Agreement

This agreement, executed this __22__ day of _July, _2019__, by and between the Rector and Visitors of the University of Virginia (the “University”) and _Boar’s Head Resort_ (the “Hotel”).

Term

The term of this Agreement will be for two years effective upon execution of this Agreement, with the ability to renew on the same or similar terms and conditions for four (4) additional two-year periods. The Hotel and the University will mutually agree at least 180 days prior to each renewal option whether to renew the terms of this Agreement.

Witness

The Purchasing Manual for Institutions of Higher Education and their Vendors (the “Manual”) specifies those policies which govern the purchasing processes at specifically designated publicly-funded colleges and universities who are eligible to be or are governed by Subchapter 3 of the Restructured Higher Education Financial and Administrative Operations Act, § 23-38.88 et seq. of the Code of Virginia and Chapters 824 and 829, Acts of Assembly, 2008. Section 7 of the Manual details the exceptions to competitive requirements. The University, acting in full compliance with the Manual, engaged in negotiation to establish multiple lodging and conference facility (the “goods and Services”) Agreements with local Charlottesville, Virginia vendors. The University and the Hotel wish to express in this Agreement the specific basis on which the Hotel will provide the Goods and Services to the University.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

1. Contents
   This agreement will serve as the entire agreement.

2. The services provided by the Hotel will include, but not be limited to, the following:
   A. General Lodging Services will include:
      1. Accept cancellations for transient room reservations up until 4 PM on the day of arrival if checking in Sunday through Wednesday for no charge for all reservations involving nine or less rooms. If reservations are not cancelled by 4 PM, a “no show” charge may be applied for the first nights room and tax.
      2. Accept cancellations on transient room reservations until 12 PM seven days before check-in for all reservations involving 9 or less rooms checking in Thursday through Saturday. If reservations are not cancelled by 12 PM, a “no show” charge may be applied for the first nights room and tax.
      3. Hotel will waive the per room resort fee for all University booked business. Resort fee services include providing the following:
         a) Wireless internet access
         b) Daily newspaper
         c) Parking
         d) Use of fitness center, including sauna and steam rooms
         e) Use of Hotel’s fishing equipment
         f) Use of Hotel’s bicycles
   B. Conference Services will include:
      1. Allow for University departments to use the Audio Visual (“AV”) Services of University AV contract vendors. The Hotel will honor the AV pricing detailed in the University’s AV contracts, and will not charge the University a surcharge or premium for using these University AV contract vendors. For a list of the University AV contract vendors, go to: http://www.procurement.virginia.edu/pagecontracts&category=Audio-Visual
      2. Maintain compliance with all local, state, and/or federal food sanitation and health requirements. Also obtain all local permits or licenses which are required to conduct a catering/food operation business.
   C. Customer Service will include
      4. Return phone calls and e mails from the University within three business hours for transient lodging, 24 hours for group reservations.
      5. Provide phone support hours (seven days a week between the hours of 8 AM and 8:00 PM Eastern Time)
      6. Provide an account manager specifically assigned to manage the University’s account. This individual will be the main contact for all University issues beyond those of which are typically handled by the front reservation desk. Such as, but not limited to: quality issues, payment and billing questions, and large group/conference reservation requests.
7. Notify reserving University departments, individuals, and the University Contract Administration ("UCA"), identified in section J, of any expected, unexpected, planned, or unplanned changes or occurrences to the Hotel’s facilities or immediate surrounding areas which may impact reservations negatively. Such as, but not limited to: construction, flooding, pest control issues (bed bugs), or the closure of onsite recreational amenities or restaurants for whatever reason.

8. Provide, when required by the Hotel, the University Departments with a simple University Approved Order Confirmation Document for the Hotel ("OCD") to sign (see Attachment 3). During the term of this Agreement, the Hotel agrees not to present or request for signature any other contract, agreement, direct bill application, and/or an OCD other than the University approved OCD shown in Attachment 3. The OCD form should only be used for group (10 or more people) and/or conference services reservations, not individual or small group reservations (9 or less people).

D. Technology will

1. Allow for the University to make lodging reservations via a third party booking tool that operates using information pulled from the Global Distribution System ("GDS"). The ensure that the GDS tool functions correctly, with up to date accurate reservation information, the Hotel will ensure all availability is in the GDS with live content and pricing

E. Fees

2. Lodging Rates

   a) For Transient Lodging a 20% off Best Available Rate ("BAR"). BAR rates can be seen on the Hotel’s website and are to be made available until the last room is sold. www.boarshheadinn.com

   b) The following are blackout dates for University rates

      i. University Graduation Weekend
      ii. University Reunion weekends
      iii. Foxfield weekends
      iv. Parents Weekend
      v. University Home Football weekends

   c) At the time of booking, the Hotel will do a price analysis. If 20% off of the BAR being offered on the day of check-in is lower than the room rate booked at the time of reservation, the Hotel will charge the University the lower rate of the two. If the hotel is offering a room at a lower rate, the Hotel will complete the reservation at this lower rate. The Hotel guarantees that the 20% University discount is the highest discount being offered and equates to the lower room rate available. This will be known as the "UVA Lowest Rate Guarantee"

   d) Group Lodging (defined as groups of 10 rooms or more) will be negotiated per reservation. Courtesy room blocks of 10 or more rooms are considered group lodging.

3. Conference Room Rates & Fees

<table>
<thead>
<tr>
<th>CONFERECE ROOM PRICING</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Banquet Room</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Albemarle</td>
<td>728</td>
<td>$500.00</td>
<td>$375.00</td>
</tr>
<tr>
<td>Arbor</td>
<td>1,140</td>
<td>$600.00</td>
<td>$450.00</td>
</tr>
<tr>
<td>Original Ballroom</td>
<td>3,330</td>
<td>$1,500.00</td>
<td>$1,125.00</td>
</tr>
<tr>
<td>Blue Ridge</td>
<td>620</td>
<td>$500.00</td>
<td>$375.00</td>
</tr>
<tr>
<td>Board Room</td>
<td>1,128</td>
<td>$1,000.00</td>
<td>$750.00</td>
</tr>
<tr>
<td>Board Room I</td>
<td>552</td>
<td>$500.00</td>
<td>$375.00</td>
</tr>
<tr>
<td>Board Room II</td>
<td>552</td>
<td>$500.00</td>
<td>$375.00</td>
</tr>
<tr>
<td>Coach</td>
<td>504</td>
<td>$500.00</td>
<td>$375.00</td>
</tr>
<tr>
<td>Commonwealth</td>
<td>676</td>
<td>$500.00</td>
<td>$375.00</td>
</tr>
<tr>
<td>Ednam Hall</td>
<td>1,392</td>
<td>$1,200.00</td>
<td>$900.00</td>
</tr>
<tr>
<td>Ednam East</td>
<td>696</td>
<td>$600.00</td>
<td>$450.00</td>
</tr>
<tr>
<td>Ednam West</td>
<td>696</td>
<td>$600.00</td>
<td>$450.00</td>
</tr>
<tr>
<td>Grand Ballroom</td>
<td>5,500</td>
<td>$3,000.00</td>
<td>$2,250.00</td>
</tr>
<tr>
<td>Pavilion I</td>
<td>1,800</td>
<td>$1,000.00</td>
<td>$750.00</td>
</tr>
</tbody>
</table>
4. Catering Rates & Fees
   a) All catering fees will be negotiated per event.

5. AV Equipment Rental Fees
   a) Will be negotiated per group
   b) Additional service charge fees: a 20% gratuity / service fee for catering, room rental, and AV rental. Special promotions may be sold as inclusive and will not have a separate tax and gratuity fee added.
   c) Current local tax

6. Special Event weekends are dates in which there is a two night minimum stay required. Special event weekends are as follows:
   a) All state and National Holiday weekends
   b) University Graduation weekend – three day minimum
   c) University home football weekends
   d) University Alumni / Reunion weekends for
      1. The University
      2. The Medical School
      3. Law School
      4. Darden
      5. University Parent’s Weekend
      6. Foxfield Weekends
      7. Homecoming Weekend

F. Attrition and Cancellation Terms
   1. For transient lodging (defined as being a reservation with 9 or less rooms), see section 2.A.1.
   2. For group lodging
      a) The minimum number of rooms that must be associated with a reservation before attrition or cancellation fees may apply is 10 rooms.
      b) All rooms that are proven to be used by persons attending the event shall be counted in the Room Block. These include, but are not limited to: all persons who, for whatever reason, do not receive the Group rate – late reservations, corporate rates, government rates, etc.
      c) Any pre and/or post nights rooms proven to be used by persons attending the event shall be counted in the Room Block. These include, but are not limited to: all persons who, for whatever reason, do not receive the group rate – late reservations, corporate rates, government rates, etc.
      d) The attrition and cancellation fees will only apply if the Hotel is unable to resell the rooms
      e) Attrition or cancellation invoices will be sent after the date of the event
      f) Calculations and percentages used for lodging attrition fees are as follows

<table>
<thead>
<tr>
<th>Days before Check-in</th>
<th>Allowable % Attrition</th>
<th>% Charge beyond allowable amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>From time of reservation confirmation till group arrival</td>
<td>30%</td>
<td>70% of room price</td>
</tr>
</tbody>
</table>

g) Calculations and percentages used for lodging cancellation fees are as follows. Cancellation calculations are made after allowable attrition allowances have been applied.
3. For Courtesy Blocks
   a. Courtesy block is defined as group lodging (10 or more rooms) held on the behalf of the University with the intent of guests completing reservations on own and with their own payment.
   b. In the event that rooms reserved in a courtesy block are paid for with the University Travel & Expense card, all charges will be counted toward University spend and be subject to the University rebate (see section G.2)
   c. Courtesy Blocks will be subject to the same attrition and cancellation policies as group lodging.
   d. The Hotel and UVA Department holding courtesy block agree to proactively communicate at least 1 week in advance of the release date to inform of number of rooms unfilled.

4. For Catering Services:
   a. The cancellation fees will only apply if the Hotel is unable to book another event of at least 75% of the anticipated revenue of the cancelled event.
   b. Attrition or cancellation invoices will be sent after the date of the scheduled event.
   c. Calculations for catering cancellation and attrition fees will be based upon the food and beverage minimum agreed upon in the OCD.
   d. No catering or cancellation penalty will be applied if function is re-booked and actualized within 6 months of the original event date.
   e. Catering attrition and cancellation fees are as follows

<table>
<thead>
<tr>
<th>Days prior to Event</th>
<th>Allowable Attrition / % Charge beyond allowable amount</th>
<th>Cancellation Percentage Amount Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>From the time of reservation confirmation till event</td>
<td>30%</td>
<td>100% beyond the allowable attrition amount</td>
</tr>
</tbody>
</table>

f. For conference Services

<table>
<thead>
<tr>
<th>Days before Event</th>
<th>% Charged for cancellation</th>
</tr>
</thead>
<tbody>
<tr>
<td>From signature of OCD until 180 prior to event</td>
<td>waived</td>
</tr>
<tr>
<td>179 – 60 days prior to event</td>
<td>40% of F&amp;B Minimum</td>
</tr>
<tr>
<td>59 -30 days prior to event</td>
<td>50% of F&amp;B Minimum</td>
</tr>
<tr>
<td>29-0 days prior to event</td>
<td>70% of F&amp;B Minimum</td>
</tr>
</tbody>
</table>

G. Ordering and Payment Processes
   1. No prepayments or deposits will be required
   2. The Hotel will accept the University T&E Card as the method of payment for the Hotel’s Goods and Services. At the time of reservation, the Hotel will
      a) Provide the University with a lodging rate as details in Section E.
3. At the time of guest check-in, the Hotel may collect from the guest a form of payment to be used for non-allowable charges.

4. If there is a problem with the University’s T&E Card on file to be used for payment, the Hotel will not let that disrupt the check-in process. After check-in has been completed the Hotel will contact the University department T&E Card holder and/or the appropriate University’s T&E Card Administrator(s) (identified in section J).

5. For clarification, the University T&E Card being used for payment will
   a) Not match that of the name of the guest checking in
   b) Will not be present at time of check-in.

6. At check out, the Hotel will charge University allowed charges to the T&E Card and send an itemized billing summary to the T&E Card holder.

H. Auditing and Quality Control Services will include
   1. Hotel may not charge fees higher than those listed in Section E. If during the term of this Agreement it is discovered that the Hotel is charging higher fees than those detailed in this Agreement, then the Hotel and University will work together towards a resolution.
   2. The Hotel will ensure that only allowable charges are charged to a University T&E Card. Allowable charges are: room, tax, and meals. Any non-business charges (personal nature) such as movies, laundry, spa services, etc. would be classified as non-authorized. The hotel must provide the T&E card holder an invoice at time of checkout detailing all charges to their T&E Card.
   3. Hotel will take T&E Card information over the phone or directly through the Hotel’s website reservation system, and will not ask for T&E Card numbers to be faxed or e mailed. Hotel may ask that an e mail confirming the reservation details be sent stating that payment is to be applied to their T&E Card. Card holders can give permission to the Hotel to keep their T&E card information on file to be used for future reservations. If permission is granted, Hotel will store the University T&E Card information in a secure environment in compliance with PCI requirements. If the T&E card holder does not grant permission, Hotel will use card information exclusively for the single transaction and then delete the information in a secure manner.

I. Contract Administrators
   The individuals named below will serve as the identified Contract Administrators for their respective areas:

   University Contract Administrator (“UCA”)
   Raegan Harouff
   University Travel Manager
   Department of Procurement and Supplier Diversity Services
   University of Virginia
The Hotel will not make any commitments or comments or take any actions on behalf of the University without the explicit direction of the Contract Administrator. The University reserves the right to change its Contract Administrator upon notice to the Hotel.

Acceptance

For the Rector and Visitors
of the University of Virginia

[Signature]

John McHugh, Interim Procurement Director
Procurement and Supplier Diversity Services

7/24/2019
Date

For Hotel

[Signature]

Russ Cronberg, General Manager

7/25/19
Date
# Certificate Of Completion

**Envelope Id:** 25EDCD5ACCEE499C913BB481A2F58B6B

**Status:** Delivered

**Subject:** Please DocuSign: Boar's Head Hotel Agreement July 23, 2019 Darby G.,docx

**Source Envelope:**
- Document Pages: 6
- Certificate Pages: 1
- AutoNav: Enabled
- Enveloped Stamping: Enabled
- Time Zone: (UTC-05:00) Eastern Time (US & Canada)

**Envelope Originator:**
- Patrick Wood
- 100 Phoenix Drive Suite 111
- Ann Arbor, MI 48108
- wpw3r@virginia.edu
- IP Address: 128.143.20.253

## Record Tracking

**Status:** Original
- 7/23/2019 4:01:41 PM

**Holder:** Patrick Wood
- wpw3r@virginia.edu

**Location:** DocuSign

## Signer Events

**Signer Events**
- John McHugh
  - jm7v@virginia.edu
  - Interim Director of Procurement and Supplier Diversity Services
  - University of Virginia - UVAFinance
  - Security Level: Email, Account Authentication (None)
  - Electronic Record and Signature Disclosure: Not Offered via DocuSign

**Signature**

![Signature](200505951635771)

**Signature Adoption:** Pre-selected Style

- Using IP Address: 73.12.29.117
- Signed using mobile

**Timestamp**
- Sent: 7/23/2019 4:03:23 PM
- Viewed: 7/24/2019 6:40:46 AM
- Signed: 7/24/2019 6:41:31 AM

## In Person Signer Events

**Signature**

- Not offered via DocuSign

## Editor Delivery Events

**Editor Delivery Events**
- Patrick Wood
  - wpw3r@virginia.edu
  - University of Virginia - UVAFinance
  - Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:** Not Offered via DocuSign

**Status**

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- Sent: 7/24/2019 6:41:32 AM
- Viewed: 7/24/2019 8:01:12 AM

## Agent Delivery Events

**Status**

**Timestamp**

## Intermediary Delivery Events

**Status**

**Timestamp**

## Certified Delivery Events

**Status**

**Timestamp**

## Carbon Copy Events

**Status**

**Timestamp**

## Witness Events

**Signature**

**Timestamp**

## Notary Events

**Signature**

**Timestamp**

## Envelope Summary Events

**Status**
- Envelope Sent
  - Hashed/Encrypted
- Certified Delivered
  - Security Checked

**Timestamps**
- 7/24/2019 6:41:32 AM
- 7/24/2019 8:01:12 AM

## Payment Events

**Status**

**Timestamps**