

HOTEL *Ella*

1900 Rio Grande
Austin, TX 78705
P: 512-495-1800

December 28, 2022

Dear Vanessa,

Hotel Ella is delighted to host your group during their visit to Austin.

Please review the Letter of Agreement Below. Note, this Agreement between Vanessa Vass and the Hotel will **not** be fully executed and effective until both parties have signed.

Our management and staff look forward to delivering your group a unique brand of hospitality and thank you for choosing Hotel Ella.

With best regards,

Molly Egan

Senior Sales Manager

molly.egan@hotelella.com

Hotel Ella

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Austin, TX 78705
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LETTER OF AGREEMENT BETWEEN Hotel Ella AND ILEA Room Block

This Agreement is made and entered into as of 12/28/2022 by and between Hotel Ella (hereinafter referred to as the "Hotel" or "we") and ILEA Room Block (hereinafter referred to as "name of group" or "you" or "your"). In consideration of the provisions set forth below, the parties agree as follows:

Guestrooms

Name	Location	Arrival Date	Departure Date	Block Release Date
ILEA Room Block	Hotel Ella	1/29/2023	1/31/2023	

Classic King

	Agreed Rooms	Rate
1/29/2023	6	\$269.00
1/30/2023	6	\$269.00

Mansion Queen's Room

	Agreed Rooms	Rate
1/29/2023	4	\$269.00
1/30/2023	4	\$269.00

Events

Date	Time	Areas	Event Type	Guests
1/29/2023	12:00 pm - 1:00 pm	Hotel Ella Rooms	Social	

The above rates are subject to applicable state and local taxes, currently at 17% All rates are net non-commissionable.

Total Number of Room Nights: 20 Room Nights

Should you estimate a decline in the rooms to be used from that noted in this contract, we have the right to renegotiate your room rate.

CHECK-IN / CHECK-OUT

Check-in time for all groups is as of 3:00 P.M. Checkout time is 12:00 P.M.

VALET PARKING

Hotel Ella is pleased to offer 24-hour valet parking at the rate of \$39.00 per night. This rate is subject to change.

OPTIONAL SERVICE CHARGES AND FEES

Wireless Internet is complimentary

Round trip porter age is \$10.00 per person

Room drop delivery is \$3.00 - \$5.00

RESERVATION PROCEDURES

We have informed our Reservations Department that guests will call the hotel direct to book. Reservations are due by **1/18/2023**. Upon receipt all rooms outlined will be considered guaranteed for the entire length of the stay. After our reservation cut-off date, all rooms not used will be released for general sale. Naturally, we will continue to accept reservations from your attendees after the cutoff date at prevailing room rates, subject to availability. Rooms can be held beyond the cut-off date should your organization wish to provide a written guarantee and deposit for such rooms for the entire length of stay. Please make all rooming list changes with our Sales Department.

INDIVIDUAL ACCOUNTS

A valid credit card or other form of payment will be required upon check-in for any charges not included on the Master Account. In the event you would like these individuals to be pre-registered with no pre-established form of payment requested, a letter from you guaranteeing payment will be necessary.

FORCE MAJEURE

The performance of this Agreement by either party is subject to acts of God, government regulations, disaster, strikes, or civil disorders making it illegal or impossible to provide the facilities or to hold the meeting. It is provided that this contract may be terminated for any one or more of such reasons by written notice from one party to the other.

INSURANCE AND INDEMNIFICATION

The Hotel and Vanessa Vass each agree to carry adequate personal property, liability and other insurance protecting itself against any claims arising from any activities conducted in the Hotel during the meeting/convention. Each party hereby indemnifies and holds the other harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action except from those resulting from the negligence or willful misconduct of such party or its respective officers, directors, employees, agents, contractors, members or participants (as applicable).

ARBITRATION

Any controversy, claim or dispute arising out of or relating to this Agreement shall, at the option of the Hotel, be settled in the city in which the Hotel is located by arbitration in accordance with the rules of the American Arbitration Association, or

through an action brought in any court of competent jurisdiction in the state in which the Hotel is located for trial and determination by such court sitting without a jury. In connection with any such litigation, including appellate proceedings, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. By your execution of this Agreement you hereby consent to the jurisdiction of a court of competent jurisdiction in the state in which the Hotel is located and to service of process outside the state in which the Hotel is located pursuant to the applicable requirements of such court in any matter so submitted to it and you expressly waive the right to a trial by jury. Further, any judgment or award rendered by the arbitration as referenced above may be entered in any court in the state in which the Hotel is located having jurisdiction thereof.

OPTION DATES

We will hold the above room block(s) until **1/4/2023** at which time we require a signed copy of the contract verifying confirmation. If confirmation has not been received by this time, the Hotel reserves the right to release the above room block(s) for sale. In the event we have a definite request for your dates prior to your option date, we will contact you for a decision, which must be made within forty-eight (48) hours.

AGREEMENT AUTHORIZATION

The persons signing this Agreement on behalf of the Hotel and Vanessa Vass respectively, each warrant that they are authorized to make the agreements set out on behalf of the Hotel and Vanessa Vass, and have the authority to bind the Hotel and organization to this Agreement. This Agreement constitutes the entire understanding between the parties, and supersedes any previous communications, representations or agreements, whether written or oral. No changes or modifications of any of these terms or conditions of this Agreement shall be valid or binding on either party unless in writing and signed by an authorized representative of each party. Any provision of this Agreement, which is unenforceable in any particular jurisdiction, shall be ineffective to the extent of such unenforceability in such jurisdiction without invalidating or rendering unenforceable the remainder of the Agreement. Notices must be sent by certified or registered mail, return receipt requested, or by facsimile, and shall be effective upon actual receipt.

If these arrangements meet with your approval, please sign and return one of the originals to the attention of the Hotel Sales Department. A definite acceptance will occur upon receipt of a signed original and the required deposit or a facsimile (fax) transmittal of a signed original by the Hotel with the timely receipt of required deposit. If a fax transmittal is used by either party, then the fax copy shall serve as an original until an actual original is executed and received by both parties within ten (10) days.

IN WITNESS WHEREOF, the Hotel and Vanessa Vass have executed this Agreement in manner and form sufficient to bind them as of the date and year set forth on page one of this Agreement.

Acceptance of Agreement & Authorized Signatures

Electronic Signature

Printed Name: Vanessa Vass
Signed: 12/28/2022 at 4:52 pm

Vanessa Vass

Hotel Signature

Printed Name: Molly Egan
Signed: 1/20/2023 at 12:46 pm

Molly Egan