

Agreement between Hines Georgetown Hotel, LLC as Owner of Sheraton Georgetown Hotel & Conference Center By: Sheraton License Operating Company, LLC, a Delaware limited liability company, Its Operator and Williamson County Attorney Office

Customer
Williamson County Attorney Office

Judge Dan Gattis

710 S. Main Street, Ste. 101
Georgetown, TX 78626
United States
Phone: 5129431111
Fax :
Email : slloyd@wilco.org

Property
Sheraton Austin Georgetown Hotel &
Conference Center
Kristin Sisk-mcallister

1101 Woodlawn Avenue
Georgetown, TX, 78628
United States
Phone: 7374442737
Fax : 7374442729
Email : kristin.sisk-mcallister@sheraton.com

RE: Wilco Attorney's Office March Meetings

This Agreement between Williamson County Attorney Office ("Customer") and Hines Georgetown Hotel, LLC d/b/a Sheraton Austin Georgetown Hotel & Conference Center ("Hotel") is effective as of the date it is signed by Hotel ("Agreement Date").

Event Dates: 21-Mar-2018 to 23-Mar-2018

Function Space/Schedule of Events:

This Agreement applies to the following events and function space:

Date	Function Description	Start - End Time	Function Space	Set Up	# PPL	Room Rental
Wed, 21-Mar-2018	Meeting	8:00AM- 5:00PM	TBD (guaranteed minimum of 800 sq. ft.)	Classroom Style	20	\$0.00
Wed, 21-Mar-2018	Lunch Buffet	12:00PM- 1:00PM	TBD (guaranteed minimum of 800 sq. ft.)	Flow Through	20	\$0.00
Wed, 21-Mar-2018	Break	3:00PM- 3:30PM	TBD (guaranteed minimum of 800 sq. ft.)	Flow Through	20	\$0.00
Thu, 22-Mar-2018	Meeting	8:00AM- 5:00PM	TBD (guaranteed minimum of 800 sq. ft.)	Classroom Style	20	\$0.00
Thu, 22-Mar-2018	Lunch Buffet	12:00PM- 1:00PM	TBD (guaranteed minimum of 800 sq. ft.)	Flow Through	20	\$0.00
Thu, 22-Mar-2018	Break	3:00PM- 3:30PM	TBD (guaranteed minimum of 800 sq. ft.)	Flow Through	20	\$0.00
Fri, 23-Mar-2018	Meeting	8:00AM- 12:00PM	TBD (guaranteed minimum of 800 sq. ft.)	Classroom Style	20	\$0.00
Fri, 23-Mar-2018	Break	10:00AM- 10:30AM	TBD (guaranteed minimum of 800 sq. ft.)	Flow Through	20	\$0.00
Total						\$0.00

Rates do not include applicable state and local taxes, currently 8.25 %.

Assignment of Function Space: Hotel will provide Customer with Function Space in accordance with the schedule of events, based on the contracted number of people attending the event. Hotel may make reasonable substitutes to Function Space by notifying Customer.

Banquet Event Orders: Hotel will provide Customer with Banquet Event Orders ("BEOs") that specify and confirm the specific details and terms and conditions for each event including, final menu selections, pricing, room set up and decor.

Food & Beverage: Due to licensing requirements and for quality control, all food and beverage served at Hotel must be supplied and prepared by Hotel. Menu prices will be confirmed on Banquet Event Orders (BEOs). A service charge, currently 23% of the total food and beverage revenue (plus all applicable taxes), will be added to all food and beverage charges. Included as part of the service charge is a gratuity (currently 16% of total food and beverage revenue) that is paid directly to food and beverage service staff. The remainder of the service charge is retained by Hotel to cover non-itemized costs of the event. No other fee or charge, including administrative fees, set up fees, labor fees, or bartender or food station fees, is a tip, gratuity, or service charge

for any employee.

Minimum Revenue: This Agreement will generate revenue for Hotel from a variety of sources, including guest rooms, food & beverage, and charges for ancillary services. The minimum revenue anticipated by Hotel under this Agreement (excluding taxes and other charges) is:

Minimum Food & Beverage Revenue (based on committed food & beverage minimum):	\$1786
Estimated Other Revenue:	\$
Total Minimum Revenue:	\$1786

Attrition: If Customer does not fulfill its Minimum Food & Beverage Revenue commitment, it will pay the difference between its Minimum Food & Beverage Revenue commitment and its actual food & beverage revenue (plus all applicable taxes.)

Cancellation: If Customer cancels this Agreement, Customer will provide written notice to Hotel, accompanied (except in the case of a Force Majeure) by payment of the amounts indicated below:

From the Agreement Date to 91 days prior to 21-Mar-2018 :	50% of Total Minimum Revenue = \$893
From 90 days to 31 days prior to 21-Mar-2018:	75% of Total Minimum Revenue = \$1340
From 30 days or less prior to 21-Mar-2018:	90% of Total Minimum Revenue = \$1607

The parties agree that the amounts included in this Cancellation clause are reasonable estimates of the losses that would be incurred by Hotel and factor in Hotel's ability to mitigate its losses through resale.

Payment Options: Payment will be made as indicated below. *Please check applicable option.*

	Customer Pays	Guest Pays
Guest rooms (including taxes and automatic or mandatory charges):		x
Event Food & Beverage (including taxes, service charges, and administrative charges):	x	
Incidental charges:		x

Master Account: Hotel will set up a "Master Account" for Customer for payment of charges under this Agreement. Customer must review all charges billed to the Master Account to ensure accurate billing.

Deposit Schedule: Customer will pay deposits to Hotel as follows:

Type	Due Date	Amount
1st Deposit	9-Feb-2018	\$2378.01
Final Deposit	19-Mar-2018	Remaining balance

Payment: Customer will pay the estimated amount of the Master Account as shown on the deposit schedule. Customer will advise hotel of its expected method of payment of the Master Account at least 30 days in advance of 21-Mar-2018. If Customer will pay using a credit card honored by Hotel, a valid credit card must be provided to Hotel no later than 21-Mar-2018, and all Master Account charges will be charged to such credit card at departure. Any amounts not paid at departure will accrue interest at 1 ½ % per month from the date of departure. Customer must notify Hotel of any disputes within 5 business days of Customer's receipt of invoice from Hotel or disputes will be considered waived. If Hotel determines after establishing a deposit schedule that Customer's credit status has changed negatively, Hotel may require payment of all estimated Master Account charges no later than 14 days before 21-Mar-2018.

Concessions: Hotel will provide the following concessions if the Minimum Food & Beverage Revenue is received:

- Complimentary linenless tables & chairs
- Complimentary clutter free station to include pads, pens, candy and water
- Complimentary signage directing attendees to event space
- Complimentary parking for all attendees
- Dedicated events specialist to be at your service throughout the planning process

Use of Event and Function Space: To protect the safety and security of all Hotel guests and property, Customer will obtain Hotel's advance written approval before using items in event and function space that could create noise, noxious odors or hazardous effects (e.g., loud music, smoke or fog machines, dry ice, confetti cannons, candles, or incense) and before engaging in any activities outside of the reserved function rooms (e.g., registration table). Customer will obtain any required Fire Marshall or other safety approvals, and will pay any expenses incurred by Hotel as a result of such activity, such as resetting smoke or fire alarms or unusual clean-up costs.

Security: Hotel does not provide security in the event and function space and all personal property left in the event or function space is at the sole risk of the owner. Customer will advise its attendees that they are responsible for safekeeping of their personal property. Hotel may reasonably require Customer to retain security personnel in order to safeguard guests or property in Hotel. Security personnel are not authorized to carry firearms without advance Hotel approval.

Ancillary Services: Hotel may provide, or contract with third parties to provide, ancillary services (e.g., A/V, drayage, florists, exhibitors) to Customer for additional charges. Except with respect to certain services (e.g., rigging services), Customer may use its own vendors for such services provided that Customer's proposed vendors meet minimum standards established by Hotel, including insurance and indemnification requirements. With respect to audiovisual services, Customer will inform Hotel of its decision to bring its own vendor at least 60 days prior to 21-Mar-2018, and will sign, and have its audiovisual vendor sign, an acknowledgement of Hotel's Audiovisual Service Standards at least 45 days prior to 21-Mar-2018.

Rigging Services: If Customer requires rigging services, rigging equipment or the use of rigging points, it will be required to use the Hotel's exclusive rigging services provider.

Shipping and Storage: Hotel does not have storage space for crates, pallets or large shipments. Any materials to be sent to Hotel may arrive no earlier than 3 days prior to 21-Mar-2018. A handling and storage fee of \$5 per box will be assessed. Hotel will not be responsible for any loss or damage to materials set to Hotel prior to 21-Mar-2018.

Disclosure: Customer will be responsible for determining to whom it needs to disclose any terms of this Agreement, including any commission or rebate that it may receive. Customer will disclose to all Customer attendees the type and amount of all automatic and mandatory charges that will be charged to them by Hotel.

Laws and Policies: Each party will comply with all applicable federal, state and local laws (including the Americans with Disabilities Act) and Hotel rules and policies. Customer will be responsible for providing its disabled members with auxiliary aids in connection with any Customer events or activities. Upon Customer's reasonable request, Hotel will cooperate with Customer to provide services on behalf of Customer's disabled attendees.

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 a \$200 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.

Privacy: Customer will obtain all necessary rights and permissions prior to providing any personally identifiable information ("PII") to Hotel, including all rights and permissions required for Hotel, Starwood Hotels & Resorts Worldwide, Inc. ("Starwood"), Starwood affiliates, and service providers to use and transfer the PII to locations both within and outside the point of collection (including the United States) in accordance with Starwood's privacy statement (www.starwoodhotels.com/corporate/privacy_policy.html) and applicable law.

Confidential Information: Customer and Hotel will each take reasonable steps to keep all confidential information provided by the other party confidential and to identify information as confidential when shared. Confidential information will not include: (1) information that is publicly available; (2) PII, which will be handled by the parties in accordance with the "Privacy" provision above; or (3) information that is left or discarded in event rooms, public space or guest rooms.

Insurance: Each party will maintain insurance sufficient to cover any claims or liabilities which may reasonably arise out of or relate to its obligations under this Agreement and will provide evidence of such insurance upon request.

Indemnification: To the extent allowed by Texas law, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims resulting from its breach of this Agreement or the negligence, gross negligence or intentional misconduct of such party or its officers, directors, employees, agents, contractors, members, or participants. Neither party will be liable for punitive damages.

Dispute Resolution: The parties will resolve any claim or dispute arising out of or relating to this Agreement through binding arbitration before one arbitrator conducted under the rules of the American Arbitration Association or JAMS in the state and city in which Hotel is located. The law of the state in which Hotel is located will be the governing law. The arbitration award will be

enforceable in any state or federal court. In any arbitration or litigation arising out of or relating to this Agreement or the enforcement of any arbitration award, the prevailing party will recover attorneys' fees and costs including expert witness and arbitration fees and pre- and post-judgment interest. Each party will be responsible for attorneys' fees and interest associated with the other party's efforts to collect monies owed under this Agreement.

Force Majeure: If acts of God or government authorities, natural disasters, or other emergencies beyond a party's reasonable control make it illegal or impossible for such party to perform its obligations under this Agreement, such party may terminate this Agreement upon written notice to the other party without liability.

Notice: Any notice required or permitted by the terms of this Agreement must be in writing.

Assignment: Customer may not assign or delegate its rights or duties under this Agreement without Hotel's prior approval.

Severability: If any provision of this Agreement is held to be invalid or unenforceable that provision will be eliminated or limited to the minimum extent possible, and the remainder of the Agreement will have full force and effect.

Waiver: If either party agrees to waive its right to enforce any term of this Agreement, it does not waive its right to enforce any other terms of this Agreement.

This Agreement constitutes the entire agreement between the parties, supersedes all other written and oral agreements between the parties concerning its subject matter, and may not be amended except by a writing signed by Hotel and Customer.


ACCEPTED AND AGREED TO:

Williamson County Attorney Office
(Name of Association/Company)

By 
Judge Dan Gattis

Date 02-08-2018

Hines Georgetown Hotel, LLC as owner of Sheraton
Georgetown Hotel & Conference Center By: Sheraton
License Operating Company, LLC a Delaware Limited
Liability Company, It's operator, as owner of Sheraton Austin
Georgetown Hotel & Conference Center

By 
Kristin Sisk McAllister
Catering Sales Manager

Date 2-1-18

By 
Jennifer Hart
Director of Catering Sales & Management

Date 2/1/18

SPG PRO PROVISIONS

Award of Benefits: Certain benefits awarded through the Starwood Preferred Guest program ("SPG"), including Starpoints and eligible nights (collectively, "Benefits"), are available for business contracted through the sales and catering departments of participating Starwood hotels. Group acknowledges that such Benefits have been offered in connection with this Agreement, and Group consents to the awarding of Benefits to the individual(s) listed below (each a "Group Recipient"). Once Group has departed the Hotel's facilities and full payment is received by Hotel, Benefits will be awarded to the Group Recipients in accordance with the SPG terms and conditions http://www.starwoodhotels.com/preferredquest/legal/spg_terms.html (the "SPG T&Cs").

Member Name	Starwood Preferred Guest Membership Number
1.	
2.	
3.	

Each Group Recipient will earn (a) an amount of Starpoints based on (i) his or her status in SPG and (ii) the total amount of eligible event charges that are paid for the Event ("Event Charges") divided by the number of Group Recipients and (b) an amount of eligible nights based on the total number of guest rooms paid for under this Agreement ("Paid Rooms") divided by the number of Group Recipients, in each case, subject to the SPG T&Cs.