



## CATERING SALES AGREEMENT

### DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between Sheraton Austin Georgetown Hotel & Conference Center, 1101 Woodlawn Avenue, Georgetown, TX, 78628, (737) 444-2700 and Williamson County Strategic Plan Retreat.

ORGANIZATION: Williamson County Strategic Plan Retreat  
CONTACT:

Name: Rachel Arnold / Judge Bill Gravel  
Street Address: 100 Wilco Way STE CO 201  
City, State, Postal Code: Georgetown, TX 78626  
Country/Region: USA  
Phone Number: (512) 943-3370  
E-mail Address: rarnold@wilco.org

NAME OF EVENT: Williamson County Strategic Plan Retreat Jan2023  
REFERENCE #: M-ORSL0G3  
OFFICIAL PROGRAM DATES: Wednesday, 01/25/2023

### FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by Williamson County Strategic Plan Retreat, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

Date	Day	Start Time	End Time	Function Type	Setup	# People	Related Events
01/25/2023	Wed	7:30 AM	6:00 PM	Meeting	Crescent Rounds	60	San Gabriel ABC 9:00 AM - Breakfast 1:00 PM - Lunch 3:00 PM - Coffee Break
01/25/2023	Wed	9:00 AM	5:00 PM	Breakout	Rounds of 10	20	San Gabriel D
01/25/2023	Wed	9:00 AM	6:00 PM	Breakout	Rounds of 10	30	Pre-Assembly 1

All meeting rooms, food and beverage, and related services are subject to applicable taxes (currently 8.25%) and service charge (currently 25%) in effect on the date(s) of the Event. The Hotel reserves the right to adjust function space in direct proportion to any changes in the number of attendees.

### CONCESSIONS

- Wilco to use 1 of their 3 waived room rental credits

### NO ROOM TRANSFER BY GUEST

Williamson County Strategic Plan Retreat agrees that neither Williamson County Strategic Plan Retreat nor attendees of the Event nor any intermediary shall be permitted to assign any rights or obligations under this Group Sales Agreement, or to resell or otherwise transfer to persons not associated with Williamson County Strategic Plan Retreat reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

### METHOD OF PAYMENT

The method of payment of the Master Account will be established upon approval of Williamson County Strategic Plan Retreat's credit. If credit is approved, the outstanding balance of Williamson County Strategic Plan Retreat Master Account (less any advance deposits and exclusive of disputed charges) will be due and payable upon receipt of invoice.

Williamson County Strategic Plan Retreat will raise any disputed charge(s) within 10 days after receipt of the invoice. The Hotel will work with Williamson County Strategic Plan Retreat in resolving any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute. If payment of any invoice is not received within thirty (30) days of the date on which it was due, Hotel will impose a finance charge at the rate of the lesser of 1-1/2% per month (18% annual rate) or the maximum allowed by law on the unpaid balance commencing on the invoice date.

Williamson County Strategic Plan Retreat has indicated that it has elected to use the following form of payment:

- ☐ Cash, money order, or other guaranteed form of payment
- ☐ Credit card (We accept all major credit cards)
- ☐ Company check or Electronic Funds Transfer
- ☐ \_\_\_\_\_[agreed alternative]

Williamson County Strategic Plan Retreat may not change this form of payment.

In the event that credit is not approved, Williamson County Strategic Plan Retreat agrees to pay an advance deposit in an amount to be determined by the Hotel in its reasonable discretion, with the full amount due prior to the start of the group's event.

#### **ADVANCE PAYMENT**

An advance payment of \$1,250.00 will be required in order to hold arrangements on a definite basis. This advance payment is due on December 6, 2022 and will be credited toward the Master Account.

#### **DAMAGE TO FUNCTION SPACE**

Williamson County Strategic Plan Retreat agrees to pay for any damage to the function space that occurs while Williamson County Strategic Plan Retreat is using it. Williamson County Strategic Plan Retreat will not be responsible, however, for ordinary wear and tear or for damage that it can show was caused by persons other than Williamson County Strategic Plan Retreat and its attendees.

#### **FACILITY FEES**

Based on Williamson County Strategic Plan Retreat's requirements, Hotel's function space fees would be \$250.00. Based upon the Room Night Commitment and the functions identified on the Function Information Agenda/Event Agenda outlined in this Agreement, the Hotel will waive these fees.

#### **MINIMUM BANQUET FOOD AND BEVERAGE REVENUE REQUIREMENT – F&B Events Only**

Williamson County Strategic Plan Retreat agrees to a minimum banquet food and beverage revenue of **\$2,500.00**, exclusive of tax and service charge (the "Minimum Banquet Food and Beverage Revenue"). If the actual banquet food and beverage revenue is less than the Minimum Banquet Food and Beverage Revenue, fifty percent (50%) of the difference will be posted to the Master Account. Hotel will confirm the food and beverage prices 30 days prior to Williamson County Strategic Plan Retreat's arrival date. Williamson County Strategic Plan Retreat shall provide Hotel with no less than 72 hours prior to the first scheduled function] advance notice of the date(s), time(s), and number of covers with respect to each function it wishes to schedule for the Event.

#### **OUTSIDE FOOD AND BEVERAGE POLICY**

All food and beverages served at functions associated with the Event must be provided, prepared, and served by Hotel, and must be consumed on Hotel premises.

#### **CANCELLATION – Food and Beverage Only Events**

Williamson County Strategic Plan Retreat agrees that it will provide a Minimum Banquet Food and Beverage Revenue of \$2,500.00 (exclusive of applicable service charges and taxes) for the Event.

Date of Cancellation	Amount of Liquidated Damages Due
Agreement Date	\$625 (25% of Estimated Minimum Revenue and/or Rooms)
89-60 days prior	\$1,250 (50% of Estimated Minimum Revenue and/or Rooms)
59 - 30 days prior	\$1,875 (75% of Estimated Minimum Revenue and/or Rooms)
29 days to Event Day	\$2,500 (100% of Estimated Minimum Revenue and/or Rooms)

#### **IMPOSSIBILITY**

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible for the Hotel to provide, or for groups in general to use, the Hotel facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical - but in no event longer than ten (10) days - after learning of such basis.

#### **COMPLIANCE WITH LAW**

This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and Williamson County Strategic Plan Retreat agree to cooperate with each other to ensure compliance with such laws.

## **CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT**

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or Williamson County Strategic Plan Retreat will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

## **LITIGATION EXPENSES**

The parties agree that, in the event litigation relating to this Agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorneys' fees.

## **LIQUOR LICENSE**

Williamson County Strategic Plan Retreat understands that Hotel's liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are underage.

## **COMPLIANCE WITH EQUAL OPPORTUNITY LAWS**

This section describes Marriott's obligations as a U.S. federal contractor. It does not apply to customers that are not part of the U.S. federal government or using funds from the U.S. federal government for this contract.

Marriott shall comply with all applicable laws, statutes, rules, ordinances, codes, orders and regulations of all federal, state, local and other governmental and regulatory authorities and of all insurance bodies applicable to the Hotel premises in performing its obligations under this Agreement.

Marriott (referred to as "contractor" in this section) shall comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act, as amended, which are administered by the United States Department of Labor ("DOL"), Office of Federal Contract Compliance Programs ("OFCCP"). The equal employment opportunity clauses of the implementing regulations, including but not limited to 41 C.F.R. §§ 60.1-4, 60-300.5(a), and 60-741.5(a), are hereby incorporated by reference, with all relevant rules, regulations and orders pertaining thereto. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

Marriott also shall comply with Executive Order 13496 and with all relevant rules, regulations and orders pertaining thereto, to the extent applicable. The employee notice clause and all other provisions of 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference.

To the extent applicable, Marriott shall include the provisions of this section in every subcontract or purchase order so that such provisions shall be binding upon each contractor, subcontractor or vendor performing services or providing materials relating to this Agreement and the services provided pursuant to the terms hereof.

## **PRIVACY**

Marriott International, Inc. ("Marriott") is committed to complying with obligations applicable to Marriott under applicable privacy and data protection laws, including to the extent applicable EU data protection laws. Hotel shall comply with the then-current Marriott Group Global Privacy Statement (the "Privacy Statement," currently available at <http://www.marriott.com/about/privacy.mi>) with respect to any personal data received under this Agreement.

Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration.

Williamson County Strategic Plan Retreat will obtain all necessary rights and permissions prior to providing any personal data to Hotel, including all rights and permissions required for Hotel, Hotel affiliates, and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Hotel's privacy statement and applicable law. Notwithstanding any other provision, Hotel may use an individual's own personal data to the extent directed by, consented to or requested by such individual.

### **IN-HOUSE EQUIPMENT**

Hotel will provide, at no charge, a reasonable amount of meeting equipment (for example, chairs, tables, chalkboards, etc.). These complimentary arrangements do not include special setups or extraordinary formats that would deplete Hotel's present in-house equipment to the point of requiring rental of an additional supply to accommodate Williamson County Strategic Plan Retreat's needs. If such special setups or extraordinary formats are requested, Hotel will present Williamson County Strategic Plan Retreat two (2) alternatives: (1) charging Williamson County Strategic Plan Retreat the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost.

### **TECHNICAL SERVICES**

AV Media is Hotel's preferred provider for audio/visual needs. Because the use of another provider will necessarily involve the use of some of Hotel's and AV Media's equipment and expertise, a fee of \$1,000 will be charged if Williamson County Strategic Plan Retreat selects such a provider.

### **UNATTENDED ITEMS/ADDITIONAL SECURITY**

The Hotel cannot ensure the security of items left unattended in function rooms. Special arrangements may be made with the Hotel for securing a limited number of valuable items. If Williamson County Strategic Plan Retreat requires additional security with respect to such items or for any other reason, the Hotel will assist in making these arrangements. All security personnel to be utilized during the Event are subject to Hotel approval.

### **USE OF OUTSIDE VENDORS**

If Williamson County Strategic Plan Retreat wishes to hire outside vendors to provide any goods or services at Hotel during the Event, Williamson County Strategic Plan Retreat must notify Hotel of the specific goods or services to be provided and provide sufficient advance notice to the Hotel so that the Hotel can (i) determine, in Hotel's sole discretion, whether such vendor must provide Hotel, in form and amount reasonably satisfactory to Hotel, an indemnification agreement and proof of adequate insurance, and (ii) approve, using reasonable judgment, the selection of the outside vendor and the goods or services to be provided by such outside vendor to Williamson County Strategic Plan Retreat, taking into consideration: (a) whether Hotel offers such goods and services; (b) the risk level posed by certain activities; and (c) the safety and well-being of guests at Hotel.

### **PERFORMANCE LICENSES**

Williamson County Strategic Plan Retreat will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including without limitation, music, audio, or video recordings, art, etc.) that Williamson County Strategic Plan Retreat may use or request to be used at the Hotel.

### **MARRIOTT BONVOY EVENTS**

Marriott Bonvoy Events provides Points or Miles to eligible Marriott Bonvoy Members who book and hold qualifying meetings and events at Participating Properties.

Approximately ten (10) business days after the conclusion of the Event (provided that the Event is not cancelled and Williamson County Strategic Plan Retreat has otherwise complied with the material terms and conditions of this Agreement), the Hotel will award Points or Miles to the Member and relevant account identified below. By inserting the airline frequent flyer account information, the recipient elects to receive Miles instead of Points.

Marriott Bonvoy Events is not available in certain circumstances, including (1) for any government employee or official booking a government event (U.S. government event or non-U.S. government event); (2) for any employee of a state-owned or state-controlled entity ("SOE") booking an event on behalf of the SOE; or (3) for any other planner or intermediary when booking an event on behalf of a non-U.S. governmental entity or SOE. Hotels in the Asia Pacific region are restricted from awarding Points or Miles to any intermediary booking an event on behalf of any governmental entity or SOE.

#### **GROUP MUST CHECK ONE OPTION BELOW:**

- ☐ The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) is eligible to receive Points or Miles.

Member Name \_\_\_\_\_

Marriott Bonvoy Membership Number \_\_\_\_\_

\*If Miles are desired instead of Points, please also provide:

Participating airline name \_\_\_\_\_

Participating airline frequent flyer account number \_\_\_\_\_

OR

☐ The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) declines or is not eligible to receive Points or Miles and hereby waives the right to receive Points or Miles in connection with the Event.

The individual identified above to receive either Points or Miles may not be changed without such individual's prior written consent. The number of Points or Miles to be awarded shall be determined pursuant to the Marriott Bonvoy Terms and Conditions (the "Terms and Conditions"), as in effect at the time of award. All Marriott Bonvoy Terms and Conditions apply. The Terms and Conditions are available on-line at <https://www.marriott.com/loyalty/terms/default.mi> and may be changed at the sole discretion of Marriott International, Inc. at any time and without notice. Capitalized terms used in this section have the meanings given to them in the Terms and Conditions.

\*Electronic selection – This may be done in Microsoft Word by double-clicking on the above unfilled box, choosing a blackened box, and then clicking "Insert." Alternatively, one can use the commands "Insert" and "Symbol," choose the blackened box, and then click "Insert."

#### **HIGH RISK ACTIVITIES**

Hotel has committed to providing the room nights and function space, as applicable, set forth in this Agreement based on information about the event that Williamson County Strategic Plan Retreat has given to the Hotel. Williamson County Strategic Plan Retreat agrees that it has presented all material information required in order for Hotel to provide the rooms and facilities set forth in this Agreement. Should Hotel, in its sole reasonable discretion, determine at any time that the Event will include a high-risk activity that was previously undisclosed to the Hotel (including by way of example, and not by limitation, biological agents, pyrotechnics, etc.), Hotel may terminate this Agreement immediately and without liability, upon written notice to Williamson County Strategic Plan Retreat.

#### **ACCEPTANCE**

When presented by the Hotel to Williamson County Strategic Plan Retreat, this document is an invitation by the Hotel to Williamson County Strategic Plan Retreat to make an offer. Upon signature by Williamson County Strategic Plan Retreat, this document will be an offer by Williamson County Strategic Plan Retreat. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies Williamson County Strategic Plan Retreat at any time prior to Williamson County Strategic Plan Retreat's execution of this document, the outlined format and dates will be held by the Hotel for Williamson County Strategic Plan Retreat on a first-option basis until December 6, 2022. If Williamson County Strategic Plan Retreat cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at the Hotel's option, the arrangements will be released, in which case neither party will have any further obligations.

Upon signature by both parties, Williamson County Strategic Plan Retreat and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

#### **SIGNATURES**

Approved and authorized by Williamson County Strategic Plan Retreat:

Name: (Print) Cynthia Long  
Title: (Print) Presiding Officer  
Signature: Cynthia Long  
Date: 12-6-2022

Approved and authorized by Hotel:

Name: (Print) Alyssa Bahr  
Title: (Print) Catering Sales Executive  
Signature: Alyssa Bahr  
Date: 12/7/22