



MESQUITE CONVENTION CENTER  
MESQUITE, TEXAS

## GROUP SALES EVENT AGREEMENT

This **Group Sales Event Agreement** ("Agreement") is by and between **Texas Workforce Commission** ("Group" or "you" or "your(s)") and **Atrium TRS III, LP, d/b/a Hampton Suites & Convention Center Mesquite** (the "Hotel" or "we" or "us" or "our"). Group and Hotel are each a "Party" and, collectively, the "Parties").

Especially Prepared for:		Event & Hotel Information:	
<b>Client Contact Name:</b>	Nicole Rozas	<b>Name of "Event":</b>	Texas Conference for Employers in Mesquite in 2024
<b>Title:</b>	Conference Planner	<b>Date(s) of Event:</b>	Thursday, February 1, 2024 - Friday, February 2, 2024
<b>Responsible Party (Company Name or Individual):</b>	Texas Workforce Commission	<b>Post to Reader Board as:</b>	Texas Conference for Employers in Mesquite in 2024
<b>Address:</b>	1117 Trinity Street, Rm. 316-T	<b>Hotel Contact:</b>	Esra Aykanat
<b>City, State, Zip:</b>	Austin, TX 78701	<b>Title:</b>	Enterprise Sales & Marketing Manager
		<b>Property Address:</b>	1700 Rodeo Drive Mesquite, TX 75149
<b>Phone:</b>	(512) 463-6389	<b>Phone:</b>	
<b>Email</b>	Nicole.rozas@twc.texas.gov	<b>Email:</b>	esra.aykanat@atriumhospitality.com

**GUEST ROOM BLOCK AND RATES:** Once this Agreement is accepted, we will remove from our inventory and consider sold to you for your use guest room nights (i.e., sleeping rooms) pursuant to the following arrival and departure schedule (the "Total Contracted Rooms" or "Room Block").

Rates for your Event are confirmed as shown in the schedule.

### GUEST ROOMS and RATES

<i>Texas Conference for Employers in Mesquite in 2024</i>			
Thu 02/01/2024			
	Occupancy	Rooms	Rate
Run of House	S/D	20	\$119.00

Total Room Nights Agreed: 20

All guest rooms are run-of-the-house unless otherwise set forth above. Guestroom types (kings, double/doubles, etc.) cannot be guaranteed and will be reserved on a first-come, first-served basis.

Room rates quoted above are non-commissionable, net rates, subject to Occupancy tax, which is currently 13% but will be the tax rate in effect at the time of the stay. Texas Workforce Commission is exempt from sales tax. You confirm that you have dealt directly with us, and have not used any person or service entitled to a commission.

**PARKING:** There will be a charge of \$5.00 for guest's overnight self-parking.

### ROOM RESERVATION PROCEDURES

In order to assign specific room types to your attendees, each guest room in your Room Block must be confirmed no later than [Thursday, January 11,](#)

**2024** ("Reservation Due Date"). The Hotel has no obligation to provide room nights beyond those contained in the Room Block.

**Rooming List**

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 the Hotel by Reservation Due Date. This list should include guest name, home or business address, email address (if any), requested type of room, requested bed type (i.e. king, double/double, queen, twin or suites) check-in and check-out dates, preference for smoking or non-smoking room, and VIP status. Any requests for special room arrangements should be indicated on the rooming list. The Hotel does not confirm reservations to the individual in writing.

After Reservation Due Date as described above and prior to your arrival date, all room nights which have not been reserved as described above will be returned to the Hotel's general inventory. Reservation requests from your attendees received after Reservation Due Date will be accepted on a space available basis, at the higher of the contract rate or rate available at that time.

**CHECK-IN / CHECK-OUT**

Guest accommodations will be available at 4:00 PM on arrival day and reserved until 12:00 PM on departure day. The Hotel would appreciate receiving flight arrival times for your group, if available. Any attendee wishing special consideration for late checkout should inquire at the front desk on the day of departure.

**GUEST ROOM CHARGES**

**Room only charged to Master Account:** You will be paying for your Event guests' room, occupancy tax. Parking will be covered by individual. Accordingly, all such charges incurred by Event guests will be charged to your Master Account. In order to be able to access the ancillary services of the Hotel, each guest will be required to present a valid credit card upon check-in, on which an amount of sufficient pre-authorization can be obtained to cover any charges for the guest's use of the Hotel's ancillary services.

**MEETING REQUIREMENTS**

Though we usually charge for usage of our function space, the Hotel will provide all of the function space you require in accordance with the Schedule of Events described below on a complimentary basis in recognition of the revenue we anticipate we will derive from the provision of room nights and food and beverage services and ancillary services in connection with your Event. The Hotel reserves the right to adjust function space at the reservations due date if attendance projects lower than contracted. Please ensure that the schedule below includes all space necessary to accommodate your set-up and break-down times, all audio-visual needs, head tables and displays.

**SCHEDULE OF EVENTS**

Date	Time	Event Class	Room	Setup	AGR
<b>Thu, 02/01/24</b>	12:00 PM - 6:00 PM	Setup	Salons AB	Classroom	
<b>Fri, 02/02/24</b>	8 6:00 AM - 9:00 AM	Break AM	Salons AB	Classroom	500
<b>Fri, 02/02/24</b>	6:30 AM - 5:00 PM	Meeting	Salons AB	Classroom	500
<b>Fri, 02/02/24</b>	3:00 PM - 3:30 PM	Break PM	Salons AB	Served Outside Room	500

***Specific meeting rooms cannot be guaranteed and are subject to change.***

**GUARANTEED ATTENDANCE AND MENU SELECTIONS:** Though this number will not affect the Agreed Minimum Food and Beverage Revenue figure noted below, the final attendance for your function must be received in writing by the event services office NO LATER THAN 12:00PM, three (3) working days before the date of the function. This will be the number for whom the Hotel will prepare food for the function. The Hotel cannot be responsible for service, accommodations or guaranteeing the same menu items for more than three percent over your guaranteed number of people. If a guarantee is not given to the Hotel by the specified time and date, the original estimated attendance would be considered the final guarantee. Your final menu selections must be made no later than 10 days prior to commencement of your Event. A Banquet Event Order will be sent to you to confirm all final arrangements and prices. If you do not advise Hotel of any corrections or changes to the Banquet Event Order by the date requested by Hotel, the Banquet Event Order will be considered accepted by you as correct. Group will be responsible for the charges listed on the Banquet Event Order or the Agreed Minimum Food and Beverage Revenue figure, whichever is greater, and service charges. Diagrams and identification of the Hotel's meeting space to be used for your Event may not be disseminated by the Group without the Hotel's prior approval.

**SERVICE CHARGE:** A service charge of 25% (or the current service charge in effect on the day of the Event) will be assessed on all charges relating to your Event including, but not limited to, food and beverage, audio visual, connectivity, meeting room rental, labor fees and any other charges relating to your Event, plus any applicable state and/or local taxes. This service charge is not a gratuity and is the property of Hotel to cover discretionary and administrative costs of the Event. We will endeavor to notify you in advance of your Event of any increases to the service charge should different amounts be in effect on the day of your Event.

**AGREED MINIMUM ROOM NIGHT REVENUE:** Based on the Total Contracted Rooms and the stated rates, the "Agreed Minimum Room Night Revenue" is \$2,380.00.

**AGREED MINIMUM FOOD AND BEVERAGE REVENUE:** Based on the above Schedule of Events, the "Agreed Minimum Food and Beverage Revenue" is \$15,000.00. This amount does not include service charges or taxes, if applicable, which are noted separately herein, and any additional requested function space or food and beverage shall be extra. Please see Attachment A incorporated by reference. *SM U W*

**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 the Hotel makes financial plans based upon the revenues it expects to achieve from your full performance of this Agreement. It is impossible for the 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 Event ("cancellation") or as the result of usage of less than your Total Contracted Rooms and/or contracted food and beverage services for the above Schedule of Events ("attrition"). In most instances, when groups do not use their contracted room nights or services, the 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 the Hotel at another time, are resold to groups that do 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 the Hotel's rooms and facilities for 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. Please see Attachment A regarding cancellation and attrition. *SM U W*

**DEPOSIT AND PAYMENT REQUIREMENTS:** If you wish to apply for credit, please complete the enclosed direct bill application form and return it with the signed Agreement. If you wish to pay by credit card, please complete the enclosed Credit Card Authorization form and return it with the signed

Please note that any credit approvals will expire after 12 months. In addition, Hotel reserves the right to withdraw a prior credit approval if Group fails to pay in full charges associated with any prior event at the Hotel or any other hotel owned or operated by Atrium Hospitality or its affiliates, or if there is any material adverse change in Group's credit standing.

Notwithstanding the foregoing, deposits will not be required in your instance so long as you maintain your status as a Government group with a valid Purchase Order on file.

Checks and money orders should be made payable to Hampton Suites & Convention Center Mesquite and be delivered to:

Hampton Suites & Convention Center Mesquite  
Attention: Accounting Department  
1700 Rodeo Drive  
Mesquite, TX 75149

In addition to any other amounts authorized by this Agreement, the following items shall be charged to the Master Account: guest rooms, banquet food and beverage charges, service charges, meeting space rental charges (if any), (charges for third-party services and/or supplies arranged through the Hotel), audio-visual charges (only if applicable) and any other charges billed to the Master Account at the request of the authorized representative of the Group, as designated by the Group in advance of the Event, plus applicable taxes and governmental charges. Guest incidental charges, parking fees, and any portorage fees are paid only by guest. Group is not responsible for these charges.

During the course of your Event, we would be pleased to meet with you each day at a mutually agreed upon time to review the charges applied to your Master Account and to keep it accurate and up to date. Please inform your Event Services Manager of a convenient time that you wish to establish for a daily meeting.

TWC agrees to provide a service authorization (SA) or purchase order (PO) to the venue and will then actually pay after the event, according to the Prompt Payment Act, Texas Gov. Code, Chapter 2251. This Act gives TWC up to 30 days to pay after the event or the receipt of a complete and accurate invoice or bill for services, whichever is later. In the event of Group's failure to pay in that time frame, any interest and fees will accrue pursuant to the Prompt Payment Act.

Individual guest accounts are paid via the credit card provided by the guest at check-in.

**TAX EXEMPT STATUS:** Group agrees to provide a valid exemption certificate to the Hotel. Please note, tax exempt status pertains to the Master Account only. Individual attendees are not tax exempt. Tax exempt status applies to sales tax only; other taxes may apply.

**AUDIO-VISUAL EQUIPMENT:** Per Section F7 of RFP 3202400007 that this was a response to; "The TWC will contract a separate Audio-Visual company through a separate RFP. The contracted Audio-Visual company/companies will travel to each Texas Conference for Employers to facilitate all Audio-Visual requirements of the conference. The successful respondent of this RFP shall work in conjunction with the Audio-Visual team. chosen by TWC. This includes granting access to the event space and sharing any outside vendor fees with the Audio- Visual team."

Submission of the signed RFP for this bid resulted in agreement to this term.

**INSURANCE AND INDEMNIFICATION:** Hotel agrees to carry and maintain and provide evidence of liability and other insurance in amounts sufficient to provide coverage against any claims arising out of its activities or relating to its obligations under this Agreement, with liability coverage of not less than \$2,000,000.00 per occurrence.

W SM U

Damage caused by the Group will be the Group's responsibility to the extent allowed by law (see Attachment B). Group will carry workers compensation coverage as required by law.

**OUTSIDE FOOD AND BEVERAGE:** Due to applicable law, you may not bring alcoholic beverages into the Hotel for your Event. You must obtain our prior approval before you bring any food or non-alcoholic beverages from outside sources into our Hotel. Service fees will apply to any outside food or beverage served in our function space, regardless whether Hotel labor is required. Outside vendors shall be required to comply with (A) all applicable rules and regulations of Hotel for outside contractors, and (B) such additional directives as may be instituted by Hotel from time to time for the protection of the hotel and its occupants. These directives may include, without limitation, requirement of use of face masks, distancing, and protocols for the cleaning and sanitizing of areas and for the safe disposal of wastes.

**DISPUTE RESOLUTION:** Chapter 2260 of the Texas Gov't Code establishes a dispute resolution process for contracts involving units of state government. The dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve any claim for breach of contract against TWC that cannot be resolved in the ordinary course of business. The laws of the State of Texas shall apply to this contract.

**ENTIRE AGREEMENT:** This Agreement, and the appendices, attachments, addenda and exhibits attached hereto and hereby incorporated herein, constitutes the entire agreement between the Parties superseding any and all prior proposals, negotiations, representations, commitments and other communications between the Parties, whether oral or written, concerning the Event. This Agreement shall be deemed "accepted" and binding on the Parties only after it has been signed and delivered by a representative of the Group and thereafter by a representative of the Hotel. No representative of the Hotel is authorized to make any representation which varies from the express terms of this Agreement. This Agreement cannot be amended or supplemented Hotel's Director of Sales or General Manager. Group shall present Hotel an executed version signed by Group's representative prior to Tuesday, June 21, 2023.

The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign and if applicable on behalf of Group/Client named above.

ACCEPTED AND AGREED TO:

Susan Miller, Texas Workforce Commission

Group: Texas Workforce Commission

HOTEL:

Atrium TRS III, LP  
d/b/a Hampton Suites & Convention Center Mesquite

By: Susan Miller

By: Courtney Losh

Name: Susan Miller, Deputy Director of Business Operations

Name: Esra Aykanat, Enterprise Sales & Marketing Manager

Dated: 6/20/2023

Dated: 6/20/2023

By: Crystal Jaramillo

Name: Crystal Jaramillo, Director, Sales & Events

Dated: 6/20/2023

# Texas Workforce Commission

A Member of Texas Workforce Solutions

Bryan Daniel, Chairman  
Commissioner Representing  
the Public

Aaron Demerson  
Commissioner Representing  
Employers

Alberto Trevino III  
Commissioner Representing  
Labor

Edward Serna  
Executive Director

## Attachment A to Contract Hampton Inn & Suites Mesquite Convention Center, Mesquite, Texas And the Texas Workforce Commission

### CANCELLATION POLICY

As a matter of state law the Texas Workforce Commission (TWC) cannot enter into any agreement which includes a cancellation and attrition policy charging or assessing a penalty for service not yet rendered. In order to work within those constraints, the cancellation and attrition policy provisions of this contract have been deleted.

TWC will inform Hampton Inn & Suites Convention Center, Mesquite, Texas immediately of our intent to cancel the subject event. It is further understood that TWC will not cancel this contract for the purpose of moving the subject event to another hotel or conference property.

Relay Texas: 800-735-2989 (TDD) 800-735-2988 (Voice) • [www.twc.texas.gov](http://www.twc.texas.gov)  
Equal Opportunity Employer / Program  
Auxiliary aids and services are available upon request to individuals with disabilities



# Texas Workforce Commission

A Member of Texas Workforce Solutions

Bryan Daniel, Chairman  
Commissioner Representing  
the Public

Aaron Demerson  
Commissioner Representing  
Employers

Alberto Trevino III  
Commissioner Representing  
Labor

Edward Serna  
Executive Director

## Attachment B to Contract with Hampton Inn & Suites Mesquite Convention Center, Mesquite, Texas And the Texas Workforce Commission

As a matter of state law the Texas Workforce Commission cannot enter into a "hold harmless" agreement with a vendor, nor can we expend appropriated funds to secure the liability insurance. The law narrowly defines and limits those matters for which a state agency or employee may be liable and caps damages in a similar fashion. Further, under established case law a public official purporting to contract beyond those limits may be personally liable for damages incurred.

TWC has no discretion in this matter. We are involuntarily at risk to the extent dictated by the Tort Claims Act; conversely, we lack the authority to expand the scope of that risk.

In short, the Legislature has provided that agencies of the state be "self-insured" for certain purposes in certain amounts. We are liable to that extent; more we cannot do.

In this context the following is attached to the Contract between the Texas Workforce Commission and Hampton Inn & Suites Mesquite Convention Center, Mesquite, Texas. .

### ACKNOWLEDGMENT OF LIMITED LIABILITY

I hereby acknowledge that the Texas Workforce Commission as an agency of the State of Texas, is liable for the wrongful acts or omissions, or the negligent acts of its employees to the extent and for the amounts specified by the Texas Tort Claims Act.



Edward Serna, Executive Director  
Texas Workforce Commission