Agreement

This agreement, executed this 1st day of March, 2019, by and between the Rector and Visitors of the University of Virginia (the “University”) and Honeywood (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
   These documents are hereby incorporated into this Agreement:
   A. Agreement Attachment 1, Contractual Provisions;
   B. Agreement Attachment 2, Procedure for Resolution of Contractual Claims;
   C. Hotel’s proposal dated for a two year period that may be renewed four times;
   D. Hotel’s response to negotiations with the University

   To the extent that the terms of the various Agreement documents are in conflict, the terms of this Agreement, Agreement Attachment 1, and Agreement Attachment 2 will prevail over all other Agreement documentation.

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 room reservations up until 4 PM on the day of arrival 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 reservations associated with any cooperative contracted pricing for which the University may qualify (for example: General Services Administration (“GSA”), Educational and Institutional Cooperative Purchasing (“E&I”), US Communities, etc.)
      3. Provide complimentary breakfast, internet access, and parking for University booked business.

   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. Allow for the University to select a third party caterer to provide catering services for an event at the Hotel. There is no surcharge for this.

3. 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
   1. Return phone calls and emails from the University within three business hours
   2. Provide phone support hours (seven days a week between the hours of 7:30 AM and 7:00 PM Eastern Time)
   3. 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.
      a. Account Manager: Amber Frazier
      b. Phone: 434-465-0953
      c. Email: Amber.Frazier@hilton.com
   4. 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.
   5. 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
   1. Federal and State per diem rates
      a. The Hotel will extend Federal and State per diem rates for lodging and catering / conference services with the following restrictions:
         i. Individuals must present a personal issued federal / state identification upon check-in. For additional clarification, the University of Virginia Faculty / Staff identification cards will be recognized as acceptable state identification and be granted the state per diem rates.
         ii. These rates do not have last room availability and are subject to an allotment per night.
2. Lodging Rates
   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.
   b. There are no blackout dates for the University rates
   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, but at a minimum the University will receive at least the 20% off of BAR. Courtesy room blocks of 10 or more rooms are considered group lodging.
   e. Homewood Suites Tiered rates will apply as follows: 1-6 nights of lodging 20% off ("BAR")
      7-14 nights of lodging 5% off ("BAR") 15-29 nights of lodging 5% off ("BAR") 30+ nights of lodging rate of $102.00 per night.

3. Conference Room Rates & Fees

<table>
<thead>
<tr>
<th>Room</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Albemarle</td>
<td>$200.00</td>
</tr>
<tr>
<td>Cavalier</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

4. Catering Rates & Fees
   a. Homewood Suites does not offer catering services.
   b. Outside food or catering companies are permitted.

5. AV Equipment Rental Fees
   a. Complimentary

6. Additional service charge fees:
   a. Current local tax

F. Attrition and Cancellation Terms
   1. For transient lodging (defined as being a reservation with 9 or less rooms), please 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. Any transient University business (defined as being a reservation with 9 or less rooms) occurring within 3 days pre or post of the group lodging 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.
   e. The attrition and cancellation fees will only apply if the Hotel is unable to resell the rooms
   f. Attrition or cancellation invoices will be set after the date of the event
   g. 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>Time of reservation – 15 days</td>
<td>100%</td>
<td>0%</td>
</tr>
<tr>
<td>14 – 0 days</td>
<td>50%</td>
<td>100% of quoted room price</td>
</tr>
</tbody>
</table>

h. Calculations and percentages used for lodging cancellation fees are as follows. Cancellation calculations are made after allowable attrition allowances have been applied.

<table>
<thead>
<tr>
<th>Days before Check-in</th>
<th>% Charged for cancellation of group reservation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Time of reservation – 15 days</td>
<td>No charge</td>
</tr>
<tr>
<td>14 – 0 days</td>
<td>100%</td>
</tr>
</tbody>
</table>

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 agrees to communicate with the University Department holding the courtesy block as attrition deadlines approach. Hotel will communicate at least five (5) days prior to first attrition deadline to confirm whether and when to release any unfilled rooms.

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>Time of Reservation – 4 days</td>
<td>100% / no charge</td>
<td>No charge</td>
</tr>
<tr>
<td>3 – 0 days</td>
<td>50% / 100%</td>
<td>100%</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>Time of reservation – 4 days</td>
<td>No charge</td>
</tr>
<tr>
<td>3 – 0 days</td>
<td>50%</td>
</tr>
</tbody>
</table>

G. Rebates and Certificates
   1. The Hotel will rebate the University with 2 complimentary room night certificates each year. The room rebate will be given in the form of room certificates that are good for one night’s stay at the
Hotel and will be valid for one year from the date of issue. The certificates are transferable and can be used by anyone the University assigns them to.

2. The certificates may be sent via e-mail directly to the UCA (see section J) or the certificates can be mailed to the University no later than the 30th of each January, with the expiration date reading 1 FEBRUARY of the subsequent year (if the certificates are sent on 30 JANUARY 2019, the expiration date should read 1 FEB 2020). The certificates will be sent to:

Attention: Raegan Harouff
1001 North Emmet St.
PO Box 400202
Charlottesville, VA 22904

In the event that the certificates are not sent or postmarked by the date specified above (30 JANUARY), the hotel agrees to give 1 additional certificate per week of delinquency. Additional certificates should be received at the above address no later than 1 week after the due date. The first week of delinquency will be applied on January 31st and in increments of seven days thereafter.

3. The Hotel will pay the University a 5% rebate (the “University rebate”). The rebate will be paid quarterly. The 5% rebate is based upon all University business paid via the Travel & Expense card (“T&E Card”) to the Hotel.

4. The Hotel will register and participate in the annual Travel Expo, which is normally held in the first half of each year. The hotel will commit to providing a door prize with a minimum of $100.00 USD value.

H. 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.
   b. Collect needed guest information
   c. Collect T&E Card information to be used for payment
   d. If applicable, the Hotel may also request for the University department to sign the Hotels OCD.
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.
   c. Third party credit card authorization form will not be required
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.
I. 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 will send a check to the University for the amount of
      a. A University contract compliance audit fee of $200
      b. The total amount of all overcharges discovered in the University pricing audit. Pricing audit will go back at least 12 months.
   2. The Hotel agrees to submit a report of all University T&E Card spend with rebate on a quarterly basis. These reports can be mailed to the address above (Section G.1) or electronically to
      Patrick Wood, Procurement Specialist, wpw9r@virginia.edu, 434-924-3507
   3. The Hotel will ensure that only allowable charges are charged to a University T&E Card. Allowable charges are: room and tax only, unless otherwise specified by the cardholder. 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.
   4. 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. Third party credit card authorization form will not be required for T & E card use. Card holders may 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.

J. 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
   Office: 434-924-4354

   Travel and Expense Card Administrator
   Office Hours: Monday thru Friday, 7 AM to 4 PM Eastern Standard Time
   Crystal Dollens
   Assistant Purchasing Card Administrator

   Department of Procurement and Supplier Diversity Services
   University of Virginia
   Office: (434) 924 - 2705
   cml8y@virginia.edu
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

John McHugh, Interim Procurement Director
Procurement and Supplier Diversity Services
1/10/2019
Date

For Hotel

Ambra Fraizer
General Manager
Area Director of Sales
1/11/2018
Date