



**EMBASSY
SUITES**
by HILTON™

Austin - Arboretum

GROUP SALES AGREEMENT

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between Embassy Suites Austin Arboretum and Texas Association of City & County Health Officials on Thursday, June 22, 2023 outlines specific conditions and services to be provided.

Company Name:	Texas Association of City & County Health Officials	Hotel Name:	Embassy Suites Austin Arboretum
Address:	P.O. Box 142343 Austin, Texas 78714	Address:	9505 Stonelake Blvd. Austin, TX 78759
Name:	Jennifer Smith	Sales Manager:	Gisselle Valiente
Title:	Executive Director	Title:	Director of Sales and Marketing
Phone:	5128097201	Phone:	5122314075
Email:	jsmith@taccho.org	Email:	gissellevaliente@remingtonhotels.com
Name of Event:	TACCHO FY 2023-2024 - Quarterly Leadership and Membership Meetings	Event Dates:	Multiple – See Below

GUEST ROOM and GROUP ROOM RATES COMMITMENT

The hotel agrees that it will provide and Texas Association of City & County Health Officials agrees that it will be responsible for utilizing the total number of room nights as indicated below. Based upon Texas Assn of City & County Health Official's total program requirement as outlined in this agreement, Hotel is pleased to confirm the following group rates (net of all taxes):

Event 1		Standard King Suite	
	Occupancy	Rooms	Rate
Tue 10/17/2023	S	5	\$169.00
Wed 10/18/2023	S	10	\$169.00

Event 2		Standard King Suite	
	Occupancy	Rooms	Rate
Tue 12/12/2023	S	5	\$149.00
Wed 12/13/2023	S	10	\$149.00

Event 3		Standard King Suite	
	Occupancy	Rooms	Rate
Tue 2/6/2024	S	5	\$169.00
Wed 2/7/2024	S	10	\$169.00

Event 4		Standard King Suite	
	Occupancy	Rooms	Rate
Tue 4/9/2024	S	5	\$169.00
Wed 4/10/2024	S	10	\$169.00

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Event 5		Standard King Suite	
	Occupancy	Rooms	Rate
Tue 6/11/2024	S	5	\$169.00
Wed 6/12/2024	S	10	\$169.00

Event 6		Standard King Suite	
	Occupancy	Rooms	Rate
Tue 8/6/2024	S	5	\$149.00
Wed 8/7/2024	S	10	\$149.00

Guest room types cannot be guaranteed and rooms will be reserved on a first-come, first-served basis. Rooms are blocked on a space available basis. Hotel room rates are quoted per room per night and are subject to applicable state and local taxes at time of check in. Taxes are currently 17.81% but are subject to change.

TAX EXEMPT STATUS

If Texas Association of City & County Health Officials maintains a tax exempt status, Texas Association of City & County Health Officials must provide hotel with a valid tax exemption certificate (30) days prior to each group arrival date, in order to be exempt from tax charges.

SPECIAL CONCESSIONS

In consideration of the total guest room commitment and functions outlined herein, the Hotel is pleased to offer the following special concessions:

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- Meeting Planner Points for Hilton Honors Account # _____
- Complimentary Breakfast
- Complimentary Parking
- Complimentary Drink Tickets – 2 each night of guest's stay per registered guest on room
- Complimentary Guest Room Internet
- Meeting Space:
 - Rental for Day 1 Meetings - \$250.00++ for Half Section of Ballroom(A of B)
 - Complimentary Screen
 - Rental for Day 2 Meetings - \$750.00++ for Entire Ballroom
 - Up to (5) Complimentary Power Drops – additional power drops will be \$10.00++ per drop and we will only charge on the day of the full day Meeting
 - F&B Minimum of \$600.00++

NON-COMMISSIONABLE

The rates quoted in this letter of agreement are net, non-commissionable.

METHOD OF RESERVATIONS – INDIVIDUAL CALL-IN/ATTENDEE WEBSITE

Reservations will be made by individual attendees through their Group Booking Code. Individuals must identify themselves as being with the group, TACCHO Aug - Quarterly Leadership and Membership Meeting, at the time the reservation is made in order to receive the special group rate.

GUARANTEED RESERVATIONS

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Texas Association of City & County Health Officials agrees that all reservations will be guaranteed. Individuals can guarantee reservations with first nights pre-payment, or a credit card guarantee. An established Master Account or an approved Corporate Credit Card application can also guarantee rooming list reservations or individual reservations. This means that Texas Association of City & County Health Officials will be responsible for payment of one night's room and tax for all reserved rooms held beyond the 72 hour cancellation policy.

CUT OFF DATE

All guest room accommodations will be held until (3) Weeks prior to your meeting date for each month. After the "**Cut off date**" (dates for each month's program are listed below), all unreserved rooms will be released for sale to the general public. Any reservation requests received after the "**Cut off Date**" including modifications, name changes and additions for the group will be accepted on a space and rate available basis. Release of rooms for general sale following the "**Cut off Date**" does not affect Texas Assn of City & County Health Official's obligation as discussed in this agreement to utilize guest rooms.

- **Event 1 Cut Off Date: Monday, September 25, 2023**
- **Event 2 Cut Off Date: Friday, November 10, 2023**
- **Event 3 Cut Off Date: Monday, January 15, 2023**
- **Event 4 Cut Off Date: Monday, March 18, 2023**
- **Event 5 Cut Off Date: Monday, May 20, 2023**
- **Event 6 Cut Off Date: Monday, July 15, 2023**

HOTEL RELOCATION PROCEDURE

In the unlikely event that the Hotel is unable to provide a guest room to an attendee with a confirmed reservation on the day of arrival, the Hotel will provide for that attendee: (a) arrangements and payment for first nights' room charge and tax for accommodations at a comparable nearby Hotel, (b) transportation to and from the Hotel, (c) priority reservations for the first available room at the Hotel the next evening and (d) one long distance phone call of reasonable length to notify change of location. Determination of "a comparable nearby hotel" is the Hotel's sole discretion.

CHECK-IN/CHECK-OUT

Check-in time is 3:00PM. While the Hotel will make every reasonable effort to accommodate guests who arrive before the check-in time, guest rooms may not be immediately available. Baggage storage will be available for a small handling fee.

Check-out time is 12:00PM. Late check-out requests will be reviewed based on hotel demand. A late departure fee of \$75.00 per room may apply. An early departure fee of ½ of the nightly rate will apply to reservations that are changed after check-in. A late check-out after 5pm is subject to a charge equal to the published (non-discounted) rate for that night.

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PARKING

Parking for Hotel guests and attendees is complimentary.

MASTER ACCOUNT CHARGES

Attendees are responsible for all individual charges, room, tax and incidentals incurred at the Hotel. Payment of charges is due and payable upon check-out. Texas Association of City & County Health Officials will be responsible for all other charges incurred pursuant to this Agreement.

METHOD OF PAYMENT

Payment of the Master Account may be made by a credit card subject to approval by the Hotel's Accounting Department. Please complete and submit the enclosed credit card authorization form, upon signing the Agreement. This form will be used for your advance deposit and/or guarantee of future deposits and final payments

Should group have any balance after departure date, attrition, or cancellation charges the credit card that is used to guarantee payment will be utilized and charged once the group departs only if those fees apply. All deposits are non-refundable. Failure to remit the appropriate pre-payment on a timely basis will be considered a cancellation by Group and Group shall be liable for amounts as described in the cancellation provisions. Any and all deposits may be applied to fees or charges due to cancellation or attrition as outlined in this Agreement. Hotel reserves the right to revise the deposit schedule if Group's Event changes in size or expense.

FUNCTION SPACE

Based on the preliminary requirements indicated by Texas Assn of City & County Health Officials, Hotel has reserved function space outlined on the attached Function Agenda. **A tentative program must be provided to the Hotel by (30) days prior to the group arrival date of , and a definite program (14) days prior to arrival date. If tentative program is not received by due date, space will be held based on the preliminary program.** Any changes in the agenda, (i.e., number of people, time function space, etc.), should be given to Hotel as soon as such changes are known. Any on-site room set-up changes will result in additional labor or other charges, based on the changes requested.

FUNCTION/EVENT AGENDA

Embassy Suites Austin Arboretum does not guarantee specific rooms. We only guarantee adequate space. Meeting room assignments can be re-evaluated based on decreases in guest room pickup or event attendance.

Date	Time	Event Class	Setup	Agr	Rental
Wed, 10/18/2023 12/13/2023 2/7/2024 4/10/2024 6/12/2024 8/7/2024	12:00 PM - 5:00 PM	Meeting – Remington A or B	U Shape	15	\$250.00++
Thu,	7:30 AM - 4:00 PM		U Shape	30	\$750.00++

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10/19/2023 12/14/2023 2/8/2024 4/11/2024 6/13/2024 8/8/2024		Meeting – Remington Ballroom			
Thu, 10/19/2023 12/14/2023 2/8/2024 4/11/2024 6/13/2024 8/8/2024	12:00 PM - 1:00 PM	Lunch – <i>paid for by Vendor unless otherwise specified</i>	Existing Setup	15	

In the event the room originally designated for your event shall be unavailable or inappropriate, the Hotel reserves the right to make reasonable substitutions in meeting and banquet rooms.

FUNCTION SPACE CHARGES

Based on the function space requirements identified on the Function/Event Agenda outlined in this agreement, Hotel's function space fees are **<\$1000.00>**.

FOOD AND BEVERAGE MINIMUM REVENUE REQUIREMENT

The Hotel is relying upon food and beverage functions outlined on the Function Agenda. Texas Association of City & County Health Officials agrees to be responsible for payment of the following minimum food and beverage revenue (excluding meeting room rental, audio visual, service fees, gratuities and taxes), **<\$600.00>**. This is the minimum amount Texas Association of City & County Health Officials will be responsible to pay regardless of any drop in attendance or cancellation of functions. Average cost pricing is used to determine minimum revenue requirements. Client agrees minimum revenue requirement is not a final cost but a minimum obligation to hotel, and does not include meeting room rental or audio visual. All food, beverage, audio/visual, room rental and setup charges are subject to prevailing gratuities/service fees and taxes.

BANQUET FUNCTION

Texas Association of City & County Health Officials must confirm all menu selections and arrangements in writing no later than 14 days prior to event. If such confirmation is not received by that date, requested menu selections may not be available. This contract is based on current pricing for food, beverage, room rental and audio/visual equipment rental exclusive of tax and gratuities/service fees. If the minimum food and beverage requirements as outlined below are not met, Texas Association of City & County Health Officials agrees to pay Embassy Suites Austin Arboretum the difference.

It is the responsibility of Texas Association of City & County Health Officials to call the Embassy Suites Austin Arboretum catering office to guarantee attendance no later than one week prior to the first day of the meeting/function. The Hotel will be prepared to set up to a five percent (5%) overage up to 100 attendees. Once received, the guarantees cannot be decreased. If no guarantee is received, the expected number of guests on the original banquet event order will become the guarantee. Charges will be based on your actual attendance or the

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minimum guarantees as stated in your banquet event order, whichever is greater. Texas Association of City & County Health Officials will be liable for all food and beverage charges related to the function. Unless prior billing arrangements have been made, full payment for your function must be made one week in advance of the first event, or the hotel reserves the right to cancel the event(s) and retain any advance deposits.

FOOD AND BEVERAGE

All food and beverage provided in meeting rooms or restaurants must be supplied and prepared by the Hotel, subject to State and local alcoholic beverage laws. Food and beverage purchased at the Hotel may not be removed from the premises due to health department regulations and applicable alcoholic beverage laws and regulations. If alcoholic beverages are to be served on the hotel premises, (or elsewhere under the hotel's alcoholic beverage license), the Hotel will require that alcohol be provided by the Hotel and that such beverages be dispensed only by hotel servers and bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are under age.

GRATUITY AND TAXES

All banquet charges are subject to a 26% gratuity, this includes Food/Beverage, Room Rental, and Misc. Items such as Linens. Labor charges, such as bartender fees, wait staff fees and room rental charges are taxable. Groups claiming tax exemption privileges must submit a copy of tax exemption form when the Agreement is returned. All taxes and service charges are subject to change without notice.

SUBCONTRACTORS

If Texas Association of City & County Health Officials wishes to hire subcontractors, outside vendors, to provide any goods or services at Hotel during the event, Hotel may, in its sole discretion, require that such vendor provide Hotel an indemnification agreement and proof of adequate insurance. Texas Association of City & County Health Officials agrees to have any subcontractors sign a "Code of Conduct and Policies Agreement" and abide by the Hotel rules and regulations.

CONDUCT OF EVENT

Organization agrees to conduct the functions in an orderly manner in full compliance with applicable laws, regulations and Hotel rules. Organization agrees to be responsible for any damage done to the premises and/or equipment and furnishings during the time they are under organization's control or the control of any employee, guest or independent contractor of the organization. In addition, in the event the conduct of the attendees at the functions causes the Hotel to offer a concession to another group staying at the Hotel, Texas Association of City & County Health Officials agrees to be responsible for the reimbursement to the Hotel for any concession offered to the other group. In the event the conduct of the attendees at the function is determined, in the Hotel's sole discretion, not to be orderly or in full compliance with applicable laws, regulations and/or Hotel rules, Hotel reserves the right to immediately terminate this contract without penalty and attendees at the function must leave the premises when instructed to do so. In the event this contract is terminated due to the conduct of the attendees of the events, Hotel shall be released from all liability associated with the contract termination. Further, in the event Texas Association of City & County Health Officials misrepresents the nature of the events and the content of the events is determined to be objectionable, in Hotel's sole discretion, Hotel has the right to immediately terminate this contract without penalty and Hotel is released from all liability associated with contract termination.

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Displays, exhibits, booths and other similar activity under the control of the organization must be removed from the premises no later than the time and date specified on the contract so that the room is left in a neat and clean condition. Failure to do so will result in a charge based on labor and cleaning costs.

SIGNAGE/DISPLAYS

Any items to be put on, affixed to or placed upon any meeting room or lobby walls, or directional signs, as well as the materials used to affix such, are subject to approval by the Hotel prior to installation or display. Customer is responsible for any damage caused by signage/displays and/or any loss of Customer's signage/displays. In the event Customer's signage/displays contain objectionable material, Hotel has the right to remove the objectionable material and cancel the event without penalty. Determination of what constitutes "objectionable material" is in Hotel's sole discretion and Hotel is released from any liability associated with cancellation of the event.

CONFERENCE SHIPPING AND RECEIVING

The Hotel is not responsible for any arrangements or expenses associated with the shipping of materials, merchandise, exhibits or any other items to and from the Hotel. The Hotel must be notified (3) days in advance, and any consignments shipped to the Hotel should include the following information on the package: "Attention: (onsite contact to collect package), along with the organization / conference name and arrival date. Materials will only be received 3 days prior to the event date. The handling fee will cover the following services:

- A. Receiving shipments
- B. Secured storage
- C. Distribution of meeting materials to and from meeting room locations.
- D. Repackaging and shipping (freight charges not included)

Handling fees will be charged to the Master Account as follows:

- | | |
|-------------------------|---|
| • 0lbs – 5lbs | Complimentary |
| • 6lbs – 20lbs | Complimentary |
| • 21lbs – 50lbs | \$15 per box |
| • Over 50lbs | \$25 per box |
| • Crates/Display cases: | \$25 per crate/case |
| • Pallets: | \$75 per pallet |
| • Pallet Storage: | Shipped more than 3 days prior to conference, additional \$25 per day |

The Hotel will not accept C.O.D. shipments and all arrangements with regard to shipping must be prepaid or billed to the Group Master Account. All shipments must be routed directly to the hotel.

PUBLICITY MATERIALS

For planning purposes, organization shall provide the Hotel with copies of all mailings and publicity directed to prospective meeting participants and guests when such materials are published. All signage and printed material containing the Hotel's name and logo must be approved by Hotel to insure compliance with applicable agreements and copyright laws. Advertising of any kind, including the name of the Hotel, is not permitted without prior written approval by the Hotel.

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PERFORMANCE LICENSES

Texas Association of City & County Health Officials will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including, without limitation, music, audio, or video recordings, art, etc.) that Texas Association of City & County Health Officials may use or request to be used at the Hotel.

ROOMS ATTRITION

Hotel is relying on Texas Association of City & County Health Officials to use 15 Total Room Nights. Texas Association of City & County Health Officials agrees that a loss will be incurred by Hotel should there be a reduction greater than 20% in Total Room Nights used.

Should the room nights actually used by Texas Association of City & County Health Officials be less than **80%** of the Total Room Nights, Texas Association of City & County Health Officials agrees to pay, as liquidated damages and not as a penalty, the difference between **80%** of the Total Room Nights and Texas Assn of City & County Health Official's actual usage of rooms multiplied by the average group rate plus any applicable taxes.

ADJUSTMENT TO PROVISIONS

All concessions outlined in this agreement, including those concessions offered on a complimentary basis, will be provided based on utilization of at least **80%** of the Total Room Nights agreed upon in the Guest Room Commitment. Should the group not achieve at least **80%** utilization by , all concessions will be subject to adjustment and the Hotel may also adjust the Function Space in direct proportion to the reduction in Total Room Nights.

CANCELLATION

Texas Association of City & County Health Officials agrees to provide Hotel with written notice of any decision to cancel agreement within five (5) days of such decision. Texas Association of City & County Health Officials agrees that cancellation of this commitment would constitute a breach of Texas Assn of City & County Health Official's obligation to the Hotel and the Hotel would be harmed. It is further agreed that it would be difficult to determine Hotel's actual harm and the chart below reasonably estimates the Hotel's harm for a cancellation. [The sliding scale on the chart reduces damages for early cancellation and reasonably estimates the Hotel's liability to lessen its harm by reselling Texas Assn of City & County Health Official's space and functions.] Texas Association of City & County Health Officials agrees to pay Hotel, as liquidated damages and not as a penalty, the amount listed in the Chart below. Immediately upon Hotel receiving cancellation notice the credit card on file will be charged.

Date of Decision to Cancel		Amount of Liquidated Damages Due
From 0-30 days prior to Each event arrival date	=	Full payment of guest rooms, room rental & estimated banquet charges
From 31-90 days prior to Each event arrival date	=	

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	90% of guest rooms, room rental & estimated banquet charges
From 91-180 days prior to Each event arrival date	= 75% of guest rooms, room rental & estimated banquet charges
More than 181 days prior to Each event arrival date	= 65% of guest rooms, room rental & estimated banquet charges

Once this Agreement is accepted and signed, there shall be no right of termination for the sole purpose of holding the same meeting or a smaller version in another facility. If Texas Association of City & County Health Officials schedules the program contemplated by this agreement within the same geographic region as the Hotel, Texas Association of City & County Health Officials shall be liable for the maximum amount indicated on the above chart.

Provided that Texas Association of City & County Health Officials notifies the Hotel of the cancellation in a timely manner, and pays the liquidated damages in a timely manner, Hotel agrees not to seek additional damages from Texas Assn of City & County Health Officials. Any and all deposits may be applied to fees or charges due to cancellation as outlined in this Agreement.

IMPOSSIBILITY

Neither party shall be responsible for failure to perform this Agreement if unanticipated circumstances beyond their control (including, but not limited to: acts of God; government regulation, including, but not limited to, government regulations prohibiting travel to the city in which the Hotel is located over the Event dates and/or the issuance of a "Level 3 Travel Warning" by the Centers for Disease Control that specifically advises travelers to avoid all non-essential travel to the city in which the Hotel is located and which travel advisory is in effect over the Event dates; terrorist attacks in the city in which Hotel is located; or declared war in the United States) make it illegal or impossible for Hotel to hold the Event. The affected party may terminate this Agreement without liability upon providing written notice to the other party within ten (10) days of the occurrence.

COMPLIANCE WITH LAW

This agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, and the like. Hotel and Texas Association of City & County Health Officials agree to cooperate with each other to ensure compliance with such laws.

CHANGES, ADDITIONS, STIPULATIONS, OR DELETIONS

Any changes, additions, stipulations, or deletions, including corrective lining out by either Hotel or Texas Assn of City & County Health Officials, will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other, with the exception of the following: any attempted modifications to the paragraph titled "Governing Law/Litigation Expenses" are void. Any attempted modifications to the paragraphs titled "American Disabilities Act Compliance (ADA)" and "Indemnification" must be approved and signed by a corporate officer in Dallas, Texas.

GOVERNING LAW/LITIGATION EXPENSES

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This agreement shall be governed by and interpreted under the laws of the state wherein the hotel is located, and exclusive jurisdiction and venue for any legal proceeding shall be the county and city wherein the hotel is situated. The parties agree that, in the event that litigation relating to this Agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorneys' fees.

AMERICAN DISABILITIES ACT COMPLIANCE (ADA)

The Hotel has made reasonable modifications in its practices, policies, and procedures as required under the American with Disabilities Act of 1990 (ADA). Further, the Hotel has made or has developed and implemented a plan to make ADA required alterations and elimination of architectural and communication barriers, where readily achievable.

INDEMNIFICATION

Each party to this Agreement shall indemnify, defend, and hold harmless the other party and its officers, directors, agents, and employees from and against any and all demands, claims, damages to person or property, losses and liabilities, including reasonable attorneys' fees (collectively, "Claims") to the extent arising out of or caused by the indemnifying party's negligence or willful misconduct in connection with the provision and use of Hotel as contemplated by this Agreement. This paragraph shall not waive any statutory limitations of liability available to either party, including innkeepers' limitation of liability laws, nor shall it waive any defense either party may have with respect to any Claim.

DECISION DATE

The arrangements outlined in this agreement will be held on a first option basis until **Friday June 30, 2023**, the Decision Date, by which date the Hotel must receive a signed copy of this agreement. However, should another organization request these dates and be in a position to confirm immediately, Texas Association of City & County Health Officials will be advised and given (48) hours to confirm on a definite basis. Should the Hotel not receive a signed copy of this agreement by the date set forth, the Hotel reserves the right to release all space for resale.

AGREEMENT SIGNATURES

This agreement shall become effective as of the date it is fully executed by both parties, provided that such execution occurs before **Friday June 30, 2023**. Until that effective date, no space or guest room arrangements described herein are binding on the Hotel. This agreement shall not be assigned. After this agreement has been properly executed by an authorized representative of the Texas Assn of City & County Health Officials, this agreement shall be returned to the Hotel by the decision date for acceptance and execution by an authorized representative of the hotel.

Texas Assn of City & County Health Officials

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By: *Jennifer Smith, ED*
jsmith@taccho.org
IP: 98.156.177.170
Sertifi Electronic Signature
DocID: 20230622163800945

Name: Jennifer Smith Executive Director

Dated: _____

By: *Gisselle Valiente*
gissellevaliente@remingtonhotels.com
IP: 167.187.101.178
Sertifi Electronic Signature
DocID: 20230622163800945

Name: Gisselle Valiente Director of Sales and Marketing

Dated: _____

By: *Paul Davis*
pauldavis@remingtonhotels.com
IP: 167.187.101.178
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DocID: 20230622163800945

Name: Paul Davis, General Manager

Dated: _____

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