

Agreement

This agreement, executed this 19th day of August, 2020, by and between the Rector and Visitors of the University of Virginia (the "University") and Hilton Garden Inn, 1793 Richmond Road, Charlottesville, Virginia 22911 (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

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:

- 1. The Property must be in the Charlottesville/Albemarle vicinity
- 2. 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.
- 3. 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.)
- 4. Provide internet access, and parking for University booked business.
- 5. Property must provide shuttle service to University of Virginia Grounds, if the property is more than one mile from Central Grounds or the Medical Center.

3. Standard Hotel Rating: The Property must be rated a 3 Diamond AAA property or higher at the time of contract signing, and must maintain this rating throughout the term of the agreement.

A. 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.

B. Customer Service will include

1. Return phone calls and e mails 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.
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).

CI. 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"). This will 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.

CII. 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.

3. Conference Room Rates & Fees

Conference room name	Cost
Peter Jefferson	\$ 400.00

4. Catering Rates & Fees

a. The Hotel will honor the current State/Government Per Diem, to be updated as necessary. As of January 2018:

Type of Meal	Cost
Breakfast	\$17.00
Lunch	\$18.00
Dinner	\$31.00

b. The Hotel will guarantee a price match for conference or catering events when compared to conference and catering serviced provided by other University lodging contract vendors.

5. AV Equipment Rental Fees

LCD Projector and Screen are included in rental fee. Dual Wireless Microphone system \$30.00 per event.

6. Additional service charge fees:

~~18%~~ ^{21%} a. 18% 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.

b. 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

Days before Check-in	Allowable % Attrition	% Charge beyond allowable amount
Time of reservation – 15 days	100%	0%

14 – 0 days	50%	100% of quoted room price
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h. Calculations and percentages used for lodging cancellation fees are as follows. Cancellation calculations are made after allowable attrition allowances have been applied.

Days before Check-in	% Charged for cancellation of group reservation
Time of reservation – 15 days	No charge
14 – 0 days	100%

3. For Courtesy Blocks

- 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.
- 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)
- Courtesy Blocks will be subject to the same attrition and cancellation policies as group lodging.
- 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:

- 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.
- Attrition or cancellation invoices will be sent after the date of the scheduled event.
- Calculations for catering cancellation and attrition fees will be based upon the food and beverage minimum agreed upon in the OCD.
- No catering or cancellation penalty will be applied if function is re-booked and actualized within 6 months of the original event date.
- Catering attrition and cancellation fees are as follows

Days prior to Event	Allowable Attrition / % Charge beyond allowable amount	Cancellation Percentage Amount Due
Time of Reservation – 4 days	100% / no charge	No charge
3 – 0 days	50% / 100%	100%

f. For conference Services

Days before Event	% Charged for cancellation
Time of reservation – 4 days	No charge
3 – 0 days	50%

G. Rebates and Certificates

- 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.
- 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 Jan. 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. If property is SWaM certified a 3% rebate or a minimum of \$1,500 will apply. Certification must be maintained throughout the term of the agreement. The University of Virginia's minimum annual rebate is \$2,500 per property/per fiscal year, July 1st – June 30th, on generated revenue.
4. The Hotel will register and participate in the annual Travel Expo. The hotel will commit to providing a door prize with a minimum of \$100.00 USD value.

Ordering and Payment Processes

5. No prepayments or deposits will be required
 6. 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.
 7. 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.
 8. 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).
 9. 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
 10. 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 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.

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

Office: 434-924-4354

Crh7p@virginia.edu

Travel and Expense Card Administrator

Raegan Harouff

Travel and Expense Card Administrator

Department of Procurement and Supplier Diversity Services

University of Virginia

Office: (434) 924 - 4354

Card@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

Signature: Jennifer Glassman
B11A6A7E62AE4A5

Jennifer Glassman
Director, Procurement and Supplier Diversity Services

9/2/2020
Date: _____

Hotel: Hilton Garden Inn

Signature: [Signature]
~~General Manager~~ Regional Director
of sales

8/31/2020
Date

Name of Account Manager (Point of Contact)

Amber Frazier

Phone Number
434-465-0953

Email Address
Amber.Frazier@Hilton.com

Certificate Of Completion

Envelope Id: E972D24D611D49D790E79A40D0A47DEB	Status: Completed
Subject: Please DocuSign: Hilton Garden Hotel New Agreement Amber Frazier 8312020 - 8302022.pdf	
Source Envelope:	
Document Pages: 7	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Patrick Wood
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	100 Phoenix Drive
	Suite 111
	Ann Arbor, MI 48108
	wpw9r@virginia.edu
	IP Address: 128.143.20.253

Record Tracking

Status: Original	Holder: Patrick Wood	Location: DocuSign
8/31/2020 12:22:10 PM	wpw9r@virginia.edu	

Signer Events

Signer Events	Signature	Timestamp
John Gerding jeg5y@virginia.edu Assistant Procurement Director University of Virginia - UVA Finance Security Level: Email, Account Authentication (None)	Completed Using IP Address: 128.143.20.253	Sent: 8/31/2020 12:27:40 PM Viewed: 8/31/2020 1:16:08 PM Signed: 8/31/2020 1:16:18 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jennifer Glassman
jg3tr@virginia.edu
Director, Procurement and Supplier Diversity Services
The Rector and Visitors of the University of Virginia
Security Level: Email, Account Authentication (None)

DocuSigned by:

B11A6A7E82AE4A5...

Signature Adoption: Pre-selected Style
Using IP Address: 137.54.252.229

Sent: 8/31/2020 1:16:19 PM
Viewed: 9/2/2020 8:42:31 AM
Signed: 9/2/2020 8:42:37 AM

Electronic Record and Signature Disclosure:
Accepted: 9/2/2020 8:42:31 AM
ID: 75aa11dc-9db3-46a9-bdc3-0022f28c69f5

In Person Signer Events

Editor Delivery Events

Patrick Wood
wpw9r@virginia.edu
University of Virginia - UVA Finance
Security Level: Email, Account Authentication (None)

Signature

Status

VIEWED

Using IP Address:

Timestamp

Sent: 9/2/2020 8:42:38 AM
Completed: 9/2/2020 9:08:53 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	9/2/2020 8:42:38 AM
Signing Complete	Security Checked	9/2/2020 9:08:53 AM
Completed	Security Checked	9/2/2020 9:08:53 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Internet2 OBO University of Virginia - Finance (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Internet2 OBO University of Virginia - Finance:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kmd4pj@virginia.edu

To advise Internet2 OBO University of Virginia - Finance of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at kmd4pj@virginia.edu and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Internet2 OBO University of Virginia - Finance

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to kmd4pj@virginia.edu and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Internet2 OBO University of Virginia - Finance

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to kmd4pj@virginia.edu and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> • Allow per session cookies

- | | |
|--|---|
| | <ul style="list-style-type: none">• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection |
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** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Internet2 OBO University of Virginia - Finance as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Internet2 OBO University of Virginia - Finance during the course of my relationship with you.

Amendment 001
Agreement Between
The Rector and Visitors of the University of Virginia
and
Hilton Garden Inn Charlottesville

The Rector and Visitors of the University of Virginia (the “University”) and Hilton Garden Inn Charlottesville (the “Hotel”) are amending the Agreement, whereby “Hotel” is contracted to provide accommodation services to the University.


Agreement Amendments are as follows:

Term Section:

The term of the Agreement is extended until December 31, 2022.

All other terms and conditions of the Agreement will remain in effect.

For the Rector and Visitors
of the University of Virginia

DocuSigned by:

B163FD2F8E67476...
Alita Salley
Director, Strategic Sourcing

Date: 2/1/2022

Hilton Garden Inn Charlottesville

DocuSigned by:

FC442A2B8D994C0...
Amber Frazier
Authorized Representative

Date: 2/1/2022

Tracking#UVA-AGR-1216 