

**FACILITY AGREEMENT  
(Government Group)**

This Facility Agreement (“Agreement”) made and entered into effective as of March [\_\_\_], 2020, by and between [owner name] (“Owner”), and [Group name] (“Group”), a [state] [corporation, limited liability company, etc.], having its principal office at [address].

**WITNESSETH:**

WHEREAS, Owner is the owner of a hotel located at [Hotel address] (the “Hotel”); and

WHEREAS, Group understands that the Hotel facilities provided shall not be the Hotel facilities typically advertised, and that if any Hotel staff are available, the employees will be a limited number and only be on site to evaluate whether any harm is occurring to the Hotel; and

WHEREAS, notwithstanding the foregoing, Group desires to occupy the Hotel without assurance of staff and with all the possible risks and concerns related to security, disease, or contaminants, and as such, Group will occupy these rooms at its own risk.

NOW, THEREFORE, in further consideration of the promises herein contained, the parties hereby covenant, promise and agree as follows:

**Article I Condition of Hotel**

Section 1.1 Existing Condition. Group will occupy the Hotel guest rooms at its own risk, without any warranty from Owner as to habitability or fitness for any particular purpose. Group assumes all risk related to the presence of the Group or Group’s employees, guests, agents or representatives at the Hotel. Group must maintain the Hotel in the same or better condition as existing on [date] (the “Commencement Date”). Group shall follow reasonable directives of Owner for maintenance conditions. Unless otherwise stated, any reference to Owner herein shall also include [manager name], Aimbridge Hospitality, LLC or its affiliated entities, as “Manager,” acting on behalf of Owner.

Section 1.2 Supplies. Owner will provide Group with the existing toilet paper, tissues, disposable cutlery and soap in the Hotel at the Commencement Date and Owner shall replenish those items, at Owner’s expense. To the extent requested by Group, Owner will provide contact information for suppliers typically used by the Hotel and, upon request, Owner shall procure additional or specialized supplies on behalf of the Group, at Group’s sole expense, to the extent such items are available. Owner shall not provide Group non-disposable items.

Section 1.3 Services. Group acknowledges that Owner is not obligated to provide employees or any services or support during the Term except as set forth in Article II. Hotel shall not offer Group, or any Group occupants the following services: front desk staff, housekeeping, trash or waste removal, ice machines or vending machines. Notwithstanding the foregoing, Owner shall continue to maintain and pay for services provided to the Hotel under third party contracts or otherwise (“Services”); provided that, Group shall (a) immediately, upon demand, pay for all utilities costs in excess of the Hotel’s normal charges and all third party costs the Hotel incurs or which accrue during Group’s occupancy of the Hotel and (b) bear the risk of

any interruptions to the Services. To the extent requested by Group, Owner will provide contact information for service providers typically used by the Hotel and, upon request, Owner shall procure such services on behalf of the Group, at Group's sole expense, to the extent such service providers are available.

Section 1.4 Alterations. Group represents and warrants that Group shall not make any temporary or permanent alterations to the physical building or any space in the Hotel. Group shall not remove furniture or make any modification to the Hotel property without the Owner's prior written consent.

## **Article II Use of the Hotel**

Section 2.1 Term. This Agreement shall remain in full force and effect for the period beginning on the Commencement Date and ending at 12:00 noon on the date that is sixty (60) days following the Commencement Date ("Initial Term"). The Initial Term shall be extended automatically for thirty (30) day periods (each, an "Extension Term") commencing on the expiration of the Initial Term or then Extension Term (together, Initial Term and any Extension Term, the "Term"), unless on or before the date which is fifteen (15) days prior to the expiration of the Initial Term or then Extension Term, Group provides Owner with written notice of its election to not further extend the Term. Owner shall have the right to delay the Commencement Date on a day-to-day basis without penalty; provided that, Owner is using commercially reasonable efforts to the deliver the Hotel to Group.

Section 2.2 Use. Group shall have access to all areas of the Hotel, other than: (a) areas which are not allowed to be open (such as gyms, pools and spas) in accordance with the laws, statutes, ordinances, codes, rules or regulations, legal requirements and orders of all governmental authorities, agencies, or instrumentalities having jurisdiction with respect to the Hotel, whether of a national, regional, provincial or local government ("Applicable Laws"); (b) areas maintained to store Hotel's confidential and proprietary information and property equipment/supplies not needed for use by Group; and (c) "back of house" areas that are typically Hotel employee areas. Notwithstanding, Group acknowledges and agrees that at any time during the Term, Owner shall have the right to make inspections of the Hotel as Owner deems reasonable and necessary, in its sole discretion, including in all of the public and private areas of the Hotel (including all of the guest rooms). Owner and Group together shall conduct a Hotel property inspection prior to the Commencement Date and at departure. Group shall immediately report any damage to the Hotel property and facilities and such report shall include a detailed summary and photographs of damage.

Section 2.3 Hotel Employees. Owner shall provide employees to work in isolated areas of the Hotel interacting solely with representatives of the Group and not Group occupants in order to assist solely with guest room keys and provide general Hotel oversight. Upon request, Owner may provide limited linen services upon the following terms: Owner shall provide laundry bags to Group to be returned to designated areas, Owner will outsource cleaning and have cleaned folded and ready for the occupants to pick up in designated areas. Hotel employees will have no contact with Group occupants related to the linens. Linen service shall include only linens and towels provided by the Hotel, not personal Group occupant laundry. To the extent the Hotel is under a collective bargaining agreement, and Group desires to hire any Hotel employees,

and to the extent there is a minimum staffing requirement, Group shall satisfy such requirements in accordance with that agreement to the extent the employees want to enter into negotiations with Group. To the extent Owner can secure staff and/or procure services from third party sources, efficiently and under the circumstances that exist as of the Commencement Date, Owner shall use commercially reasonable efforts to secure employees to perform these tasks however, its inability to secure employees or third parties shall not be deemed a breach.

Section 2.4 Limitation on Use of Rooms. Group may not advertise to any third party the availability of the guest rooms. Group may not sublet any Hotel guest rooms.

Section 2.5 Parking. Group's occupants shall park in the parking lot in the same manner and on the same terms as existed for prior Hotel guests (i.e., on a first come, first serve basis) and at the same daily charge. To the extent requested by Group, Owner will provide Group contact information and assist in coordination with any valet service currently engaged by Hotel. The cost of any parking shall not be included with the Facilities Fee set forth in Section 3.1.

Section 2.6 ADA and Legal Compliance. Group shall be solely responsible for the compliance of the Hotel property and facilities with Applicable Laws including, without limitation, the Americans with Disabilities Act and the regulations promulgated thereunder.

### **Article III Payment Obligations**

Section 3.1 Facilities Fee. For the entire Term in exchange for the rights to use the Hotel, as set forth herein (whether occupied or not by Group) as set forth in Section 2.2, Group shall pay the Owner as follows: payment for the Initial Term, paid by wire, immediately upon execution of this Agreement, which is the sum of \$[REDACTED] (which includes applicable tax). Thereafter, Group shall pay the Owner for any Extension Term, by wire, in advance of each week, the sum of \$[REDACTED], which is calculated on a per room, per night basis, plus applicable sales and use tax. The payment obligations for the Initial Term and the Extension Term are hereinafter referred to as the "Facilities Fee".

Section 3.2 F&B Option. Group shall have the option to add a Food and Beverage service for \$[REDACTED] per person, per day plus applicable taxes (the "F&B Option") conditioned upon (a) the requirement that all rooms occupied are included and (b) the Hotel's ability to prepare meals in a secure area or arrange for meals from a third party; and (c) only leave prepared /packaged meals in a designated pick-up area. The F&B Option will include [REDACTED] grab and go meals per day per person. The sums owed for the F&B Option shall be paid to Hotel by wire, upon demand, on a weekly basis.

Section 3.3 Service and Supplies Reimbursement. In addition to the Facilities Fee and any F&B Option related costs, Group shall pay, upon demand, the cost of any supplies or Services procured directly by the Hotel, including, without limitation, those requested by Group pursuant to Article I.

Section 3.4 Payment Terms. Other than the Facilities Fee and any F&B Option related costs which shall be due as set forth above, Group shall tender all payments due Hotel within five (5) days of Hotel's demand, by wire, pursuant using the wire instructions provided by Owner, as may be amended from time to time.

Section 3.5 Interest. Group shall pay the Hotel interest at the rate of 12% per annum or the highest prevailing rate of interest allowed under state law, whichever is less, on amounts not paid when due.

#### **Article IV Indemnification and Waiver and Release of Liability**

Section 4.1 Indemnification. To the maximum extent permitted by applicable law, in consideration of acceptance of use of the facilities at the Hotel, Group hereby indemnifies and agrees to defend and hold the Hotel, Owner, Manager and any franchisor, and each of its respective officers, agents, employees, parents, affiliates, subsidiaries and its successors and assigns (collectively, the "Hotel Parties") harmless from and against any and all claims, actions, causes of action, injuries, damages, arising out of any actions or omissions pursuant to this Agreement, or any reason whatsoever, including, but not limited to, (a) any acts or omissions, negligence, gross negligence, fraud, misconduct, violation of law or violation of this Agreement by Group and its occupants, representatives or third parties providing goods or services for Group, (b) the use of the Hotel during the Term, and (c) other damage to the Hotel.

Section 4.2 Waiver of Liability. Group agrees that the Hotel Parties shall not be responsible or liable for any direct, indirect, special, incidental, compensatory, or consequential injury or damages arising in any way out of the use of the Hotel facilities by Group, its occupants or representatives or any individual or company associated with Group or third parties providing goods or services for Group, or any of their respective successors, heirs, executors and administrators (collectively, the "Group Parties") and that if any of the Group Parties commence such an action against the Hotel Parties to recover such damages, then Group shall immediately and on demand reimburse the Hotel Parties for its costs and expenses of defense, including reasonable attorneys' fees, costs and expenses. Group agrees to absolve and hold harmless of blame and liability, waiving any and all rights and claims for damages, Group or any of the Group Parties may have against the Hotel Parties and its employees, officers, directors, trustees, volunteers and others associated with the use of the facilities, either individually or collectively, resulting from any injury, harm, loss, damage, misadventure or inconvenience suffered or sustained as a result of the use of said facilities. Group also agrees to compensate Owner for any damages caused to the Hotel's facilities (whether in-room or through the Hotel) by Group or any of the Group Parties.

Furthermore, Group hereby agrees and covenants to indemnify and hold the Hotel Parties harmless from any and all claims for damages or injury to person or property or any claim, losses or liability costs, expenses, claims, losses, suits, fines or penalties, from any source including, but not limited to, Group or any of the Group Parties that may arise from, or be related to in any way whatsoever from, the use and operation of the Hotel facilities. Group agrees to be solely responsible for all personal injury or damages resulting from, arising out of, or related to Group's occupancy of the Hotel.

In addition to any other indemnity provided by Group to the Hotel Parties set forth herein, Group further agrees to waive all rights against, and indemnify, defend, and hold Hotel Parties harmless from any and all damages, claims, fines, penalties, costs and expenses, including attorneys' fees, court costs, and including compensatory, indirect, direct, consequential damages sustained by any of them, arising or resulting from any person affiliated with Group

diagnosis with COVID-19. Notwithstanding any other provision in this Agreement to the contrary, or in common law, the Hotel Parties owe no duty and have no obligation to Group, its occupants or anyone affiliated with the Group, in any way arising from COVID-19, its stay at the Hotel, or any access they have to the Hotel during the Term or otherwise.

Section 4.3 Hold Harmless. The parties acknowledge Group may have sovereign immunity rights and may not be legally allowed to provide the indemnity set forth in this Article IV; however, Group agrees hold Owner and Manager harmless pursuant to this Article IV to the maximum extent permitted by Applicable Law. To the extent permitted by Applicable Law, Group waives any and all government, sovereign, qualified, or official immunity or any other immunity permitted by Applicable Law.

Section 4.4 Survival. The provisions and the enforceability of this Article IV survives the expiration or termination of this Agreement.

## **Article V Maintenance of Insurance**

Section 5.1 Insurance Requirements. Group shall carry general liability insurance to include (i) commercial general liability insurance coverage, personal injury, bodily injury, owner's protective coverage, contractual liability and products and completed operations liability; and no exclusion for viruses in limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate limits including (the aggregate limits of such insurance to apply specifically to the Group's use of the Hotel and not to multiple locations); (ii) Worker Compensation in the amount required by the State where the Hotel is located; and (iii) Excess Liability Insurance with a limit of an additional \$25,000,000. Coverage will apply as if each named insured were the only named insured and separately to each insured against whom claim or suit is brought. Group shall furnish evidence, including a certificate of insurance or copies of policies if requested by the Hotel, satisfactory to Hotel Parties of the existence of and maintenance of such insurance prior the commencement of any occupant arriving at the Hotel and thereafter on the date on which such policy is required to be renewed. Group shall obtain a written obligation on the part of each insurance company to notify the Hotel at least thirty (30) days prior to the cancellation of such insurance. The Hotel, acting reasonably, reserves the right to require Group to increase the limits or provide additional types of insurance other than as required in this Section 5.1 in such amounts as the Hotel determines prudent within generally accepted business practices for comparable businesses with Group.

Section 5.2 Rating. All policies required to be maintained by Group pursuant to this Article V shall be issued in a form acceptable to Hotel by insurance companies having and maintaining at least an A-X rating in the most current available "Best's Rating Guide" and qualified to do business in the State in which the Hotel are located.

Section 5.3 Additional Named Insureds. Group shall immediately name the Hotel Parties (as defined in Section 4.1) as additional named insureds on the above referenced policies, other than Workers Compensation. Group's insurances policies shall include a waiver of any and all rights of subrogation against the Hotel Parties by said carriers.

## **Article VI Franchisor Consent/Intellectual Property**

Group acknowledges and agrees that this Agreement may be subject to the approval and consent of the franchisor, and therefore, this Agreement may be conditioned upon its approval. Owner will notify Group if required approval is not obtained prior to the Commencement Date. Neither Group nor its occupants shall be entitled to receive points, awards or any credits as a result of their stays related to this Agreement. Notwithstanding the foregoing, Group shall not use the marks of the franchisor ("Brand Marks") without prior consent of the franchisor. In reference to the Hotel, Group shall only use the street address rather than the Hotel's Brand Marks. No reference to the Hotel name or images of the Brand Marks shall be posted on social media, advertising or other similar media platforms.

## **Article VII Licenses/Permits.**

Any permits that are required for Group to operate in the Hotel during the Term are the sole responsibility of Group. Group shall immediately provide Hotel copies of all such licenses and permits. A failure to obtain such documents before the Commencement Date does not impact Group's financial obligations including, without limitation, those obligations of Article III. No permit or license obtained shall in any way impair any existing Hotel permits or licenses.

## **Article VIII Departure Requirements**

Section 8.1 Cleaning Obligations Upon Termination. All Group occupants must depart prior to commencing clean up in accordance with this Article VIII. Immediately, prior to the end of the Term, Group shall be obligated to: (a) return the Hotel to the condition existing on the Commencement Date and once the above has been completed (b) have cleaned and sterilized all surfaces (including walls, carpets, and if necessary ventilation/HVAC systems), fixtures, furniture, bedding, window treatments, shower curtains, decor in all areas of the Hotel to which Group has had access, as set forth in Section 2.2. Cleaning and sterilization of such areas of the Hotel shall be performed by a reputable third party specialists, approved by Owner, and completed in accordance with highest industry practices including, without limitation, the Center for Disease Control ("CDC") guidelines, and to Owner's sole satisfaction. Such third party specialists shall provide Owner certifications for full and complete cleaning of all such areas. In addition to these obligations, Group shall replace (i) any supplies that cannot obtain certifications of complete and proper cleaning in accordance with CDC guidelines and Owner's specifications and (ii) all Hotel mattresses with the mattress required by Owner. If the cleaning obligations are not completed prior to the end of the Term to the Owner's satisfaction, notwithstanding any other provision of this Agreement, this Agreement shall continue on a week-to-week basis until the cleanup is completed to the Owner's satisfaction.

Section 8.2 Cleaning Fee. In addition to the above, Group shall pay the Hotel a cleaning fee of \$[ ] prior to the end of the Term for the Hotel to put the Hotel back in service.

Section 8.3 Replacement Costs. If Owner, in its sole discretion, determines any of the supplies and linens provided by the Hotel must be replaced, Group shall immediately, upon demand, pay the Hotel for the cost of replacing any supplies and linens used during the Term ("Replacement Costs"). Such Replacement Costs shall be paid in full prior to the end of the Term. Any financial obligations including, without limitation, those obligations of Article III,

remaining at the end of the Term must be paid no later than thirty (30) days after the end of the Term.

#### **Article IX Hazardous Materials and Waste**

Group understands and agrees that no Hazardous Materials are allowed in the Hotel. “Hazardous Materials” means any substance or material containing any of the following: hazardous material, hazardous waste, hazardous substance, regulated substance, petroleum, pollutant, contaminant, polychlorinated biphenyls, lead or lead based paint or asbestos, as such terms are defined in Applicable Laws, in such concentrations or amounts that may impose clean up, removal, monitoring or other responsibility under any Applicable Laws, or may present a significant risk of harm to occupants, guests, invitees or employees. Notwithstanding the foregoing, Group shall be solely responsible for (i) removing and disposing any waste, including without limitation medical waste, from the Hotel and (ii) in accordance with any federal and state regulatory guidelines, contracting for special waste removal required by Applicable Laws.

#### **Article X Choice of Law/Venue**

This Agreement shall be governed by and construed in accordance with the laws of the state where the Hotel is located without reference to its choice of law rules. Venue of any action shall be in the city and state where the Hotel is located.

#### **Article XI Assignment**

Group shall not assign this Agreement or any part hereof without the prior written consent of Owner, which Owner may withhold in its sole discretion. Owner may assign this Agreement without the prior written consent of Group to a subsequent owner of the Hotel, a purchaser of the Hotel, a subsequent operator of the Hotel or a lender or mortgagee of the Hotel, and Owner may sell its interest in the Hotel to any third party without the consent of Group.

#### **Article XII No Lease or Tenancy**

The parties hereto expressly agree that this Agreement shall not be construed as a lease between Owner and Group and that Group shall not have any interest in real property pursuant to this Agreement. Group’s occupants staying at the Hotel shall at no time be deemed tenants of the Hotel. Group’s occupants shall be deemed transient occupants at the Hotel regardless of the length of stay set forth in this Agreement except for purposes of determining taxability of the room charges.

#### **Article XIII Security**

Group is solely responsible for any security for the Hotel property and facilities during the Term and for contracting any security Group deems necessary. To the extent requested by Group, Owner will provide Group contact information for security service providers typically used by the Hotel. Armed security is not permitted other than off duty police or sheriff officers.

## **Article XIV Confidentiality**

Section 14.1 Confidential Materials. All non-public information or materials that are proprietary property of the Hotel Parties or licensed for use by the Hotel, and provided to Group shall be maintained strictly confidential and returned to Owner upon request. Such information shall not be disclosed to anyone other than officers or key employees, attorneys and accountants of Group who have a need to know such information and who agree in writing delivered to Owner prior to disclosure, to maintain the strict confidentiality thereof and to abide by any other restrictions requested by Owner in connection with its delivery. The parties agree that the matters set forth in this Agreement, in any Term Sheet, and statements and other information relating to the Group's occupancy of the Hotel are strictly confidential, and each party will make every effort to ensure that the information is not disclosed to any outside person or entities without the prior written consent of the other party except as required (a) to obtain the advice of professionals or consultants, (b) in furtherance of a permitted assignment of this Agreement, (c) as may be reasonably necessary to obtain licenses, permits, and other approvals necessary for the Group's occupancy of the Hotel, or (d) as may be required by law or by the order of any government, regulatory authority, or tribunal or otherwise to comply with Applicable Laws (and such disclosure pursuant to subsections (a-d) above, is limited to the extent necessary and provided further that any party making such a disclosure will explain the provisions of this Article XIV to any third party receiving confidential information and any disclosing party will be responsible for the breach of the terms of this Section by any third party to whom it discloses confidential information), each party will ensure that such information is not disclosed to the press or to any other third person without the prior consent of the other party.

Section 14.2 Freedom of Information Act and any State Public Records Act. The parties acknowledge Group is a government entity, may be subject to certain disclosure laws related to the Freedom of Information Act, [any State Public Records Act] or similar laws (each, a "Disclosure Act"), and may not be legally allowed to provide confidentiality in all respects; however, Group shall provide confidentiality to the maximum extent permitted by Applicable Law. Group shall consult and provide written notice of any Disclosure Act requests and permit Hotel reasonable time (5 days) to object to any or all any Disclosure Act requests and permit Hotel to take any and all appropriate action to object to the requests and protect its interests prior to responding to any Disclosure Act request. Group shall permit redactions of records or documents where appropriate in accordance to any Disclosure Act provisions. Group shall enforce any and all exemptions to any Disclosure Act provisions as specified and covered by any Disclosure Act provisions, including but not limited to, trade secrets, confidentiality or proprietary information.

Section 14.3 Survival. The obligations set forth in this Article XIV survives any termination or expiration of this Agreement.

## **Article XV Liens**

Group shall prevent any liens or other security interests that arise from the Group's occupancy of the Hotel from being imposed on or filed against the Hotel. Group shall be solely responsible for immediately releasing any such liens or other security interests, including the costs of removing such liens or other security interests from the Hotel.



## Article XVI Notice

Any notice, communication, request or reply (“Notice”) made or accepted by either party to the other must be made in writing and shall be effectively given if addressed to the party to be notified, shipped by a recognized overnight delivery service or delivered in person with copy sent immediately by email to such party. Any Notice sent by recognized overnight delivery service shall be effective upon the earlier of actual receipt or the expiration of three (3) days after it is shipped. Oral or any other notice given in any manner shall be effective only if and when received by the other party to be notified. For purposes of Notice the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to Group: [Group name]  
[Address]  
[City, State, Zip]  
Email: [email address]  
Attn: [name]

If to Owner/  
Manager: [owner name]  
c/o [Management Company]  
5851 Legacy Circle, Suite 400  
Plano, TX 75024  
Email: [greg.moundas@aimhosp.com](mailto:greg.moundas@aimhosp.com); [robert.burg@aimhosp.com](mailto:robert.burg@aimhosp.com)  
Attn: Greg Moundas and Robert Burg

or at any other address which may be given by either party to the other in the manner provided above.

## Article XVII Defaults and Remedies

Section 17.1 Group Default. At the option of Owner, a default under this Agreement by Group shall exist if Group fails to observe, keep or perform any of the terms, covenants, agreements or conditions contained in this Agreement or those set forth in any other agreements or rules or regulations which Group is obligated to observe, keep or perform (“Event of Default”). Upon the occurrence of an Event of Default, Owner shall provide Notice and Group shall cure within fifteen (15) days after such Notice by Owner. If the Event of Default could not be cured or corrected within the fifteen (15) day period, but is reasonably susceptible to cure or correction, then Group shall not be in default hereunder if Group commences the cure or correction of such default within such period.

Section 17.2 Owner’s Remedies. Upon the occurrence of an Event of Default, then, in addition to and without waiving any other rights and remedies available to Owner at law or in equity or otherwise provided in this Agreement, Owner may terminate Group’s right to possession of the Hotel, in which case this Agreement shall terminate and Group shall immediately surrender possession of the Hotel to Owner and begin the Departure Requirements set forth in Article VIII. No act by Owner other than giving notice to Group of Owner’s election to terminate Group’s right to possession shall terminate this Agreement. Termination shall terminate Group’s right to possession of the Hotel but shall not relieve Group of any financial

obligations under this Agreement which has accrued prior to the date of such termination, including without limitation, the cost of cleaning/replacements and restoring the Hotel back to the condition existing on the Commencement Date as set forth in Article VIII.

#### **Article XVIII Brokers**

Owner agrees to pay [Trestle] a commission of five percent (5%) of the Facilities Fee paid to Owner by Group. [Trestle's] commission shall be paid thirty (30) days of Owner's receipt of the Facility Fee. Other than the commission owed to [Trestle], Owner and Group each warrant and represent to the other that neither has had any dealings with any real estate broker, agent or finder in connection with the negotiation of this Agreement or the introduction of the parties to this transaction, and that it knows of no other real estate broker, agent or finder who is or might be entitled to a commission or fee in connection with this Agreement. In the event of any additional claims for brokers' or finders' fees with respect to this Agreement, Group shall be obligated to pay the brokers' or finders' fees or commissions and shall indemnify, hold harmless, protect and defend Owner from and against such claims if they shall be based upon any statement or representation or agreement made by Group.

#### **Article XIX Entire Agreement and Amendments**

This Agreement contains all the agreements of the parties and supersedes any prior agreements and writings. This Agreement may not be changed other than by an agreement in writing signed by the parties.

#### **Article XX Attorneys' Fees**

In the event any legal action is taken by either party against the other party to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful party to such action shall pay to the prevailing party therein all court costs and reasonable attorney's fees, or reasonable arbitration fees, incurred by the prevailing party.

#### **Article XXI Termination**

Owner may terminate this Agreement for any reason upon fifteen (15) days' written notice to Group.

#### **Article XXII Government Assurances**

Section 22.1 Relief From Eviction Laws. Group shall, in conjunction with any other local authorities, and to the extent applicable to the particular jurisdiction, waive any and all landlord/tenant eviction laws or prohibitions and issue applicable orders and writs for removing any persons in the Hotel (i) who will not vacate prior to the Commencement Date or (ii) who will not vacate upon conclusion of the Term. Further, Group shall cause law enforcement to facilitate removal of all such individuals. In addition, should any Group occupant fail to leave the Hotel, the Term and the related financial obligations shall continue until such occupants depart and the Departure Requirements of Article VIII are completed. Group shall be solely responsible and liable for all claims arising from this Section 22.1.

Section 22.2 Tax Waiver, Abatements and Other Fees. Group shall procure tax waivers, along with the waiver of other and similar governmental fees, during the time of the Group's occupancy of the Hotel during the Term.

Section 22.3 License and Permits. Group represents and warrants it, in conjunction with any other local authorities, has vacated any issues or violations with the Hotel's licenses or permits in order to effectuate this Agreement include, without limitation, zoning, operational permits, liquor licenses, and property-related permits (collectively, "Hotel Licenses") or as a result of Group's occupancy during the Term and shall restore all Hotel Licenses to good standing at the end of the Term.

*[Signature Page to Follow]*

WITNESS OUR HAND AND SEALS as of the date and year first written above.

**OWNER:**

**GROUP:**

[Owner name], a [state] [corporation, limited liability company, etc.]

[Group name], a [state] [corporation, limited liability company, etc.]

By: [manager name], solely as its agent

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\*All required Government Approvals for Group to enter into this Agreement shall be attached as Exhibit A.

**EXHIBIT A**

**GOVERNMENT APPROVALS**

*[below form is an example to be modified based on the specific jurisdiction's requirements]*

**FORM OF GOVERNMENT APPROVAL**

As a result of Dallas Mayor Eric Johnson's issuance of a Proclamation Declaring a Local State of Disaster (the "Declaration") on March 12, 2020, which has been extended, the undersigned swear and affirm that, under section 5 of the Declaration, the City of Dallas (the "City") is authorized to enter into and specifically lease temporary housing as proposed in this Agreement, pursuant to Texas Disaster Act sec. 418.020(d). No competitive bidding is required in the case of a public calamity. *Id.* at sec. 4. In order to be fully effective and enforceable, pursuant to City Code ch. XXII, sec. 1, contracts shall be signed by the City Manager and approved as to form by the City Attorney. It is expressly provided that the City Manager has the specific authority to sign and approve this Agreement and that the Agreement is binding and enforceable on the City (Group) without any further actions by the City (Group). This Agreement also shall be ratified by the City Council at the next available meeting of the City Council.

**AGREED AND ACCEPTED:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: City Manager

Address: 1500 Marilla Street  
Dallas, Texas 75201

**AGREED AS TO THE ABOVE**

**AGREEMENT APPROVED AS TO FORM:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: City Attorney

Address: 1500 Marilla Street  
Dallas, Texas 75201