

## GROUP INCENTIVE AGREEMENT

This GROUP INCENTIVE AGREEMENT (this "Agreement"), dated \_\_\_\_\_ (the "Effective Date"), is entered into by and between The Woodlands Convention and Visitors Bureau, a Texas nonprofit corporation ("TWCVB"), and the undersigned party ("Group") (each hereinafter referred to separately as a "Party" and collectively as the "Parties").

### RECITALS:

**WHEREAS**, TWCVB is a 501(c)(6) nonprofit corporation, whose purpose is to position The Woodlands, Texas as a regionally, nationally, and internationally recognized destination by developing quality marketing programs and sales outreach to attract visitors, conventions, and stimulate economic development and growth;

**WHEREAS**, Group desires to use the hotel(s) listed on Appendix A, attached hereto (whether one or more, the "Hotel"), as the accommodations provider for Group's event, which is described more fully on Appendix A (the "Event"); and

**WHEREAS**, as an incentive for Group to utilize the Hotel for the Event, TWCVB desires to offer to Group, and Group desires to accept from TWCVB, certain monetary incentives for the purposes of, and subject to, the terms and conditions contained herein.

**NOW, THEREFORE**, in consideration of the mutual promises and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. **Term:** This Agreement shall commence on the Effective Date and will expire on the earlier to occur of: (a) one (1) year from the Effective Date; or (b) remittance of the Incentive (defined below) to Group's payee (the "Term").
2. **Termination:** Notwithstanding anything to the contrary contained herein, this Agreement may be terminated by TWCVB in the event (a) the Hotel ceases to be associated with the Event, or (b) the Event does not occur, or is not rescheduled, within thirty (30) days from the Event date listed on Appendix A. In the event of termination, the Parties shall have no further obligation under this Agreement.
3. **Incentive:** As consideration for Group's utilization of the Hotel for the Event and the Sponsorship Benefits detailed below, subject to the terms contained herein, TWCVB agrees to provide to Group a one-time monetary incentive, paid as set forth herein, to offset the costs of the Event as described in Appendix A (the "Incentive").
4. **Remittance of Incentive:**
  - a. **Payee.** The Incentive shall be paid directly by TWCVB to the payee indicated on Appendix A, which shall constitute full and final consideration on the part of TWCVB for this Agreement.

b. **Use of Funds.** All Incentive funds paid in accordance with this Agreement shall be solely used and allocated as described on Appendix A.

c. **Manner of Payment.** The Incentive funds shall be paid by TWCVB by cash, check, or other immediately available funds to the payee and at the address indicated on Appendix A within sixty (60) days of Group's furnishing of the Compliance Certificate (defined below).

d. Notwithstanding anything to the contrary contained herein, in the event of cancellation of the Event for any reason whatsoever, including, without limitation, Force Majeure, and if such Event is not immediately rescheduled to a date within the Term of this Agreement, this Agreement shall automatically be deemed terminated, and Group shall have no right to receive or otherwise direct the receipt of the Incentive, it being understood and agreed to by the Parties that Group hereby waives and releases any claims it may have for breach of contract arising out of TWCVB's failure to perform due to such circumstances.

5. **Conditions to Remittance:** Notwithstanding anything to the contrary contained herein, TWCVB's obligation to remit the Incentive shall not arise unless and until each of the conditions described on Appendix A are satisfied to the satisfaction of TWCVB, in its sole discretion, as shall be certified by a joint certificate executed by both Group and the Hotel ("Compliance Certificate").

6. **Sponsorship Benefits:** As consideration for the Incentive, in addition to Group's utilization of the Hotel for the Event, Group agrees to provide to TWCVB certain sponsorship benefits as described in Appendix A (the "Sponsorship Benefits").

7. **Legal Compliance:** All of Group's rights are subject to any federal, state, and local laws and ordinances applicable to and during the Event. Group agrees to comply with all such laws and ordinances.

8. **Force Majeure:** TWCVB's obligations under this Agreement shall be excused by acts of God, such as fires, storms, lightning, floods, confiscations or restraints of government (civil or military), strikes or labor disputes, civil disturbances, or any other cause that is not within the reasonable control of TWCVB and not otherwise due to any negligence or willful misconduct by TWCVB that result in the Event being cancelled ("Force Majeure").

9. **Indemnity:** Group shall defend, indemnify, and hold harmless TWCVB and its affiliates, officers, directors, employees, agents, attorneys, successors, and assigns from and against any and all suits, actions, claims, losses, demands, damages, liabilities, costs, and reasonable expenses, including reasonable attorneys' fees, that relate to, result from, or in any manner are associated with or related to the Event or TWCVB's offering of the Incentive. This provision shall survive the expiration or earlier termination of this Agreement.

10. **Assignability:** Group may assign all or part of its rights or obligations under this Agreement only with the consent of TWCVB, which consent shall be at TWCVB's sole discretion.

11. **Severability:** If any part of this Agreement contravenes any applicable statutes, regulation, rules, or common law requirement, then, to the extent and only to the extent of such contravention, such part shall be severed from this Agreement and deemed non-binding while all other parts of this Agreement shall remain binding, so long as the material purposes of this Agreement can be determined and effectuated.

12. **Governing Law and Venue:** This Agreement shall be governed by and construed in conformity with the laws of the State of Texas, exclusive of its conflict of law principles. The Agreement is performable in Montgomery County, Texas, and the Parties agree that venue for any legal dispute under the Agreement shall be Montgomery County, Texas. The Parties to this agreement shall use their best efforts to settle any controversy or claim arising out of or relating to this agreement, or the breach thereof, but, if after sixty (60) days the Parties are not able to agree on any settlement, such controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration to be held in Montgomery County, Texas by a three (3) member panel of neutral arbitrators in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

13. **Entirety of Agreement:** This Agreement and its attachments contain the entire understanding between the Parties and supersede any prior understanding and written or oral agreement between them respecting this subject matter. There are no representations, agreements, or understandings, oral or written, between the parties relating to the subject matter of this Agreement not fully expressed in this Agreement. Any modification to this Agreement must be written and executed by the Party to be bound thereby.

14. **Signatures:** This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereon were upon the same instrument.

15. **Section Headings:** Section headings are for reference purposes only and shall not affect the interpretation or meaning of this Agreement.

*[signatures to follow on the next page]*

**ACKNOWLEDGED AND AGREED TO** on behalf of TWCVB and Group as of the Effective Date abovementioned.

**THE WOODLANDS CONVENTION AND VISITORS BUREAU**

By: \_\_\_\_\_  
Name: Nick Wolda  
Title: President

\_\_\_\_\_ (GROUP)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form, only:

THE STRONG FIRM P.C.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Please return by \_\_\_\_\_.**  
***Mail Original To:***  
The Woodlands Convention and Visitors Bureau  
2801 Technology Forest Blvd.  
The Woodlands, Texas 77381  
Attn: Nick Wolda, President

**Appendix A**  
**to**  
**Group Incentive Agreement**

The Incentive is being offered subject to the following terms:

- 1. Group – \_\_\_\_\_
- 2. Event – \_\_\_\_\_
- 3. Event Date – \_\_\_\_\_
- 4. Hotel – \_\_\_\_\_
- 5. Hotel Address – \_\_\_\_\_
- 6. Incentive Amount – \_\_\_\_\_
- 7. Incentive Payee – \_\_\_\_\_
- 8. Incentive Payee Address – \_\_\_\_\_
- 9. Use of Incentive Funds – \_\_\_\_\_
- 10. Conditions to Remittance – Final Pick-up Report from Hotel
- 11. Sponsorship Benefits-  
\_\_\_\_\_  
\_\_\_\_\_

