



Texas Department of Motor Vehicles
Business Unit # 60800
Purchase Order # 0000003419

Payment Terms: **NET30** Freight Terms: **FOB Destination** Ship Via: **NA** PCC: **E** Date: **12/16/16** PO Method: **DG** Dispatch: **Dispatch** Rev Dt: **Via Print**

PLEASE NOTE: ADDITIONAL TERMS AND CONDITIONS MAY BE LISTED AT THE END OF THE PURCHASE ORDER.

Vendor: NORRIS CONFERENCE CENTERS
DBA NORRIS CONFERENCE CENTERS
13810 CHAMPION FOREST DR STE 144
HOUSTON TX 77069-1868
United States

Ship To: 1P10 - Enforcement Division
4000 Jackson Avenue
Austin TX 78731
United States

Vendor ID: 1742582711 4

Bill To: 4000 Jackson Avenue
Austin TX 78731
United States

Purchaser: Paula A Ramsey
Phone: 512/465-4193
Fax: 512/465-5641
Email: Paula.Ramsey@TxDMV.gov

Fax:
Email: DMV_FIN-INVOICES@TxDMV.gov

PO Information:

Change Orders:

Change orders will be allowed only if unforeseen conditions arise such as, but not limited to, increasing or decreasing quantities or if the department needs dictate changes. All changes shall be in the scope of original work. No verbal change orders shall be permitted. All change orders must be in writing with a Purchase Order Change Notice (POCN) issued by TxDMV Purchasing Section.

Payment:

Payment will be made in accordance with the Texas Prompt Payment Act, TGC, Subtitle F, Chapter 2251. Vendor shall submit one copy of a correct itemized invoice showing the purchase order number, payee ID., remit to address, and phone number on invoice. Vendors may submit an electronic invoice. All electronic invoices shall be sent to DMV_FIN-INVOICES@txdmv.gov (note: There is an underscore "_" between DMV and FIN). All invoices received at the email address will be filed for future reference and you will receive a receipt confirmation email. To avoid the confusion of duplicate invoices, please do not send other copies of this invoice via regular mail, fax or other means. On emails for electronic invoices, include the company name (as it appears on the invoice) and the purchase order number in the subject line to assist in identifying and processing your invoices in a timely manner. TxDMV will not incur any penalty for late payment if payment is made in 30 days or less from receipt of goods or services and a correct invoice, which-ever is later.

Note: warrants will not be issued to a vendor without a current Texas Identification Number.

Quantity(ies):

Quantities are estimated: TxDMV does not guarantee to purchase any minimum or maximum quantity. TxDMV reserves the right to increase or decrease the quantity(ies) of the purchase order at the same original terms and conditions. The vendor will be notified in writing by purchase order change notice of any requirements for any increased or decreased quantity(ies).

Each SVCU (service unit) is priced at \$1.00. A SVCU is a TxDMV internal system unit of measure. Vendor shall invoice at the price(s) for work authorized under the purchase order.

Texas Department of Motor Vehicles Standard Terms and Conditions can be found at: <http://www.txdmv.gov/contractors-vendors>.

TxDMV Contact is Stacey Cullen 512-465-4164

Authorized Signature

Paula Ramsey, CTM, CTM

12/16/2016



Texas Department of Motor Vehicles
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Line-Sch	Line Description	Class/Item	Quantity	UOM	Unit Price	Extended Amt	Due Date
1- 1	Meeting space for San Antonio Dealer Training/Salvage & Advertising Seminar at Norris Conference Center - January 18 - 19, 2017. See attached agreement.	971/65	2900.0000	UNT	\$1.00000	\$2,900.00	12/16/2016
						Schedule Total	<input type="text" value="\$2,900.00"/>
						ReqID: 0000003879	
						Item Total for Line # 1	<input type="text" value="\$2,900.00"/>
						Total PO Amount	<input type="text" value="\$2,900.00"/>

All Shipments, Shipping papers, invoices and correspondence must be identified with our Purchase Order Number. Over shipments will not be accepted unless authorized by Purchaser prior to Shipment.

Authorized Signature

Paula Ramsey, CTM, CTM

12/16/2016



**NORRIS CONFERENCE CENTERS - SAN ANTONIO
CONFIRMATION/CONTRACT SPECIFICATIONS**

November 21, 2016

TO: Texas Department of Motor Vehicles
Stacey Cullen
stacey.cullen@txdmv.gov

FROM: Norris Conference Centers, Inc.
Heather Fricke
h.fricke@norriscenters.com

RE: Meeting Space / Norris Conference Centers - San Antonio

Thank you for choosing Norris Conference Centers – San Antonio to host your event. Attached is a contract for meeting space at our facility Wednesday, January 18 and Thursday, January 19, 2017.

To confirm, simply return a signed copy of the contract and the required deposit to me via fax or email.
Our fax number is 281-605-1403

In order to ensure the success of your event, we will phone you approximately two weeks prior to your event to reconfirm all the necessary details. At that time, you will be asked to re-sign a final Banquet Event Order (BEO).

Please keep in mind that if you have not already contracted for additional services, we offer a wide array of amenities including:

Variety of meal services for Breakfast, Lunch, Afternoon Breaks & Dinners

Overhead Projector Flip Chart w/ Pad Flip Chart w/Post-it Pad Sound System

Microphone/Mixer LCD Projection Unit Internet/Phone Line Screen

If you have any questions, please call me at 832-446-3755

A map and driving directions are available on our web site at <http://norriscenters.com/san-antonio-map/> and we encourage you to forward this information to all your meeting participants.

Thanks again for choosing to host your event at our facility. We look forward to working with you.

PREMIER FACILITIES - UNLIMITED POSSIBILITIES

SAN ANTONIO HOUSTON/WESTCHASE SAN ANTONIO HOUSTON/CITYCENTRE FORT WORTH/SUNDANCE SQUARE

Banquet Event Order / Contract

Account: Texas Department of Motor Vehicles
 Planning: Stacey Cullen
 Phone: 512-465-4164 Email:stacey.cullen@txdmv.gov
 Address: 4000 Jackson Ave.
 Pay Method: Net 30 with PO #:

Onsite: Stacey Cullen Deposit/Contract Due: PO / Tuesday, November 29, 2016
 Sales Agent: Heather Fricke

****23% Service Fee Will Be Applied to Your Final Invoice ****
TxDMV will provide proof of Tax Exemption
Norris Centers/Red Oak Ballroom offers complimentary WIFI & Parking

Wednesday, January 18, 2017

<u>Start</u>	<u>End</u>	<u>Function</u>	<u>Room</u>	<u>Setup Style</u>	<u>Exp</u>	<u>Room Fee</u>
7:00 AM	5:00 PM	Meeting	ROB-B/Salon 1	Classroom	200	\$1,155.00
-Set Classroom for 200 people						
House Sound included with room fee						

<u>Time</u>	<u>Qty</u>	<u>Item</u>	<u>Price</u>
7:00 AM	1	Standard Water Station	\$0.00
	TBD	Honor Bar	\$0.00
Available in the Lobby			

Thursday, January 19, 2017

<u>Start</u>	<u>End</u>	<u>Function</u>	<u>Room</u>	<u>Setup Style</u>	<u>Exp</u>	<u>Room Fee</u>
7:00 AM	5:00 PM	Meeting	Red Oak Ballroom A	Classroom	200	\$1,155.00
-Set Classroom for 200 people						
House Sound included with room fee						

<u>Time</u>	<u>Qty</u>	<u>Item</u>	<u>Price</u>
7:00 AM	1	Water Station	\$0.00
	1	Honor Bar	\$0.00
Available in the Lobby			

Banquet Event Order Signature of Approval

Authorized Signature

Print Name

Date

**NORRIS CONFERENCE CENTERS - SAN ANTONIO
CONFIRMATION/CONTRACT SPECIFICATIONS**

Norris Conference Centers (NCC) and its affiliated business, the Red Oak Ballroom (ROB), provides facilities and services for events such as training, seminars, meetings, trade shows and social functions. The terms "Client" and "Account", refers to the business, organization and/or individual signing this agreement. The terms "Client" and "Account" are interchangeable in these documents. NCC/ROB reserves the space for which you, the Client, have contracted and we do not overbook. To ensure your event will go smoothly and efficiently, it is important that you review and approve your specific requirements in detail.

CANCELLATION OF SERVICES

All cancellations are to be received in writing. The Client will be responsible for paying the amount indicated by the chart below:

More than 121 calendar days prior to event date	20% of estimated total invoice due
91 - 120 calendar days prior to event date	25% of estimated total invoice due
61 - 90 calendar days prior to event date	50% of estimated total invoice due
31 - 60 calendar days prior to event date	75% of estimated total invoice due
Less than 30 calendar days prior to event date	100% of estimated total invoice due

Date changes will be considered cancellations and are subject to the above guidelines. Availability is not guaranteed for any date change needs or increase in the number of attendees causing the event to "outgrow" the assigned meeting room. Norris reserves the right to move your event into a size appropriate meeting room if one is available. Norris reserves the right to substitute comparable function space, or to assign different space at our option. Client agrees to confirm with Norris any and all function space before printing any materials listing specific meeting or function locations.

FORCE MAJEURE CLAUSE

The performance of this contract is subject to acts of God, war, government regulations or advisory, disaster, fire, earthquakes, tornadoes, hurricane, strike, civil disorder, government intervention, legal or contractual issues making holding the event unlawful or in violation of existing contracts, threats of terrorism either in the location of the meeting or along travel routes, curtailment of transportation facilities preventing or unreasonably delaying at least 75% of attendees from attending, or similar cause beyond the control of either party making it inadvisable, illegal or impossible to hold the event or provide the facility. NCC/ROB may terminate or suspend its obligations under this Contract if such obligations are delayed, prevented or rendered impractical by any of the above events to the extent such events are beyond the reasonable control of the party whose responsible performance is prevented or rendered impractical. In the unlikely event that any of these unforeseen circumstances should occur forcing your space unavailable on the contracted dates, NCC/ROB will assist in making alternative arrangements.

FUNCTION REQUIREMENTS

All meeting requirements, room configurations, audio/visual needs, menu requests and other food or beverage selections must be confirmed no later than (5) five business days prior to the function date. All changes must be submitted in writing. A \$150 service fee may be applied if meeting furniture changes are to be executed during a contracted event. Frequently we book more than one event in a given room on the same day. Therefore it is critical that the agreed to departure times are honored. Events may extend beyond the contractual time agreement, depending upon other events scheduled for that room at the sole discretion of General Managers or Corporate Managers at NCC/ROB and shall be billed overtime fees in the amount of \$500 per hour. NCC/ROB agrees to set your meeting room for 5% over your guaranteed attendance.

**NORRIS CONFERENCE CENTERS - SAN ANTONIO
CONFIRMATION/CONTRACT SPECIFICATIONS**

TAX/SERVICE CHARGE

Prices are subject to a 23% service charges as noted on your contract and/or banquet event order (BEO).

DEPOSITS/CREDIT CARDS AND TERMS OF PAYMENT

TxDMV will issue a purchase order for invoicing against.

A Purchase Order for all City/State/Government events may suffice. Final payment terms are outlined on page 9 (Invoicing-credit card guarantee & authorization). State and local government entities are welcome to submit the PO or requisition numbers.

EXPRESS CONDITION PRECEDENT OF TIMELY PAYMENT

Notwithstanding anything else in this Contract, the obligation of NCC/ROB to reserve the space and/or perform on this contract is subject to the express and absolute condition precedent of timely payment by Client of all deposits, payments, cancellation charges and fees as required in this Contract. Furthermore, the obligation of NCC/ROB to reserve the space and/or perform on this Contract is subject to the express and absolute condition precedent of timely payment by Client (including affiliated/commonly-owned corporate entities, the organization and/or individual signing the Contract) of deposits, payments, cancellation charges and fees as required in all other past and/or concurrent contracts with NCC/ROB and affiliated businesses. Client expressly assumes the risk that nonpayment by Client (including affiliated/commonly-owned corporate entities, the organization and/or individual signing the Contract) on this or other past or concurrent contracts with NCC/ROB and affiliates negates NCC/ROB's obligation to reserve space or perform on this Contract.

GUARANTEE POLICY FOR CATERING

Your pricing is based on a minimum number of guaranteed guests for catering as specified in your contract. Should your numbers decrease, you will still be billed for your minimum guarantee. Should your numbers increase, please notify us as early as possible to and we will make every reasonable effort to accommodate your group. All guarantees must be submitted in writing. Should your numbers increase to the point that your room cannot safely handle the revised group size, we will attempt to relocate you. If relocation is not possible, you will be required to keep the number of attendees below the safety level "occupation load" for that room. Final numbers must be given (5) five full business days before your event. Please note that if you are booking an event with a date out further than 8 months - food and beverage fees may be increased by no more than 5%. It is the policy of Norris Centers/Red Oak Ballroom that no food will leave the premises due to our inability to regulate proper food storage once removed from our venues.

**NORRIS CONFERENCE CENTERS - SAN ANTONIO
CONFIRMATION/CONTRACT SPECIFICATIONS**

OUTSIDE FOOD & BEVERAGES

No outside food and/or drinks are permitted to be brought into Norris Conference Centers unless prior arrangements have been agreed to, and approval by General Managers or Corporate Managers at NCC/ROB in writing. Norris Conference Centers is not responsible for equipment and/or personal belongings left in meeting room. The use of the kitchen facilities, dining utensils and equipment is limited to Norris Conference Centers' employees and their agents.

AUDIO/VISUAL EQUIPMENT

All audio/visual equipment will be charged according to the listed prices. We are happy to assist in selecting equipment. An additional fee for delivery of audio/visual equipment may be applied if ordered less than 24 hours in advance of your event.

TELEPHONES

House phones are available in all meeting and lounge areas. Conference calls and long distance access needs must be pre-arranged with Norris Conference Centers. Local calls are free.

MEETING SPACE LIABILITY

You agree to refrain from using tape, nails, push pins or other damaging fasteners to hang signs or other materials on walls. Additionally, you agree to refrain from using glitter and confetti. We will provide supplies for items you wish to display.

PARKING

Ample free parking is available at all Norris Conference Centers. To assist your event attendees, it is recommended that each meeting planner communicate parking information and directions in advance. Maps and directions can be downloaded from our website at www.norriscenters.com - we are available to assist upon request. Please note that attendees will park at their own risk. NCC/ROB is not responsible for any damage or loss of property.

AMERICANS WITH DISABILITIES ACT

Norris Conference Center facilities have been inspected and approved by their respective government entities for compliance with the public accommodation requirements of the Americans with Disabilities Act as defined by law. Norris Conference Centers shall also provide, to the extent required by the Act, such auxiliary aids and/or services as may be reasonably requested by you.

GENERAL PROVISIONS

Entire Agreement: This agreement, the TxDMV Purchase Order and any Exhibits hereto constitutes the entire agreement between the parties and supersedes any previous communications, representations, or agreements, whether written or verbal. Any changes to this Agreement must be made in writing and signed by authorized representative of each party.

Compliance with Laws: Client shall comply with all Federal, State and local laws, rules and regulations with respect to its activities on NCC/ROB property, including obtaining any permits required for the client's activities during the event. NCC/ROB may require client to present proof of such compliance prior to the event. NCC/ROB relies upon Client's attendance projections in reserving the appropriate room(s) and in observing all federal, state and local regulations regarding room capacity limitations and health, safety and fire codes. NCC/ROB reserves the right to terminate this contract if, in our sole discretion, any aspect of an event is deemed to be in violation of any laws or could potentially become in violation of any laws.

**NORRIS CONFERENCE CENTERS - SAN ANTONIO
CONFIRMATION/CONTRACT SPECIFICATIONS**

NCC/ROB reserves the right to terminate contract if any event is misrepresented as a NCC/ROB "sponsored" event in any form of marketing and/or advertising without NCC/ROB prior approval in writing. Prior written approval by NCC/ROB is required for any event for which Client has contracted NCC/ROB for a "hosted bar" package, and intends to sell tickets or otherwise award public access for attendance to the event.

NCC/ROB reserves the right to take all necessary actions to cause the event to be in compliance with all laws, rules and regulations, including (1) closing the Event, (2) requiring certain guests to leave the event, (3) restricting access to the event, (4) restricting the consumption of alcoholic beverages, and (5) monitoring the event. If NCC/ROB decides, in its sole discretion, to take any on the actions above, it shall do so without penalty and Client shall remain liable for all obligations under this Agreement.

Pursuant to section 30.07 penal code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (Handgun Licensing Law), may not enter this property with a handgun that is carried openly.

Right of Inspection/Entry: NCC/ROB will have the right to enter and inspect all functions. If NCC/ROB observes any illegal activity or activity that may result in harm to persons or objects, NCC/ROB has the right to immediately cancel the event, in which case all Client's guests and invitees must immediately vacate the premises. In such event, the Client will remain liable for all fees and charges related to the function pursuant to the terms of this Agreement.

GOVERNING LAW AND VENUE

This Contract will be governed by and construed in accordance with the domestic laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas. The parties hereto irrevocably agree that venue for any dispute involving this Contract will lie in any court of competent jurisdiction in Travis County, Texas.

SEVERABILITY

If any of the provisions of this Contract are held to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remaining provisions contained in this Contract will not be affected thereby. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Contract, a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

SIGNATURE TERMS

If this Special Event Confirmation/Contract Specification is agreeable to you, please sign in the space provided below, and, when received by us, it will be in effect.

Accepted and agreed to:

Texas Department of Motor Vehicles (Client/Account)

Norris Conference Centers/Red Oak Ballroom

Stacey Cullen
Stacey Cullen
Authorized Signer (Print & Signature)

Heather Fricke
Heather Fricke
NCC/ROB Representative

12-16-14
Date

12.15.2014
Date

Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency Texas Department of Motor Vehicles	
Address (Street & number, P.O. Box or Route number) 4000 Jackson Avenue	Phone (Area code and number) 512-465-4193
City, State, ZIP code Austin, Texas 78731	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: Norris Conference Centers - San Antonio

Street address: _____ City, State, ZIP code: San Antonio, Texas

Description of items to be purchased or on the attached order or invoice:

Meeting room rental for Dealer Training Seminer

Purchaser claims this exemption for the following reason:

Tax Exemption - Governmental State Agency

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here ▶	Purchaser	Title	Date
		Purchasing & Contract Coordinator	10-23-2015

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

**This certificate should be furnished to the supplier.
 Do not send the completed certificate to the Comptroller of Public Accounts.**