



MARRIOTT

LETTER OF INTENT

February 1, 2022

Lubbock County

Phone: (806) 775-1465

Email: amartinez@lubbockcounty.gov

Reference#: M-MBJQB60

Dear Lubbock County,

Thank you for choosing **Crystal Gateway Marriott**, located at 1700 Richmond Highway, Arlington, VA 22202-3505, (703) 920-3230, to host the **Lubbock County Room Block**. This letter outlines the requirements we discussed for your event. We are committed to meeting your needs, delighting your guests, and providing high quality service and attention to detail during your group's stay.

Rooms Information: The Hotel agrees that it will provide, and Lubbock County intends to use, **64 room nights** in the pattern set forth below:

Date	Day	Double/Double	King	Total Rooms
05/12/2022	Thu	4	12	16
05/13/2022	Fri	4	12	16
05/14/2022	Sat	4	12	16
05/15/2022	Sun	4	12	16

Start Date	End Date	Room Type	Rate
05/12/2022	05/16/2022	Double/Double	\$258.00
05/12/2022	05/16/2022	King	\$258.00

The Hotel's room rates are subject to applicable state and local taxes (**currently 14.25%**) in effect at the time of check out.

The group room rates listed above are **net non-commissionable**. Lubbock County will be responsible to pay any commissions due to any agency for this event.

Reservations for the Event will be made by a **rooming list** in a format provided by the Hotel. Lubbock County will forward its rooming list by **Thursday, April 21, 2022**.

Reservations for all guests must be received on or before **Thursday, April 21, 2022, (the "Cutoff Date")**. After the Cutoff Date, the hotel will release any unreserved rooms for general sale and, in the hotel's discretion, will accept reservations at Lubbock County's group rate, on a space and rate available basis.

If for any reason, you no longer need the block of rooms, please let us know as soon as possible, and we will be happy to cancel the room block, without charge to the group. The cancellation policy applicable to individually made reservations will continue to apply.

Lubbock County agrees that neither the Group nor attendees of the Event shall be authorized to resell room reservations made pursuant to this letter.

The following billing arrangements apply to guest rooms: **Room and tax charges to Master Account. Individuals will be responsible of covering their own incidental fees.**

Unless paid in cash, money order, or other guaranteed form of payment, all charges for the Event must be paid by credit card or company check, in which case a credit card authorization is required. Lubbock County shall provide hotel with credit card authorization information. A Credit Card Information Request e-mail will be sent to the e-mail address provided by Lubbock County. Lubbock County agrees that the Hotel may charge to this credit card any payment as required under this Letter of Intent.

This letter is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and Lubbock County agree to cooperate with each other to ensure compliance with such laws.

In the event of dispute resolution, the non-prevailing party will pay the other's costs and attorney's fees.

Privacy: Marriott International, Inc. ("Marriott") is committed to complying with obligations applicable to Marriott under applicable privacy and data protection laws, including to the extent applicable EU data protection laws. Hotel shall comply with the then-current Marriott Group Global Privacy Statement (the "Privacy Statement," currently available at <http://www.marriott.com/about/privacy.mi>) with respect to any personal data received under this Agreement.

Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration.

Lubbock County will obtain all necessary rights and permissions prior to providing any personal data to Hotel, including all rights and permissions required for Hotel, Hotel affiliates, and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Hotel's privacy statement and applicable law. Notwithstanding any other provision, Hotel may use an individual's own personal data to the extent directed by, consented to or requested by such individual.

Compliance with Equal Opportunity Laws: This section describes Marriott's obligations as a U.S. federal contractor. It does not apply to customers that are not part of the U.S. federal government or using funds from the U.S. federal government for this contract.

Marriott shall comply with all applicable laws, statutes, rules, ordinances, codes, orders and regulations of all federal, state, local and other governmental and regulatory authorities and of all insurance bodies applicable to the Hotel premises in performing its obligations under this Agreement.

Marriott (referred to as "contractor" in this section) shall comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act, as amended, which are administered by the United States Department of Labor ("DOL"), Office of Federal Contract Compliance Programs ("OFCCP"). The equal employment opportunity clauses of the implementing regulations, including but not limited to 41 C.F.R. §§ 60.1-4, 60-300.5(a), and 60-741.5(a), are hereby incorporated by reference, with all relevant rules, regulations and orders pertaining thereto. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

Marriott also shall comply with Executive Order 13496 and with all relevant rules, regulations and orders pertaining thereto, to the extent applicable. The employee notice clause and all other provisions of 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference.

To the extent applicable, Marriott shall include the provisions of this section in every subcontract or purchase order so that such provisions shall be binding upon each contractor, subcontractor or vendor performing services or providing materials relating to this Agreement and the services provided pursuant to the terms hereof.

Marriott Bonvoy Events provides Points or Miles to eligible Marriott Bonvoy Members who book and hold qualifying meetings and events at Participating Properties. Capitalized terms used in this section have the meanings given to them in the Marriott Bonvoy terms and conditions, available at <https://www.marriott.com/loyalty/terms/default.mi>.

Lubbock County and the Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) acknowledge that the Marriott Bonvoy Events program is only available to certain qualified Marriott Bonvoy Members.

Marriott Bonvoy Events is not available in certain circumstances, including (1) for any government employee or official booking a government event (U.S. government event or non-U.S. government event); (2) for any employee of a state-owned or state-controlled entity ("SOE") booking an event on behalf of the SOE; or (3) for any other planner or intermediary when booking an event on behalf of a non-U.S. governmental entity or SOE. Hotels in the Asia Pacific region are restricted from awarding Points or Miles to any intermediary booking an event on behalf of any governmental entity or SOE.

In addition, Points or Miles are available only if Lubbock County's own policies permit the Contact to receive Points or Miles for the Event.

The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) is not qualified to receive Points or Miles in connection with the Event, and by entering into this Agreement, hereby waives the right to receive an award of Points or Miles in connection with the Event.

Confirmation: Please confirm that this letter correctly reflects your needs and your intent to hold the Event by providing your signature below. Your confirmation must be received by **Wednesday, February 2, 2022**. It will be left to Hotel's discretion, based on room and rate availability, to accept this business after such date.

The Hotel's Event Manager will contact you shortly to discuss the details of your Group's stay. However, in the meantime, if you have any questions, please feel free to give me a call.

Nicole M. Reyes
Sales Manager, Mid Atlantic Multi-Hotel Sales
301-820-6047 (O)

Name: Curtis Parrish

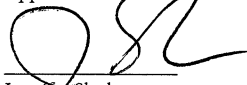
Title: County Judge

Signature:



Date: February 14, 2022

Approved as to Form:



Jennifer Slack
Lubbock County District Attorney's Office
Civil Division