

**CONTRACT
FOR
MEETING SPACE AND HOTEL ACCOMMODATIONS
BETWEEN
TEXAS DEPARTMENT OF INSURANCE
AND
HILTON AUSTIN AIRPORT**

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TEXAS DEPT. OF INSURANCE
SERVICE CENTER

The Texas Department of Insurance (hereinafter referred to as "TDI" or "Client"), a state agency located at 333 Guadalupe St., Austin, Texas 78701 and Hilton Austin Airport (hereinafter referred to as "Contractor" or "Hotel"), located at 9515 Hotel Drive, Austin Texas 78719 enter into a contract (hereinafter referred to as the "Contract") for Meeting Space, Hotel Accommodations, Audio-Visual Equipment and Catering Services (hereinafter referred to as "Services") pursuant to TEX. GOV'T CODE Chapters 2155 and/or 2156, as applicable.

I. CONTRACTED SERVICES/CONTRACT DOCUMENTS

1.01. SERVICE REQUIREMENTS. (a.) Contractor shall provide Services for the Texas Department of Insurance, Division of Workers' Compensation (TDI-DWC) Designated Doctor and Maximum Medical Improvement and Impairment Rating Certification Course (hereinafter referred to as "Course" or "Program") as further described in RFP #454-16-12829 and subsequently negotiated under this contract. TDI may offer the Course between five (5) to six (6) times throughout the fiscal year (September 1 – August 31). The dates for the Courses are specified in Exhibit C, Course Arrangements. Additional Course dates, if any, for the remaining term will be mutually agreed upon in writing by TDI and Contractor. Services shall be provided in accordance with the following documents:

- (b.) Service Contract - TDI Contract No. 45400 16-9107-17, including Exhibit C, Course Arrangements;
- (c.) Exhibit A, TDI's Request for Proposal No. 454-16-12638 thereto including all attachments;
- (d.) Exhibit B, Contractor's Proposal response submitted;
- (e.) Exhibit D, Contractor's approved HUB Subcontracting Plan (HSP) (if applicable); and
- (f.) Exhibit D-1, Contractor's Progress Assessment Report (PAR) (if applicable).

1.02. INCORPORATED BY REFERENCE. All elements listed in 1.01.(c) through (f) (Additional Documents) are attached and hereby incorporated by reference and become part of the contract as if fully set forth.

1.03. ORDER OF PRECEDENCE. (a.) In interpreting this Contract and resolving any ambiguities, this Service Contract - TDI Contract No. 45400 16-9107-17 shall take precedence over the Additional Documents, and any inconsistency among the documents shall be resolved in the order in which they are listed below:

- (b.) Executed Service Contract – Contract No. 45400 16-9107-17 including Exhibit C, Course Arrangements;
- (c.) Exhibit A, TDI's Request for Proposal No. 454-16-12638 (including all associated attachments);
- (d.) Exhibit B, Contractor's Proposal response submitted.

1.04. CONTRACT ADMINISTRATOR. (a.) TDI shall designate a "Contract Administrator" for this Contract who will serve as the point of contact between TDI and the Contractor. The instructions of the TDI Contract Administrator ("or designated representative") are to be strictly and promptly followed by Contractor at all times. TDI's Contract Administrator will decide any and all questions that may arise as to the quality and acceptability of work performed and as to the manner of performance and rate of progress of the work. TDI's Contract Administrator will determine the amount of work performed which are to be paid under the Contract. Failure of the TDI Contract Administrator during the progress of the Contract to discover or reject unacceptable work or work not performed in accordance with the Contract, or to exercise any remedies shall not be deemed an acceptance or a waiver of TDI's right to full performance of the Contract. TDI's Contract Administrator does not have any express or implied authority to vary or amend the terms of the Contract or to waive strict performance of the terms or conditions of the Contract.

(b.) Contractor agrees to conduct all of its services under this Contract by and through appropriate communications with the TDI Contract Administrator. No services shall be undertaken by Contractor except with the prior written direction of the TDI Contract Administrator. Contractor understands and agrees that services performed without the prior written direction of the TDI Contract Administrator is work outside the scope of this Contract and shall be performed exclusively at Contractor's risk and own expense.

II. TERM.

2.01. CONTRACT AWARD. (a.) This Contract shall be effective as of the date executed by the parties and shall continue through August 31, 2016 unless extended by the parties by amendment to this Contract or terminated earlier, as provided in Section 2.02 set forth below or in Section 4.2.22 of the RFP.

(b.) TDI has the option in its sole discretion to renew this Contract for up to one (1) one-year periods. In the event of such renewal, the scope of services, deliverable dates, and contract amount may be negotiated.

(c.) TDI will notify Contractor of its decision to renew this Contract no later than December 31, 2015.

(d.) Notwithstanding the termination or expiration of this contract, the provisions (if applicable) regarding indemnification, confidentiality, dispute resolution, intellectual property rights, audit rights, limitation of liability, tool development, limitation of distribution and warranties, will survive the termination or expiration dates of this Contract.

2.02. TERMINATION. (a.) Termination with Default. TDI may terminate this Contract immediately for default by providing written notice to Contractor of such termination if the Contractor fails to execute the work properly, performs work in an unsatisfactory manner, or fails to perform any provision of the Contract. In the event of abandonment or default, Contractor will be responsible for paying damages to TDI, including but not limited to, the cost to re-solicit this Contract and any consequential damages to the State of Texas or TDI resulting from Contractor's non-performance. The defaulting Contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the scope of work is significantly changed.

(b.) Termination without Default. TDI may, at its sole option and discretion, terminate this Contract at any time, for any reason whatsoever, in whole or in part, by giving written notice (the "Notice of Termination") to Contractor at least thirty (30) days prior to the effective date of termination or reduction in the scope of work. In the event of termination by TDI under this subsection, Contractor shall be governed by the terms and conditions, and shall perform the acts outlined in the following Section 2.02(c). Notwithstanding the foregoing, this Section may be subject to the cancellation clause in Exhibit C, Course Arrangements.

(c.) Implementation of Termination. Contractor shall terminate all work under the Contract to the extent and on the date specified in the Notice of Termination and until such date shall, to the extent stated in the Notice of Termination, do such

work as may be necessary and be compensated only for such work as may be necessary, as determined by TDI's Contract Administrator or his/her designated representative to preserve the work in progress. In the event of termination by TDI, TDI shall pay Contractor for all work satisfactorily performed up to the effective date of termination or reduction in the scope of work in accordance with the prices included in the Contract.

2.03. NO LIABILITY UPON TERMINATION. If this Contract is terminated for any reason, TDI and the State of Texas shall not be liable to Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination absent an award of damages pursuant to Texas Government Code, Chapter 2260. Notwithstanding the foregoing, this Section may be subject to the cancellation clause in Exhibit C, Course Arrangements.

III. CONSIDERATION.

3.01. CONTRACT LIMIT AND FEES AND EXPENSES. (a.) The total amount of fees to be paid under this Contract during the initial term must not exceed EIGHTY-SIX THOUSAND AND NO HUNDRETHS DOLLARS (\$86,000.00) per Course, unless otherwise amended by written contract amendment signed by both parties.

(b.) The total amount of fees to be paid under this Contract shall be in accordance with Attachment 1 – Mandatory Pricing Form, attached hereto and incorporated herein for all purposes. Any changes to the fees set forth in Attachment 1 – Mandatory Pricing Form, shall be submitted to TDI for review and shall be approved by amendment to this Contract.

(c.) At any time, TDI may adjust the Contract, in whole or in part, with thirty (30) days notice to Contractor. Adjustments shall be in accordance with the unit prices quoted in Attachment 1 – Mandatory Pricing Form, and shall be documented by amendment to this Contract.

3.02. PAYMENTS TO CONTRACTOR. (a.) Payments to Contractor will be made at the completion of a project under a Delivery Release Change Notice and within thirty (30) days from receipt of a correct invoice or billing statement in accordance with the Texas Government Code, Chapter 2251, Texas Prompt Payment Act. An invoice is considered received on the date it is date stamped by TDI. Contractor will be paid for completion of work accepted and approved by TDI's Contract Administrator or his/her designated representative.

(b.) Contractor shall invoice TDI for work performed by vendor identification number, building, and purchase order number. Invoices must include the purchase order number and contract number. Address for submission is: Texas Department of Insurance, Accounting – Mail Code 108-3A, P.O. Box 149104, Austin, Texas 78714-9104; or by email: invoices@tdi.texas.gov.

IV. STATE FUNDING.

4.01. STATE FUNDING. It is understood that all obligations of TDI hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests accrued up to the date of termination.

V. CONTRACTOR PERSONNEL.

5.01. REQUIRED QUALIFICATIONS. At all times during the term of the Contract, Contractor shall have available, under direct employment and supervision, the required qualified personnel to properly fulfill all the terms and conditions of this Contract.

VI. NOTICES.

6.01. NOTICES. (a.) Any notice required or permitted to be delivered under this Contract shall be deemed delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to TDI or Contractor, as the case may be, at the address set forth below:

For TDI: Texas Department of Insurance
333 Guadalupe St., PO Box 149104, MC 108-1B
Austin, TX 78701
Attention: Chastity Marion, CTCM, CTPM
Phone: (512) 676-6151
Fax: (512) 463-6159
Email: chastity.marion@tdi.texas.gov

For Contractor: Hilton Austin Airport
9515 Hotel Drive
Austin, TX 78719
Attention: Heather Downing
Phone: (512) 634-2163
Email: heather.downing2@hilton.com

(b.) Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

VII. MISCELLANEOUS PROVISIONS.

7.01. GOVERNING LAW AND VENUE. This Contract and the rights and obligations of the parties hereto 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 under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Contractor irrevocably waives any objection, including any objection to personal jurisdiction or proper venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the filing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **Nothing in this Section shall be construed as a waiver of sovereign immunity by TDI.**

7.02. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

7.03. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges Contract is effective for the period specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

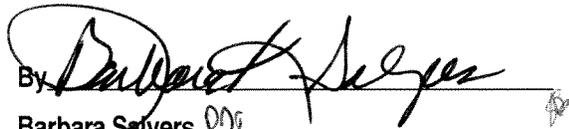
7.04. SOVEREIGN IMMUNITY. The parties agree and acknowledge that nothing contained in Contractor's proposal response or this contract will in any manner be construed as a waiver of sovereign immunity or official immunity by TDI, its employees, or the state of Texas. TDI and the state of Texas retain all legal defenses and immunities available to each. TDI does not waive any privileges, rights, defenses, remedies, or immunities, available to TDI as an agency of the state of Texas or otherwise available to TDI.

7.05. FALSE STATEMENTS; BREACH OF REPRESENTATIONS. By signature to this Contract, Contractor makes all the representations, warranties, guarantees, certifications and affirmations included in this Contract. If Contractor signs this Contract with a false statement or it is subsequently determined that Contractor has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Contract, Contractor shall be in default under this Contract, and TDI may terminate or void this Contract for cause and pursue other remedies available to TDI under this Contract and applicable law.

7.06. ENTIRE CONTRACT & MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this Contract, no modification, renewal, extension or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.

7.07. EXECUTION SIGNATURES. By the signatures below, each signatory represents and warrants that they have the authority to enter into this Contract on behalf of the respective parties.

TEXAS DEPARTMENT OF INSURANCE

By 
Barbara Salyers ^{DN}
Chief Deputy, Division of
Workers' Compensation
Date of Execution: August 20, 2015

AUSTIN HILTON AIRPORT

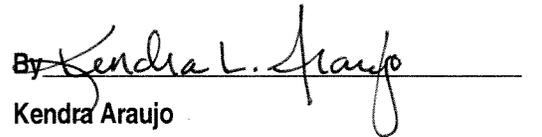
By 
Kendra Araujo
Hilton Austin Director of Sales
Date of Execution: AUGUST 28, 2015

Exhibit C – COURSE ARRANGMENTS

1.1. Catering Services. Food and beverage selections for catering requirements as described in Section 2.6 of the RFP will be mutually agreed upon by both parties prior to the start date of each Course session.

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between: **Hilton Austin Airport** (The Hotel), 9515 Hotel Drive, Austin TX 78719 and **Texas Department of Insurance- Workers Compensation Division**, (The Client) pursuant to Client/s Request for Proposal (RFP) No. 454-16-12638 and hotel's response thereto, and outlines specific conditions and services provided.

ORGANIZATION: Texas Department of Insurance- Workers Compensation Division
NAME OF EVENT: Designated Doctor Certification Training

CLIENT CONTACT INFORMATION

Name: Ms. Angelia Johnson
Title: Meeting Planner
Company Name: Texas Department of Insurance- Workers Compensation Division
Address: 7551 Metro Center Drive
City/ State/Zip: Austin, TX78744

Phone: 512-804-4530
Fax: 512-804-4301
E-Mail: angelia.johnson@tdi.texas.gov

HOTEL CONTACT INFORMATION:

Name: Heather Downing
Title: Sr. Sales Manager
Direct Phone: 512-634-2163
Fax: 512-385-6763
E-Mail: Heather.Downing2@hilton.com

We are pleased to offer the following agreement based on our understanding of your current needs. To ensure this accurately reflects your requirements, please review the detailed information outlined within.

CURRENT PROGRAM DATES:

September 8-12, 2015

November 17-21, 2015

February 9-13, 2016

May 10-14, 2016

PROPOSED DATES BEING HELD IN THE EVENT THE CONTRACT IS RENEWED PURSUANT TO §11, TERM, OF THE CONTRACT

September 13-17, 2016

November 15-19, 2016

Potential additional course dates shall require mutual agreement, in writing, by both parties. Client will request additional course dates with a minimum of six (months) prior to event date.

GUEST ROOMS COMMITMENT & GROUP RATE

Room	\$ Single Rate	\$ Double Rate
King Bed	\$ 144	\$ 144
King Bed Deluxe Room	per diem*	Per diem *

* Subject to prevailing government per diem rate at the time of the event.

Published 2015/2016 Government Per diem rates:

September 8-12, 2015- \$126

November 17-21, 2015- \$135

February 9-13, 2016- \$159

May 10-14, 2016- \$135

	Tues Day 1	Wed Day 2	Thur Day 3	Fri Day 4
King Bed	0	15	30	30
King Bed Deluxe Room	15	15	15	15

Please note the proposed rate is non commissionable and is exclusive of 15% occupancy tax.

SPECIAL CONCESSIONS

*Two (2) complimentary rooms per night for three nights to be used for Event Planner and Director of the program. Rooms type to be King Deluxe.

*Fifteen (15) King Deluxe upgraded rooms per night at the prevailing government per diem for each program as listed on Exhibit C

*Complimentary meeting room rental with a food & beverage minimum of \$20,000 per program. Should food and beverage minimum not be met, the difference will be charged as room rental.

*50% discount on standard wireless internet charges in meeting space- (discounted to \$100 per day per room)

*10% discount on audio visual equipment and services

*Complimentary 24 hour airport shuttle service

*Complimentary standard guest room Internet access

*Complimentary self parking for hotel guests and attendees

*Discounted exhibit table fee of \$35 to include connectivity and accessibility to electricity

*Waiver of \$54 late check-out fee (upon availability and until 2pm) for up to fifteen (15) staff guestrooms

METHOD OF RESERVATIONS

Reservations by: Individual Call In

PERSONALIZED GROUP WEB PAGE

Hotel will create a complimentary customized website for The Client's event or meeting through a product known as "PGWP". This customized website will allow attendees to book their hotel reservations online and may also include personalized information about the event or meeting, including Content; Links to Group's website; Dining, entertainment and city information. The website's unique URL will be distributed to Ms. Angelia Johnson or such other person designated by The Client for distribution to members and other attendees. This website will also allow The Client's contact access to reports which show the number of individuals that have booked guest rooms using the website.

To make reservations by phone please call 1-800-584-5091. All rooms will be required to be guaranteed for late arrival with either a credit card or to a direct bill with appropriate authorization.

CUT-OFF DATE

Reservations by the attendees must be received by the cut-off date which is on or before **noon on the 21st day preceding the first day of the program**. At the Cut-off date, The Hotel will review the reservation pickup for the event, release unreserved guest rooms for general sale and determine whether it can accept reservations based on a space-and-rate available basis at The Client group rate after this date.

MASTER ACCOUNT

The client will provide hotel a purchase order upon signature of the contract in order to establish a master account. Any cancellation or attrition fees will be billed to the Master Account.

METHOD OF PAYMENT

The Method of Payment of the Master Account is due no later thirty days post contract signing and will be established upon approval of The Client's credit.

Should there be disputed charges; The Client will raise any disputed charge(s) within five (5) days after receipt of invoice. The Hotel will work with The Client in resolving any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute. Texas government code chapter 2251 and 2260 shall govern disputes.

The Client has indicated that it has elected to use the following form of payment: Purchase Order to be paid by check

All charges for contractual obligations with the exception of room and tax (to be paid by the individual attendee) will be paid by Purchase Order.

There will be a service charge of 22% applied to any purchases made on your behalf by Hilton Austin Airport from outside vendors (ex: audio/video rentals, etc.)

All charges are due within thirty days upon receipt of any and all invoices from the Hotel conducting business through the hotel known as Hilton Austin Airport. The Client agrees to pay late fees in compliance with Texas Government code chapter 2251. In addition, to the extent permitted by Texas law, Texas Department of Insurance- Workers Compensation Division shall be responsible for any and all costs, expenses, and fees associated with any collection efforts made on the Hotel's behalf, including but not limited to reasonable attorneys' fees and court costs.

BILLING ARRANGEMENTS

The following billing arrangements apply:

- Room & Tax: Individuals pay own
- Incidentals: Individuals pay own
- Catering/Banquets: Purchase Order to be paid by check

TAX EXEMPTION

Groups who are tax exempt must submit the appropriate tax exemption certificate to the Sales/Catering Manager. Groups who fail to submit the tax exempt certificate thirty (30) days prior to the event date will be charged all applicable taxes.

Please check applicable box (s) below to determine your organizations tax exemption status:
 (x) 9% City Occupancy Tax Exempt; (x) 6% State Occupancy Tax Exempt; (x) 8.25% State Sales Tax Exempt

FUNCTION INFORMATION/EVENT AGENDA

Based on the requirements outlined by The Client, The Hotel has reserved the function space set forth on the below Function Information/Event Agenda.

Date	Start Time	End Time	Function	Agr
Day 2 Wed	7:30 AM	8:30 AM	Breakfast	75
Day 2 Wed	8:00 AM	5:00 PM		75
Day 2 Wed	8:00 AM	10:00 PM	24 Hold on Room	
Day 2 Wed	10:00 AM	10:30 AM	Break	75
Day 2 Wed	12:00 PM	1:00 PM	Lunch	75
Day 2 Wed	2:00 PM	2:30 PM	Break	75
Day 3 Thur	7:00 AM	10:00 PM	Registration	
Day 3 Thur	7:30 AM	8:30 AM	Breakfast	150
Day 3 Thur	8:00 AM	10:00 PM	General Session	150
Day 3 Thur	8:00 AM	10:00 PM	Hospitality	
Day 3 Thur	8:00 AM	10:00 PM	Storage	
Day 3 Thur	8:00 AM	10:00 PM	Office	
Day 3 Thur	10:00 AM	10:30 AM	Break	150
Day 3 Thur	12:00 PM	1:00 PM	Lunch	150
Day 3 Thur	2:00 PM	2:30 PM	Break	150
Day 3 Thur	6:00 PM	8:00 PM	Reception with food	150
Day 4 Fri	7:00 AM	10:00 PM	Registration	
Day 4 Fri	7:30 AM	8:30 AM	Breakfast	150
Day 4 Fri	8:00 AM	10:00 PM	Hospitality	
Day 4 Fri	8:00 AM	10:00 PM	Storage	

Day 4 Fri	8:00 AM	10:00 PM	Office	
Day 4 Fri	8:00 AM	10:00 PM	Storage	
Day 4 Fri	8:00 AM	10:00 PM	Office	
Day 4 Fri	8:00 AM	10:00 PM	General Session	150
Day 4 Fri	10:00 AM	10:30 AM	Break	150
Day 4 Fri	12:00 PM	1:00 PM	Lunch	150
Day 4 Fri	2:00 PM	2:30 PM	Break	150
Day 5 Sat	7:00 AM	2:30 PM	Registration	
Day 5 Sat	7:30 AM	8:30 AM	Breakfast	150
Day 5 Sat	8:00 AM	2:30 PM	Hospitality	
Day 5 Sat	8:00 AM	2:30 PM	General Session	150
Day 5 Sat	8:00 AM	5:00 PM	Storage	
Day 5 Sat	8:00 AM	5:00 PM	Office	
Day 5 Sat	8:00 AM	5:00 PM	Storage	
Day 5 Sat	8:00 AM	5:00 PM	Office	
Day 5 Sat	10:00 AM	10:30 AM	Break	150

All meeting room charges, food and beverage, and related services are subject to applicable Texas state taxes (currently 8.25%) and a taxable service charge (currently 22%) in effect on the date(s) of the event.

ASSIGNMENT/CONFIRMATION OF FUNCTION SPACE

The Client agrees to confirm with us the assigned function space before printing any materials listing specific meeting or function locations. The schedule of events listed above, indicates the space that is tentatively being held for Texas Department of Insurance-Workers Compensation Division and will be held on a definite basis upon signing of this contract by both parties. If for any reason the function space reserved is not available for your event, The Client agrees that we may substitute space of appropriate size and comparable quality for your event. The Hotel will contact you at least thirty (30) days before your event to review and confirm the details for your event, including menus, decorations, entertainment and beverage service. Upon review of your event requirements, Banquet Event Orders (“BEO”) will be sent to you to confirm all final arrangements and prices. These BEOs must be signed and returned to the hotel no later than three (3) days prior to the event. These signed BEOs will serve as your guarantee.

Food & Beverage Minimum Guarantee: Acknowledgement of a definite commitment by the hotel will, in good faith, continue to protect the facilities and dates required and agreed upon by **Texas Department of Insurance- Workers Compensation Division** to the exclusion of other business opportunities. Due to this exclusive relationship, we agree to waive all room rental charges based upon your indicated sleeping room usage and food and beverage minimum of **\$20,000** per program exclusive of applicable 22% service charge. Should your purchases fall below this guaranteed amount, any shortfall will be assessed as a facility rental fee.

GUARANTEE OF ANTICIPATED REVENUE

At least three days prior to the arrival date, you must inform us, in writing, of the exact number of people who will attend your event and your Audio Visual needs. If the event is held, but the Hotel does not realize the total revenue anticipated from your event, The Client agrees to pay performance damages at 100% of these three day guarantees with food, AV and meeting room rental. We will serve up to 5% more than this guaranteed minimum.

SERVICE CHARGE

Service Charge of 22% and State Sales Tax of 8.25% (if applicable) will be added to all food, beverages, audio visual and miscellaneous items. All room rental fees are subject to 22% service charge and 6% State Occupancy Tax. These percentages are subject to change and the prevailing charge at the time of your function will be applied.

PARKING

The hotel's current parking rates are as follows:

Daily Self Parking	Complimentary
Daily Valet Parking	\$15.00
Overnight Self Parking	Complimentary
Overnight Valet Parking	\$20.00

Complimentary per day/night will be extended to the attendees of Designated Doctor Workshop during the official conference dates.

EVENT TECHNOLOGY

The Hotel maintains its own in-house Event Technology Department staffed by contracted employees. The staff is fully trained and certified to provide superior service with a large inventory of modern, quality equipment owned by the Contractor. Should The Client option to use an audio visual provider other than The Hotel's, a fee will apply. Charges for technical assistance from the in-house Contractor when requested by The Client may be assessed during program set-up, rehearsal and operational times. Charges apply for use of The Hotel's in-house sound systems when audio visual services are not supplied by The Hotel's in-house Contractor. All Audio Visual requirements must be provided to Hotel no later than ten (10) business days prior to event start date.

PERFORMANCE

FOOD, BEVERAGE and AUDIO VISUAL

Based on the clients details provided at the time of contract, the total cost of food, beverage and audio visual will not to exceed \$86,000. Changes to the meeting details after contract could increase the cost of the meeting.

CANCELLATION

Cancellation damages will be calculated as a percentage, based on the date of cancellation listed below, of total anticipated gross revenues from all contracted food and beverage and meeting room rental per the contract or increased banquet event orders. (Example: F&B estimate + Meeting Room Rental = Total Cancellation). In the State of Texas, service charges and public room rental are subject to taxes. Notwithstanding the foregoing, cancellation damages will apply to the extent permitted by Texas law.

In the event of cancellation by Client, the Hotel shall be required to make good faith efforts to mitigate its damages by attempting to resell any canceled Course. The Hotel shall submit, within thirty (30) days after the program date, an invoice of above damages. The Client reserves the right to audit the Hotel records to determine the amount of actual liability resulting from the canceled program.

<u>Date of Cancellation</u>	<u>Percentage Owed</u>
Date of signing to 271 days prior to arrival date	20% (\$17,200)
270 days to 181 days prior to arrival date	30% (\$25,800)
180 days to 121 days prior to arrival date	60% (\$51,600)
120 days to 61 days prior to arrival date	80% (\$68,800)
Less than 60 days prior to arrival date	100% (\$86,000)

GUEST ROOM ATTRITION

No attrition will apply for this contract.

STANDARD TERMS AND CONDITIONS

NOISE COMPLIANCE

The Hotel requires all groups utilizing function space within the hotel or in any common area are in compliance with the State of Texas code and good neighbor relations regarding noise control,

The Hotel will monitor the noise level throughout set up, the event and teardown to ensure that sound levels do not disturb other groups in house. The Hotel reserves the right to shut down any and all activity that does not comply with the established State of Texas code and good neighbor policy.

OUTSIDE FOOD AND BEVERAGE

Due to state law, you may not bring into the hotel alcoholic beverages. You must obtain prior approval from us before you bring in any food or non-alcoholic beverages from outside sources. A Hold Harmless Agreement and Liability Insurance are required if food or beverage products not purchased and served by hotel staff are brought in for consumption by your guests. Service fees will apply to any outside food or beverage served in our function space regardless if hotel labor is required. **A clean up fee of \$500 will be assessed to your final bill for each room utilized.**

SECURITY

If required, in our sole judgment, in order to maintain adequate security measures in light of the size and/or nature of your function, you will provide, at your expense, security personnel supplied by a reputable licensed guard or security agency doing business in the city or county in which we are located, which agency will be subject to our prior approval.

AUXILIARY AID

The hotel represents and you acknowledge that the hotel facilities being rented for you including guest rooms, common areas and transportation services will be in compliance with our public accommodation requirements under the Americans with Disabilities Act. You agree that two weeks in advance you will furnish to us a list of any auxiliary aids needed by your attendees in meeting or function space. You agree to pay all charges associated with the provision of such aids by the hotel. When your attendees make room reservations, please ask them to notify us of their auxiliary aid needs so that we may notify you as to the names of businesses with which you may contract to obtain those aids.

DELIVERIES

Arrangements for delivery of packages should be made through the catering office. Receiving, handling and shipping charges may apply. No COD packages will be accepted. The hotel policies on safe package handling are based on advice from the United States Postal Service (USPS) and the federal Centers for Disease Control and Prevention (CDC)

PROMOTIONAL CONSIDERATIONS

We have the right to review and approve any advertisements or promotional materials in connection with your function that specifically reference the Hilton name or logo.

CLIENT OWNED DISPLAYS AND DECORATIONS

We are not responsible for any loss or damage to property belonging to The Client or your attendees and do not maintain insurance covering it. All displays and/or decorations will be subject to our prior written approval and we reserve the right to contract and charge for hotel staff to provide the labor for any installations or removals of such.

COMPLIANCE/CONDUCT WITH LAWS AND EVENT

The Client agrees to comply with all applicable federal, state and local laws including health and safety codes and federal anti-terrorism laws and regulations, and our rules. You agree to cooperate with Hotel and any relevant governmental authority to ensure compliance with such laws. For the safety of persons and property, no fireworks or incendiary devices may be used indoors at the hotel. You assume full responsibility for the conduct of all persons in attendance at your event. Should you require any rigging services for this event, all such services must be arranged through the in-house AV provider or the Hotel and you will be responsible for all costs. The Client represents, warrants and agrees that it is currently, and at the time of the event which is the subject of this contract will be, in compliance with all applicable local, state, federal regulations or laws, including but not limited to, all provisions of the Patriot Act and regulations or requests of the U.S. Department of Homeland Security and the Office of Foreign Assets Control in the U.S. Department of the Treasury.

AMENDMENTS/CHANGES

The parties agree that any amendments or changes to the arrangements described in this contract must be made in writing, signed by both The Client and The Hotel.

ARBITRATION

The parties agree that any dispute in any way arising out of or relating to this contract will be resolved pursuant to Texas government code chapter 2260.

INSURANCE

The Client is a self-insured entity.

INDEMNIFICATION

To the extent permitted by law, The Client agrees to protect, indemnify, defend and hold harmless The Hotel, Hilton, and the Owner, and their respective employees and agents against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out of or connected with your function, except those claims arising out of the sole negligence or willful misconduct of The Hotel.

COLLECTION/ATTORNEY'S FEES

To the extent permitted by Texas Law, the parties agree that in the event that any dispute arises in any way relating to or arising out of this contract, the prevailing party in any arbitration or court proceeding will be entitled to recover an award of its reasonable attorney's fees and costs, plus pre and post judgment interest. To the extent permitted by Texas law, Texas Department of Insurance- Workers Compensation Division shall be responsible for any and all costs, expenses, and fees associated with any collection efforts made on the Hotel's behalf, including but not limited to reasonable attorneys' fees and court costs.

FORCE MAJEURE

If an event beyond the reasonable control of the Parties occurs ("Force Majeure Event"), including but not limited to, hurricane, tornado, snowstorm or other major weather event, act of God, declared war in the United States, medically confirmed pandemic in the state where the Hotel is located, governmental authority, terrorist attacks in the city in which the Hotel is located, or curtailment of transportation either in the Conference City or in the countries/states of origin of the attendees, which prevents at least 40% of the attendees from arriving for the first peak night of the event, or makes it illegal or impossible to perform as originally contracted under this Contract, the affected party may terminate this Contract, without liability, financially or otherwise, upon written notice to the other party.

End of Exhibit C



Texas Department of Insurance
Business Unit # 45400
Purchase Order # 16-1043
Purchase Order Change Notice (# 1)

Payment Terms: **NET30** Freight Terms: **FOB Destination** Ship Via: **VNDR** PCC: **S** Date: **02/08/16** PO Method: **DG** Dispatch: **Dispatch Via Print** Rev Dt: **06/02/16**

PLEASE NOTE: ADDITIONAL TERMS AND CONDITIONS MAY BE LISTED AT THE END OF THE PURCHASE ORDER.

Vendor: HILTON AUSTIN AIRPORT HOTEL
 9515 Hotel Drive
 Austin TX 78719
United States

Ship To: 2M0003 - No Physical Shipment
 No Physical Shipment

Vendor ID: 1742908213 8

Bill To: Attn: Acctng - Mail Code 108-3A
 P. O. Box 149104
 Austin TX 78714-9104
 United States

Purchaser: Chastity Marion
Phone: 512/676-6151
Fax: 512/463-6159
Email: chastity.marion@tdi.texas.gov

Fax:
Email: Invoices@tdi.texas.gov

PO Information:

This purchase order is issued pursuant to Contract No. 45400 16-9107-17, as amended, incorporated herein by reference.

Contractor, Hilton Austin Airport, shall provide: (a) Meeting Rooms and Accommodations, (b) Catering Services, (c) Audio Visual Equipment, and (d) Block of Guest Rooms, for the Texas Department of Insurance-Division of Workers' Compensation (TDI-DWC) Designated Doctor Basics Course and Certification Training from April 5 - 9, 2016.

Services shall be provided in accordance to this purchase order and Contract No. 45400 16-9107-17.

Quantities are an estimate. The vendor will be paid for actual services rendered and certified by the Texas Department of Insurance.

Contract Term. The initial term of the contract is from August 28, 2015 through August 31, 2016.

TDI-DWC, in its sole discretion will have the option to renew the contract services for one (1) additional one (1) year period.

Period 1: September 1, 2016 - August 31, 2017. Price not to exceed 4%

TDI-DWC Contact:
 Angelia Johnson, 512-804-4530, angelia.johnson@tdi.texas.gov

Hilton Contact:
 Heather Downing, 512-634-2163, heather.downing2@hilton.com

Invoicing. To ensure prompt payment, the vendor must include the following information on all invoices: (1) the above reference PO Number, (2) the above referenced Vendor ID No., and (3) any other relevant information that will confirm purchase. Failure to comply may delay payment process or cause invoice to be returned.

Certification. The terms of the contract are considered complete and payment can be made when the terms and conditions of the order have been met and the goods and/or services have been certified.

POCN #1: To add additional funds to cover actual FB consumption (line 31). CRM 6/2/16

Authorized Signature

Chastity Marion, CTCM, CTAM

06/02/2016



Texas Department of Insurance
Business Unit # 45400
Purchase Order # 16-1043
Purchase Order Change Notice (# 1)

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
1- 1	General Session Room: 75 attendees, classroom style Thursday, Friday and Saturday	971/05	3.0000	DAY	\$0.00	\$0.00	04/09/2016
	Ship To:	2M0003					
		No Physical Shipment					
						Schedule Total	<input type="text" value="\$0.00"/>
					<u>ReqID:</u> 0000014804		
	To include two elevated speaker platforms for front of room, adequate power outlets to support multiple laptops and other IT devices.						
	All rental charges are Complimentary						
						Item Total for Line # 1	<input type="text" value="\$0.00"/>
2- 1	Luncheon Room: 75 attendees, rounds of 8 Thursday & Friday	971/05	2.0000	DAY	\$0.00	\$0.00	04/09/2016
	Ship To:	2M0003					
		No Physical Shipment					
						Schedule Total	<input type="text" value="\$0.00"/>
					<u>ReqID:</u> 0000014804		
						Item Total for Line # 2	<input type="text" value="\$0.00"/>

Authorized Signature

Charity Moin, CTCM, CTM

06/02/2016



Texas Department of Insurance
Business Unit # 45400
Purchase Order # 16-1043
Purchase Order Change Notice (# 1)

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date	
3- 1	Break Station Space: Thursday, Friday, and Saturday	971/05	3.0000	DAY	\$0.00	\$0.00	04/09/2016	
	Ship To:	2M0003						
		No Physical Shipment						
						Schedule Total	\$0.00	
					ReqID: 0000014804			
	Room or appropriate space to serve refreshments. To be set up in location near exhibitors. This space may also be used to serve Continental Breakfast - TBD by TDI-DWC						Item Total for Line # 3	\$0.00
4- 1	Morning Refreshments	961/15	3.0000	DAY	\$1,500.00	\$4,500.00	04/09/2016	
	Ship To:	2M0003						
		No Physical Shipment						
						Schedule Total	\$4,500.00	
					ReqID: 0000014804			
	Morning refreshments to include coffee, tea and water to be offered Thursday through Saturday for approximately 75 attendees. Set-up to be near the ballroom.						Item Total for Line # 4	\$4,500.00
	\$20.00 (per attendee) X 75 attendees = \$1,500.00 X 3 days = \$4,500.00							

Authorized Signature

Charity Main, CTCM, CTAM

06/02/2016



Texas Department of Insurance
Business Unit # 45400
Purchase Order # 16-1043
Purchase Order Change Notice (# 1)

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
5- 1	Afternoon Refreshments	961/15	2.0000	DAY	\$1,725.00	\$3,450.00	04/09/2016
	Ship To:	2M0003					
		No Physical Shipment					
						Schedule Total	<input type="text" value="\$3,450.00"/>
					<u>ReqID:</u> 0000014804		
	Afternoon refreshments to include coffee, tea, soft drinks, water and light snacks to be offered Thursday and Friday for approximately 75 attendees. Set-up to be near the ballroom.						
	\$23.00 (per attendee) X 75 attendees = \$1,725.00 x 2 days = \$3,450.00						
						Item Total for Line # 5	<input type="text" value="\$3,450.00"/>
6- 1	Continental Breakfast	961/15	3.0000	DAY	\$1,575.00	\$4,725.00	04/09/2016
	Ship To:	2M0003					
		No Physical Shipment					
						Schedule Total	<input type="text" value="\$4,725.00"/>
					<u>ReqID:</u> 0000014804		
	Traditional Continental breakfast shall be offered Thursday through Saturday for approximately 200 attendees.						
	\$21.00 (per attendee) X 75 attendees = \$1,575.00 X 3 days = \$4,725.00						
						Item Total for Line # 6	<input type="text" value="\$4,725.00"/>

Authorized Signature

Charity Major, CTCM, CTAM

06/02/2016



Texas Department of Insurance
Business Unit # 45400
Purchase Order # 16-1043
Purchase Order Change Notice (# 1)

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
7- 1	Luncheon	961/15	2.0000	DAY	\$2,550.00	\$5,100.00	04/09/2016
	Ship To:	2M0003					
		No Physical Shipment					
						Schedule Total	\$5,100.00
					ReqID: 0000014804		
	Buffet lunch meals to be provided Thursday and Friday. Buffet for approximately 75 attendees.						
	\$34.000 (per attendee) X 75 attendees = \$2,550.00 X 2 days = \$5,100.00						
						Item Total for Line # 7	\$5,100.00
8- 1	Deli Lunch	961/15	1.0000	EA	\$1,575.00	\$1,575.00	04/09/2016
	Ship To:	2M0003					
		No Physical Shipment					
						Schedule Total	\$1,575.00
					ReqID: 0000014804		
	\$21.00 x 75 people=\$1,575.00						
						Item Total for Line # 8	\$1,575.00
9- 1	Continental Breakfast (Wed)	961/15	1.0000	DAY	\$1,050.00	\$1,050.00	04/09/2016
	Ship To:	2M0003					
		No Physical Shipment					
						Schedule Total	\$1,050.00
					ReqID: 0000014804		
	\$21.00 (per attendee) X 50 attendees = \$1,050.00						
						Item Total for Line # 9	\$1,050.00

Authorized Signature

Charity Major, CTCM, CTAM

06/02/2016



Texas Department of Insurance
Business Unit # 45400
Purchase Order # 16-1043
Purchase Order Change Notice (# 1)

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
10- 1	Morning refreshments (Wed)	961/15	1.0000	DAY	\$1,000.00	\$1,000.00	04/09/2016
	Ship To:	2M0003					
		No Physical Shipment					
						Schedule Total	<input type="text" value="\$1,000.00"/>
					<u>ReqID:</u> 0000014804		
	\$20.00 (per attendee) X 50 attendees = \$1,000.00					Item Total for Line # 10	<input type="text" value="\$1,000.00"/>
11- 1	Deli Luncheon (Wed)	961/15	1.0000	DAY	\$1,050.00	\$1,050.00	04/09/2016
	Ship To:	2M0003					
		No Physical Shipment					
						Schedule Total	<input type="text" value="\$1,050.00"/>
					<u>ReqID:</u> 0000014804		
	\$21.00 (per attendee) X 50 = \$1,050.00					Item Total for Line # 11	<input type="text" value="\$1,050.00"/>
12- 1	Audio Visual Package with: Projector, Screen and Table (10% discount has been applied to pricing)	985/12	3.0000	EA	\$684.00	\$2,052.00	04/09/2016
	Ship To:	2M0003					
		No Physical Shipment					
						Schedule Total	<input type="text" value="\$2,052.00"/>
					<u>ReqID:</u> 0000014804		
						Item Total for Line # 12	<input type="text" value="\$2,052.00"/>

Authorized Signature

Charity Major, CTCM, CTAM

06/02/2016



Texas Department of Insurance
Business Unit # 45400
Purchase Order # 16-1043
Purchase Order Change Notice (# 1)

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
13- 1	Wireless Lav Mics (2 per day)	985/12	3.0000	EA	\$270.00	\$810.00	04/09/2016
	Ship To:	2M0003					
		No Physical Shipment					
						Schedule Total	810.00
					ReqID: 0000014804		
						Item Total for Line # 13	810.00
14- 1	Wireless HH Mics (3 per day)	985/12	1.0000	EA	\$405.00	\$405.00	04/09/2016
	Ship To:	2M0003					
		No Physical Shipment					
						Schedule Total	405.00
					ReqID: 0000014804		
						Item Total for Line # 14	405.00
15- 1	Wireless HH Mic (1 per day)	985/12	2.0000	DAY	\$135.00	\$270.00	04/09/2016
	Ship To:	2M0003					
		No Physical Shipment					
						Schedule Total	270.00
					ReqID: 0000014804		
						Item Total for Line # 15	270.00

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Charity Major, CTCM, CTM

06/02/2016



Texas Department of Insurance
Business Unit # 45400
Purchase Order # 16-1043
Purchase Order Change Notice (# 1)

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
16- 1	HH Mic Wired (2 per day) x 3 days	985/12	3.0000	DAY	\$117.00	\$351.00	04/09/2016
	Ship To:	2M0003					
		No Physical Shipment					
						Schedule Total	[\$351.00]
					ReqID: 0000014804		
						Item Total for Line # 16	[\$351.00]
17- 1	Mixer	985/12	3.0000	DAY	\$85.50	\$256.50	04/09/2016
	Ship To:	2M0003					
		No Physical Shipment					
						Schedule Total	[\$256.50]
					ReqID: 0000014804		
						Item Total for Line # 17	[\$256.50]
18- 1	Internet Access	985/12	3.0000	DAY	\$90.00	\$270.00	04/09/2016
	Ship To:	2M0003					
		No Physical Shipment					
						Schedule Total	[\$270.00]
					ReqID: 0000014804		
						Item Total for Line # 18	[\$270.00]

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Charity Major, CTCM, CTAM

06/02/2016



Texas Department of Insurance
Business Unit # 45400
Purchase Order # 16-1043
Purchase Order Change Notice (# 1)

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
19- 1	Power Package (22 per day)	985/12	3.0000	DAY	\$495.00	\$1,485.00	04/09/2016
	Ship To:	2M0003					
		No Physical Shipment					
						Schedule Total	<input type="text" value="\$1,485.00"/>
					<u>ReqID:</u> 0000014804		
						Item Total for Line # 19	<input type="text" value="\$1,485.00"/>
20- 1	Pro Video Camera	985/12	1.0000	EA	\$758.70	\$758.70	04/09/2016
	Ship To:	2M0003					
		No Physical Shipment					
						Schedule Total	<input type="text" value="\$758.70"/>
					<u>ReqID:</u> 0000014804		
						Item Total for Line # 20	<input type="text" value="\$758.70"/>
21- 1	Audio Visual Package	985/12	1.0000	DAY	\$684.00	\$684.00	04/09/2016
	Ship To:	2M0003					
		No Physical Shipment					
						Schedule Total	<input type="text" value="\$684.00"/>
					<u>ReqID:</u> 0000014804		
						Item Total for Line # 21	<input type="text" value="\$684.00"/>

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Charity Major, CTCM, CTAM

06/02/2016



Texas Department of Insurance
Business Unit # 45400
Purchase Order # 16-1043
Purchase Order Change Notice (# 1)

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
22- 1	Wireless Lav Mics	985/12	3.0000	EA	\$135.00	\$405.00	04/09/2016
	Ship To:	2M0003					
		No Physical Shipment					
						Schedule Total	[\$405.00]
					ReqID: 0000014804		
						Item Total for Line # 22	[\$405.00]
23- 1	Mixer	985/12	1.0000	DAY	\$45.00	\$45.00	04/09/2016
	Ship To:	2M0003					
		No Physical Shipment					
						Schedule Total	[\$45.00]
					ReqID: 0000014804		
	Wednesday (1 per day)					Item Total for Line # 23	[\$45.00]
24- 1	Internet Access	985/12	1.0000	DAY	\$90.00	\$90.00	04/09/2016
	Ship To:	2M0003					
		No Physical Shipment					
						Schedule Total	[\$90.00]
					ReqID: 0000014804		
	Wednesday					Item Total for Line # 24	[\$90.00]

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Charity Major, CTCM, CTAM

06/02/2016



Texas Department of Insurance
Business Unit # 45400
Purchase Order # 16-1043
Purchase Order Change Notice (# 1)

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
28- 1	Tripod Easels (5 per day)	985/12	3.0000	DAY	\$67.50	\$202.50	04/09/2016
	Ship To:	2M0003					
		No Physical Shipment					
						Schedule Total	\$202.50
					ReqID: 0000014804		
						Item Total for Line # 28	\$202.50
29- 1	22% Service Charge for Food & Beverage	961/15	1.0000	EA	\$4,939.00	\$4,939.00	04/09/2016
	Ship To:	2M0003					
		No Physical Shipment					
						Schedule Total	\$4,939.00
					ReqID: 0000014804		
	\$22,450.00 x 22% = \$4,939.00					Item Total for Line # 29	\$4,939.00
30- 1	A/V Service Charge	985/12	1.0000	EA	\$2,441.56	\$2,441.56	04/09/2016
	Ship To:	2M0003					
		No Physical Shipment					
						Schedule Total	\$2,441.56
					ReqID: 0000014804		
	\$9,988.20 x 22% = \$2,441.56					Item Total for Line # 30	\$2,441.56

Authorized Signature

Charity Major, CTCM, CTAM

06/02/2016



Texas Department of Insurance
Business Unit # 45400
Purchase Order # 16-1043
Purchase Order Change Notice (# 1)

Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
31- 1	Additional expenses for food and service charges for April 6-9, 2016 DD Certification Course.	961/15	1.0000	EA	\$2,599.32	\$2,599.32	06/02/2016
	Ship To: 2M0003						
	No Physical Shipment						
						Schedule Total	\$2,599.32
					ReqID: 0000015640		
						Item Total for Line # 31	\$2,599.32
						Total PO Amount	\$42,418.08

All Shipments, Shipping papers, invoices and correspondence must be identified with our Purchase Order Number. Over shipments will not be accepted unless authorized by Purchaser prior to Shipment.

The Purchase Order Terms and Conditions can be found at:
<http://www.tdi.texas.gov/general/aspurch.html>

Authorized Signature
Charity Major, CTCM, CTAM
06/02/2016