



HOTEL USE AGREEMENT
Between
TEXAS A&M UNIVERSITY – SAN ANTONIO
And
HOLIDAY INN EXPRESS & SUITES BROOKS CITY BASE

This Contract for Services (“Contract”) is entered into this **August 4, 2021** by **Texas A&M University – San Antonio** (“A&M-SA”), a member of The Texas A&M University System and an agency of the State of Texas, having its principal place of business at One University Way, San Antonio, TX 78224 and **Holiday Inn Express & Suites Brooks City Base** (“Hotel”), having its principal place of business at 8222 City Base Landing, San Antonio, Texas 78235.

WITNESSETH that Hotel and A&M-SA, in consideration of the mutual covenants, promises, and agreements herein contained, agree as follows:

1. Scope of Use and Cancellation

1.1 **Rooms and Rates.** As more particularly described in Attachment A, which is attached hereto and incorporated by reference, Hotel agrees to provide A&M-SA with: **(a) 10-2 double bed room at a rate of no less than \$75.00 and no greater than \$75.00 per room, per night; and (b) 1 single room(s) at a rate of no less than \$75.00 and no greater than \$75.00 per room, per night and an additional 10- 2 double bed room at a rate of no less than \$85.00 and no greater than \$85.00 per room, (each the “Per Diem Rate”).** By **August 13, 2021**, A&M-SA will provide Hotel with the exact number of double and single rooms initially needed during the term of this Agreement. Any change to the number of double and/or single rooms and the exact Per Diem Rate (between **\$75-\$85/night**) as described in Appendix A must be agreed to by the parties in writing at that time.

1.2 **Cancellation.** A&M-SA may vacate and reduce (in whole or in part) the number of rooms under this Contract at any time by giving 2-weeks’ written notice to Hotel. Hotel will bill A&M-SA, and A&M-SA will only be required to pay, the Per Diem Rate for the rooms A&M-SA has committed to in writing (minus the number of rooms cancelled in writing, if any, as provided herein). Holiday Inn Express & Suites Brooks City Base reserves the right to cancel the terms of this agreement at any time pending confirmed complaints regarding A&M-SA’s guests.

1.3 **Standard Amenities.** Hotel shall offer each of the A&M-SA room occupants all of the standard amenities as more particularly described in Appendix A.

1.4 **Damage, Condemnation, or Destruction of Premises.** In the event of damage, condemnation, or destruction to the premises, such incidents must be reported by Hotel to either of the following A&M-SA Student Housing representatives listed below, for determination of remedies and obligations resulting from such incident(s) and all damages incurred by students residing at the Hotel as a result of this Contract.

Richard Delgado Jr.
Texas A&M University-San Antonio
Executive Director, Military Affairs & Strategic Initiatives
Richard.Delgado@tamusa.edu
210-784-1175

Mari Fuentes-Martin
Vice President for Student Success and Engagement
mfuentes@tamusa.edu
210-784-1527

2. Term of the Contract

2.1 **Duration.** The initial term of this Contract shall commence on August 14, 2021 and terminate on December 11, 2021. A&M-SA is granted an option to renew this Contract for a renewal term beginning on January 7, 2022, and terminating on May 10, 2022, which can be exercised by A&M-SA giving Hotel written notice by December 17, 2021 of its intent to renew this Contract and the initial number of rooms needed. Holiday Inn Express & Suites Brooks City Base has the right to renew or decline the extension or offering of a new agreement. Offered rates for this agreement are not guaranteed for future dates.

3. Compensation and Method of Payment

3.1 **Payment.** A&M-SA shall pay Hotel according to the following schedule of payments:

(a) First payment will be due on August 14, 2021 (prorated, less the amount of the initial deposit). The remaining monthly payments will be due on the first day of each month beginning on September 1, 2021 through December 11, 2021 (December will be at a prorated cost).

(b) Payments will be made by check or credit card.

3.2 **Invoicing.** Hotel shall submit invoices to A&M-SA at the following address:

Texas A&M University-San Antonio
Attention: Richard Delgado Jr., Executive Director, Military Affairs & Strategic Initiatives
One University Way
San Antonio, Texas 78224

3.3 **Payment Procedures.** A&M-SA shall submit payments to the Hotel in accordance with the Texas Prompt Payment Act (Texas Government Code Chapter 2251) at the following address:

Holiday Inn Express & Suites Brooks City Base
8222 City Base Landing
San Antonio, TX 78235
Jessica Navarro salescoordinator@qpmhotels.com

3.4 **Maximum Amount.** The total of all payments made against this Contract by A&M-SA shall not exceed **\$201,150.00**.

3.5 **Tax Exempt Status.** As an agency of the State of Texas, A&M-SA is tax exempt. Tax exemption certification will be furnished upon request.

4. Liability and Insurance

4.1 **Insurance.** The liability of A&M-SA for personal injury and property damage is controlled by the Texas Tort Claims Act, Texas Civil Practice and Remedies Code, Chapter 101, Section 101.021. The limits of liability are \$250,000 for each person; \$500,000 for each single occurrence for bodily injury or death; and \$100,000 for each single occurrence for injury to or destruction of property. Following this limited exposure, A&M-SA is protected by the doctrine of sovereign immunity, and as such, is self-insured up to the aforementioned limits.

4.2 **Limited Waiver of Sovereign Immunity.** The following language defines instances when sovereign immunity may be waived. A governmental unit in the state is liable for:

(a) Property damage, personal injury, and death proximately caused by the wrongful act or omission or the negligence of an employee acting within his scope of employment if:

(i) the property damage, personal injury, or death arises from the operation or use of a motor-driven vehicle or motor-driven equipment; and

(ii) the employee would be personally liable to the claimant according to Texas law.

(b) Personal injury and death so caused by a condition or use of tangible personal or real property if the governmental unit would, were it a private person, be liable to the claimant according to Texas law.

5. Public Information

5.1 **Requirement.** Hotel acknowledges that A&M-SA is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Contract, as well as any other disclosure of information required by applicable Texas law.

5.2 **Providing Specified Public Information.** Upon A&M-SA's written request, Hotel must provide to A&M-SA specified public information exchanged or created under this Contract that is not otherwise excepted from disclosure under chapter 552, Texas Government Code, in a non-proprietary format acceptable to A&M-SA. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which A&M-SA has a right of access.

5.3 **Posting of Contract.** Hotel acknowledges that A&M-SA may be required to post a copy of the fully executed Contract on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.

5.4 **Additional Requirements.** The requirements of Subchapter J, Chapter 552, Texas Government Code, Additional Provisions Related to Contracting Information, may apply to this Contract and Hotel agrees that the Contract can be terminated if Hotel knowingly or intentionally fails to comply with a requirement of that subchapter.

5.5 **Records Retention.** A&M-SA will preserve all contracting information, as defined under Texas Government Code, §552.003 (7), related to the Contract for the duration of the Contract and for seven years after the conclusion of the Contract.

6. Dispute Resolution

6.1 **Process and Procedures.** The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by A&M-SA and Hotel to attempt to resolve any claim for breach of contract made by A&M-SA that cannot be resolved in the ordinary course of business. Hotel shall submit written notice of a claim of breach of contract under Chapter 2260 to A&M-SA Contracts Administration or authorized designee of A&M-SA, who shall examine Hotel's claim and any counterclaim and negotiate with Hotel in an effort to resolve the claim.

7. Notices and Communications

7.1 **Points of Contact.** Any notices required or permitted under this Contract will be deemed received: (a) three business days after it is sent by certified or registered mail, return receipt requested; (b) the next business day after it is sent by overnight carrier; (c) on the date sent by email transmission, if sent during the recipient's normal business hours and if not, on the next business day; or (d) on the date of delivery if delivered personally, in each case, addressed to the intended recipient at the address below or such other address as the intended recipient may specify in writing:

Hotel:
Attn: Jessica Navarro
Sales Coordinator
8222 City Base Landing
San Antonio, Texas 78235
Email: salescoordinator@qpmhotels.com

A&M-SA:
Attn: Richard Delgado
Executive Director of Military Affairs &
Strategic Initiatives
One University Way
San Antonio, Texas 78224
Email: Richard.Delgado@tamusa.edu

8. Mandatory State Agency Certifications and Provisions

8.1 **Franchise Tax Certification.** Hotel certifies that Hotel is not delinquent in the payment of Hotel's Texas Franchise Tax, if applicable.

8.2 **Eligibility Certification.** Under Section 2155.004, Texas Government Code, Hotel certifies that Hotel is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

8.3 **Debts or Delinquencies.** Pursuant to Section 2252.903, Texas Government Code, Hotel agrees that any payments owing to Hotel under this Contract may be applied directly toward certain debts or delinquencies that Hotel owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

8.4 **Child Support Certification.** Under Section 231.006, Texas Family Code, Hotel certifies that the individual or business entity named in this Contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

8.5 **Prohibitions on Contracts with Companies Boycotting Israel.** To the extent that Texas Government Code, Chapter 2271 applies to this Contract, Hotel certifies it does not and will not, during the performance of this Contract, boycott Israel. Hotel acknowledges this Contract may be terminated if this certification is inaccurate.

8.6 **Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Hotel certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Hotel acknowledges this Contract may be terminated if this certification is inaccurate.

8.7 **Prohibition on Contracts Related to Persons Involved in Human Trafficking.** Under Section 2155.0061, Government Code, Hotel certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

9. General Provisions

9.1 **No Assignment.** This Contract is not assignable without express written agreement of A&M-SA and Hotel. Any attempt to assign this Contract by either party without such written mutual agreement shall be void.

9.2 **Force Majeure.** Neither party will be in breach of its obligations under this Contract or incur any liability to the other party for any losses or damages of any nature whatsoever incurred or suffered by that other party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure event (as defined below), except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure event had not occurred. "Force Majeure event" is defined as: (a) acts of God; (b) war; (c) act(s) of terrorism; (d) fires; (e) explosions; (f) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; (g) failure of transportation; (h) strike(s); (i) loss or shortage of transportation facilities; (j) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); (k) interruptions by government or court orders (both federal and state); (l) present and future orders of any regulatory body having proper jurisdiction; (m) civil disturbances, to include without limitation, riots, rebellions, and insurrections; (n) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and (p) any other cause not enumerated in this provision, but which is beyond the reasonable control of the party whose performance is affected and which by the exercise of all reasonable due diligence, such party is unable to overcome. Such excuse

from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform its obligation(s). Written notice of a party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). For the avoidance of doubt, the COVID-19 pandemic and any governmental changes or closures related thereto shall be deemed Force Majeure events, even to the extent reasonably foreseeable by either party as of the effective date of this Contract.

9.3 **Governing Law and Venue.** The validity of this Contract and all matters pertaining to this Contract, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas (but not the conflicts of law principles of Texas laws that might direct the use of the laws of another jurisdiction) govern all matters arising out of or relating to this Contract and all of the transactions it contemplates.. This Contract is performable in Bexar County, Texas. Pursuant to Section 85.18, Texas Education Code, venue for any suit filed against A&M-SA shall be in the county in which the primary office of the chief executive officer of A&M-SA is located. At the execution of this Contract, such county is Bexar County, Texas.

9.4 **Severability.** Each provision of this Contract is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this Contract remain valid, legal, and enforceable.

9.5 **Sovereign Immunity and Limitations.** Hotel acknowledges that A&M-SA is an agency of the State of Texas and nothing in this Agreement waives or relinquishes A&M-SA's right to claim any exemptions, privileges, or immunities as may be provided by law.

9.6 **Compliance with Laws.** Each party shall comply with all federal, state, and local laws, ordinances and regulations in relation to this Contract.

9.7 **No Conflicts of Interests.** Hotel and each person signing on its behalf and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of A&M-SA, nor any employee or person whose salary is payable in whole or in part by A&M-SA, has direct or indirect financial interest in the award of this Contract, or in the services to which this Contract relates, or in any of the profits, real or potential, thereof.

9.8 **No Use of Names.** Hotel must not use the name or any adaptation of the name of A&M-SA or any of A&M-SA's employees in any way except in factual statements that, in context, are not misleading nor imply, directly or indirectly, an endorsement of Hotel by A&M-SA or its employees.

9.9 **Independent Contractors.** This Contract is not intended to create a partnership, joint venture, or employment relationship between the parties. Neither party may bind the other or otherwise act in any way as the representative of the other, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. This Contract is not intended to make employees of either party into employees of the other; nor is it intended to make the employees of either party entitled or eligible to participate in any benefits or privileges given or extended by the other party to its employees.

10. A&M-SA Police Department Regulations for Off Campus Housing.


- a) A&M-SA PD shall be allowed access to any security recordings from the hotel in reference to criminal activity and student conduct.
- b) In addition to any report made with local law enforcement, the hotel will provide notification to A&M-SA PD of any death, sexual assault, burglary, robbery, aggravated assault, theft of a motor vehicle, domestic/dating violence, stalking, arson or hate crime occurring on their property, so that it may be assessed by A&M-SA for: timely warning requirements and inclusion in our institution crime statistics.
- c) In addition to any report made with local law enforcement, the hotel will provide notification to A&M-SA PD of any known violations liquor laws, drug laws, and weapons laws involving an A&M-SA student on hotel property, so that it may be assessed by A&M-SA for inclusion in our institution crime statistics.
- d) Notice to the hotels a Timely Warning (Clery Reportable Crimes)/Crime Alerts (crimes occurring at the hotel, but not in areas used by students) and/or Emergency Notifications will be sent out if incidents occur or could be imminent to their location.
- e) If bus drivers are being hired to solely to provide secure transportation for our students, they also must complete either online training or in-person training as a Campus Security Authority (CSA) each academic year serving in this capacity.


11. Entire Agreement. This Contract constitutes the entire understanding of the parties as to its subject matter and supersedes all other written and oral agreements and understandings between the parties as to the subject matter described herein. The parties may execute other contracts, but those will not change or alter this Contract unless expressly stated in writing. Each party hereby objects to any different or additional terms on any purchase order, invoice, acknowledgement, or other form. This Contract may not be amended or otherwise altered except by mutual agreement in writing signed by the Hotel and A&M-SA.

In WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby on the dates indicated below:

**HOLLIDAY INN EXPRESS &
SUITES BROOKS CITY BASE**

**TEXAS A&M UNIVERSITY-SAN
ANTONIO**

By: 
Name: TJ Devoe
Title: COO
Dated: 8/11/2021

By: 
Name: Kathryn Funk-Baxter
Title: Vice President Business Affairs
Dated: 08-11-21

**Attachment A
Scope of Work**

Texas A&M San Antonio Fall 2021 Alternative Housing Plan

- Purpose:** Alternative housing for approximately 200 students who need housing for fall 2021 and spring 2022.
- Dates:** Move in Saturday, August 14, 2021. Move out date will be Saturday, December 11, 2021. Based on demand, there may be a continuation beginning January 7, 2022, for the spring semester.
- Housing:**
- (a) 10 - 2 double bed rooms at a rate of no less than \$75.00 and no greater than \$75.00 per room, per night;
 - (b) 10 - 2 double bed rooms at a rate of no less than \$85.00 and no greater than \$75.00 per room, per night;
 - (c) 1 single room at a rate for RA at no less than \$75 and no greater than \$75 per room, per night; RA will require direct contact information prior to group's arrival.
 - (d) Holiday Inn Express & Suites Brooks City Base is a non-smoking property. There will be a charge of \$250 to anyone that smokes within the hotel. Smoking areas are outside around public entrance;
 - (e) Guest can check out earlier than December 11, 2021 with a 3 week notice and shall remain at 80% of total rooms at all times.
- Students:** Students must adhere to A&M-SA Code of Conduct requirements while on Hotel premises. Resident Advisors are assigned to supervise and support resident students.

Arrival/Move In:	August 14, 2021	Departure/Move Out:	December 11, 2021
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Room Type	Pre-Tax Rate	Number of Rooms	Comments
Standard Double: Students (separate beds)	\$75.00	10	
Standard Double: Students (separate beds)	\$85.00	10	
Standard Single: (Resident Advisors)	\$75.00	1	Rate for RA is same as group rate at \$75.00

Additional Amenities and Services Provided:

1. Complimentary Breakfast: For the term of this Contract, "A Breakfast Buffet Layout is served on weekdays between the hours of 6:30 a.m. till 9:30 a.m. and weekends from 7:00 a.m. till 10 a.m."
2. Complimentary cable and high-speed wireless Internet access in lobby and all guestrooms. For the term of this Contract, access provided 24-hours per day, weekdays and weekend days.
3. Complimentary parking in areas adjacent to Hotel property, 24 hours per day, all days of the week for the term of the Contract.
4. Housekeeping services: Will provide a full clean service on weekly basis, every Friday, (rooms will be cleaned and all linen will be replenished).
5. Students are welcome to leave trash, exchange dirty linens and towels with housekeeping in the mornings.