

MASTER SERVICES CONTRACT
For HOTEL ROOM NIGHTS, CONFERENCE FACILITIES, CATERING, AND
RELATED SERVICES

This MASTER INDEPENDENT SERVICES CONTRACT (“Contract” or “Master Contract”) is made between The Board of Governors of the Colorado State University System, acting by and through Colorado State University, a body corporate and institution of higher education of the State of Colorado (hereinafter called the “University” or “CSU”); and Atrium Hospitality LP, as manager for Pool IV TRS LLC d/b/a Hilton Fort Collins (hereinafter called “Contractor”), an organization existing under the laws of the state of Colorado (singularly “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, authority to enter into this Contract arises from C.R.S. §§ 23-30-102, 23-30-120, and 23-31-101, *et seq.* with funds budgeted, appropriated or otherwise made available, and a sufficient unencumbered balance thereof remains available for payment of this Contract in University’s various fund numbers;

WHEREAS, the University selected Contractor pursuant to an appropriate Procurement exclusion; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the Parties agree to all recitals, terms, conditions and provisions contained herein.

AGREEMENT

I. TERM

- 1) Effective Date. This Contract shall commence on the Effective Date, which shall be the later of the date that it is signed by the University Controller. This Contract shall not be effective or enforceable and the University shall not be liable to pay the Contractor for performance hereunder until it is approved and signed by the University Controller or authorized delegate. The Contractor shall not begin work before receiving a fully executed Contract and instructions to proceed.
- 2) Term. The Term of this Contract shall commence on the Effective Date and shall terminate on June 30, 2030, unless sooner terminated or extended as specified herein.
- 3) Option to Extend.

By Mutual Agreement: The Parties may, upon mutual written agreement, extend this Contract for an additional term of Insert number of years or months (the “Renewal Term”).

Automatic Renewal: Upon expiration of the Term this Contract shall automatically renew for a five-year Term.

- 4) The total duration of this Contract, including any Renewal Term(s), shall not exceed ten (10) years.

II. PURPOSE / MASTER CONTRACT PROCESS

- 1) Purpose. The purpose of this Contract is to provide hotel accommodations, catering, and other related goods and services at the Hilton – Fort Collins (425 West Prospect Road, Fort Collins, CO, hereafter “Hotel”) for the University.
- 2) Master Contract. This is a master contract. It sets for the general terms and conditions that govern the relationship between the University and the Contractor throughout the term of the Contract for goods and services provided at the Hotel, either through the form of an Agreement (as defined herein) or through other purchases made by University representatives with the Hotel (Room Services/Orders).
- 3) No Guarantee of Purchases. This Master Contract does not independently guarantee or require the University to purchase services or goods from the Contractor.
- 4) Obtaining Services and Goods. To obtain specific services or goods from the Contractor under the scope of this Contract, Contractor and the University must agree, in writing, to an Event or Group Sales Agreement or other such writing (hereinafter “Agreement” defined in Exhibit D) or purchases must be made at the Hotel by a University representative, as provided herein (“Room/Services Order,” defined in Exhibit D). Representative examples of Agreements are contained in Exhibit A. The process for ordering and processing Agreements and Rooms/Services Orders is set forth in Exhibit D.

IV. REPRESENTATIVES AND NOTICES

- 1) The individuals identified below are the designated representatives of the Parties. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party’s designated representative at the address set forth below. In addition to, but not in lieu of, a hard-copy notice, notice also may be sent to the email addresses set forth below. Either Party may from time-to-time designate or substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

UNIVERSITY: Melinda Easley Colorado State University Fort Collins, CO 80523-6010 Email: Melinda.Easley@colostate.edu Telephone: 970-491-1647	CONTRACTOR: Ann Marie Cole Hilton Fort Collins 425 West Prospect Rd Fort Collins, CO 80526 Email: annmarie.cole@atriumhospitality.com
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With a copy to: Office of the General Counsel / Contracting Services 06 Campus Delivery Colorado State University Fort Collins, CO 80523-0006 Email: contracts@colostate.edu Telephone: 970-491-6270	Telephone: (970) 482-2626 With Copy to: Atrium Hospitality, LP Attn: General Counsel 12735 Morris Road Ext Suite 400 Alpharetta, GA 30004
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V. EXHIBITS

1) If checked, the following exhibits are attached and hereby made a part of this Contract:

- Exhibit A:** Samples: Group Sales Event Agreement; Event Agreement
- Exhibit B:** Price, Cost and Payment Provisions
- Exhibit C:** Federal Funds Addendum
- Exhibit D:** Agreement Processing and Payment Terms
- Exhibit E:** Hilton Additional Terms and Conditions

2) In the event of conflicting terms or conditions between this Contract and any exhibits identified in this section V(1), or between this Contract and any Agreements or Room/Services Orders, the terms and conditions of this Contract shall control.

VI. GENERAL TERMS AND CONDITIONS

1) Independent Contractor. Contractor, and all persons employed or engaged by Contractor to perform under the attached Scope of Work, shall perform as an independent contractor and not an employee or agent of the University. The means and methods of performance are to be determined by the Contractor in order to achieve the results required under the Scope of Work. Contractor shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession and in the sequence and manner set forth in this Contract. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the University and the University shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits shall be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall not have authorization, express or implied, to bind the University to any contract, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the University, and (c) be solely responsible for its acts and those of its employees and agents.

- 2) Inspection/Monitoring. The University reserves the right to inspect Contractor's performance at all reasonable times and places during the Term of this Contract, including any extensions or renewals. If Contractor's performance fails to conform to the requirements of this Contract, the University may require Contractor promptly to come into conformance at Contractor's sole expense. If Contractor's performance cannot be brought into conformance by such corrective measures, the University may exercise any or all of the remedies available under this Contract, at law or in equity. Contractor shall permit the University, the federal government, and governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Contractor pursuant to the terms of this Contract using any reasonable procedure.
- 3) Late Payments/Interest. Per C.R.S. § 24-30-202(24), the University shall pay each invoice within thirty (30) days of receipt thereof, for the work performed by Contractor and accepted by the University. If the University contests any amount invoiced, it shall pay the uncontested amount and provide a written statement of the reason(s) for withholding the remaining amount together with such partial payment. Uncontested amounts not paid by the University within forty-five (45) days after due date shall bear interest on the unpaid balance beginning on the forty-sixth (46th) day at a rate not to exceed one percent (1.0%) per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. Contractor shall invoice the University separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of days' interest to be paid, and the interest rate.
- 4) Fund Availability. Financial obligations of the University payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. If federal funds are used to fund this Contract, in whole or in part, the University's performance hereunder is contingent upon the continuing availability of such federal funds and Exhibit C attached hereto is incorporated herein by this reference. If such funds are not appropriated, or otherwise become unavailable, the University may terminate this Contract immediately, in whole or in part, without further liability in accordance with the provisions hereof and shall remit payment to the Contractor for its performance prior to termination. If the amount due cannot readily be determined from this Contract, then the amount shall be calculated on a pro rata basis according to the percentage of the entire Scope of the Work that was completed and accepted by University.
- 5) Contractor Records. Contractor shall make, keep and maintain a complete file of all records, communications and documents pertaining in any manner to its performance hereunder. Contractor shall maintain such records for a period of at least three (3) years until the last to occur of: (i) the date this Contract expires or is sooner terminated, (ii) final payment is made hereunder, (iii) the resolution of any pending Contract matters, or (iv) if an audit is occurring, or Contractor has received notice that an audit is pending, until such audit has been completed and its findings have been resolved (collectively, the "Record Retention Period"). Contractor shall permit the University and, if federal funds are used in the payment of this Contract, the federal government, and any duly authorized agent of either, to audit and inspect Contractor's records during the Record Retention Period to assure compliance with the terms hereof or to evaluate performance hereunder.

- 6) Confidential Information. Confidential Information as used in this Contract, shall include any and all documents, materials, data or information disclosed by one Party (the “Disclosing Party”) to the other Party (the “Recipient”) that (i) is clearly identified as Confidential Information at the time of disclosure, or (ii) the Recipient knows to be Confidential Information of the Disclosing Party. Confidential Information shall not include any information which at the time of disclosure is in the public domain, or which after disclosure is published or otherwise becomes part of the public domain in any manner other than by violation of this Contract; or was in the possession of the Recipient at the time of disclosure. Confidential Information shall not include information required to be disclosed pursuant to the Colorado Open Records Act, C.R.S. §§ 24-72-200.1, *et seq.* (“CORA”). The Parties shall keep all Confidential Information secret at all times and comply with all laws and regulations concerning confidentiality of such information. Any request or demand by a third party for Confidential Information shall be immediately forwarded to the Disclosing Party’s designated representative. If disclosure of the Confidential Information is required pursuant to CORA or to any lawful subpoena, court order, or other legal process, it shall be the sole responsibility of the Disclosing Party to initiate and prosecute a legal action to prevent, limit or prohibit the disclosure, at its own expense. The Recipient shall reasonably cooperate with the Disclosing Party with respect to any such legal action but shall always have the right to proceed as it believes, in its sole discretion and judgment, to be required in accordance with the law.
- 7) Licenses, Permits and Other Authorizations. Contractor represents and warrants that, as of the Effective Date, the Contractor shall, and that at all times during the Term and any Renewal Terms or extensions hereof, maintain at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorizations required by law to perform its obligations hereunder. Contractor, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain a business registration with the Colorado Secretary of State and designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Contractor to properly perform the terms of this Contract is a material breach by Contractor and constitutes grounds for termination of this Contract.
- 8) Compliance with Law.
- A. Contractor and its subcontractors shall abide by the requirements of 41 CFR 60-741.5(a), which prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered contractors and subcontractors to employ and advance in employment qualified individuals with disabilities. Contractor and its subcontractors shall also abide by 41 CFR 60-300.5(a), which prohibits discrimination against qualified protected veterans, and requires affirmative action by covered contractors and subcontractors to employ and advance in employment qualified protected veterans. Contractor shall strictly comply with all other applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices, and other privacy laws which may include the Health Insurance Portability and Accountability Act of 1996

(HIPAA), 42 U.S.C. Sec. 1320d, and the Family Educational Rights and Privacy Act (FERPA) (20 USC 1232g).

- B. If applicable, Contractor agrees to comply with laws that relate to the export of technical data or equipment, such as International Traffic in Arms Regulations (“ITAR”) and/or Export Administration Act/Regulations (“EAR”) and all such regulations and orders as currently in effect or hereafter amended. Contractor shall not disclose any export-controlled information or provide any export-controlled equipment or materials to University without prior written notice. In the event that University agrees to receive such export-controlled information, equipment or materials, Contractor shall (i) include the Export Control Classification Number (ECCN) or ITAR notice on the packing documentation, and (ii) send an electronic copy of the ECCN number or ITAR notice documentation to vpr_export_control@Mail.Colostate.edu and contracts@colostate.edu.
- 9) Insurance. The Contractor shall obtain, and maintain at all times during the term of this purchase order, insurance as specified in the solicitation or order. If insurance requirements are not specified in the solicitation or order, the Contractor represents that at the time of acceptance of this order the Contractor maintains comprehensive general liability insurance in an amount not less than \$1,000,000, combined single limit; worker’s compensation insurance as required by law; and automobile liability insurance for all vehicles to be used by Contractor in the performance of services under this order. Upon request, Contractor shall provide proof of such coverages. Self-insurance programs do not meet the state’s or the University’s insurance requirements unless the Contractor provides satisfactory evidence of a loss reserve fund of not less than the minimum coverage amount specified in the solicitation, plus excess liability coverage as appropriate to the industry; financial statements of the business; and proof of Department of Labor certification of self-insurance program for worker’s compensation.
- 10) Default. The failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner constitutes an event of default. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within twenty (20) days after the institution or occurrence thereof, shall also constitute an event of default. In the event of a default, notice shall be given in writing by the non-defaulting Party to the defaulting Party. If such default is not cured within thirty (30) days of receipt of written notice, or if a cure cannot reasonably be expected to be completed within thirty (30) days, or if cure has not begun within thirty (30) days and pursued with due diligence, then the defaulting Party shall be in breach of this Contract, and the non-defaulting Party may terminate the Contract pursuant to any of the remedies contained herein. Notwithstanding anything to the contrary herein, the University, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Contract in whole or in part if reasonably necessary to preserve public safety or to prevent immediate and/or irreparable harm.
- 11) Remedies for Default – Termination.

- A. In the event of default, either Party may terminate this Contract in its entirety upon written notice. The University may terminate this Contract in whole or in part. Exercise by the University of this right shall not be a breach of its obligations hereunder. Contractor shall continue performance of this Contract to the extent not terminated, if any and may incur obligations as are necessary to do so within this Contract's terms. To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance hereunder past the effective date of such notice and shall terminate outstanding orders and subcontracts with third parties. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor in which the University has an interest. All materials owned by the University in the possession of Contractor shall be immediately returned to the University. Any completed deliverables, at the option of the University, shall be delivered by Contractor to the University and shall become the University's property. The University shall remunerate Contractor only for accepted performance up to the date of termination.
- B. Notwithstanding any other remedial action by the University, Contractor shall remain liable to the University for any damages sustained by the University by virtue of any default under this Contract by Contractor and the University may withhold any payment to Contractor for the purpose of mitigating the University's damages, until such time as the exact amount of damages due to the University from Contractor is determined. Contractor shall be liable for excess costs incurred by the University in procuring from third parties replacement goods and services as cover.

- 12) Remedies Under Colorado's False Claims Act. The University may seek all rights and remedies available to the University for Contractor's infringement upon the Colorado False Claim Act, C.R.S. § 24-31-1201, *et. seq.*
- 13) Intellectual Property Infringement. If Contractor infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Contract, Contractor shall, at the University's option (i) obtain for the University or Contractor the right to use such products and services; (ii) replace any goods, services, or other product involved with non-infringing products or modify them so that they become non-infringing; or (iii) if neither of the foregoing alternatives are reasonably available, remove any infringing goods, services, or products and refund the price paid thereof to the University.
- 14) Termination for Convenience. The University enters into this Contract for the purpose of carrying out the public policy of the State, as determined by its Governor, General Assembly, and/or Judicial Courts, and by the Board of Governors of the Colorado State University System, acting by and through its authorized representatives for the University. If, in the sole discretion and judgment of the University, this Contract ceases to further the public policy of the State or otherwise ceases to benefit the University, University may terminate this

Contract in whole or in part upon not less than thirty (30) days written notice. Exercise by the University of this right shall not constitute a breach of the University's obligations hereunder.

- 15) University Liability/Governmental Immunity. Liability for claims for injuries to persons or property arising from the negligence of the University, its departments, Board, officials, and employees is at all times herein strictly controlled and limited by the provisions of the Colorado Governmental Immunity Act C.R.S. 24-10-101 *et seq.* as amended. Nothing in this Contract shall be deemed or applied as a waiver of such immunities. In no event will the University or the State of Colorado be liable for any special, indirect, or consequential damages, even if the University or the State has been advised of the possibility thereof. As an institution of the State of Colorado, the University is not authorized to indemnify any party, public or private, as against the claims and demands of third parties and any such indemnification provision in this Contract or any subsequent Room Service/Order or agreement shall be null and void.
- 16) Contractor Indemnification. Contractor shall indemnify, save, and hold harmless the University, the University's Board of Governors, employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Contract. If Contractor is a public entity, then provisions hereof shall be applicable to the extent authorized by law, and not construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the CGIA or the Federal Tort Claims Act, 28 U.S.C. 2671, *et seq.*, as applicable, as now or hereafter amended.
- 17) Assignment and Subcontracts. Contractor's rights and obligations hereunder are personal and may not be transferred, assigned or subcontracted without the prior, written consent of the University. Any attempt at assignment, transfer, subcontracting without such consent shall be void ab initio. All assignments, subcontracts, or subcontractors approved by Contractor or the University are subject to all of the provisions hereof including insurance requirements. Contractor shall be solely responsible for all aspects of subcontracting arrangements and performance. Copies of any and all subcontracts entered into by Contractor to perform its obligations hereunder shall be submitted to the University or its designated representative upon request by the University. Any and all subcontracts entered into by Contractor related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subcontracts be governed by the laws of the State of Colorado.
- 18) Complete Agreement. This Contract represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein. All provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and permitted assigns. The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

- A. Subsequent Agreements and Room Service/Orders or other agreements shall be integrated into this Contract once properly executed. Each and every Agreement executed by or on behalf of University at Contractor's request during the term of this Contract shall be subject to the terms and conditions contained in this Contract, and to the extent that any conflict between the two may exist, such conflict shall always be resolved in favor of this Contract unless the intent of the Parties to supersede or amend this Contract is clearly set forth in an Amendment, approved and signed by an authorized delegate of the State Controller and legal counsel for University, prior to execution of such Amendment. Further, each and every Room/Services Order will be subject to its applicable Agreement, if any exists, and if any conflict between the two may exist, such conflict shall always be resolved in favor of the Agreement. Lastly, any conflict between a Room/Services Order and this Contract shall be always be resolved in favor of this Contract.
 - B. For the purposes of clarifying potentially conflicting clauses in this Contract and any subsequent Agreement, this section specifically supersedes any integration clause contained in any of the Exhibits. Rather, this section governs the entire agreement between the parties, which includes this Contract and any subsequent Agreements or Room/Services Orders.
- 19) Modification. Except as specifically provided in this Contract, modifications of this Contract shall not be effective unless agreed to in writing by both Parties in an amendment to this Contract, properly executed and approved in accordance with applicable Colorado state laws, regulations and Colorado State University System Fiscal Rules by its duly authorized individuals. This Contract is subject to such modifications as may be required by changes in federal or Colorado State law, or their implementing regulations. Any such required modification shall automatically be incorporated into, and be part of, this Contract on the effective date of such change, as if fully set forth herein.
- 20) Severability/Waiver. Provided this Contract can be executed, and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof, provided that the Parties can continue to perform the Parties obligations under this Contract in accordance with its intent. Waiver of any breach under a term, provision, or requirement of this Contract, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.
- 21) Choice of Law, Venue and Jurisdiction. Colorado law, its rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with Colorado law, rules, and regulations shall be null and void. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Contract, to the extent capable of execution. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado District Court, and exclusive venue shall be in the County of Larimer. The University does not agree to binding arbitration by any extra-

judicial body or person and any provision to the contrary in this Contract or incorporated herein by reference shall be null and void.

- 22) Third Party Beneficiaries. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to the Contract, and do not create any rights for such third parties.
- 23) Software Piracy Prohibition (Governor's Executive Order D 002 00). University or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the Term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the University determines that Contractor is in violation of this provision, the University may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.
- 24) Employee Financial Interest (C.R.S. §§ 24-18-201, 24-50-507). The signatories aver that to their knowledge, no employee of the University has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.
- 25) Vendor Offset (C.R.S. §§ 24-30-201(1), 24-30-202.4): *(Not applicable to intergovernmental agreements.)* Subject to C.R.S. § 24-30-202.4(3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in C.R.S. § 39-21-101, *et seq.*; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.
- 26) Signature Authority. Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, and bylaws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms. If requested by the University, Contractor shall provide the University with proof of Contractor's authority to enter into this Contract within fifteen (15) days of receiving such request. This Contract may be executed in multiple identical original counterparts, all of which shall constitute one contract.

IN WITNESS WHEREOF, the Parties hereto execute this agreement upon the duly authorized signatures and dates below.

Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the University is relying on their representations to that effect and accept personal responsibility for any and all damages the University may incur for any errors in such representation.

<p style="text-align: center;">CONTRACTOR: Atrium Hospitality LP</p> <p>By: <u><i>Ann Marie Cole</i></u> <small>Ann Marie Cole (Aug 21, 2025 15:40:45 MDT)</small></p> <p>Name: <u>Ann Marie Cole</u></p> <p>Title: <u>DOSE</u></p> <p>Date: <u>Aug 21, 2025</u></p>	<p style="text-align: center;">STATE OF COLORADO The Board of Governors of the Colorado State University System, acting by and through Colorado State University</p> <p>By: <u><i>F. Bustamante</i></u></p> <p>Name: <u>Farrah Bustamante</u></p> <p>Title: <u>Chief Procurement Officer/Director</u></p> <p>Date: <u>Aug 20, 2025</u></p> <p style="text-align: center;">LEGAL REVIEW Philip J. Weiser, Attorney General</p> <p>By: <u><i>Brian Anderson</i></u> <small>Brian Anderson (Aug 19, 2025 08:48:07 MDT)</small></p> <p>Brian Anderson, Esq. Associate Legal Counsel Office of the General Counsel Special Assistant Attorney General</p>
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ALL EXPENDITURE CONTRACTS REQUIRE APPROVAL BY THE UNIVERSITY CONTROLLER

C.R.S. § 24-30-202 and University policy require the University Controller to approve all expenditure contracts. This Contract is not valid until signed and dated below by the University Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the University is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

COLORADO STATE UNIVERSITY CONTROLLER

By: *Lacey Snyder*
Lacey Snyder (Aug 20, 2025 09:38:53 MDT)

Date: Aug 20, 2025

Exhibit A - Sample Agreements



GROUP SALES EVENT AGREEMENT

This **Group Sales Event Agreement** ("Agreement") is by and between **The Board of Governors of the Colorado State University System acting by and through Colorado State University** ("Group" or "you" or "your(s)") and **Pool IV TRS, LLC, d/b/a Hilton Fort Collins** (the "Hotel" or "we" or "us" or "our"). Group and Hotel are each a "Party" and, collectively, the "Parties").

Especially Prepared for:		Event & Hotel Information:	
Client Contact Name:	Colton Bosnos	Name of "Event":	Air Force v CSU
Title:	Director of Football Operations	Date(s) of Event:	Thursday, November 27, 2025 - Friday, November 28, 2025
Responsible Party (Company Name or Individual):	Colton Bosnos, Colorado State University Athletics (CSU)	Post to Reader Board as:	Air Force v CSU
Address:	McGraw Athletic Center Colorado State University	Hotel Contact:	Ann Marie Cole
City, State, Zip:	Fort Collins, CO 80523-0120	Title:	Director of Sales & Marketing
		Property Address:	425 West Prospect Road Fort Collins, CO 80526
Phone:	(702) 612-7887	Phone:	
Email	colton.bosnos@colostate.edu	Email:	anmarie.cole@atriumhospitality.com

GUEST ROOM BLOCK AND RATES: Once this Agreement is accepted, we will remove from our inventory and consider sold to you for your use guest room nights (i.e., sleeping rooms) pursuant to the following arrival and departure schedule (the "Total Contracted Rooms" or "Room Block").

Rates for your Event are confirmed as shown in the schedule.

<i>Utah State v CSU</i>			
Thu 11/27/2025			
		Rooms	Rate
Run of House	S	0	\$.00
	D	0	\$.00
	T	0	\$.00
	Q	0	\$.00
1 King Deluxe Mountain View	S	5	\$179.00
	D	0	\$179.00
	T	0	\$189.00
	Q	0	\$199.00
2 Double Beds	S	38	\$179.00
	D	0	\$179.00
	T	0	\$189.00
	Q	0	\$199.00

Total Room Nights Agreed:

All guest rooms are run-of-the-house unless otherwise set forth above. Guestroom types (kings, double/doubles, etc.) cannot be guaranteed and will be reserved on a first-come, first-served basis.

Room rates quoted above are non-commissionable, net rates, subject to tax, which is currently 11.05% but will be the tax rate in effect at the time of the stay. You confirm that you have dealt directly with us and have not used any person or service entitled to a commission.

PARKING: There will be a charge of \$5.00 per hour per vehicle with a maximum of \$15.00 per vehicle, per day for guest's daytime or overnight self-parking (or the prevailing parking rate over the dates of the event).

ROOM RESERVATION PROCEDURES

In order to assign specific room types to your attendees, each guest room in your Room Block must be confirmed no later than **Tuesday, October 28, 2025** ("Reservation Due Date"). The Hotel has no obligation to provide room nights beyond those contained in the Room Block.

Rooming List

In order to assign individuals to specific rooms, room reservations will be required. A rooming list is required in order to facilitate your

attendees' accommodations, and it must be provided to the Hotel by Reservation Due Date. This list should include guest name, home or business address, email address (if any), requested type of room, requested bed type (i.e. king, double/double, queen, twin or suites) check-in and check-out dates, preference for smoking or non-smoking room, and VIP status. Any requests for special room arrangements should be indicated on the rooming list. The Hotel does not confirm reservations to the individual in writing.

Telephone reservations (or online)

In order to assign individuals to specific rooms, room reservations will be required. We understand that your guests will be phoning in their reservation requests, to the following number: (970) 482-2626, or through the Hotel's web link. It is important that each of your guests contact the Hotel by Reservation Due Date and identify themselves as part of your group. It would be appreciated if the Hotel could be included on the attendee mailing list, to stay informed as to when reservations are likely to begin arriving. The Hotel does not confirm reservations to the individual in writing.

After Reservation Due Date as described above and prior to your arrival date, all room nights which have not been reserved as described above will be deemed to be room nights which your group will not use, and they will become subject to the attrition provisions herein. Such room nights will at that date be returned to the Hotel's general inventory. Reservation requests from your attendees received after Reservation Due Date will be accepted on a space available basis, at the higher of the contract rate or rate available at that time. Should such requests be accepted, such room nights will be credited to your block for purposes of any calculation of attrition.

CHECK-IN / CHECK-OUT

Guest accommodations will be available at 4:00 PM on arrival day and reserved until 11:00 AM on departure day. The Hotel would appreciate receiving flight arrival times for your group, if available. Any attendee wishing special consideration for late checkout should inquire at the front desk on the day of departure.

GUEST ROOM CHARGES

(A)All charges to master account: You will pay your attendees' guest room charges. Accordingly, all charges incurred by Event attendees to their room account will be charged to your Master Account.

OR(B)Room only charged to Master Account: You will be paying your Event guests' room, tax, (optional: parking,) (optional: resort fees,) (optional: portorage,) (optional: and gratuities). Accordingly, all such charges incurred by Event guests will be charged to your Master Account. In order to be able to access the ancillary services of the Hotel, each guest will be required to present a valid credit card upon check-in, on which an amount of sufficient pre-authorization can be obtained to cover any charges for the guest's use of the Hotel's ancillary services.

MEETING REQUIREMENTS

The Hotel will provide your requested function space in accordance with and at the rates set forth in the following Schedule of Events. The Hotel reserves the right to adjust function space at the reservations due date if attendance projects lower than contracted. Please ensure that the Schedule of Events includes all space necessary to accommodate your set-up and break-down times, all audio-visual needs, head tables and displays. Diagrams and identification of the Hotel's meeting space to be used for your Event may not be disseminated by the Group without the Hotel's prior approval.

SCHEDULE OF EVENTS

Date	Time	Event Class	Room	Setup	AGR	Rental
Thu, 11/27/25	2:00 PM - 9:00 PM	Setup	SALONS 3, 4, 6	Round Tables of 8	110	0
Thu, 11/27/25	2:00 PM - 9:00 PM	Hospitality	PRECONVENTION	Special Setup Instructions	5	0
Thu, 11/27/25	3:40 PM - 4:30 PM	Dinner	SALONS 3, 4, 6	Round Tables of 8	110	0
Thu, 11/27/25	3:40 PM - 9:00 PM	Setup	SALON 2	Theater	60	0
Thu, 11/27/25	3:40 PM - 9:00 PM	Setup	SALONS 1 & 5	Theater	100	0
Thu, 11/27/25	3:40 PM - 9:00 PM	Setup	THE RAMS ROOM	Special Setup Instructions	6	0
Thu, 11/27/25	8:00 PM - 9:00 PM	Dinner	SALONS 3, 4, 6	Round Tables of 8	110	0
Fri, 11/28/25	7:30 AM - 8:30 AM	Breakfast	SALONS 3, 4, 6	Round Tables of 8	110	0
Fri, 11/28/25	7:30 AM - 10:00 AM	Hospitality	SALONS 3, 4, 6	Round Tables of 8	110	0
Fri, 11/28/25	7:30 AM - 10:50 AM	Meeting	SALON 2	Theater	60	0
Fri, 11/28/25	7:30 AM - 10:50 AM	Meeting	THE RAMS ROOM	Special Setup Instructions	6	0
Fri, 11/28/25	8:00 AM - 10:50 AM	Hospitality	PRECONVENTION	Special Setup Instructions	2	0
Fri, 11/28/25	8:00 AM - 10:50 AM	Meeting	SALONS 1 & 5	Theater	100	0

Fri, 11/28/25	8:45 AM - 10:50 AM	Cater out Reception	SALONS 3, 4, 6	Existing Setup	110	0
Fri, 11/28/25	10:20 AM - 10:45 AM	Lunch	SALONS 3, 4, 6	Existing Setup	110	0

Specific meeting rooms cannot be guaranteed and are subject to change.

GUARANTEED ATTENDANCE AND MENU SELECTIONS: Though this number will not affect the Agreed Minimum Food and Beverage Revenue figure noted below, the final attendance for your function must be received in writing by the event services office NO LATER THAN 12:00PM, three (3) working days before the date of the function. This will be the number for whom the Hotel will prepare food for the function. The Hotel cannot be responsible for service, accommodations or guaranteeing the same menu items for more than three percent over your guaranteed number of people. If a guarantee is not given to the Hotel by the specified time and date, the original estimated attendance would be considered the final guarantee. Your final menu selections must be made no later than 10 days prior to commencement of your Event. A Banquet Event Order will be sent to you to confirm all final arrangements and prices. If you do not advise Hotel of any corrections or changes to the Banquet Event Order by the date requested by Hotel, the Banquet Event Order will be considered accepted by you as correct. Group will be responsible for the charges listed on the Banquet Event Order or the Agreed Minimum Food and Beverage Revenue figure, whichever is greater, plus applicable tax and service charges. Diagrams and identification of the Hotel's meeting space to be used for your Event may not be disseminated by the Group without the Hotel's prior approval.

SERVICE CHARGE: A service charge of 25% (or the current service charge in effect on the day of the Event) will be assessed on all charges relating to your Event including, but not limited to, food and beverage, audio visual, connectivity, meeting room rental, labor fees and any other charges relating to your Event, plus any applicable state and/or local taxes. This service charge is not a gratuity and is the property of Hotel to cover discretionary and administrative costs of the Event. We will endeavor to notify you in advance of your Event of any increases to the service charge should different amounts be in effect on the day of your Event.

AGREED MINIMUM ROOM NIGHT REVENUE: Based on the Total Contracted Rooms and the stated rates, the "Agreed Minimum Room Night Revenue" is \$7,697.00.

AGREED MINIMUM FOOD AND BEVERAGE REVENUE: Based on the above Schedule of Events, the "Agreed Minimum Food and Beverage Revenue" is \$12,000.00. This amount does not include applicable room rental \$.00, service charges, or taxes, if applicable, which are noted separately herein, and any additional requested function space or food and beverage shall be extra. If the Agreed Minimum Food and Beverage Revenue Figure is not met, any balance will be posted as a food and beverage attrition charge to your Master Account, plus applicable taxes and service charges. .

ROOM BLOCK AND SERVICES COMMITMENT: When you contract for a block of rooms and meeting facilities and for food and beverage services, those room nights, facilities and services are removed from our inventory and considered sold to you, and the Hotel makes financial plans based upon the revenues it expects to achieve from your full performance of this Agreement. It is impossible for the Hotel to know in advance whether or under what circumstances or at what rates it would be able to resell your contracted room nights, services or facilities if you do not use them, either as the result of a cancellation of your Event ("cancellation") or as the result of usage of less than your Total Contracted Rooms and/or contracted food and beverage services for the above Schedule of Events ("attrition"). In most instances, when groups do not use their contracted room nights or services, the Hotel is unable to resell those room nights or services and even when room nights or services are resold, they are generally not resold at the same rates, may be resold to groups which would have utilized the Hotel at another time, are resold to groups that do have the same needs as the original group, etc. Even when rooms or services may be resold, it is costly to re-market the rooms and facilities, and such efforts divert the attention of our sales staff from selling the Hotel's rooms and facilities for other times. While your Room Block has been held out of our inventory, we may have turned away more lucrative groups in order to meet our commitment to you.

For all these reasons and others, the Parties agree that in the event of cancellation or attrition, the following charges, which represent a reasonable effort on behalf of the Hotel to establish its loss prospectively, shall be due as liquidated damages. Because the Hotel reasonably expects to derive revenue from your Event above and beyond the revenue derived from the provision of room nights and food and beverage services, and because it is difficult to estimate the actual revenue which may be derived from your Event, the amounts due as and for liquidated damages are intended to compensate the Hotel for all of its losses associated with cancellation and/or attrition.

ATTRITION: Intentionally omitted.

CANCELLATION: It is understood that Hotel loses substantial revenue upon the Group's cancellation of an event. The amount of those losses is often difficult or impossible to determine. Hotel has set forth the following fee schedule in the event of cancellation. The parties agree that these fees are a fair and reasonable estimation of Hotel's loss as a result of cancellation. Group shall pay the cancellation fee as liquidated damages, plus applicable taxes, if Group cancels or is deemed to have cancelled the Event.

If any single function is cancelled, the Group is responsible for the meeting room rental and any other applicable charges associated with that function. The Group is still expected to meet the Agreed Minimum Food and Beverage Revenue. Group agrees to notify Hotel in writing within five (5) business days of any decision to cancel. If the entire Event is cancelled Group agrees to pay Hotel, as follows:

CANCELLATION FEES:

Cancellation Fee is based on Agreed Minimum Room Night Revenue and Agreed Minimum Food and Beverage Revenue, all other applicable Event charges (e.g., setup charges, audio visual charges, etc.), service charges for a total amount of \$####.##, plus applicable taxes.

Cancelled more than 181 days prior to arrival	70%
Cancelled 91 - 180 days prior to arrival	80%
Cancelled within 90 days prior to arrival	90%

Your written notice of cancellation must be delivered to Hotel and may be made by facsimile or electronic transmission. Cancellation date will be considered the date such notification was received by Hotel. Liquidated damages resulting from cancellation shall be due and payable at the time of cancellation.

DEPOSIT AND PAYMENT REQUIREMENTS: If you wish to apply for credit, please complete the enclosed direct bill application form and return it with the signed Agreement. If you wish to pay by credit card, please complete the enclosed Credit Card Authorization form and return it with the signed Agreement.

Please note that any credit approvals will expire after 12 months. In addition, Hotel reserves the right to withdraw a prior credit approval if Group fails to pay in full charges associated with any prior event at the Hotel or any other hotel owned or operated by Atrium Hospitality or its affiliates, or if there is any material adverse change in Group's credit standing. If credit approval is withdrawn or expires, Group must make deposit payments in accordance with the below schedule, with Group paying any previously scheduled deposit amounts by the earlier of (A) five (5) days after the Hotel notifies Group of the withdrawal or expiration of credit, or (B) three (3) days prior to the date of the Event.

If credit is not established in advance by Group with Hotel and maintained, you must make payments in accordance with the below payment schedule. All deposits will be credited to Group's Master Account.

Date	Deposit Due
Upon return of signed Agreement to Hotel	Purchase Order in Place for full amount of function as guarantee of payment. Net 30 upon receipt of final invoice after event.

** Final deposit payment must be by credit card, certified or official bank check, money order, or bank transfer, with wiring instructions to be provided by Hotel.*

Checks and money orders should be made payable to Hilton Fort Collins and be delivered to:

Hilton Fort Collins
 Attention: Accounting Department
 425 West Prospect Road
 Fort Collins, CO 80526

In addition to any other amounts authorized by this Agreement, the following items shall be charged to the Master Account: (guest rooms), (incidentals), (parking), (porterage fees), banquet food and beverage charges, service charges, attrition charges, meeting space rental charges (if any), cancellation charges, (charges for third-party services and/or supplies arranged through the Hotel), (audio-visual charges) and any other charges billed to the Master Account at the request of the authorized representative of the Group, as designated by the Group in advance of the Event, plus applicable taxes and governmental charges. Group further agrees that all charges associated with use of the grounds, function space, facilities and services of the Hotel by its vendors shall be posted to the Master Account.

During the course of your Event, we would be pleased to meet with you each day at a mutually agreed upon time to review the charges applied to your Master Account and to keep it accurate and up to date. Please inform your Event Services Manager of a convenient time that you wish to establish for a daily meeting.

If credit was not established and maintained, any Master Account balance is due at the conclusion of the Event. Where credit was established and maintained, the Master Account balance will be invoiced to the Group within 10 days after the Event concludes and shall be due and payable by Group within 30 days after the date of invoice. Master Account charges may be paid in the form of a check or bank transfer. All deposits, balances or charges not paid when due will bear interest at the lesser of 1% per month or the maximum rate permitted by law.

Individual guest accounts are paid via the credit card provided by the guest at check-in.

TAX EXEMPT STATUS: If Group maintains a tax exempt status, Hotel must be provided with a valid exemption certificate no later than thirty (30) days prior to Group's arrival in order to be exempt from taxes. **Please note, tax exempt status pertains to the Master Account only.** Individual attendees are not tax exempt. Tax exempt status applies to sales tax only; other taxes may apply.

AUDIO-VISUAL EQUIPMENT: Group agrees to work exclusively with Hotel or Hotel's exclusive audio-visual provider for Group's audio-visual needs. Any exceptions require Hotel approval and shall be subject to a Hotel fee of \$###.##, plus tax. Applicable service charges and taxes will apply to all charges for audio-visual services, whether provided by the Hotel or Hotel's exclusive provider.

INSURANCE AND INDEMNIFICATION: Hotel and Group each agree to carry and maintain and provide evidence of liability and other insurance in amounts sufficient to provide coverage against any claims arising out of its activities or relating to its respective obligations under this Agreement, with liability coverage of not less than \$1,000,000.00 per occurrence. Group's insurance policy shall name the **Pool IV TRS, LLC, d/b/a Hilton Fort Collins** and Atrium Hospitality LP (collectively, the "Hotel Parties") as additional insureds. With respect to any claims or other liability for which Group is responsible. The Hotel is not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal effects brought into the Hotel, and/or for the loss of equipment, exhibits or other materials left in meeting rooms. Group will carry workers compensation coverage as required by law.

For your information only, if you do not currently have insurance to cover your Event, single event insurance (sometimes called "private event insurance" or "special event insurance") may be available for purchase at reasonable rates, including from reputable online insurance providers. This insurance protects you for covered matters that might occur during your Event and for which you might otherwise have liability. When purchasing single event insurance, you should select general liability and property damage coverage, and name **Pool IV TRS, LLC, d/b/a Hilton Fort Collins** and Atrium Hospitality LP as additional insureds. And provide a copy of the insurance certificate to the Hotel sales team for placement in your file.

** See alternate Indemnity Language provided

Each party to this Agreement shall be responsible to the fullest extent authorized under Colorado law for its own negligence, and the negligence of its employees and authorized volunteers acting within the scope of their actual authority. It is expressly understood and agreed that nothing contained in this Agreement shall be construed as an express or implied acceptance by the University of liabilities arising as a result of actions which lie in tort or could lie in tort in excel of the liabilities allowable under the Governmental Immunity Act, C.R.S. 24-10-101 et seq., as a pledge of the full faith and credit the State of Colorado, or as the assumption by any of the parties of a debt, contract or liability of each other in violation of Article XI, Section 1 of the Constitution of Colorado. The University is Liable for Breach of Contract in the same manner as any private party would be under Colorado Law under the same or similar circumstances.

ELECTRICAL/PHONE SETUP: All electrical services and utilities, including phone and riggings, must be contracted for through the Hotel's Event Services Department.

OUTSIDE FOOD AND BEVERAGE: Due to applicable law, you may not bring alcoholic beverages into the Hotel for your Event. You must obtain our prior approval before you bring any food or non-alcoholic beverages from outside sources into our Hotel. Service fees will apply to any outside food or beverage served in our function space, regardless of whether Hotel labor is required. Outside vendors shall be required to comply with (A) all applicable rules and regulations of Hotel for outside contractors, and (B) such additional directives as may be instituted by Hotel from time to time for the protection of the hotel and its occupants. These directives may include, without limitation, requirement of use of face masks, distancing, and protocols for the cleaning and sanitizing of areas and for the safe disposal of waste.

SHIPPING AND RECEIVING: Due to limitations in secured storage space, the Hotel will only accept packages as follows:

Boxes/packages may be sent for arrival a maximum of 48 hours prior to group arrival and will be marked with the responsible party's name, Group name, plus "Hold for Arrival Date of Day, Arrival Date". There will be a handling charge as follows:

Boxes up to 36" x 24" x 24"	\$##.## per box
Larger boxes / display cases	\$##.## per box
Pallets	\$##.## per box

Charges will be placed on the Master Account unless otherwise directed. Additional labor charges may be incurred depending on the size of the shipment, at the discretion of the Hotel. Hotel will not be responsible for any shipping charges, damages or loss to any packages or boxes.

CSU PO Terms and Conditions along with:

ENTIRE AGREEMENT: This Agreement, including the below-referenced **Additional Terms and Conditions**, and the appendices, attachments, addenda and exhibits attached hereto and hereby incorporated herein, constitutes the entire agreement between the Parties superseding any and all prior proposals, negotiations, representations, commitments and other communications between the Parties, whether oral or written, concerning the Event. This Agreement shall be deemed "accepted" and binding on the Parties only after it has been signed and delivered by a representative of the Group and thereafter by a representative of the Hotel. No representative of the Hotel is authorized to make any representation which varies from the express terms of this Agreement. This Agreement cannot be amended or supplemented except in writing signed by a representative of the Group and the Hotel's Director of Sales or General Manager. Group shall present Hotel an executed version signed by Group's representative prior to **Day, Date**.

ADDITIONAL TERMS AND CONDITIONS: By signing where indicated below, you are agreeing that in addition to the terms and conditions of this Agreement as set forth above, this Agreement also includes the general terms and conditions set forth in the Additional Terms and Conditions (collectively, the "Additional Terms and Conditions") attached hereto are hereby incorporated into and made a part of this Agreement.

The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign and if applicable on behalf of Group/Client named above.

ACCEPTED AND AGREED TO:

HOTEL:

Colton Bosnos

Pool IV TRS, LLC, d/b/a Hilton Fort Collins

Group: Air Force v CSU

By: [[CertifiSignature_1]]

By: [[CertifiSignature_3]]

Name:

Name:

Dated: [[CertifiDate_1]]

Dated: [[CertifiDate_3]]

By: [[CertifiSignature_2]]

By: [[CertifiSignature_4]]

Name: Contact Name

Name:

Dated: [[CertifiDate_2]]

Dated: [[CertifiDate_4]]

Terms & Conditions for Colorado State University

1. **Guest Reservation Information:** If you request that Hotel provide you and/or your representative(s) with access to guest reservation information pertaining to guests who have reserved rooms at the Hotel in connection with your Event (each, an "Attendee"), then you certify that you have already obtained, or will obtain, consent from each of your Attendees for the Hotel to provide you and/or your representative(s) such Attendee's reservation information, and you further agree to assist in recover, for any costs, damages, fees or expenses of any kind arising from any claim(s) by an Attendee relating to the Hotel's or Atrium Hospitality LP's disclosure of any Attendee's reservation information.
2. **Credit Card Payments:** Hotel may utilize a third-party service to receive secure electronic payments and signatures authorizing said payments.
3. **Disclosure of Third Party Payments:** If the Hotel Agreement provides for the Hotel to pay a commission, rebate, subsidy, housing fee and/or event planner bonus, or provide any free or discounted guest rooms for any person, in connection with your Event (collectively, a "Third Party Payment"), then you (and your Meeting Planner if the Meeting Planner is signing the Hotel Agreement on your behalf) agree to take full responsibility for determining whether further disclosure of the Third Party Payment is required and for making such disclosure if it is required.
4. **Hotel Logo:** Group shall not use the name, trademark or logo or any other proprietary designation of the hotel in any advertising or promotional material without the prior written permission of the Hotel (except that Group may use the name and address of the hotel as reasonably required to identify the Event location and to advice the Group's attendees concerning reservations and charges). Hotel has the right to review and approve in

advance any advertisements or promotional materials in connection with Group function which specifically refers to the Hotel or uses its name or logo.

5. **Taxes:** All federal, state and local governmental taxes and charges related to the services rendered by the Hotel in connection with your Event are in addition to the prices for the services, and you agree to pay them in accordance with the payment terms set forth herein.
6. **Force Majeure:** No damages from either Party shall be due for a failure of performance due to Actos of God, war, terrorist act, riots, disaster or strikes, any one of which make performance impossible. The Hotel shall have no liability for power disruptions of any kind.
7. **Cancellation by Hotel:** In the event the Event is canceled by the Hotel for reasons other than those rights of termination outlined herein (or by Group due to default by Hotel), Group shall be entitled to move the Event to a comparable hotel, and the Hotel shall owe the following damages to the Group (subject to the Group's duty to act reasonably to mitigate its damages): (1) the increase, if any, in room rate; (2) the increase, if any, in meeting space rental rates; (3) the increase, if any in menu prices for comparable menus at contracted banquet food and beverage functions; (4) the cost, if any, of notifying attendees of the change in location, and (5) the cost, if any, of reprinting collateral material.
8. **Compliance with OFAC Laws:** You represent and warrant that you and your attendees are currently not on the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) List of Specially Designated Nationals and Other Blocked Persons (including terrorists and narcotics traffickers) (the "OFAC List"), nor on any similar restricted party listings, including those maintained by other governments pursuant to applicable United Nations, regional or national trade or financial sanctions. If you are added to any such restricted party list prior to your arrival date, then you must notify us immediately. The OFAC List can be found by visiting <https://home.treasure.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists>. We may cancel your Event and this Agreement without liability if we reasonably believe it is necessary to do so in order for us to comply with our obligations under such laws or regulations, including if you are added to any restricted party listings as described in this section.
9. **Assignment:** Group may not assign any benefits arising under or associated in any way with the Hotel Agreement without the Hotel's prior written consent. This prohibition includes, without limitation, any reselling of guest rooms or function space without the Hotel's prior written consent.
10. **Severability; Non-Waiver:** Any provision of the Hotel Agreement that is held to be illegal or unenforceable in any jurisdiction shall be ineffective to the extent of such illegality or unenforceability with our invalidating the remaining provisions and any such illegal or unenforceable provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. Either party's failure to enforce any term or condition of this Agreement does not waive the party's right to enforce that or any other term or condition at any time.
11. **Compliance with Laws and Regulations:** Group agrees to conduct the Event in an orderly manner in full compliance with applicable laws, regulations, and Hotel rules. Should Hotel incur any fees or costs associated with Group's compliance with such laws, regulations and rules, Group will be responsible for those fees and costs. CSU will assist in recovery for any damages from the Group.
12. **Governing Law:** The Hotel Agreement is made and to be performed in the city, county and state in which the Hotel is located and shall be governed by and construed in accordance with city, county and state law. Group consents to the exercise of personal jurisdiction over it by the courts of the State in which the Hotel is located and agrees that all litigation

regarding the Hotel Agreement shall be brought and maintained only in the courts of such state.

13. **Equal Opportunity and Executive Orders:** Equal Opportunity Clauses required by Executive Order 111246, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended 38 U.S.C. 4212 (formerly 2012), Section 503 of the Rehabilitation Act of 1973, as amended, Executive Order 13201, as amended, and their implementing regulations at 41 CFR Chapter 60 (including 41 CFR 60-1.4, 41 CFR60-250.5, 41 CRF60-300.5 and 41 CFR 60-741.5 respectively), Executive Order 13465 (73 FR 67704) paragraphs: (a) 1-4 of the Contract Clause Section of Executive Order 13496 and any valid notice requirements under Executive Order 13496 (29 CFR part 471.2(d)) are part of this Agreement and binding upon the Parties, including any contractor, subcontractor, vendor, or supplier) unless exempted by rules, regulation or orders of the Secretary of Labor. The Parties further agree to adhere to all federal, state and local nondiscrimination laws regarding equal opportunity for all persons without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran's status.

14. Functions: For your Event, the following will apply:

Overtime: You agree to begin your Event promptly at the scheduled start time and to have your attendees, invitees and other persons vacate the designated function space at the agreed upon end time. You must reimburse us for any overtime wage payments or other expenses incurred by us because of your failure to comply with these requirements.

Set Up Charges: Should extensive meeting room set-ups or elaborate staffing be required, there will be a set-up charge to cover Hotel costs and additional labor. If equipment is necessary that exceeds Hotel's inventory, then you agree to pay for the cost of renting this additional equipment.

Outside Contractors: The Hotel offers all services necessary for a successful meeting. However, if Group finds it necessary to use outside services, any companies, firms, agencies, individuals and groups hired by or on behalf of Group shall be subject to prior written approval of the Hotel, and Hotel may have a list of approved contractors. Upon prior reasonable notice to the Hotel from Group, Hotel shall cooperate with such contractors and provide them with facilities at the premises to the extent that the use and occupancy of the facilities by the contractor does not interfere with the use and enjoyment of the Hotel premises by employees and other guests and patrons of the Hotel. Group's contracts with its contractors will all specify that contractor will indemnify, defend and hold Hotel harmless from and against any and all damages or liabilities which may arise from such contractors' activities at the Hotel. Any contracted company working at Hotel is required to carry and maintain workers' compensation insurance in statutory amounts; comprehensive general public liability insurance covering automobile, person injury and property damage with single limits of not less than two million dollars (\$2,000,000) per person, per occurrence. All such policies (except workers' compensation) shall specifically state Hotel and Atrium Hospitality LP is named as an additional insured. Such insurance shall be primary and not contributory with any insurance maintained by the Hotel Parties. The Hotel reserves the right to advance approval of all specifications, including electrical requirements, from all outside contractors, and to charge a fee for outside services brought into the Hotel. Group bears all responsibility for the payment of any charges incurred at the Hotel by its contractors.

Security: If required, in Hotel's reasonable judgement, or upon request of the Group, in order to maintain adequate security measures in light of the size and/or nature of the Event, you will provide, at your expense, security personnel supplied by a licensed guard or security agency, which agency will be subject to Hotel's prior approval. Such security personnel shall not carry weapons unless prior written approval is granted by Hotel. Security agency will be required to provide proof of insurance, naming the Hotel and Atrium

Hospitality LP as additional insureds to the policy, and sign a hold harmless agreement before they will be allowed to provide services on Hotel premises.

Signage: Signs and banners are not allowed in the Hotel's public areas. In regard to the group's meeting space, all signs must be professionally printed and their placement and posting be pre-approved by the Hotel. Nothing shall be posted, nailed, screwed or otherwise attached to walls, floors, or other parts of the building or furniture. Distribution of gummed stickers or labels is strictly prohibited. If Group desires to hang or adhere posters, banners, flip chart paper or other material in meeting rooms, sleeping rooms or public space, your conference service manager must be notified of this request in advance, and will assist Group with the request in order to avoid damage to rooms, walls, etc.

Placement of Tables and Use of Decorations, Props and Staging: Tables must be located in compliance with local Fire Department regulations pertaining to mandatory aisles and fire exits. Group is responsible for ensuring that decorations, props, or staging brought into the Hotel comply with local fire department regulations. Group may not utilize pyrotechnics.

Function Space Assignments: The Hotel reserves the right to assign another room for your function in the event the room originally designated for your function shall be unavailable or inappropriate, in the Hotel's sole opinion.

Music: Loud music and bands are not allowed in any public areas or meeting rooms during daily business hours. Any use of amplifiers or live music must be approved in advance in writing. We reserve the right to control decibel levels in all areas of the Hotel. You represent and warrant that all copyright and publishing fees for all compositions, materials or arrangements performed or played at your event have been paid in full.

California Consumer Protection Act: This section shall apply only if and to the extent the California Consumer Privacy Act of 2018 (the "CCPA") is applicable to the Parties with respect to this Agreement. During the term of this Agreement the Parties agree that Hotel, either directly or through its hotel manager, is acting as a "service provider" for Group under the CCPA, and that: (a) each of the Parties will comply with the CCPA; (b) each of the Parties will, upon the request of the other Party, comply with the other Party's request to enter into any further amendments to this Agreement to the extent reasonably necessary to comply with CCPA; (c) If Hotel, directly or through its hotel manager as agent for Hotel, receives from Group any personal information (as defined in the CCPA) of any "consumer" (as defined in the CCPA) for processing (as defined in the CCPA) on behalf of Group pursuant to this Agreement, Hotel shall (i) be a "service provider" to Group under the CCPA; (ii) not retain, use or disclose the personal information for any purpose other than for the specific purpose of performing services under this Agreement or as otherwise permitted by the CCPA, including for any "Group purpose" (as defined in the CCPA); (iii) not retain, use or disclose the personal information for a "commercial purpose" (as defined on the CCPA) other than providing the services under this Agreement; (iv) not "sell" the personal information (as "sell" is defined in the CCPA); and (v) promptly (and, in any case within seven days of receipt) comply with Group's written instructions associated with responding to an individual's request to exercise their privacy rights with respect to their personal information. Hotel hereby certifies that it understands and is willing to abide by the restrictions in California Civil Code Section 1798.140(w)(2)(A). If Hotel authorizes any unaffiliated subcontractor, service provider, or third party to process personal information of Group, Hotel shall enter into contractual provisions so that such subcontractor, service provider or third-party is a "service provider" as defined in the CCPA and not a "third-party" as defined in the CCPA. As described in our privacy policy, as we buy or sell businesses or assets confidential customer information generally is one of the transferred business assets. In the event of a transaction involving the sale of some or all of our businesses, customer and site visitor information may be one of the transferred assets and may be disclosed in

connection with negotiations relating to a proposed transaction. In such case, the transferred information may become subject to a different privacy notice.

15. **Covid-19 Disclosure:** In light of the Covid-19 pandemic Hotel has/is currently using enhanced safety and cleaning protocols which are summarized in the Hotel's "Cleanliness Assured™" program, the details of which will be provided to Group upon request. You may also notice signage and other operating protocols at the hotel designed to assist hotel staff and guests in complying with the CDC guidelines and recommendations.

Of course, an inherent risk of exposure to Covid-19 exists in any public space where other people are present, which risk is reduced when all parties work to adhere to CDC guidelines and recommendations. We encourage Group to similarly establish appropriate protocols for its attendees consistent with the CDC guidelines and recommendations, including using cashless payment options, maintaining physical distancing, wearing of face coverings when appropriate, and directing attendees who are feeling ill or otherwise symptomatic to not attend. CDC guidelines and recommendations may be found at [cdc.gov](https://www.cdc.gov).

Exhibit A (continued) - Sample Agreements

Hilton Fort Collins Event Agreement

Today's Date: August 15, 2025

Catering Mgr: Deverin Masters

GROUP INFORMATION

ACCOUNT: **Colorado State University Athletics (CSU)**
 POST AS: **Air Force v CSU**
 CONTACT: **Colton Bosnos**
 TITLE: **Director of Football Operations** ON-SITE CONTACT: Colton Bosnos
 ADDRESS: **McGraw Athletic Center**
Colorado State University
Fort Collins, CO 80523-0120
 TELEPHONE: **(702) 612-7887**
 FAX:

2025 EVENT AGENDA

Date	Time	Event Class	Room	Setup	AGR	Rental
Thu, 11/27/25	2:00 PM - 9:00 PM	Setup	SALONS 3, 4, 6	Round Tables of 8	110	0
Thu, 11/27/25	2:00 PM - 9:00 PM	Hospitality	PRECONVENTION	Special Setup Instructions	5	0
Thu, 11/27/25	3:40 PM - 4:30 PM	Dinner	SALONS 3, 4, 6	Round Tables of 8	110	0
Thu, 11/27/25	3:40 PM - 9:00 PM	Setup	SALON 2	Theater	60	0
Thu, 11/27/25	3:40 PM - 9:00 PM	Setup	SALONS 1 & 5	Theater	100	0
Thu, 11/27/25	3:40 PM - 9:00 PM	Setup	THE RAMS ROOM	Special Setup Instructions	6	0
Thu, 11/27/25	8:00 PM - 9:00 PM	Dinner	SALONS 3, 4, 6	Round Tables of 8	110	0
Fri, 11/28/25	7:30 AM - 8:30 AM	Breakfast	SALONS 3, 4, 6	Round Tables of 8	110	0
Fri, 11/28/25	7:30 AM - 10:00 AM	Hospitality	SALONS 3, 4, 6	Round Tables of 8	110	0
Fri, 11/28/25	7:30 AM - 10:50 AM	Meeting	SALON 2	Theater	60	0
Fri, 11/28/25	7:30 AM - 10:50 AM	Meeting	THE RAMS ROOM	Special Setup Instructions	6	0
Fri, 11/28/25	8:00 AM - 10:50 AM	Hospitality	PRECONVENTION	Special Setup Instructions	2	0
Fri, 11/28/25	8:00 AM - 10:50 AM	Meeting	SALONS 1 & 5	Theater	100	0
Fri, 11/28/25	8:45 AM - 10:50 AM	Cater out Reception	SALONS 3, 4, 6	Existing Setup	110	0
Fri, 11/28/25	10:20 AM - 10:45 AM	Lunch	SALONS 3, 4, 6	Existing Setup	110	0

****ALL ROOMS SUBJECT TO CHANGE****

BILLING INFORMATION

Method of Payment: *CSU Purchase Order or P-Card*

Select One:

TAXABLE
 TAX EXEMPT

***All Deposits are Non-refundable**

- For direct billing, please complete the enclosed credit application. Application must be received 30 days prior to function.*

PAYMENT BY P-CARD OR COMPANY CHECK

If **Colorado State University Athletics (CSU)** wishes to pay any portion of its obligation by credit card or company check, the attached form must be filled in prior to execution of this Agreement and faxed to our Accounting Office at **(970) 494-2980**. If you are using a P-CARD, please state the maximum dollar allowance for hospitality charges. If your P-CARD maximum is less than your estimate, this agreement must be signed by CSU Purchasing and accompanied with a purchase order.

P-CARD Hospitality Maximum: _____

ADDITIONAL INFORMATION

TERMS AND CONDITIONS

Based on the approximate number of guests set forth above, a minimum of \$12,000.00 in food, beverage, and room rental will be spent at your function. This minimum does not include service charges, tax, labor charges, audio visual, parking, or any other miscellaneous charges incurred. Should your final count drop below the approximate number of guests listed above, we will be happy to advise you on additional alternatives in food and beverage which will bring you back up to the agreed upon minimum revenue figures for your function.

PAYMENT: Payment will be made by P-CARD or Purchase Order at conclusion of event. Payment can be in the form of certified funds. Direct billing is only allowed with 30 days approval. If your function is guaranteed to a credit card, a completed Credit Card Authorization must be on file.

MENU: Menu selection and set-up details should be arranged 30 days in advance of your event. Menu prices can be guaranteed up to (2) months prior to the scheduled date of a function.

FOOD AND BEVERAGE: In compliance with city and state health and liquor laws, all food and beverages served at functions associated with the Event must be provided, prepared and served by Hotel, and must be consumed on Hotel premises. Any exceptions (i.e., wedding cakes) must have signed approval from the Director of Catering.

Colorado State University Athletics (CSU) understands that Hotel’s liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are under age. It is the responsibility of **Colorado State University Athletics (CSU)** to notify the Hotel if any attendees are minors and to ensure minors attending the event are not served alcoholic beverages.

GUARANTEE: The guarantee number must be submitted to the hotel by XXXXX. It is the responsibility of the group representative to provide the guarantee number. If a guarantee number is not provided, the original expected number will be used for preparation and billing.

BANNERS: No items may be affixed to the walls of doors. With advance notice, our engineering staff will be happy to hang up one banner at no charge. Additional requests will incur a labor charge.

SIGNAGE: All customer signage must have Hilton Fort Collins approval prior to posting.

SERVICE CHARGES: All food and beverage and room rental is subject to a 25% service charge.

RESPONSIBILITY: The hotel will not accept any responsibility for damage to or loss of any merchandise or articles left in the hotel prior to, during, or following the customer's function.

FOOD AND BEVERAGE ATTRITION / CANCELLATIONS: The final guarantee of persons attending the events is due at 10:00AM, three (3) working days prior to the start of the event. The final guarantee may not fall below 80% of the contracted number of attendees. Should guaranteed numbers of attendees fall below 80% of the contracted number – a penalty equivalent to the difference and 80% will be assessed as additional room rental. Should the client fail to communicate a final guaranteed number of attendees 72 business hours prior to the above function(s), the above, agreed number of attendees will be considered the final guaranteed number of guests.

Function cancellations made 31-90 business days prior to an event will result in cancellation damages of 50 % of anticipated revenue. Function cancellations made within 30 business days before an event will result in cancellation damages of 100% of the anticipated revenue. The hotel will exert every effort to resell the space. If we are able to book an event at a revenue equivalent to the canceled function, the cancellation damages will be waived. Payment is due within 30 days of receipt of invoice.

Changes to the meeting room set-up, after the room has been set, per the contract, can result in additional charges.

Customer agrees to assist hotel in recovering costs for any damage done to the function room or any other part of the Hotel by the Customer, his guests, invitees, employees, independent contractors or other agents under Customer's control.

This agreement (and any additional pages attached hereto) constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by **Hilton Fort Collins** and **Colton Bosnos/Colorado State University Athletics (CSU)**.

EQUAL OPPORTUNITY

The Equal Opportunity Clauses required by Executive Order 11246, as amended, the Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212 (formerly 2012), Section 503 of the Rehabilitation Act of 1973, as amended, Executive Order 13201, as amended, and their implementing regulations at 41 CFR Chapter 60 (including 41 CFR 60-1.4, 41 CFR60-250.5, CFR60-300.5 and 41 CFR 60-741.5 respectively) are part of this contract and binding upon the parties, including any Seller, Purchaser, Contractor, Subcontractor, Vendor, or Supplier) unless exempted by rules, regulation or orders of the Secretary of Labor. The parties further agree to adhere to all federal, state and local nondiscrimination laws regarding equal opportunity for all persons without regard to race, color, religion, sex, national origin, disability or veteran’s status.

All of us at Hilton Fort Collins would like to welcome you. We look forward to a most successful event.

	Director of Sales & Marketing	August 15, 2025
<i>Ann Marie Cole</i>	Title	Date
<hr/>		
<i>Organization’s Authorized Signature</i>	Title	Date
<i>CSU Purchasing Authorized Signature</i>	Title	Date

EXHIBIT B
PRICE, COST AND PAYMENT PROVISIONS

1. PAYMENT PROVISIONS.

1. Nature of Payments. The timing and amount of payments made to Contractor under this Contract shall be one or more of the following:

A. The contract price of \$enter dollar amount. Payment amount and scheduling shall be made as follows:

DATE, EVENT or DELIVERABLE	AMOUNT PAYABLE

B. Per the payment schedule and amounts identified in **Exhibit D**.

C. For time and material/hourly labor contracts, University shall pay the Contractor at the rate of \$_____ per hour for labor, plus cost of materials, with total charges not to exceed a maximum price of \$enter dollar amount. The Contractor shall successfully complete the contracted services in accordance with the Contract requirements within the maximum price specified herein. The Contractor shall submit invoices monthly, together with proof of time and costs, no later than the tenth (10th) day of the month. Payments will be made within thirty (30) days after invoice.

D. For cost reimbursement contracts, University shall reimburse the Contractor’s actual, reasonable, and allowable costs, as defined herein, not to exceed \$enter dollar amount. The Contractor shall submit invoices monthly no later than the tenth (10th) day of the month. Payments will be made within thirty (30) days after receipt of invoice.

2. Inclusions. Except as otherwise set forth in this exhibit, the above rates include all fees, costs and expenses, including, but not limited to, labor costs, travel expenses, parts, service, repair, removal, replacement, supplies, installation, testing, reporting, analysis, delivery charges and any other expenses incurred by Contractor in the performance hereunder.

EXHIBIT C
FEDERAL FUNDS ADDENDUM

Should federal funds be used for payment by University under the Contract, the following provisions shall be deemed incorporated and made a part of the Contract:

1. Equal Employment Opportunity. Contractor shall comply with E.O. 11246, "Equal Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. Copeland "Anti-Kickback" Act, 18 U.S.C. 874 and 40 U.S.C. 276c (Applicable to contracts in excess of \$2000 for construction or repair.). Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the University.
3. Davis-Bacon Act, as amended, 40 U.S.C. 276a to a-7 (Applicable to construction contracts of more than \$2000.). Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provision Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the University.
4. Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701-3708 (Applicable to construction contracts of more than \$2000 and other contracts involving the employment of mechanics or laborers in excess of \$2500.). Contractor must comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), as supplemented by Department of Labor regulations (29 CFR part 5). Under the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under a Contract or Contract. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Governmental Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

6. Clean Air Act 942, U.S.C. 7401, et seq., and the Federal Water Pollution Control Act, 33 U.S.C. 1251, et seq., as amended (Applicable to Contracts and sub-grants of amounts greater than \$100,000.). Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401, et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251, et seq.). Violations shall be reported to the University and the Regional Office of the Environmental Protection Agency (EPA).

7. Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the University.

8. Debarment and Suspension, Executive Orders 12549 and 12689. No contract shall be made to parties listed on the general Services Administration’s List of Parties Excluded from Federal Procurement of Non-procurement Programs in accordance with Executive Orders 125449 and 12689, “Debarment and Suspension.” This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than Executive Order 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

9. Combating Trafficking in Persons, 22 U.S.C. 7101. The United States Government has adopted a zero-tolerance policy regarding Contractors and Contractor employees that engage in or support severe forms of trafficking in persons, procurement of commercial sex acts, or use of forced labor. During the performance of this Contract, Contractor shall ensure that its employees do not violate this policy. Should University become aware that Contractor has violated this policy, University may terminate the contract for breach in accordance with the termination clause herein.

EXHIBIT D
AGREEMENT PROCESSING AND PAYMENT TERMS

1. Event or Group Sales Agreement (“Agreement”) means an agreement, executed by both parties, setting forth times, prices, catering, rooms, conference space, or other related services or goods to be provided at the Hotel by Contractor to the University.
 2. Room/Services/Banquet Event Order (“Order”) means the specific order sheet, hotel rooms contract document, or other documentation required by Contractor to be signed by guests, CSU representatives, or any other person acting as the authorized agent for CSU when reserving, checking in, or ordering room nights, conference rooms, catering, or any other things or services from Contractor, pursuant an Agreement or not, no matter what such document may be called or by whom signed.
 3. Purchasing Rooms, Catering, and Other Services Under this Master Contract. Agreements issued under this Master Contract shall be purchased as follows. First, the University shall specify the desired room nights, conference rooms and facilities, services and any other requirements. Second, Contractor shall propose a price using the rates established in Exhibit D and shall supply the University authorized representative with a written agreement substantially similar to the examples contained in Exhibit A. The proposed Agreement shall include all pertinent information such as dates, services and goods to be provided, additional costs if any, or other required services or goods. Once the Parties agree regarding the foregoing, they shall execute the Agreement as consistent with the provisions provided herein. Purchases made through Room Services/Banquet Event Orders may be completed as through the ordinary course of business by Contractor, subject to the requirements set forth below.
 4. Proposed Agreements and Room Services/Orders. Agreements and Orders be processed as follows:
 - A. Purchases up to \$10,000 may be through an Agreement or an Order, and must executed on behalf of the University by authorized delegates of the Board of Governors and the State Controller, and attached to a purchase orders.
 - B. Purchases of \$5,000 or less may be completed by an Agreement, signed pursuant to subsection A, above, or through an Order, signed by a University employee who is presenting his or her CSU-issued procurement credit card (PCard) at the point of sale to pay for the Agreement.
 - C. Contractor shall not cause or allow any person to split one transaction into multiple transactions to evade the above-described dollar limits.
- 2) Room Rates. Agreements under this Contract shall be paid at the following rates:
- A. University and Contractor shall agree on the specific room rates at the time of execution of the Agreement. Such rates shall be equal to or lower than the prevailing block or governmental rates charged by the Contractor.
- 3) Payment Terms.
- A. **PCard**. For the purposes of this Contract, PCard means a credit card issued by CSU to a cardholder who is an employee of CSU who is authorized to utilize such card for hotel rooms and services. For Orders paid by PCard(as provided above), the University is the

account holder and the individual presenting the PCard for payment must be the person whose name is shown on the face of the PCard as the cardholder for a PCard to be effective. PCards may not be used to pay for room nights, food, beverages or other services to be used or consumed by the cardholder personally, but only for official business purposes of the University (e.g., room nights, catering, and services for conference attendees, official visitors, meetings, etc.).

- B. **Purchase Order.** For Agreements over \$3000, the University shall pay by purchase order. A purchase order shall be returned by University after execution of an Agreement as a guarantee of payment. Payment is due to Contractor 30 calendar days after University receives a final, approved invoice for the services and goods provided.
 - C. **Credit Application.** Notwithstanding anything in an Agreement or Order, the University does not have to complete a credit application in order to pay by purchase order.
 - D. **Guest Room Charges.** The University shall have the following options for payment for guest rooms for any given event:
 - 1. All Charges to Master Account: University will pay your attendees' guest room charges. Accordingly, all charges incurred by attendees to their room account will be charged to University Master Account.
 - 2. Specific charges only to Master Account: University will pay only a selection of room charges, parking, portage, or other fees as specified in the Agreement or Order.
- 4) Other Charges. Additional charges, including service, set up, and parking charges, may be included in an Agreement or Order. These must be explicitly itemized in the Agreement or Order or they will not be paid by University.
- 5) Tax Exemptions. The University is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS Sec. Sec. 39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services are rendered to benefit the University; provided however, that certain political subdivisions (e.g., City and County of Denver) may require payment of sales or use taxes even though the product or service is provided to the University. Contractor shall not invoice or collect any tax payment as to which the University is exempt. Upon request the University will furnish the Contractor with a copy of its exemption certificate.
- A. This provision shall be read to satisfy any requirement in any Agreement regarding the provision of a tax exempt certificate.
 - B. Notwithstanding the foregoing, the University is not exempt from sales taxes levied on goods and services that are resold to others or provided to persons who have paid a registration fee to attend the event where such goods and services are to be provided or consumed.

EXHIBIT E – HILTON ADDITIONAL TERMS AND CONDITIONS

1. **Function-Specific Terms:** For any event held at the hotel under an Agreement, the following will apply:
 - A. **Overtime:** University agrees to begin its event promptly at the scheduled start time and to have its attendees, invitees and other persons vacate the designated function space at the agreed upon end time. University must reimburse Contractor for any overtime wage payments or other expenses incurred by Contractor because of University's failure to comply with these requirements.
 - B. **Outside Contractors:** The Contractor offers all services necessary for a successful meeting. However, if the University finds it necessary to use outside services, any companies, firms, agencies, individuals and groups hired by or on behalf of University shall be subject to prior written approval of the Contractor, which shall not be unreasonably withheld, and Contractor may have a list of approved contractors. Upon prior reasonable notice to the Contractor from the University, the Contractor shall cooperate with such contractors and provide them with facilities at the premises to the extent that the use and occupancy of the facilities by the contractor does not interfere with the use and enjoyment of the Contractor premises by employees and other guests and patrons of the Contractor. The University's contracts with its contractors will all specify that contractor will indemnify, defend and hold Contractor harmless from and against any and all damages or liabilities which may arise from such contractors' activities at the hotel. Any contracted company working at the hotel is required to carry and maintain workers' compensation insurance in statutory amounts; comprehensive general public liability insurance covering automobile, person injury and property damage with single limits of not less than two million dollars (\$2,000,000) per person, per occurrence. All such policies (except workers' compensation) shall specifically state Contractor and Atrium Hospitality LP is named as an additional insured. Such insurance shall be primary and not contributory with any insurance maintained by the Contractor. The Contractor reserves the right to advance approval of all specifications, including electrical requirements, from all outside contractors, and to charge a fee for outside services brought into the hotel. The University bears all responsibility for the payment of any charges incurred at the hotel by its contractors.
 - C. **Security:** If required, in Contractor's reasonable judgement, or upon request of the University, in order to maintain adequate security measures in light of the size and/or nature of an event, the University will provide, at its expense, security personnel supplied by a licensed guard or security agency, which agency will be subject to Contractor's prior approval. Such security personnel shall not carry weapons unless prior written approval is granted by Contractor. Security agency will be required to provide proof of insurance, naming the Contractor and Atrium Hospitality LP as additional insureds to the policy, and sign a hold harmless agreement before they will be allowed to provide services on Contractor premises.
 - D. **Signage:** Signs and banners are not allowed in the Contractor's public areas. In regard to the group's meeting space, all signs must be professionally printed and their placement and posting be pre-approved by the Contractor. Nothing shall be posted, nailed, screwed or otherwise attached to walls, floors, or other parts of the building or furniture. Distribution of gummed stickers or labels is strictly prohibited. If University desires to hang or adhere

posters, banners, flip chart paper or other material in meeting rooms, sleeping rooms or public space, your conference service manager must be notified of this request in advance, and will assist University with the request in order to avoid damage to rooms, walls, etc.

- E. Placement of Tables and Use of Decorations, Props and Staging:** Tables must be located in compliance with local Fire Department regulations pertaining to mandatory aisles and fire exits. University is responsible for ensuring that decorations, props, or staging brought into the Contractor comply with local fire department regulations. University may not utilize pyrotechnics.
- F. Function Space Assignments:** The Contractor reserves the right to assign another room for your function in the event the room originally designated for your function shall be unavailable or inappropriate, in the Contractor's sole opinion.
- G. Music:** Loud music and bands are not allowed in any public areas or meeting rooms during daily business hours. Any use of amplifiers or live music must be approved in advance in writing. We reserve the right to control decibel levels in all areas of the Contractor. University represent and warrant that all copyright and publishing fees for all compositions, materials or arrangements performed or played at your event have been paid in full.
2. **Disclosure of Third Party Payments:** If the Contractor Agreement provides for the Contractor to pay a commission, rebate, subsidy, housing fee and/or event planner bonus, or provide any free or discounted guest rooms for any person, in connection with your Event (collectively, a "Third Party Payment"), then University (and the designated Meeting Planner if the Meeting Planner is signing the Agreement on the University's behalf) agree to take full responsibility for determining whether further disclosure of the Third Party Payment is required and for making such disclosure if it is required.
 3. **Credit Card Payments:** Contractor may utilize a third-party service to receive secure electronic payments and signatures authorizing said payments.
 4. **Contractor Logo:** University shall not use the name, trademark or logo or any other proprietary designation of the Contractor in any advertising or promotional material without the prior written permission of the Contractor (except that University may use the name and address of the Contractor as reasonably required to identify the Event location and to advise the University's attendees concerning reservations and charges). Contractor has the right to review and approve in advance any advertisements or promotional materials in connection with University function which specifically refers to the Contractor or uses its name or logo.
 5. **Compliance with OFAC Laws:** University represents and warrants that its attendees are currently not on the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) List of Specially Designed Nationals and Other Blocked Persons (including terrorists and narcotics traffickers) (the "OFAC List"), nor on any similar restricted party listings, including those maintained by other governments pursuant to applicable United Nations, regional or national trade or financial sanctions. If the University is added to any such restricted party list prior to your arrival date, then University must notify us immediately. The OFAC List can be found by visiting <https://sanctionslist.ofac.treas.gov/Home/SdnList> . Contractor may terminate an Agreement without liability if they reasonably believe it is necessary to do so in order to comply with its obligations under such laws or regulations, including if the University is added to any restricted party listings as described in this section.
 6. **Covid-19 Disclosure:** In light of the Covid-19 pandemic Contractor has/is currently using enhanced safety and cleaning protocols which are summarized in the Contractor's "Cleanliness Assured™" program, the details of which will be provided to University upon

request. The University may also notice signage and other operating protocols at the hotel designed to assist hotel staff and guests in complying with the CDC guidelines and recommendations. Of course, an inherent risk of exposure to Covid-19 exists in any public space where other people are present, which risk is reduced when all parties work to adhere to CDC guidelines and recommendations. The Contractor encourages the University to similarly establish appropriate protocols for its attendees consistent with the CDC guidelines and recommendations, including using cashless payment options, maintaining physical distancing, wearing of face coverings when appropriate, and directing attendees who are feeling ill or otherwise symptomatic to not attend. CDC guidelines and recommendations may be found at [cdc.gov](https://www.cdc.gov).

7. Cancellation of an Agreement by Contractor. In the event the Event is canceled by the Contractor for reasons other than those rights of termination outlined herein (or by University due to default by Contractor), University shall be entitled to move the Event to a comparable hotel, and the Contractor shall owe the following damages to the University (subject to the University's duty to act reasonably to mitigate its damages): (1) the increase, if any, in room rate; (2) the increase, if any, in meeting space rental rates; (3) the increase, if any in menu prices for comparable menus at contracted banquet food and beverage functions; (4) the cost, if any, of notifying attendees of the change in location, and (5) the cost, if any, of reprinting collateral material.
8. Guest Reservation Information: If the University requests that Contractor provide the University and/or its representative(s) with access to guest reservation information pertaining to guests who have reserved rooms at the Contractor in connection with your Event (each, an "Attendee"), then the University certifies that it has already obtained, or will obtain, consent from each of its Attendees for the Contractor to provide the University and/or its representative(s) such Attendee's reservation information, and further agrees to assist in recovery, for any costs, damages, fees or expenses of any kind arising from any claim(s) by an Attendee relating to the Contractor's or Atrium Hospitality LP's disclosure of any Attendee's reservation information.