



CORPORATE LOYALTY & EVENT INCENTIVE APPLICATION

GENERAL TERMS AND CONDITIONS

The Farmers Branch Corporate Loyalty Program (“Program”) is a grant program designed for eligible companies that regularly utilize Farmers Branch hotels for its transient hotel room or tournament needs for its employees, clientele and business associates, including single corporate events, conferences, tournaments and meetings. The Program provides a \$5.00 rebate per consumed hotel room where a minimum goal of 500 rooms are booked and used by the company during a Program Period (as indicated on the application program end date) If the company is based in Farmers Branch (as shown on its IRS W-9 form), the minimum is 350 rooms. Room rentals must generate hotel occupancy taxes in order to be eligible for the rebate.

The Corporate Loyalty Program is intended to provide incentives to companies that participate in this Program to encourage the use of participating hotels in Farmers Branch by its employees, clientele and business associates, with the ultimate goal of enhancing the City’s economic development and promoting tourism and the local hotel industry. Participation begins with a signed application, after which the participating hotels will track the number of qualifying room nights generated throughout the Program Period, and will report room bookings directly to the City. Once verified, the City will issue a rebate check to the company based on the total room bookings produced in the Program Period. By submitting an application, the company agrees to be bound by these terms and conditions and agrees to comply with the requirements and all limitations of this policy.

Grant Calculation. Grants are based on the number of hotel rooms in participating hotels located within the City of Farmers Branch. The rooms must be paid for, and the hotel occupancy taxes must have been assessed and collected. The company must book and account for a minimum of 500 rooms (or 350 if applicable) per Program Period and may include regular room rentals or room bookings associated with a single event. If the minimum room number is attained, rebates will include all rooms booked and paid for within the Program Period, including those counted to attain the minimum number. Room rentals that are exempt from the payment of City hotel occupancy taxes are ineligible for inclusion.

Eligibility. Companies eligible to participate in the Corporate Loyalty Program are incorporated entities, incorporated in or authorized to do business in the State of Texas, or, alternatively, a recognized national, regional; or local sports organization using participating hotels for tournament purposes. An eligible company whose IRS W-9 form

shows its place of business within the City of Farmers Branch may receive rebates for room rentals at and in excess of 350 rooms within the Program Period. The company must reserve a block of rooms, or have an agreement in place with a participating hotel to reserve a block of rooms, , for a minimum of one year, and must provide verification of its agreement with a participating hotel of the room block reservation. However, this one-year reservation requirement does not apply to single-event tournaments.

Applicants must submit a completed application and an IRS W-9 form to the City's designated representative who will review and approve or deny the application within fifteen (15) business days after submission. Room bookings that precede the beginning of a Program Period may be determined ineligible for rebates.

For returning applicants, applications to participate in the Program must be submitted to and approved by the City prior to the commencement of the current Program Period. Retroactive applications or rebates are generally not allowed, but the Program Period may commence as of the date of the submission of an application if the application is later approved. The Program Period is a rolling year which begins upon the submission of an approved application and ends on the same day of the following calendar year. For single-event tournaments, the Program Period is the period stated in the application. If the City denies an application to participate, the decision is final and binding.

Rebate Request. At the end of the Program Period, the City will request pick up reports from the participating hotels. Rebates will be based on reports received by the City from participating hotels. The company must provide written confirmation of the accuracy and completeness of hotel reports. If a hotel report is incomplete or if additional information is required, the City will notify the company, who assumes full responsibility for correction. If the City denies a rebate or an application to participate in the Program, the City's decision is final and binding. The City will generally issue a rebate check within sixty (60) days of the company's verification of the hotel report.

Accountability. Companies receiving rebates must keep all relevant records for a period of two (2) years and must make all relevant records available to the City at reasonable times and on reasonable notice. Should the City later determine that an application or that information in a hotel report on which a rebate is premised contains false or misleading information (as opposed to inaccuracies), or should the City determine that a company was not eligible to receive a rebate, the company may be required by the City to refund all rebates given to the company, including rebates paid within prior Program Period.

Incentives under this Program are not guaranteed; payments under the Program are grants, subject to available funding and conditioned on full compliance with the terms and conditions of the Program. The City reserves and retains the right to waive informalities or irregularities in the process of application, approval or payments, and to waive any requirement imposed by these General Terms and Conditions, in its sole discretion.

The submission of an application is an acceptance of all terms and conditions by the company. The City's approval of the application is not and shall not be regarded as a contract for goods and services. The City's approval of an application simply provides the privilege and opportunity to receive grants; it does not confer an enforceable right to grants or rebates. No applicant or eligible company may rely to its detriment on the Program or on rebates it may expect to receive. Applicants shall not pledge City approval of an application or expected grants as any form of collateral for debts, loans or mortgages. Rebates are non-assignable.

The Corporate Loyalty Program may be amended, revised, or cancelled by the City at any time, and eligibility for grants under this Program will be subject to any such amendments, revisions or cancellation. Applicants agree that the approval of any application, including an application for rebate, and participation in the Corporate Loyalty Program is discretionary with the City, and that the program may be suspended, terminated, or modified at any time regardless of availability of City funds or pending applications on file.

All applicants, as a condition of participation in the Program, agree to indemnify, release and hold harmless the City and its officers, officials, employees and representatives from and against any and all liability, claims, losses, damages and suits of any kind or nature which may in any way arise from participation in the Program. The Program does not constitute any form of partnership or joint venture between the City and the applicant or between the City and any participating hotel. The company gives the City the right and authority to use its name and logo for promotional purposes.