THE UNIVERSITY OF TEXAS AT AUSTIN
STANDARD HOTEL AGREEMENT #AE003

EVENT AND CONTACT INFORMATION

Event Name: Tournament of Champions of Academic Excellence

Event Start and End Dates: 02/05/2009 through 02/08/2009

Department Contact: James J. Jameson, PhD
Professor of Academic Excellence
The University of Texas at Austin
College of Liberal Arts
Department of Academic Excellence – AEB 3.333
1 University Station Z3333
Austin, Texas 78712
512-471-9999; FAX 512-471-0000
james@ae.mail.utexas.edu

Hotel Contact: Janie J. Jingleheimer
Sales Manager
Hotel California – South Lake Tahoe
3333 Scenic Drive
South Lake Tahoe, California 93333-3333
333-333-3333; FAX 000-000-0000
jjj@hotcaliSLT.com

PURPOSE AND AGREEMENT

This Agreement for hotel accommodations is made and entered into effective as of the later of April 30, 2008 or date fully executed by both parties ("Effective Date"), by and between The University of Texas at Austin, an institution of higher education of the State of Texas ("University"), for and on behalf of its Department of Academic Excellence – College of Liberal Arts ("Department") and Hotel California – South Lake Tahoe, with its principal place of business at 3333 Scenic Drive, South Lake Tahoe, California 93333-3333 ("Hotel"). The Department and Hotel for and in consideration of the mutual promises and covenants expressed herein, agree to the terms and conditions of this Agreement.

ATTACHMENTS

The Applicable Attachments checked below are hereby incorporated for all intent and purposes. Should a conflict arise between the Agreement and any Attachment, the Agreement shall control. The contents of the Attachments may not expand upon or grant waivers to any provision in this Agreement relating to Indemnification, Liability or Insurance.

(Check and attach Applicable Attachments)

[ X ] Guest Room Accommodations
[ X ] Conference Room, Catering, Equipment, and/or Auxiliary Activities

TOTAL COMPENSATION

The Department will compensate the Hotel in accordance with Applicable Attachments. Notwithstanding the Applicable Attachments, total compensation by Department to Hotel, excluding amounts payable by guest, shall not exceed thirty-six thousand four hundred forty dollars and no cents ($36,440.00).
DIRECT BILL

All charges accrued and payable by the Department will be applied to the Direct Bill Account. If an existing Direct Bill Account is not already established and on file, Department will submit information required to establish a Direct Bill Account prior to the Event start date.

BILLING ARRANGEMENTS

The Direct Bill Account and/or Guest(s) will be charged for accommodations as indicated below. Guests will be required to establish individual credit or provide a major credit card at time of reservation or at check-in.

<table>
<thead>
<tr>
<th>Billing Arrangements:</th>
<th>Direct Bill</th>
<th>Guest</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Check Applicable Party)</td>
<td>[X] Room &amp; Tax</td>
<td>[ ]</td>
</tr>
<tr>
<td>[ ] Incidentals</td>
<td>[X]</td>
<td></td>
</tr>
<tr>
<td>[X] Conference Room</td>
<td>[ ]</td>
<td></td>
</tr>
<tr>
<td>[X] Catering / Banquet</td>
<td>[ ]</td>
<td></td>
</tr>
<tr>
<td>[X] Auxiliary Equipment</td>
<td>[ ]</td>
<td></td>
</tr>
<tr>
<td>[ ] Auxiliary Activities</td>
<td>[X]</td>
<td></td>
</tr>
</tbody>
</table>

For line items with both Direct Bill and Guest are checked, use the Applicable Attachment to detail obligations of each party.

PARKING

Billing Arrangements:

[X] No charge for parking

TAX EXEMPT STATUS.

The University of Texas at Austin is exempt from State of Texas Sales Tax and Federal Excise Tax. Hotel shall review invoicing for Direct Bill Account to insure no State of Texas Sales Tax, Federal Excise Tax or other tax, from which University is exempt, is charged the Department. Department will furnish a Tax Exemption Certificate upon request.

INVOICING AND PAYMENT OF DIRECT BILL ACCOUNT

Hotel shall review invoicing for Direct Bill Account to insure no State of Texas Sales Tax, Federal Excise Tax or other tax, from which University is exempt, is charged the Department. The outstanding balance of Department’s Direct Bill Account, excluding disputed charges, will be overdue on the 31st day after the later of: a) the completion of the Event or b) receipt of invoice by Department. Upon resolution of any disputed charges, the Hotel shall invoice such remaining charges to the Department. Payment of the revised charges shall be overdue on the 31st day after receipt of invoice by Department. The rate of interest that accrues on an overdue payment is defined in Texas Government Code, Chapter 2251.025, INTEREST ON OVERDUE PAYMENT, which is generally stated as Prime Rate (on July 1st) plus 1% effective the following September 1st.

CANCELLATION

Should it become necessary for Department to cancel this contract, Department may do so without penalty or recourse. Department will make good faith efforts to place this meeting or a comparable
meeting as follows: 1) Hotel will be the first choice hotel to renegotiate for a future meeting, should Department choose a future date in Kerrville, Texas, or 2) should Department choose not to return to Kerrville, Texas, the Hotel will be the first choice hotel to bid on a comparable meeting to arrive within six months of the original cancellation. Based upon good faith negotiations by both parties, Department will make every effort to place this comparable meeting at the Hotel.

**CANCELLATION FOR CAUSE**

Both parties shall have the right to cancel this Agreement for cause, consistent with the following:

A. If either party is in default of performance of any obligation under this Agreement, the party that is not in default may give written notice of the default to the other party and if the party notified fails to correct the default within fifteen (15) days or within such period fails to satisfy the party giving notice that the default does not exist, the party giving notice may terminate this Agreement upon expiration of the fifteen (15) day period.

B. In the event the Hotel may be undergoing any substantial construction or renovation during the meeting dates that would materially affect the event, the Hotel shall promptly notify Department and Department shall have the right to cancel this Agreement without liability if, in Department’s reasonable judgment, such construction or renovation may tend to unreasonably affect the use of the facilities or the quality of service to be provided under this Agreement.

**FIRE SAFETY INSPECTION**

Hotel certifies that it is in compliance with relevant provisions of The Texas Government Code, Section 417.008 Inspection authority of the State Fire Marshal; Texas Administrative Code 28 TAC 34.303; Texas Health and Safety Code, Title 9. Safety, Chapter 791, Fire Escapes, and Chapter 792, Smoke Detectors in Hotels; or locally adopted fire code, and that Hotel has had a fire safety inspection within the past twelve months. This Agreement may be terminated in its entirety, without penalty or recourse, by The University or by order of the Texas State Fire Marshal or the Fire Marshal with local jurisdiction, if this certification is inaccurate.

**FORCE MAJEURE**

Neither party hereto shall be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, terrorist activity or threat, closure or congestion of airports, order or restriction by any governmental authority, or any other circumstances of like character.

**RELOCATION PROVISIONS**

If Hotel is unable to provide Guest Room Accommodations to a guest holding a confirmed reservation, Hotel will provide the following to each attendee not accommodated at the Hotel: arrangements for accommodations at a comparable nearby hotel and payment for one night of accommodation; complimentary transportation for attendee to and from the Hotel; priority reservations for the first available room at Hotel the next night; one long distance phone call to provide notice of the change of location; and list the guest’s name with the Hotel switchboard, in order to facilitate the transfer of the guest’s phone calls to the alternate hotel.
**SIGNS AND DISPLAYS**

No signs, banners or displays shall be created, displayed or affixed in any part of the Hotel without the prior approval of the Hotel.

**PACKAGES**

All packages sent to Hotel should be received within but not before 72 hours of the Event and marked with the date and name of Event. All boxes sent to the hotel exceeding 20 pounds will be assessed a package handling fee of $15.00 per box.

**AMERICANS WITH DISABILITIES ACT**

The Hotel shall provide, to the extent required by the Americans with Disabilities Act, such auxiliary aids and/or services as may be reasonably requested by Department, provided that Department gives reasonable advance written notice to the Hotel of such needs. Department shall be responsible for the cost of any auxiliary aids and services (including engagement of and payment of specialized service providers, such as sign language interpreters), other than those types and quantities typically maintained by the Hotel.

**REFUND OF DEPOSIT/PREPAYMENT**

In the event deposit is required and the Agreement is subsequently canceled by Hotel for reason not attributable to Department or if canceled by Department for default of performance by Hotel or Force Majeure, Hotel will return the deposit to Department within thirty days of cancellation.

**PRE-CONFERENCE PLANNING VISITS**

If pre-conference planning visits to the Hotel are necessary, the Hotel agrees to furnish complimentary accommodations to Department representative(s), on a space-available basis.

**FUNCTION ROOM ASSIGNMENT CHANGES; DISHONORED RESERVATIONS**

Appropriate Event space will be assigned to suit the specific requirements of Department’s meeting. Due to the possibility of changes in the number of attendees, Hotel will reserve the right to reassign all meeting space if the number of attendees is changed. The Hotel may, with a minimum 72 hours written notice to Department, reassign function room space, provided such space is comparable to originally assigned space. If the Hotel cannot honor a guaranteed reservation for an attendee arriving as specified in the Agreement, the Hotel shall secure and assume the financial responsibility for ground transportation and equivalent or better accommodations at the nearest comparable hotel.

**FOOD AND BEVERAGES**

Due to licensing requirements and quality control issues, all food and beverage to be served on Hotel property must be supplied and prepared by the Hotel. The Hotel reserves the right to cease service of alcoholic beverages in the event that persons under the state mandated age limit are present at the Event and attempt to receive service of alcoholic beverages. Hotel further reserves the right to deny alcoholic beverage service to guests who appear to be intoxicated.
INDEMNIFICATION

To the extent authorized by the Constitution and laws of the State of Texas, and subject to the exercise by the Texas Attorney General of his/her statutory duties, University agrees to indemnify and hold Hotel harmless against any and all claims, demands, damages, liabilities and costs incurred by Hotel, which result from or arise in connection with the negligent acts or omissions of University or its employees, acting within the scope of their employment and in performance of obligations under this Agreement. The University shall not provide indemnification or be liable for the intentional or negligent acts or omissions of guests, invitees, and other persons not employed by the University.

Hotel agrees to indemnify and hold University and its respective officers, agents, and employees free and harmless from all liability, loss, damage, costs, and all other claims for expenses asserted against any of them which may arise from injuries to persons or property occasioned by the intentional or negligent acts or omissions of Hotel or its employees.

LIABILITY AND INSURANCE

It is the stated policy of the University not to acquire commercial general liability insurance for torts committed by employees of the University who are acting within the scope of their employment. Rather, Hotel must look to the Texas Tort Claims Act for relief with respect to property damage, personal injury, and death proximately caused by the wrongful act or omission or negligence of University or its employees, acting within the scope of their employment. The University does not provide insurance coverage or accept liability for the intentional or negligent acts or omissions of guests, invitees, and other persons not employed by the University.

DISPUTE RESOLUTION

To the extent that Chapter 2260, Texas Government Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the University and Hotel to attempt to resolve any claim for breach of contract made by Hotel that cannot be resolved in the ordinary course of business. The Chief Business Officer of University shall examine Hotel’s claim and any counterclaim and negotiate with Hotel in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the execution of this Agreement by University nor any other conduct, action or inaction of any representative of University relating to this Agreement constitutes or is intended to constitute a waiver of University's or the State's sovereign immunity to suit; and (ii) University has not waived its right to seek redress in the courts.

TEXAS FAMILY CODE CHILD SUPPORT CERTIFICATION

Pursuant to Section 231.006, Texas Family Code, Hotel certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

VENUE; GOVERNING LAW

The Agreement shall be construed, interpreted, applied and enforced under the laws of the State of Texas. Should a dispute arise under this Agreement, Travis County, Texas, shall be the proper place of venue.
ACCEPTANCE

The Hotel agrees to hold the arrangements listed in this Agreement on a tentative basis until 05/31/2008. If the Agreement is not fully executed by 05/31/2008, the Hotel may release these arrangements. If a request is received from another party for the same arrangements, the Hotel will notify the Department and the Department will have forty-eight (48) University business day hours, excluding Saturday and Sunday, from the time of notification by the Hotel to execute this Agreement or release the arrangements.

ENTIRE AGREEMENT; MODIFICATIONS

The Agreement supersedes all prior agreements, written or oral, between Hotel and Department and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. The Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Department and Hotel.

FINANCIAL OBLIGATIONS AND LIMITATIONS ON AUTHORITY

Hotel acknowledges that the authorized University representative signing this Agreement only is authorized to obligate the University for payment of guest rooms, conference rooms, catering/food, equipment, and auxiliary services.

When signed by authorized representatives of both parties, this Agreement, along with Applicable Attachments, constitutes a binding agreement between the University and Hotel as of the above Effective Date.

The University of Texas at Austin

By: [SAMPLE FOR ILLUSTRATION PURPOSES ONLY]
Destin Ray Smith, CTPM, CRA
Senior Grants and Contracts Specialist
College of Liberal Arts

Date: ________________________________

Hotel California – South Lake Tahoe

By: [SAMPLE FOR ILLUSTRATION]
Janie J. Jingleheimer
Sales Manager

Date: ________________________________
GUEST ROOM ACCOMMODATIONS

ROOM BLOCK

Hotel agrees that it will provide, and Department agrees that it will be responsible for utilizing two hundred and ten (210) room nights in the pattern set forth below with the following rates:

<table>
<thead>
<tr>
<th>ROOM TYPE</th>
<th>RATE</th>
<th>02/05/2008</th>
<th>02/06/2009</th>
<th>02/07/2009</th>
</tr>
</thead>
<tbody>
<tr>
<td>Run of House - Single and Double</td>
<td>$139.00</td>
<td>70</td>
<td>70</td>
<td>70</td>
</tr>
<tr>
<td>Total Rooms</td>
<td></td>
<td>70</td>
<td>70</td>
<td>70</td>
</tr>
</tbody>
</table>

The additional charge for Triple and Quad occupancy is $0.00 per person.

RESERVATION METHOD

[X] Reservations will be made by Rooming List to Hotel on or before the Cut-Off Date.

All rooms shall be available for check-in no later than 3:00 PM with a check-out time of 12:00 PM.

RESERVATION GUARANTEE

All reservations must be guaranteed by Department with Rooming List or by Guest with a valid major credit card, which will be supplied at the time of reservation. Cancellations will be accepted prior to 12 PM local Hotel time on the day of arrival. Cancellations after this time will result in applicable room rate and tax being charged to the Direct Bill Account or credit card on file of the party that made the reservation. If there are any exceptions to this procedure, the Hotel will receive written notification from the Department.

CUT-OFF DATE

The Hotel agrees to hold the above-noted room block until 21 days prior to event. At that time, rooms not covered by rooming list or individual reservations shall, subject to the terms hereof concerning guarantees, cancellation and attrition, be released from room block and the Hotel shall have the right to sell any rooms so released. Hotel may continue to accept reservations received after the Cut-Off Date on a space and rate available basis.

Reservations that are made after the Cut-Off Date period will be added to Department's overall room block performance.

GUEST ROOM GUARANTEE

Department will be allowed to revise the Room Block table by 30% at any time up to 21 days prior to the event. Revisions provided in writing on or before the due date will be considered the Room Block guarantee (“Room Block Guarantee”). If revisions are not received by the due date, the figures in the above table will be used for the Room Block Guarantee.

GUEST ROOM ATTRITION

[X] Department and Hotel agree that Guest Room attrition charges will not apply to this Agreement.
CONFERENCE ROOM, CATERING, EQUIPMENT AND AUXILIARY ACTIVITIES

EVENT REQUIREMENTS

Hotel agrees that it will provide, and Department agrees that it will be responsible for utilizing the services in the pattern set forth below.

CONFERENCE ROOM / EVENT SPACE

<table>
<thead>
<tr>
<th>Date</th>
<th>Start Time</th>
<th>End Time</th>
<th>Function</th>
<th>Setup</th>
<th>Agr</th>
</tr>
</thead>
<tbody>
<tr>
<td>02/05/09</td>
<td>8:30 AM</td>
<td>5:30 PM</td>
<td>General Session</td>
<td>Classroom</td>
<td>70</td>
</tr>
<tr>
<td>02/05/09</td>
<td>10:00 AM</td>
<td>10:15 AM</td>
<td>Break</td>
<td>Break Table</td>
<td>70</td>
</tr>
<tr>
<td>02/05/09</td>
<td>3:00 PM</td>
<td>3:15 PM</td>
<td>Break</td>
<td>Break Table</td>
<td>70</td>
</tr>
<tr>
<td>02/05/09</td>
<td>6:00 PM</td>
<td>9:00 PM</td>
<td>Dinner - Plated</td>
<td>Rounds of 10</td>
<td>70</td>
</tr>
<tr>
<td>02/06/09</td>
<td>7:30 AM</td>
<td>8:30 AM</td>
<td>Breakfast Buffet</td>
<td>Break Table</td>
<td>70</td>
</tr>
<tr>
<td>02/06/09</td>
<td>8:30 AM</td>
<td>5:30 PM</td>
<td>General Session</td>
<td>Classroom</td>
<td>70</td>
</tr>
<tr>
<td>02/06/09</td>
<td>10:00 AM</td>
<td>10:15 AM</td>
<td>Break</td>
<td>Break Table</td>
<td>70</td>
</tr>
<tr>
<td>02/06/09</td>
<td>12:00 PM</td>
<td>1:00 PM</td>
<td>Brunch - Buffet</td>
<td>8 ft. Table</td>
<td>70</td>
</tr>
<tr>
<td>02/05/09</td>
<td>3:00 PM</td>
<td>3:15 PM</td>
<td>Break</td>
<td>Break Table</td>
<td>70</td>
</tr>
<tr>
<td>02/06/09</td>
<td>6:00 PM</td>
<td>9:00 PM</td>
<td>Dinner - Plated</td>
<td>Rounds of 10</td>
<td>70</td>
</tr>
<tr>
<td>02/07/09</td>
<td>7:30 AM</td>
<td>8:30 AM</td>
<td>Breakfast Buffet</td>
<td>Break Table</td>
<td>70</td>
</tr>
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<td>02/07/09</td>
<td>8:30 AM</td>
<td>5:30 PM</td>
<td>General Session</td>
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<td>Break Table</td>
<td>70</td>
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<tr>
<td>02/07/09</td>
<td>6:00 PM</td>
<td>9:00 PM</td>
<td>Dinner - Plated</td>
<td>Rounds of 10</td>
<td>70</td>
</tr>
</tbody>
</table>

Estimated Conference Room / Catering Fees (“CR/C Fees”): $7,250.00
[Includes all miscellaneous fees and local occupancy tax]

CATERING / BANQUET

Department will provide written confirmation to Hotel, no-later-than seventy-two [72] business hours prior to the Event, of specific menu selections and prices, meeting room set up requirements, and any other arrangements. The Hotel will consider these final details as the Department’s confirmed request. The Hotel will set for 5% more than the confirmed request.

EVENT GUARANTEE

Department will be allowed to revise the Conference Room / Event Space table by 50% at any time up to seventy-two [72] business hours prior to the event. Revisions provided in writing on or before the due date will be considered the event guarantee (“Event Guarantee”). If revisions are not received by the due date, the figures in the above table will be used for the Event Guarantee.

CONFERENCE ROOM / EVENT SPACE AND CATERING ATTRITION

[ X ] Department and Hotel agree that attrition charges will not apply to any meeting room accommodations, catering services, or equipment/supply services in this Attachment.