Marriott’s obligations as a U.S. federal contractor. It does not apply to customers that are not part of the U.S. federal government or using funds from the U.S. federal government for this contract.

Marriott shall comply with all applicable laws, statutes, rules, ordinances, codes, orders and regulations of all federal, state, local and other governmental and regulatory authorities and of all insurance bodies applicable to the Hotel premises in performing its obligations under this Agreement.

Marriott (referred to as “contractor” in this section) shall comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans’ Readjustment Assistance Act, as amended, which are administered by the United States Department of Labor (“DOL”), Office of Federal Contract Compliance Programs (“OFCCP”). The equal employment opportunity clauses of the implementing regulations, including but not limited to 41 C.F.R. §§ 60.1-4, 60-300.5(a), and 60-741.5(a), are hereby incorporated by reference, with all relevant rules, regulations and orders pertaining thereto. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

Marriott also shall comply with Executive Order 13496 and with all relevant rules, regulations and orders pertaining thereto, to the extent applicable. The employee notice clause and all other provisions of 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference.

To the extent applicable, Marriott shall include the provisions of this section in every subcontract or purchase order so that such provisions shall be binding upon each contractor, subcontractor or vendor performing services or providing materials relating to this Agreement and the services provided pursuant to the terms hereof.

PRIVACY

Marriott International, Inc. (“Marriott”) is committed to complying with obligations applicable to Marriott under applicable privacy and data protection laws, including to the extent applicable EU data protection laws. Hotel shall comply with the then-current Marriott Group Global Privacy Statement (the “Privacy Statement,” currently available at <http://www.marriott.com/about/privacy.mi>) with respect to any personal data received under this Agreement.

Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration.

Group will obtain all necessary rights and permissions prior to providing any personal data to Hotel, including all rights and permissions required for Hotel, Hotel affiliates, and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Hotel’s privacy statement and applicable law. Notwithstanding any other provision, Hotel may use an individual’s own personal data to the extent directed by, consented to or requested by such individual.

IN-HOUSE EQUIPMENT

Hotel will provide, at no charge, a reasonable amount of meeting equipment (for example, chairs, tables, etc.). These complimentary arrangements do not include special setups or extraordinary formats that would deplete Hotel’s present in-house equipment to the point of requiring rental of an additional supply to accommodate Group’s needs. If such special setups or extraordinary formats are requested, Hotel will present Group two (2) alternatives: (1) charging Group the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost.

TECHNICAL SERVICES

Pinnacle Live is Hotel’s preferred provider for audio/visual needs. Because the use of another provider will necessarily involve the use of some of Hotel’s and Pinnacle Live’s equipment and expertise, a fee of \$750 (load in and out) will be charged if Customer selects such a provider.

UNATTENDED ITEMS/ADDITIONAL SECURITY

The Hotel cannot ensure the security of items left unattended in function rooms. Special arrangements may be made with the Hotel for securing a limited number of valuable items. If Group requires additional security with respect to such items or for any other reason, the Hotel will assist in making these arrangements. All security personnel to be utilized during the Event are subject to Hotel approval.

USE OF OUTSIDE VENDORS

If Group wishes to hire outside vendors to provide any goods or services at Hotel during the Event, Group must notify Hotel of the specific goods or services to be provided and provide sufficient advance notice to the Hotel so that the Hotel can (i) determine, in Hotel's sole discretion, whether such vendor must provide Hotel, in form and amount reasonably satisfactory to Hotel, an indemnification agreement and proof of adequate insurance, and (ii) approve, using reasonable judgment, the selection of the outside vendor and the goods or services to be provided by such outside vendor to Group, taking into consideration: (a) whether Hotel offers such goods and services; (b) the risk level posed by certain activities; and (c) the safety and well-being of guests at Hotel.

PERFORMANCE LICENSES

Group will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including without limitation, music, audio, or video recordings, art, etc.) that Group may use or request to be used at the Hotel.

MARRIOTT BONVOY EVENTS

Marriott Bonvoy Events provides Points or Miles to eligible Marriott Bonvoy Members who book and hold qualifying meetings and events at Participating Properties.

Approximately ten (10) business days after the conclusion of the Event (provided that the Event is not cancelled and Group has otherwise complied with the material terms and conditions of this Agreement), the Hotel will award Points or Miles to the Member and relevant account identified below. By inserting the airline frequent flyer account information, the recipient elects to receive Miles instead of Points.

Marriott Bonvoy Events is not available in certain circumstances, including (1) for any government employee or official booking a government event (U.S. government event or non-U.S. government event); (2) for any employee of a state-owned or state-controlled entity ("SOE") booking an event on behalf of the SOE; or (3) for any other planner or intermediary when booking an event on behalf of a non-U.S. governmental entity or SOE. Hotels in the Asia Pacific region are restricted from awarding Points or Miles to any intermediary booking an event on behalf of any governmental entity or SOE.

GROUP MUST CHECK ONE OPTION BELOW:

- The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) is eligible to receive Points or Miles.

Member Name _____
Marriott Bonvoy Membership Number _____

*If Miles are desired instead of Points, please also provide:

Participating airline name _____
Participating airline frequent flyer account number _____

OR

- The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) declines or is not eligible to receive Points or Miles and hereby waives the right to receive Points or Miles in connection with the Event.

The individual identified above to receive either Points or Miles may not be changed without such individual's prior

written consent. The number of Points or Miles to be awarded shall be determined pursuant to the Marriott Bonvoy Terms and Conditions (the “Terms and Conditions”), as in effect at the time of award. All Marriott Bonvoy Terms and Conditions apply. The Terms and Conditions are available on-line at <https://www.marriott.com/loyalty/terms/default.mi> and may be changed at the sole discretion of Marriott International, Inc. at any time and without notice. Capitalized terms used in this section have the meanings given to them in the Terms and Conditions.

HIGH RISK ACTIVITIES

Hotel has committed to providing the room nights and function space, as applicable, set forth in this Agreement based on information about the event that Group has given to the Hotel. Group agrees that it has presented all material information required in order for Hotel to provide the rooms and facilities set forth in this Agreement. Should Hotel, in its sole reasonable discretion, determine at any time that the Event will include a high-risk activity that was previously undisclosed to the Hotel (including by way of example, and not by limitation, biological agents, pyrotechnics, etc.), Hotel may terminate this Agreement immediately and without liability, upon written notice to Group.

CONNECT RESPONSIBLY

As part of the Connect Responsibly program in which Hotel participates, Group may choose to receive a Meeting Impact Report (“MIR”). If Group elects to receive the MIR, Hotel will provide Group a MIR at the conclusion of the event that displays the calculated carbon and water footprints of the event based on industry methodologies, as well as the sustainable practices that were implemented during the event.

Group elects the following:

Meeting Impact Report (MIR):

- Yes, Group would like to receive the MIR

- No, Group would prefer not to receive the MIR

Carbon Offset Credits:

If Group elects to receive a MIR, Group may also choose to purchase carbon offset credits. Should Group elect to purchase carbon offset credits, Hotel will either provide Group information regarding how to purchase carbon offset credits or purchase the credits on Group’s behalf and bill them to Group, as indicated below.

To select one of the first two options below, Group must first opt-in above to receiving the MIR.

- Hotel will provide Group with the website link so Group may purchase carbon offset credits
- Hotel will purchase carbon offset credits on Group’s behalf and include the charge on Group’s final bill
- Group elects not to purchase carbon offset credits for this program

ACCEPTANCE

When presented by the Hotel to Group, this document is an invitation by the Hotel to Group to make an offer. Upon signature by Group, this document will be an offer by Group. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies Group at any time prior to Group's execution of this document, the outlined format and dates will be held by the Hotel for Group on a first-option basis until **Friday February 27, 2026**. If Group cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at the Hotel's option, the arrangements will be released, in which case neither party will have any further obligations.

Upon signature by both parties, Group and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

SIGNATURES

Approved and authorized by Group:

Name: (Print) James R. McKee

Title: (Print) Sr. Vice President, Chief Financial Officer

Signature: James R. McKee

Date: 2/27/2026 | 5:05 PM CST

Approved and authorized by Hotel:

Name: (Print) Renee Reding Kennard

Title: (Print) Senior Sales Executive

Signature: Renee Reding Kennard

Date: 02/23/2026

**HOTEL CONTRACT ADDENDUM
BETWEEN
PRAIRIE VIEW A&M UNIVERSITY
AND
THE WESTIN- IA LODGING HOUSTON GALLERIA TRS LLC**

This addendum (“Addendum”) is entered into and effective May 15, 2026 (the “Effective Date”) and amends and supplements the standard contract and/or purchase order form (“Hotel Contract” or “Agreement” or “Services”) provided by The Westin Galleria Houston (“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 5060 W Alabama Houston, Tx 77056. 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

Cooperative Extension Program
Agriculture & Business Multipurpose Building 321
Prairie View, Tx 77446
Attention: Dr. Tekedra Pierre
Telephone: (832) 296-0866
Email: tepierre@pvamu.edu

With a copy to:

Prairie View A&M University
P.O. Box 519
Prairie View, Texas 77446-0519
Telephone: 936-261-1902
Email: contracts@pvamu.edu

HOTEL:

The Westin Galleria Houston
5060 W Alabama
Houston, Tx 77056
Attention: Renee Reding Kennard
Telephone: (417) 300-9777
Email: renee.reding@marriott.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. **Prohibition on Contracts with Companies Boycotting Energy Companies.** To the extent that Chapter 2276, *Texas Government Code*, is applicable to this Agreement, HOTEL certifies that (i) it does not boycott energy companies, and (ii) it will not boycott energy companies during the term of this Agreement. HOTEL acknowledges this Agreement may be terminated for cause and payment withheld if this certification is inaccurate.
- K. **Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Chapter 2271, *Texas Government Code*, is applicable to this Agreement, HOTEL certifies that (i) it does not currently boycott Israel, and (ii) it will not boycott Israel during the Term of this Agreement. HOTEL acknowledges this Agreement may be terminated for cause and payment withheld if this certification is inaccurate.
- L. **Prohibition on Contracts with Companies Discriminating Against Firearm Entities and Trade Associations.** To the extent that Chapter 2274, *Texas Government Code*, is applicable to this Agreement, HOTEL certifies that (i) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. HOTEL acknowledges this Agreement may be terminated for cause and payment withheld if this certification is inaccurate.
- M. **Prohibition on Contracts with Companies Engaging in Business with Certain Countries and Organizations.** HOTEL certifies 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 Agreement may be terminated for cause immediately if this certification is inaccurate.
- N. **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.

- O. **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.
- P. **Tax Exempt.** As an agency of the State of Texas, PVAMU is tax exempt. Tax exemption certification will be furnished to HOTEL upon request.
- Q. **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

THE WESTIN GALLERIA HOUSTON

James R. McKee

Renee Reding Kennard

Signature

Signature

James R. McKee

Renee Reding Kennard

Name

Name

sr. Vice President, Chief Financial officer

Senior Sales Executive

Title

Title

2/27/2026 | 5:05 PM CST

1/19/2026

Date

Date