



DATE: Tuesday, May 19, 2026
GROUP NAME: Prairie View at A&M University Meeting June 2026
CONTACT: Laurette B. Foster
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 Prairie View, TX 77446
SIGNOR: John Gardner
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ADDRESS: PO Box 519 MS 3030
 Prairie View, TX 77446

Please review the requirements of this Agreement to be certain that it conforms to your understanding of the accommodations and services required for the meeting. This Agreement is due on **Thursday, May 21, 2026** and once accepted represents a definite and binding Agreement between Prairie View A&M University ("Group") and Embassy Suites by Hilton The Woodlands at Hughes Landing("Hotel").

MEETING DATES AND GUEST ROOM BLOCK

Once this contract is accepted, we will remove from our inventory and consider sold to you for your use room nights pursuant to the following arrival and departure pattern:

Prairie View at A&M University Meeting June 2026								
	Sun 06/07/2026		Mon 06/08/2026		Tue 06/09/2026		Wed 06/10/2026	
	Rooms	Rate	Rooms	Rate	Rooms	Rate	Rooms	Rate
Run of House	4	\$189.00	55	\$189.00	55	\$189.00	55	\$189.00

Total Room Nights: **169**

Room rates quoted above are subject to occupancy tax (currently 15%).

GUEST ROOM RATES

Group room rates will be honored for your attendees two (2) days before group arrival and two (2) days after group departure based on availability.

COMMISSION

Room rates quoted above are non-commissionable, net rates, subject to occupancy tax, which is currently 15%. Group represents and warrants that it has not engaged a broker and agrees to protect Hotel in the event a third party claims a commission.

[initialed by Group]

SPECIAL CONCESSIONS

In consideration of the entire value to the meeting event brings to Hotel, the following concessions based on Prairie View A&M University's achievement of at least **90%** or greater of the total anticipated guest room revenue. If the actual total guest room revenue for the meeting materializes at less than **90%**, these concessions will be reduced proportionally based on conversation with Prairie View A&M University.

- 18-Day Cutoff
- 10% Cumulative Attrition

ROOM RESERVATION PROCEDURES – ROOMING LIST

From the moment this contract is accepted, we will be holding your contracted guest room block for the use of your attendees. Hotel has no obligation to provide room nights beyond those contained in the room block.

In order to assign individuals to specific rooms, room reservations will be required. A rooming list is required in order to facilitate your attendees’ accommodations, and it must be provided to Hotel by **Thursday, May 21, 2026**. This list should include guest name, email address (if any), requested type of room, requested bed type (i.e. king, double queen or suites) check-in and check-out dates, and VIP status. Any requests for special room arrangements should be indicated on the rooming list. Hotel does not confirm reservations to the individual in writing.

Room reservations made without identification as part of Group block and/or at rates less than the Group block rates specified in this contract will not be credited to your block for purposes of any calculation of attrition. Group must separately provide Hotel with any attendee’s VIP status.

On **Thursday, May 21, 2026**, all room nights which have not been reserved as described above will be deemed to be room nights which Group will not use, and they will become subject to the attrition provisions herein. Such room nights will at that date be returned to Hotel’s general inventory. Reservation requests from your attendees received less than thirty days prior to your arrival date will be accepted on a space available basis, at the higher of the contract rate or rate available at that time. Should such requests be accepted, such room nights will be credited to your block for purposes of any calculation of attrition.

CHECK-IN / CHECK-OUT

Guest accommodations will be available at 3:00 pm on arrival day and reserved until 12:00 PM on departure day. Hotel would appreciate receiving flight arrival times for Group, if available. Any attendee wishing special consideration for late checkout should inquire at the front desk on the day of departure. Should Hotel allow for late check-out, it may impose a late departure fee.

GUEST ROOM CHARGES

IPO
It is our understanding that your guests will pay their own account upon departure. Group assumes full and sole responsibility for informing all attendees of the room rate, applicable taxes, and Hotel’s fees and gratuities. Upon check-in, each guest will be required to present a valid credit card, on which an amount of sufficient pre-authorization can be obtained to cover the room and tax charges and Hotel fees for the length of the guest’s stay, plus the anticipated use of Hotel’s ancillary services. Should any guest not settle his or her account in full upon departure, Group will be responsible for those charges. In addition, should any guest cancel or “no show,” and if for any reason Hotel is unable to successfully charge such guest’s credit card for the amounts owed, Hotel will charge the room rate, tax charges and Hotel fees to the Master Account.

FOOD & BEVERAGE / MEETING REQUIREMENTS / BANQUET EVENT ORDER REQUIREMENTS

Though we usually charge for usage of our function space, Hotel will provide all of the function space you require in accordance with the schedule of events which is described below on a complimentary basis in recognition of the revenue we will derive from the provision of room nights and food and beverage services and ancillary services hereunder. Hotel reserves the right to adjust function space. Details and menu item selections are due **ten (10)** days prior to the event date(s). Please ensure that the schedule below includes all space necessary to accommodate set-up and break-down times, all audio-visual needs, head tables and displays.

Group shall sign a Banquet Event Order (BEO) reflecting details and attendance for each function during the event. If a BEO is not signed for a particular function within ten (10) business days prior to such function, the Hotel will release that function space. Group will provide the final number of attendees for each function no later than ten (10) business days prior to such function. This number will represent the minimum guaranteed attendees for that function. If menu selections are not completed prior to ten (10) business days prior to such function, chef select menus will be utilized. If any event is cancelled within ten (10) business days of its scheduled starting time the Group agrees to pay Hotel 100% of the revenue guaranteed at ten (10) business days.

Should you desire additional food and beverage services and/or meeting space beyond that specified in the schedule of events below, please advise us as soon as possible so that we may attempt to secure such additional space for your use. Additional space, based on availability, may incur a room rental fee(s). Hotel reserves the right to make reasonable substitutions in meeting and banquet rooms and/or menu selections. Diagrams and identification of Hotel’s meeting space to be used for your meeting may not be disseminated by Group without Hotel’s prior approval.

Date	Start Time	End Time	Function	AGR
Mon 06/08/2026	8:00 AM	11:00 AM	Setup	60
Mon 06/08/2026	12:00 PM	1:00 PM	Lunch	60
Mon 06/08/2026	1:00 PM	5:00 PM	Meeting	60
Mon 06/08/2026	6:00 PM	8:00 PM	Dinner	60
Tue 06/09/2026	8:00 AM	5:00 PM	Meeting	60
Tue 06/09/2026	12:00 PM	1:00 PM	Lunch	60
Tue 06/09/2026	6:00 PM	8:00 PM	Dinner	60
Wed 06/10/2026	8:00 AM	5:00 PM	Meeting	60
Wed 06/10/2026	12:00 PM	1:00 PM	Lunch	60
Thu 06/11/2026	8:00 AM	9:30 AM	Breakfast	60
Thu 06/11/2026	9:30 AM	12:00 PM	Meeting	60

ATTENDANCE GUARANTEE

Group must submit to the Hotel, a minimum guarantee of guests by 12:00 noon, ten (10) business days in advance to the scheduled event ("Guarantee Date"). The guaranteed number is not subject to reduction. You will be charged for the minimum guaranteed number, or the number of guests served, whichever is greater. If the Hotel does not receive your guaranteed number by the Guarantee Date, the expected count, as set forth in the Event Information above, will automatically become your guaranteed number.

Due to the extensive labor involved in the precise planning and preparation necessary to uphold the Hotel's tradition of quality service and cuisine, increases in your guaranteed number after 12:00 noon, ten (10) business days prior to your Event, will be subject to a two-hundred fifty dollar (\$250.00) service charge or an additional fifteen percent (15%) surcharge on the food and beverage price, whichever is greater.

Additionally, any room set changes requested or required inside 72 hours in advance to the scheduled event, will require an additional staff fee.

ROOM BLOCK AND SERVICES COMMITMENT

When you contract for a block of rooms and meeting facilities and for food and beverage services, those room nights, facilities and services are removed from our inventory and considered sold to you, and Hotel makes financial plans based upon the revenues it expects to achieve from your full performance of the contract. It is impossible for Hotel to know in advance whether or under what circumstances or at what rates it would be able to resell your contracted room nights, services or facilities if you do not use them, either as the result of a cancellation of your meeting or as the result of less than contracted room block usage, or less than contracted usage of food and beverage functions ("**attrition**"). In most instances, when groups do not use their contracted room nights or services, Hotel is unable to resell those room nights or services and even when room nights or services are resold, they are generally not resold at the same rates, may be resold to groups which would have utilized Hotel at another time, are not resold to groups that have the same needs as the original group, etc. Even when rooms or services may be resold, it is costly to re-market the rooms and facilities, and such efforts divert the attention of our sales staff from selling Hotel's rooms and facilities at other times. While your room block has been held out of our inventory, we may have turned away more lucrative groups in order to meet our commitment to you.

For all these reasons and others, we agree that in the event of cancellation or attrition, the charges set out in the paragraphs below, which represent a reasonable effort on behalf of Hotel to establish its loss prospectively, shall be due as liquidated damages. Because Hotel reasonably expects to derive revenue from your meeting above and beyond that revenue derived from the provision of room nights and food and beverage services, and because it is difficult to estimate the actual revenue which may be derived from your meeting, the amounts due as and for liquidated damages are intended to compensate Hotel for all of its losses associated with cancellation and/or attrition.

ANTICIPATED ROOM NIGHT REVENUE FIGURES

At this time, Hotel is holding **169** room nights for your use over the contracted dates, which will generate total revenues of **\$31,941.00**. These figures shall be referred to herein as the "**Anticipated Room Night Revenue Figures**." Guestrooms are subject to occupancy tax (currently 15%, subject to change). All revenue figures are net and not inclusive of taxes, service charge or commissions.

ATTRITION

As a means of aiding Group in determining the correct guestroom block, Hotel will allow **a total of 10% maximum slippage without fees**. In order to utilize attrition, Hotel must receive notice of allowable attrition in writing on or before **Thursday, May 21, 2026 (Eighteen (18) days prior to arrival)**.

Attrition is based on a cumulative basis. This slippage will be based on the original block established by this Agreement. In determining whether Group has fulfilled its obligations, Hotel will take into account early arrivals or late departure guestrooms. Attrition does not include or apply to any guestroom suites.

Attrition not exercised eighteen (18) days prior to arrival is considered forfeited and the guestroom block and food and beverage functions will remain as part of the anticipated contracted block. The attrition fee, including taxes and services charges, will be automatically posted to the Master Account, if applicable, or billed to Group at the conclusion of the meeting and is payable as provided in this Agreement.

BANQUET FOOD AND BEVERAGE REVENUE FIGURES

Banquet food and beverage minimum is **\$23,580.00**. These figures shall be referred to herein as the "**Banquet Food and Beverage Revenue Figures**." If the Food and Beverage Minimum is not met, the difference in the Food and Beverage Minimum and the actual Food and Beverage spend will be billed as meeting room rental. All food and beverage functions are subject to a service charge of 26% and event fee of 8% (each of which are subject to 8.25% sales tax). This service charge does not represent a tip for wait staff employees, service employees or service bartenders and is retained by the Hotel and posted to the master account. All revenue figures are net and not inclusive of taxes, service charge or commissions. In the event there is no cancellation, but the Banquet Food and Beverage Revenue Figures are not achieved, the difference will be posted to the Master Account, plus tax and service charge.

CANCELLATION

The parties understand and agree that cancellation of this entire program after acceptance of the Agreement will cause substantial damages to Hotel, including, but not limited to, the loss of other meeting reservation opportunities. Therefore, you agree that if it becomes necessary to cancel your event, change the date, cancel or reduce the scope of any catered food and beverage functions, reduce the number of guest rooms beyond the allowable attrition or fail to utilize and pay for the full number of Meeting Packages, Day Guest Charges and/or individual guest rooms on a per night basis, after your acceptance of this Agreement, Group shall pay the following fees as liquidated damages, not as a penalty, to Hotel.

Date of Receipt of Written Notice of Cancellation*:

365 business days or more before scheduled arrival
 181 business days to 364 business days before scheduled arrival
 91 business days to 180 business days before scheduled arrival
 46 business days to 90 business days before scheduled arrival
 0 business days to 45 business days before scheduled arrival

Fees**:

50% of Total Lost Revenue**
 70% of Total Lost Revenue**
 80% of Total Lost Revenue**
 90% of Total Lost Revenue**
 100% of Total Lost Revenue**

Payment of the cancellation fee and the applicable taxes and service charges is due at the time notice is given to Hotel. If payment is not received within ten (10) business days of the giving of notice, the amount owed will continue to increase as if notice had not yet been received. For example, if notice is given one hundred-eighty-five (185) business days before scheduled arrival but payment has not been received by one hundred-sixty-five (175) business days before scheduled arrival, the fee due will be 80% of Anticipated Room Night Revenue Figures and Banquet Food and Beverage Revenue Figures, plus applicable taxes and service charges instead of 70% of Anticipated Room Night Revenue Figures and Banquet Food and Beverage Revenue Figures, plus applicable taxes and service charges. If payment has still not been received ninety (90) business days before scheduled arrival, the fee due will be 90% of Anticipated Room Night Revenue Figures and Banquet Food and Beverage Revenue Figures, plus applicable taxes and service charges due, and so on.

**** TOTAL LOST REVENUE**

It is agreed Total Lost Revenue equals total revenue to have been generated from the day guest packages, individual guestrooms, resort fee, recreation, and catered food and beverage functions 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. Service charge (currently 26%, subject to change), Event Fee (currently 8%, subject to change) and applicable sales tax (currently 8.25%, subject to change) will be applied to full cancellation charges.

FORCE MAJEURE

No damages shall be due for a failure of performance occurring due to Acts of God, war, terrorist act, government regulation, riots, disaster, or strikes, any one of which make performance impossible. Hotel shall have no liability for power disruptions of any kind.

BILLING PROCEDURES AND DEPOSIT SCHEDULE

The following items shall be charged to the Master Account: banquet food and beverage charges (including the difference between actual charges and the Anticipated Room Night Revenue Figures and Banquet Food and Beverage Revenue Figures), attrition charges, meeting space rental charges (if any), cancellation charges, and any other charges billed to the Master Account at the request of the authorized representative of Group, as designated by Group in advance of the commencement of the meeting. Moreover, all third party charges for services and/or supplies, not directly supplied by Hotel, will be billed to the Master Account whether they have been arranged for by Hotel or directly by Group. A handling fee in the amount of twenty-five percent of all third party charges will be assessed if placed on the Master Account. Group further agrees that all charges associated with use of the grounds, function space, facilities and services of Hotel by its vendors shall be posted to the Master Account.

A final bill, containing receipts and other back-up information, will be e-mailed to Group within ten (10) business days of Group's departure. Master Account charges may be paid in the form of cash, check or bank transfer. All Master Account charges not paid within ten (10) business days of the billing date will bear interest at the lower of the rate of 1.5% per month, compounded monthly, if permissible by law, or the highest rate permissible by law. Should Hotel, in its sole discretion, deem collection action necessary in regard to outstanding balances hereunder, all costs associated with that collection action, including attorney's fees, shall be posted to the Master Account.

The deposits and payments outlined in the table below are due as indicated. The deposits and payments will be applied to your Master Account in the form of credits.

Transaction Type	Charge Type	Date	Amount
Charge	1st Deposit	Due with Signed Contract	\$31,597.20
Charge	Final Deposit	3 business days prior to arrival if paying via CC. 14 days prior to arrival if paying via Check/Wire Transfer.	Final Estimated Remaining Balance

PAYMENT METHOD

_____ Option 1: *Check or Wire Transfer*

If direct billing is not established, Group is required to pay 100% of the estimated bill prior to arrival.

Payment by check or wire transfer: Group is required to pay 100% of the estimated bill by check or wire transfer two (2) weeks prior to arrival. Group final bill will be settled upon departure using the credit card on file. Group will be sent an itemized zero balance invoice within ten (10) business days after departure. Group shall notify Hotel of any disputed charges within ten (10) business days of receipt of the invoice. Thereafter, Group shall be deemed to have waived its right to dispute such charges.

_____ Option 2: *Credit Card*

If direct billing is not established, Group is required to pay 100% of the estimated bill prior to arrival.

Payment by credit card. Group is required to pay 100% of the estimated bill three (3) business days prior to the start of the program. Group will be settled upon departure using the credit card on file. Group shall notify Hotel of any disputed charges within ten (10) business days of receipt of the invoice. Thereafter, Group shall be deemed to have waived its right to dispute such charges. A credit card convenience fee of 3% will be charged on all transactions paid by credit card or purchasing card.

AUDIO/VISUAL REQUIREMENTS

Audio/visual is currently provided by AVmedia, Inc., in-house that features state-of-the-art equipment and trained technicians. It is the policy of Hotel that all audio/visual requests are to be directed through your Conference Planning Manager at Hotel. Subcontracting or providing your own audio/visual equipment and/or services is not recommended and will result in additional servicing fees. *Clients that subcontract or provide their own audio/visual equipment will accept any and all liability for such equipment. The Group will hold Hotel harmless for any loss or damage.* Any subcontractor or outside contractor to be used by the Group must be approved in advance by Hotel. Prices quoted by AVmedia, Inc. are subject to a 26% service charge (which is subject to 8.25% tax). This service charge does not represent a tip for wait staff employees, service employees or service bartenders and is retained by the Hotel.

OUTSIDE CONTRACTORS

Hotel offers all services necessary for a successful meeting. However, if Group finds it necessary to use outside services, any companies, firms, agencies, individuals and groups hired by or on behalf of Group shall be subject to prior approval of Hotel. Upon prior reasonable notice to Hotel from Group, Hotel shall cooperate with such contractors and provide them with facilities at the premises to the extent that the use and occupancy of the facilities by the contractor does not interfere with the use and enjoyment of Hotel premises by other guests and members of Hotel. Group's contracts with its contractors will all specify that contractor and Group will indemnify and hold Hotel harmless from any and all damages or liabilities which may arise by such Contractors or through their use.

INSURANCE AND INDEMNIFICATION

Hotel and Group each agree to carry and maintain and provide evidence of liability and other insurance in amounts sufficient to provide coverage against any claims arising from any activities arising out of or resulting from the respective obligations pursuant to this contract. Group's insurance policy shall name Hotel as an additional insured. Damage to Hotel premises by Group or appointed contractors will be Group's responsibility. Group will accept full responsibility for any damages resulting from any action or omission of their individual attendees in conjunction with organized group activities. Hotel is not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal effects brought into Hotel, and/or for the loss of equipment, exhibits or other materials left in meeting rooms.

Hotel reserves the right to approve all outside contractors hired for use by Group in Hotel, and may have a list of approved contractors and vendors. Hotel must be notified in advance of any proposed vendor. Hotel reserves the right to advance approval of all specifications, including electrical requirements, form all outside contractors, and to charge a fee for outside services brought into Hotel. Group and/or outside contractors must provide proof of worker's compensation insurance for employees who will work on Hotel premises and proof of adequate general liability coverage for Group and/or outside contractors' activities while on Hotel's premises, and must comply with all other similar requirements Hotel deems appropriate, in its sole discretion, regarding use of function space, facilities and use of Hotel services.

Hotel 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 Hotel's negligence in connection with the provision of services or the use of Hotel facilities, except to the extent and percentage attributable to Group's or its members', agents', employees', or Exhibitors' negligence. Hotel 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 Hotel 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 Group's negligence and/or its members', agents', employees', independent contractors' or Exhibitors' negligence in connection with the use of Hotel facilities, except to the extent and percentage attributable to Hotel's negligence. 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.

HOTEL POLICIES

Logo: Group shall not use the name, trademark or logo or any other proprietary designation of Hotel in any advertising or promotional material without the prior written permission of Hotel. Group shall comply with the terms and conditions required by Hotel for such use.

Utilities: All electrical services and utilities, including phone and riggings, must be contracted for through Hotel's Convention Services Department.

Signage: Signs and banners are not allowed in Hotel's public areas. In regard to Group's meeting space, all signs must be professionally printed and their placement and posting be pre-approved by the Convention Services Department. Nothing shall be posted, nailed, screwed or otherwise attached to walls, floors, or other parts of the building or furniture. Distribution of gummed stickers or labels is strictly prohibited.

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 up to a \$250 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.

Unattended Items/Additional Security (Liability for unattended items): Hotel cannot insure the security of items left unattended in function rooms. Special arrangements may be made with Hotel for securing a limited number of valuable items. If Group requires additional security with respect to such items or for any other reason, Hotel will assist in making these arrangements, and will incur an additional cost. All security personnel to be utilized during the Event are subject to Hotel approval.

Shipping and Storage: Hotel requests that boxes not be delivered sooner than three (3) business days prior to the first meeting date of your conference. Please inform Hotel of the number of boxes being shipped and the expected arrival date. Hotel will provide you shipping guidelines and ensure expedited delivery service to Group. For your protection all parcels are stored in a secure area and must be signed for by an authorized representative of your conference upon delivery to a meeting.

Storage and Handling fees for parcels are as follows: \$5.00+ tax per box for shelf stored items. \$25.00+ tax per crate or pallet and no charge for letter packages. A handling fee of \$1.00 +tax will be charged for all incoming and outgoing boxes.

Outdoor Events: The Hotel reserves the right to make the final decision to use indoor facilities in case of inclement weather on the day of the Event. We reserve the right to change the backup room. Outdoor entertainment must be pre-approved. The following laws and regulations shall also apply to this agreement: Outdoor functions must conclude at 11:00 pm and Outdoor functions have a volume restriction of 102 decibels.

AUTHORITY

The persons signing the agreement on behalf of Hotel and Group each warrant that they are authorized to make agreements and to bind their principals to this agreement.

MISCELLANEOUS PROVISIONS

This contract is made and to be performed in The Woodlands, Texas, and shall be governed by and construed in accordance with Texas law. By executing this agreement, Group consents to the exercise of personal jurisdiction over it by the courts of the State of Texas. This contract 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 Group and representative of Hotel. No representative of Hotel 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 contract without prior consent of Hotel. In the event of litigation arising from or associated with this contract, the parties agree that the prevailing party therein shall recover its attorneys' fees and costs incurred therein. Any legal action in connection with this agreement shall be brought or maintained only in the courts of the State of Texas, and only in Montgomery County. No food and/or beverage of any kind will be permitted to be brought into Hotel, or any suite used as a hospitality suite, by Group or any of Group's guests.

ACCEPTANCE

This contract shall be deemed accepted only after it has been signed by a representative of Group and thereafter signed by a representative of Hotel. Acceptance may be made by facsimile transmission and this contract may be executed in one or more counterparts, each of which when fully executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement.

ELECTRONIC SIGNATURE

The Parties intend to enter into this Agreement with electronic signatures and consent to entering into this Agreement with electronic signatures. The Parties hereby agree that the electronic signature of a Party to this Agreement shall be as valid as an original handwritten signature of such party to this Agreement and shall be effective to bind such party to this Agreement. The Parties agree that this Agreement, as signed by the Parties with electronic signatures, shall be deemed (i) to be "written" or "in writing," (ii) to have been signed by the Parties to the same extent as if signed by the Parties with original handwritten signatures, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files, even though containing electronic signatures. Such paper copies or "printouts" of this Agreement as signed with electronic signatures, if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the Parties to the same extent and under the same conditions as other original business records containing original handwritten signatures and created and maintained in documentary form. Neither Party shall contest the admissibility of true and accurate copies of this Agreement as signed by the Parties with electronic signatures on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means an electronic symbol or process attached to or logically associated with a contract or other record intended to serve as a manual signature.

By signing below, you acknowledge that you have read and considered the Terms and Conditions and Billing and Cancellation Policies set forth in this Agreement as well as any attachments. You further acknowledge and agree to be bound by these Terms and Conditions. This Agreement may not be amended or modified except by a written document executed in the same manner as this Agreement.

We look forward to working with you and to hosting a memorable event.

By **Prairie View A&M University** authorized representative:

John Gardner

Date: 5/20/2026 | 12:01 PM CDT

John Gardner
Prairie View A&M University

By the authorized representative of Embassy Suites by Hilton
The Woodlands at Hughes Landing ("Hotel"):

TERESA BUNTYN

Date: 05/19/2026

By: tbuntyn@heihotels.com
Name: Teresa Buntyn
Title: Complex Group Sales Manager

Melissa Kaiser

Date: 05/19/2026

By: mkaiser@heihotels.com
Name: Melissa Kaiser
Title: Complex Director of Sales

FACILITIES USE AGREEMENT ADDENDUM
(Member as Licensee)

THIS ADDENDUM (“Addendum”) is entered into this June 8, 2026 between Embassy Suites-The Woodlands/Hughes Landing (“**LICENSOR**”) and Prairie View A&M University (“**LICENSEE**”), a member of The Texas A&M University System (“**A&M SYSTEM**”) and an agency of the State of Texas, for the purpose of amending and supplementing The Woodland/Hughes Landing Contract (the “Agreement”) dated May 4th 2026 governing the use of space located at 1855 Hughes Landing Blvd, The Woodlands, TX 77380 (the “Licensed Space”).

Certain standard clauses that may appear in the Agreement cannot be accepted by **LICENSEE** because of its status as an agency of the State of Texas, and other terms require amendment or supplementation. In consideration for the convenience of using the Agreement instead of negotiating a separate agreement, the parties agree that the Agreement is amended in accordance with this Addendum.

1. **Conflicting Language.** To the extent the language in this Addendum is in conflict with any language in the Agreement, the language in this Addendum will control.

2. **Inapplicable Provisions.** None of the provisions listed below, if they appear in the Agreement, will have any effect or be enforceable against **LICENSEE**:

A. Requiring **LICENSEE** to maintain any type of insurance either for **LICENSOR**'s benefit or for **LICENSEE**'s benefit, since **LICENSEE** is self-insured.

B. Renewing or extending the Agreement beyond the agreement term or automatically continuing the Agreement period from term to term.

C. Requiring or stating that the terms of the Agreement will prevail over the terms of this Addendum in the event of conflict.

D. Requiring the application of the laws of any state other than Texas in interpreting or enforcing the Agreement or resolving any dispute under the Agreement. The Agreement and the obligations of the parties under the Agreement will be construed and enforced in accordance with the laws of the State of Texas.

E. Releasing **LICENSOR** or any other entity or person from its legal liability, or disclaiming 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 **LICENSEE** for lost profit, consequential, punitive or liquidated damages, or for damages in excess of the actual losses incurred by the **LICENSOR** if the Agreement is terminated before the end of the Agreement 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. Granting control of litigation or settlement to another party;

I. Binding **LICENSEE** to any arbitration provision or to the decision of any arbitration board, commission, panel or other entity, or to any specific dispute resolution process.

J. Obligating **LICENSEE** to pay costs of collection or attorneys' fees.

K. Waiving, disclaiming, or limiting any rights, remedies, requirements, processes, warranties, exemptions, privileges, or immunities available to **LICENSEE** under Texas law.

L. Obligating **LICENSEE** to indemnify, defend or hold harmless any party.

M. Subjecting any property of **LICENSEE** to a statutory, contractual, or constitutional lien.

N. Requiring **LICENSEE** to pay any fee for late payment or early termination of the Agreement.

3. Confidentiality. As an agency of the State of Texas, **LICENSEE** is subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code. To the extent the Agreement places any limits or restrictions on the disclosure of information that is or may be deemed by **LICENSOR** to be confidential, **LICENSEE's** compliance with the terms of the Public Information Act will not constitute a default under the Agreement.

4. Entire Agreement. The Agreement, as amended by this Addendum, and any document incorporated herein by reference constitutes the complete agreement of **LICENSOR** and **LICENSEE** and supersedes any prior understanding or agreement, written or oral, between them regarding the issues covered by the Agreement. The Agreement may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their permitted successors or assigns.

5. Authority. **LICENSOR** warrants and represents 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 to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of **LICENSOR** has been duly authorized to act for and bind **LICENSOR**.

6. 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.

7. Compliance With State and Federal Law

A. Accessibility. In signing the Agreement, **LICENSOR** certifies that at the time the Licensed Space becomes occupied by **LICENSEE** and throughout the term of the Agreement and any additional term, **LICENSOR** will comply with The Texas Accessibility Standards regarding architectural barriers to persons with disabilities promulgated under Chapter 469, Texas Government Code as prepared and administered by the Texas Department of Licensing and Regulation ("TDLR"); the ADA Accessibility Guidelines promulgated under The Americans with Disabilities Act of 1990, Public Law 101-336, 42 U.S.C. § 12181 et seq.

Neither **LICENSEE** nor its occupying department have authority to waive any requirements of Chapter 469 of the Texas Government Code and any claim regarding such a waiver is expressly denied. Neither **LICENSEE**, the occupying department, nor the TDLR have authority to waive any requirements of the federal Americans with Disabilities Act, and any claim regarding such waiver is expressly denied.

B. Child Support. **LICENSOR** expressly acknowledges that a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from state funds under a contract 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*, **LICENSOR** certifies that the individual or business entity named in the Agreement is not ineligible to receive payment from the state and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

C. Debts or Delinquencies. Pursuant to Section 2252.903, *Texas Government Code*, **LICENSOR** agrees that any payments owing to **LICENSOR** under the Agreement may be applied directly toward certain debts or delinquencies that **LICENSOR** 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.

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

E. Debarment. **LICENSOR** represents and warrants, to the best of its knowledge and belief, that neither **LICENSOR** nor any of its Principals (“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity) is presently debarred, suspended, proposed for debarment, voluntarily excluded, or involuntarily excluded from receiving a contract from any federal, state or local government or agency, nor has it been declared ineligible for the award of contracts by any federal, state, or local government or agency, nor does it appear on any federal, state or local government’s Excluded Parties List System. **LICENSOR** must provide immediate written notice to **LICENSEE** if, at any time **LICENSOR** learns that this representation was erroneous when submitted or has become erroneous by reason of changed circumstances. The representations and warranties above are a material representation of fact upon which reliance was placed when entering into the Agreement. If it is later determined that **LICENSOR** knowingly made a false representation, in addition to other remedies available to **LICENSEE**, **LICENSEE** may terminate the Agreement.

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

8. Miscellaneous Provisions:

A. Notices. Any notices required or permitted under the Agreement and/or this Addendum must be in writing and will 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. The parties may change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

LICENSOR: **Prairie View A&M University**
Attn: Prairie View A&M University Contract Administration
P.O. box 519, MS 311
Prairie View, TX, 77446-0519
Phone: 936-261-1902
Email: Contracts@pvamu.edu

LICENSEE: **Embassy Suites-The Woodlands/Hughes Landing**
Attn: Teresa Buntyn
1855 Hughes Landing
The Woodlands, TX. 77380
Phone: 713-576-4222
Email: Tbuntyn@heihotels.com

with a copy to: The Texas A&M University System
Office of General Counsel
Attn: Property & Construction
301 Tarrow St., 6th Floor
College Station, Texas 77840-7896
Phone: 979-458-6120
Email: property@tamus.edu

9. Non-Assignment. **LICENSOR** will neither assign its rights nor delegate its duties under the Agreement without the prior written consent of **LICENSEE**.

10. Governing Law. The validity of the Agreement and all matters pertaining to the Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretations or construction, will be governed and determined by the Constitution and the laws of the State of Texas.

11. Venue. Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against **LICENSEE** will be in the county in which the primary office of the chief executive officer of **LICENSEE** is located.

12. Compliance with Laws. Each party hereto will comply with all federal, state, and local laws, rules, and regulations applicable to the performance of its obligations under the Agreement.

13. Tax Exempt Status. As an agency of the State of Texas, **LICENSEE** is tax exempt in the State of Texas. Tax exemption certification will be furnished upon request.

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

15. Severability. In case any one or more of the provisions contained in the Agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provisions hereof, and the Agreement will 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 will become effective on the date designated by such law or by regulation.

16. Rules and Regulations. **LICENSEE** agrees to abide by any and all reasonable rules and regulations promulgated by **LICENSOR** for the proper operation of the Licensed Space provided all such rules and regulations are provided to **LICENSEE** in writing, are consistent, and are uniformly applied to all tenants/licensees/occupants of the Licensed Space. All rules and regulations promulgated subsequent to commencement of the Agreement must be submitted to **LICENSEE** for consideration and comment at least thirty (30) calendar days prior to implementation.

17. Waiver. The failure of **LICENSOR** or **LICENSEE** to insist in any one or more instances on a strict performance of any of the covenants of the Agreement will not be construed as a waiver or relinquishment of such covenants in future instances, but the same will continue and remain in full force and effect.

18. Successors and Assigns. The Agreement and each and all of its covenants, obligations and conditions will inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns of **LICENSOR**, and the successors and assigns of **LICENSEE**.

19. State Auditor's Office. **LICENSOR** understands that acceptance of funds under the 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. **LICENSOR** agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. **LICENSOR** will include this provision in all contracts with permitted subcontractors.

20. Availability of Funding. The Agreement may be contingent upon the continuation of state or federally funded programs, the appropriation of funds by the Texas Legislature and/or the availability of specific funds to cover the full term and cost of the Agreement. In the event a curtailment of state or federally funded programs occurs, state appropriations are curtailed or withdrawn, or in the event specific funds are unavailable to **LICENSEE**, **LICENSEE** may terminate the Agreement upon written notice to **LICENSOR**, or may assign the Agreement, or sublicense the Licensed Space, or any part of the Licensed Space, to another agency of the State of Texas, without further duty or obligation hereunder. **LICENSOR** acknowledges that appropriation of funds is beyond the control of **LICENSEE**.

21. Force Majeure. Neither party is required to perform any non-monetary term, condition, or covenant of the Agreement, if performance is prevented or delayed by a natural occurrence, fire, flood, pandemic, epidemic, quarantine, national or regional emergency, governmental order or action, civil commotion, riot, war (declared and undeclared), revolution, act of foreign or domestic terrorism, embargo, act of God, or other similar occurrence, the cause of which is not reasonably within the control of such party and which by due diligence it is unable to prevent or overcome.

22. Limitations. As an agency of the State of Texas, there are constitutional and statutory limitations on the authority of the **LICENSEE** to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on **LICENSEE'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 attorney's fees; dispute resolution ; indemnities; and confidentiality (collectively, the "Limitations"). Terms and conditions related to the Limitations will not be binding on **LICENSEE** except to the extent authorized by the Constitution and the laws of the State of Texas. Neither the execution of the Agreement by **LICENSEE** nor any other conduct, action, or inaction of any representative of **LICENSEE** relating to the Agreement constitutes or is intended to constitute a waiver of **LICENSEE's** or the state's sovereign immunity to suit.

23. Time. Time is of the essence in respect to the performance of each provision of the Agreement.

24. Certification Regarding Business with Certain Countries and Organizations. **LICENSOR** 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. **LICENSOR** acknowledges the Agreement may be terminated immediately if this certification is inaccurate.

25. Prohibition on Contracts with Companies Boycotting Israel. To the extent Chapter 2271, Texas Government Code, is applicable to the Agreement, **LICENSOR** certifies that (a) it does not currently boycott Israel, and (b) it will not boycott Israel during the term of the Agreement. **LICENSOR** acknowledges the Agreement may be terminated and payment withheld if this certification is inaccurate.

26. Verification Regarding Discrimination Against Firearm Entities and Trade Associations. To the extent that Chapter 2274, Texas Government Code, is applicable to the Agreement, **LICENSOR** verifies that (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (2) it will not discriminate during the term of the Agreement against any firearm entity or firearm trade association. **LICENSOR** acknowledges the Agreement may be terminated and payment withheld if this verification is inaccurate.

27. Verification Regarding Boycotting Energy Companies. To the extent that Chapter 2276, Texas Government Code, is applicable to the Agreement, LICENSOR verifies that (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of the Agreement. LICENSOR acknowledges the Agreement may be terminated and payment withheld if this verification is inaccurate.

EXECUTED this _____ by LICENSOR, or its authorized representative.

Embassy Suites-The Woodlands/Hughes
Landing

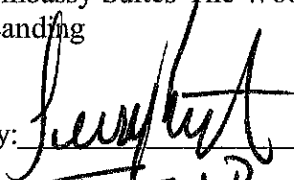
Melissa Kaiser

mkaiser@heihotels.com

Melissa Kaiser

ADOS

05/19/2026

By: 

Name: TERESA BUNTYN

Title: Group Sales MGR

[SIGNATURES CONTINUE ON NEXT PAGE]

EXECUTED this 5/20/2026 | 12:01 PM CDT by **LICENSEE**, or its authorized representative.

Prairie View A&M University, a member of The
Texas A&M University System, an agency of the
State of Texas

By: John Gardner

Name: John Gardner

Title: Associate Vice President for Student Success