



**OMNIBUS CAVEAT OF THE TEXAS GENERAL LAND OFFICE (GLO)<sup>1</sup>**  
**FOR CONTRACT NO. 16-228-000-9710**

Notwithstanding any language to the contrary in the attached Booking Proposal presented by Hyatt Corporation, as agent of H.E. San Antonio I, LLC, dba Hyatt Regency San Antonio ("Provider"), the GLO and Provider hereby acknowledge and agree to the following:

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1. **CONFERENCE ROOM RATE:** Provider will rent the La Vista Terrace conference room to GLO on a weekly basis at the special rate listed in the attached Booking Proposal for the duration of this Contract. Subject to occasional scheduling changes, the La Vista Terrace conference room will normally be available to the GLO every Tuesday from 8 a.m to Noon. In the event the La Vista Terrace conference room is not available on the date and time requested by GLO, Provider will rent to GLO a similar conference room inside Provider's hotel at the same special rate listed in the attached Booking Proposal.
2. **INSURANCE:** The GLO is a state agency designated to perform the governmental functions authorized in Article 3, Section 49-b of the Texas Constitution. Pursuant to Chapter 2259 of the Texas Government Code, entitled "Self-Insurance by Governmental Units," the GLO is self-insured and, therefore, is not required to purchase insurance. A self-insurance fund has been established to protect the GLO and all officers, employees, and agents from any insurable risk or hazard.
3. **TAXES:** As a state agency, GLO is exempt from all taxes and assessments.
4. **PRE-PAYMENT / PROMPT PAYMENT:** The GLO agrees to pay Provider in accordance with Chapter 2251, Subtitle F of Title 10 of the Texas Government Code, "The Prompt Pay Act." Provider hereby waives pre-payment requirements of any and all kind, evidenced by signing below.
5. **INDEMNITY:** To the extent that Provider's document(s) requires the GLO to indemnify or hold Provider or any third party harmless from damages of any kind or character, such obligations are binding upon the GLO **to the extent permitted by the Constitution and laws of the State of Texas.**
6. **ATTORNEYS' FEES, PENALTIES, AND LIQUIDATED DAMAGES:** To the extent that Provider's document(s) requires the GLO to pay attorneys' fees for any action contemplated or taken, or penalties or liquidated damages in any amount, such obligations are binding upon the GLO **to the extent permitted by the Constitution and laws of the State of Texas.**
7. **LAW AND VENUE:** The agreement between the Parties and any rights and obligations of the Parties shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought shall be in a court of competent jurisdiction in Travis County, Texas. **Nothing herein constitutes a waiver of the GLO's sovereign immunity.**
8. **NO DEBT:** In compliance with TEX. CONST. Art. VIII § 6, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated.
9. **DURATION:** This Contract shall be effective on January 19, 2016 and shall terminate on December 31, 2016. The Parties may extend this Contract subject to terms and conditions mutually agreeable to both Parties.
10. **EARLY TERMINATION:** Either Party may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. Such early termination shall

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<sup>1</sup> The GLO remains subject to the statements herein presented, based on requirements mandated for agencies of the State of Texas.

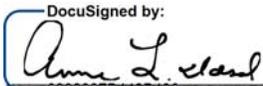


be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

- 11. **CONFLICTING TERMS:** If any provisions herein conflict with terms in the attached Booking Proposal, the terms herein shall control.

**GENERAL LAND OFFICE**

**HYATT CORPORATION, AS AGENT OF H.E. SAN ANTONIO I, LLC, DBA HYATT REGENCY SAN ANTONIO**

DocuSigned by:  
  
6802997B442B496...  
Anne L. Idsal, Chief Clerk

DocuSigned by:  
  
F5C9AB4547E6432...  
Name: Sara McBride  
Title: Event Sales Manager

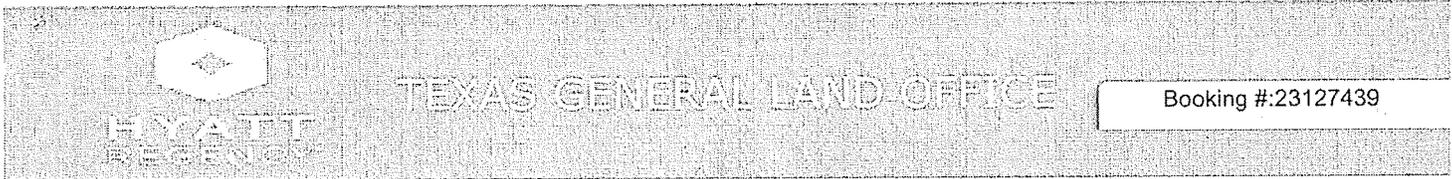
Date of execution: 1/27/2016

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LS  
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GC 

**ATTACHMENTS TO THIS AGREEMENT:**

**BOOKING PROPOSAL**



<b>Hotel</b>	<b>Topic</b>	<b>Change Log Entries</b>	<b>Prices</b>	<b>Format</b>	<b>Event Date Range</b>
SATRS	ALL	3 days	Show	Without Changes	
<b>Function Room</b>			<b>Event Order Type</b>		
ALL			ALL		

Event Date: Tuesday, January 19, 2016

<b>Date</b>	<b>Start Time</b>	<b>End Time</b>	<b>Location</b>	<b>Attendance</b>	<b>Bkng:</b> TEXAS GENERAL LAND OFFICE	<b>On Site:</b>
Tue, Jan 19	11:00 AM	06:00 PM	LA VISTA TERRACE	E/G/S	Event: Meeting	CA/CS: Sara Mcbride
Tent - 3				30/30/30	EO: Meeting	PM#:
Reader Board Ind	X				EO #: 4245022	Bill
						Inst:

	<u>Serve Time</u>	<u>Servinas</u>	<u>Description</u>	<u>Price</u>
Setup	11:00 AM		Water Station LaVista Terrace Setup Inside Table Set for (16) using banquet chairs Center Conference Table in Front of TV Push Couch to Side Set (14) Banquet Chairs in rows facing conference table (Do not use any red LVT chairs) Banquet's Choice of Linen Housekeeping to have La Vista Terrace Refreshed and Ready Prior to Event Start Time	350.00 Ea.
MRR	11:00 AM	1	Room Rental	
All Engineering	11:00 AM		Engineering Note This is a recurring event, and temperature has frequently been an issue. Please ensure the temperature is controlled.	
Engineering	11:00 AM		Group Requests Meeting Rooms To Be Set At 72 Degrees	
Accounting	11:00 AM		Terms and Conditions Menu	
All			Terms Part 1 All reservations and agreements are made upon, and are subject to: the regulations of the Hotel, the attached Group Detailed Report and the following conditions: A deposit is required to complete the booking process. All deposits are nonrefundable and will be applied toward any liquidated damages due to the Hotel in case of cancellation of the event. If your event will be held in the next 10 days, full pre-payment is required. Based on the approximate number of guests mutually agreed upon, a minimum food, beverage and room rental ("Minimum Charge") of \$350.00 has been established for your function as set forth in the Group Detail Report. This Minimum Charge, of \$350.00 will not include service charges, tax, labor charges, audio-visual or any other miscellaneous charges incurred. Should your count drop below the agreed-upon approximate number of guests, the Hotel can advise you on alternatives for food and beverages which will bring you back up to Minimum Charge for your function. Whether or not the menu is changed, you agree to pay the Minimum Charge. If for any reason, either you or the Hotel should find it necessary to cancel this function after you have signed these Terms and Conditions, the party that cancels the function agrees to pay the other party liquidated damages (agreed not to constitute a penalty) equal to the Minimum Charge listed above. Payment for cancellation will be made at the time the canceling party gives written notice of cancellation to the other party. If the party should find it necessary to cancel this function three business days from the event, full payment is required based on the guarantee in the Group Detail Report. In no event will the charges be less than the Minimum Charge. A guaranteed final attendance must be received from the Catering Office by 11:00 am CST three working days prior to your first function. If a guarantee is not given to this office by this deadline, the estimated attendance indicated on the Group Detail Report will automatically become the guarantee, and charges will be based on that number. The guarantee count cannot be subject to reduction, and charges will be made accordingly. In no event will the charges be less than the Minimum Charge. Terms Part 2 All federal, state and local taxes which may be imposed or be applicable to this agreement and to the services rendered by the Hotel are in addition to the prices herein agreed upon and Customer agrees to pay them. A 24% service charge will be added to your bill, plus any applicable state and/or local taxes. This service charge is not a tip or gratuity. It is retained by the hotel to offset administrative and other operating expenses. If you are particularly pleased with the level of service provided, a voluntary gratuity can be added and will be distributed in its entirety to the wait staff employees who worked your event. No food or beverage of any kind will be permitted to be brought into the Hotel by the Customer or any of the Customers guests or invitees. Full payment of the Minimum Charge/Guarantee, plus a twenty percent (20%) contingency to cover possible on-site overage, shall be made a minimum of ten (ten) days in advance of the function. Any overage not utilized will be credited back in same form of payment made to the hotel following the event. The Hotel will guarantee pricing three months prior to any event. Terms Part 3 Customer agrees to be responsible for any damages done to the function room or any other part of the Hotel by the Customer, his/her guests, invitees, employees, independent contractors or other agents under	

