



OMNIBUS CAVEAT OF THE TEXAS GENERAL LAND OFFICE (GLO)¹
FOR CONTRACT NO. 16-258-000-9762

Notwithstanding any language to the contrary in the attached **Agreement** presented by **Menger Hotel** ("Provider"), the GLO stipulates and Provider hereby acknowledges notice of the following:

1. **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.
2. **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," and requests that Provider hereby waive pre-payment requirements of any and all kind, evidenced by signing below.
3. **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.**
4. **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.**
5. **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.**
6. **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.
7. **TRAVEL:** Subject to the maximum Contract amount authorized herein, as specifically authorized by the GLO, the GLO shall allow travel reimbursements at the rates established by the Comptroller of the State of Texas, as outlined in the State of Texas travel guidelines, *Textravel*.
8. **CONFLICTING TERMS:** If any provisions herein conflict with terms in the related agreement between the Parties, the terms herein shall control.

ACKNOWLEDGED: MENGER HOTEL

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

MENGER HOTEL

Revised – 1/25/2016

Group Confirmation Agreement

NAME OF GROUP: Save Texas History Symposium

POST AS: Save Texas History Symposium

NAME OF CONTACT: Mr. James Harkins

ADDRESS OF CONTACT: 1700 No. Congress Avenue
Suite 931
Austin, TX 78701

TELEPHONE NUMBER: (512) 463-3289

FAX NUMBER:

ARRIVAL DATE: Friday, September 16, 2016

DEPARTURE DATE: Sunday, September 18, 2016

DIRECTOR OF SALES: Marcia Sheingold

DIRECTOR OF CATERING: Doreen Sanders

GUEST ROOM BLOCK:

The following is the guest block requested from the Menger Hotel. **Bed type is not guaranteed, subject to availability upon check-in.**

	Fri 09/16	Sat 09/17
King Bed Non Smoking	18	18
2 Double Beds Non Smoking	10	10
Luxury Suite	2	2

TOTAL ROOM NIGHTS: 60

Sleeping Room Block:

- 30 Rooms for both 9/16/16 and 9/17/16
- All sleeping rooms are non-smoking
- All rooms are at govt rate and there will not be any lower rates advertise
- All rooms at \$120.00 plus tax a night
- Rates will be honored 3 days prior and 3 days after based on availability
- 2 suite upgrades at group rate
- Booking link, booking code, individual call-in or all...requiring credit card guarantee is okay all the above apply
- Cut-off date with rooms not picked up released and no further obligation from the GLO for the sleeping rooms; no attrition clause
- Individual room cancellation policy 48 hours

ROOM RATES:

Room	Single Rate	Double Rate	Triple Rate	Quad Rate
King Bed Non Smoking	\$120.00	\$120.00	\$120.00	\$120.00
2 Double Beds Non Smoking	\$120.00	\$120.00	\$120.00	\$120.00
Luxury Suite	\$120.00	\$120.00	\$120.00	\$120.00

Cut-Off Date: Above Room Block and Group Rate will be held until the **Wednesday, August 24, 2016** at which time unused rooms will be released for resale by the hotel at a rate specified by the hotel. Any reservations received after this date will be based on Room and Rate Availability.

If any participant decides to leave earlier than the scheduled departure date when participant is in-house at the hotel, there will be a charge of \$75.00 early departure fee.

- Portable cribs at no charge; based on availability.
- Roll-away, based on availability.
- Check-in time is after 3:00PM and Check-out time is 12:00PM.

Group rate is honored three days before the group block starts and three days after the group block ends, **based on availability.**

Guest room rates are net, non-commissionable and subject to tax which is currently 16.75%.

It is agreed that attendees will be responsible for providing prepayment or Credit Card guarantees for their first night's arrival.

Parking:

2016 Special Parking rates for hotel guest parking are: \$15.00 Valet plus 8.25% tax, (subject to change/for Hotel guest only). **There are no accommodations for bus parking at hotel.** Non-guest parking is available at various city lots within walking distant to hotel from \$12.00 to \$20.00 a day. **The hotel will provide (2) complimentary parking passes while group is in-house at the hotel.**

Transportation: The hotel does not offer complimentary or paid shuttle from/to the airport. There is a city shuttle called "GO Airport Shuttle" that leaves every 15-30 minutes from outside the baggage claim area at the airport. Shuttle will make several hotel drop offs. Cost is \$20.25 one way or \$36.70 round trip. Taxi ranges from \$25.00 to \$30.00 and will charge flat rate for one to three people.

Name changes will only be accepted up to (48 hours) prior to arrival.

Reservations By: Individual Call-In

It is understood that individuals will make their own reservations directly with the hotel Reservations Department. Individuals must identify themselves as being with group to receive the contracted group rate. All reservations will be confirmed by the hotel directly to the guest. 24 hour toll-free reservations: 800-345-9285 or by online group link.

Payment Method:

- Direct bill to the GLO is preferred with credit application
- Advance Payment is not required any portion paid in advance

Rooms Method of Payment: Individuals Pay on Own Room, Tax & Incidentals.

Individual Cancellation:

On Individual Reservations – reservations must be guaranteed by a major credit card or first night's full deposit. Reservations cancelled after 48 hours prior to arrival will be assessed one night's room and tax.

SCHEDULE OF EVENTS: See Schedule of Events

Date	Start Time	End Time	Function	Room	Setup	Agr.	Room Rental
9/16/2016	1:00 PM	10:00 PM	General Session	Ballroom ABC	Classroom	200	
9/16/2016	1:00 PM	10:00 PM	Exhibits	Pre-Function Area	Exhibit 6' Table	35	
9/17/2016	8:00 AM	5:00 PM	General Session	Ballroom ABC	Classroom	200	
9/17/2016	8:00 AM	5:00 PM	Exhibits	Pre-Function Area	Exhibit 6' Table	35	
9/17/2016	12:00 PM	2:00 PM	Lunch Buffet	Minuet Room	Rounds of 10	150	
9/17/2016	12:00 PM	2:00 PM	Lunch	Patio Room	Rounds of 12	50	

- **Meeting/Lunch/Registration & Pre-Function Exhibit Tables:**

- Meeting Space:
- 9/16/16...Set up day – room for 200 set up classroom style from 1:00p to 10:00p; Ballrooms ABC
- 9/17/16:
- General Session – Set up for 200 classroom style from 8:00am to 12:00p; Ballrooms ABC
- Split Sessions – Two rooms each set up for 100 Classroom style with a six foot table with 3 chairs each at the head of the room from 1:00p to 4:30p
- General Session Conclusion – Set up for 200 classroom style from 4:30p to 5:00p; Ballrooms ABC
- Minuet & Patio will be used for lunch.
- No charge for meeting space or set up, but there is a \$15.00 exhibit table fee, one time only.

- **Lunch Space:**

- Minuet & Patio for 200 in rounds of 10-12
- Minuet & Patio can be split between two rooms
- No cost for any use and setup of room(s) for lunch
- Registration & Pre-Function Exhibit Tables
- Pre-Function area will be outside the General Session room
- Ballroom C & Pre-Function set up with 35 to 40 6' tables, skirted (or tablecloths) with 2 chairs per table
 - Set up 9/16/16 from 1:00p to 10:00p
 - Set up 9/17/16 from 8:00am to 4:30p

- \$15.00 exhibit table fee
- Meeting space floor plan attached

- **Food and Beverage:**

- 9/16/16: Nothing needed
- 9/17/16:
 - Continuous morning break for 200 to include Coffee, De-caf coffee, water (pitchers of water & glasses okay), and pastry setup at back of General Session room
 - Set up by 8:00a >
 - Refresh at 10:00a > In contract
 - Afternoon break for 200 to include soads, water (pitchers of water and glasses okay), and small snack (like cookie, brownie, granola bar, etc.) set up by 2:30p
 - Cold deli lunch for 200 set up at 12:00pm buffet style to include
 - Variety of Meats
 - Variety of Cheeses
 - Variety of Breads
 - Lettuces, Tomatoes, and any other standard veggie accompaniments
 - Condiments to include Mayo, mustard, pickles, etc.
 - Side of chef's choice

Menger Hotel • 204 Alamo Plaza • San Antonio, TX 78205 •
210-223-4361 (p) • 210-223-1328 (f) • 1-800-345-9285

- Iced Tea (sweet and unsweetened) and water (pitchers of water & glasses okay)
- \$45.00 + gratuity per person for breaks and lunch
- Meeting space waived with Food and Beverage
- 200 the minimum number required for the meeting/function space to remain at no charge
- \$6,000.00 for meeting/function space if food and beverage fall below the minimum and are very happy to negotiate with you.

Audio Visual Needs: Please see attached AV Price List

(only needed on 9/17/16), items are tentative and may change)

Group is allowed to bring in own equipment, but no technician if available on property.

Technician can be reached by phone or via email

Audio-Visual Equipment:

TL Event Technology provides all Audio Visual Equipment and has a representative on site at the hotel.

Please review your requirements with your catering representative. A brochure of rental prices will be

provided upon request. TL Event Technology staff do not have an office in the hotel, Technicians are

present only when Projection & Audio Equipment is ordered. Technical Support is offered for a fee.

Technicians do not operate or setup client's equipment due to liability issues. You can contact Tim Wright

at email: twright@tlet.net or by phone: 210-705-9042.

Additional Amenities: Please indicate any additional amenities you can provide free of charge to enhance our meeting. The hotel offer complimentary internet in guestrooms and meeting space.

Location:

- Hotel property is next door to the Alamo in the heart of downtown across from Riverwalk next to the River Center Mall.

Food & Beverage Minimum:

If the minimum is not met the difference will be charged as a room rental to your final bill. This set minimum is not inclusive of tax, gratuity or miscellaneous charges.

Service Charge: A 20% 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 or that you designate.

Food and Beverage:

The Hotel reserves the right to provide and serve all food and beverages on Hotel premises.

- NO outside food and/or beverages will be permitted in hotel meeting/banquet rooms.
- NO food will be permitted to leave hotel banquet facilities.

It is the responsibility of the patron to communicate attendance figures to the catering office no later than 12pm three (3) business days (72 hours) before the event (not including Saturday and Sunday). This number is considered a firm guarantee and not subject to change. If we do not receive an update attendance figure, we will use the original booking number as the guarantee. A change in room setup requested by the client once the room has been initially set will necessitate a reset charge.

Catering Method of Payment: Direct Bill

Signs and Banner:

No signage or banners may be hung or displayed in any public areas of the Hotel other than those associated with the pre-approved exhibit display, Registration desk or theme party. Limited signage is permitted in meeting rooms provided it meets the standards established by the Hotel. The Catering Department must approve all signage requests in advance and in writing.

Package Delivery & Shipping: Bellman delivery \$2.00 per box

If a Group Representative is shipping packages or envelopes during or after their stay, they may call UPS or FED-EX and make arrangements to pay for shipping and pick up surcharge. The pickup confirmation number must be written on the package label. Even if the Group Representative provides their own return shipping label, they must call UPS or FED-EX and arrange to pay for pick up fees.

After the package has the proper label and pick up confirmation information, the Group Representative may call Valet Services and the bellman will deliver the prepared packages to the shipping dock.

The Group Representative may also use the Menger Hotel Business Center to arrange to ship their UPS and FED-EX packages. We will not provide labels or packing materials for this purpose.

UPS contact telephone number: 800-742-5877 or www.ups.com

FED-EX contact telephone number: 800-463-3339 or www.fedex.com

Group Cancellation: (No Attrition Clause)

In the event the room block is cancelled, Save Texas History Symposium agrees to pay the hotel the following cancellation charges:

Notification of Cancellation Prior to Arrival Date	Cancellation Policy
0-30 Days	100% of peak night's room and tax on all guest rooms reserved on the peak night. \$
31-60 Days	80% of peak night's room and tax on all guest rooms reserved on the peak night. \$
61-90 Days	60% of peak night's room and tax on all guest rooms reserved on the peak night. \$
90-180 Days	50% of peak night's room and tax on all guest rooms reserved on the peak night. \$

Hotel Relocation Policy:

In the event of a relocation situation, the Menger Hotel will provide the following for any individuals we are unable to accommodate on the arrival night:

- Individuals will be provided with Complimentary accommodations at a nearby property for the first night.
- One Complimentary Long-distance phone call to communicate the new location.
- Upon return, upgraded accommodations at the Group rate. Upgrade based on availability.

While guest relocation is avoided at all times, our policy is to accommodate the guest when, and if, it should occur.

ADA Regulations:

The Menger Hotel warrants that, as a place of "public accommodation," it is in compliance with the Americans Disabilities Act.

Force Majeure Clause:

The performance of this contract is subject to acts of God, government authority, disaster, or other emergencies, any of which make it illegal or impossible for either party to perform its obligations. It is provided that this contract may be terminated for any one or more of such reasons by written notice from one party to the other without liability.

Indemnification Clause: To the extent allowed by applicable law and subject to sovereign immunities afforded to Group, each party hereby agrees to indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action resulting from breach of any of its representatives, warranties or covenants herein or the negligence, gross negligence or intentional misconduct of the party indemnifying or its respective officers, directors, employees, agents, contractors, members or participants (as applicable), provided that with respect to officers, directors, employees, and agents, such individuals are acting within scope of their employment or agency, as applicable.

Acceptance:

The contents of the Contract meet with my approval. As an authorized representative, I consider all arrangements definite and confirmed as stated herein. Compliance with this contract is subject to acts of God, war, disaster, terrorism or other emergencies beyond the reasonable control of either party.

To enable the Menger Hotel to establish these arrangements on a definite basis, please sign and date the contract and return by **March 31, 2016**. This confirmation establishes acceptance, in full, of the Agreement and the Meeting Room Agenda.

It is our understanding that the undersigned is authorized by **Save Texas History Symposium** to accept this Agreement. Any changes must be agreed to in writing by both parties.

DocuSigned by:
Marcia Sheingold
Sales Signature: _____
Sales Person: Marcia Sheingold
Title: Director of Sales
Date: 1/25/2016
2/24/2016

DocuSigned by:
Anna L. Ldsat
Client Signature: _____
Client Name: Anna Ldsat
Title: Chief Clerk
Date: 2/19/2016

**WE LOOK FORWARD TO SERVING YOU!
THE MENGER HOTEL**

*"Where Tradition Is Our Signature and
Quality is Always Authentic"*

^{DS} STH OGC ^{DS} JG

DGC ^{DS} JG

GC ^{DS} MU