

Hilton Jinan South Hotel & Residences

济南鲁能希尔顿酒店及公寓

CONFERENCE AND EVENT AGREEMENT

会议与活动协议

This Conference and Event Agreement ("Comfort International M.I.C.E.Service Co Ltd") between the parties identified immediately below as Client and Hotel is intended to be helpful to both you and us and result in your satisfaction with our performance.

本会议与活动协议（“康辉集团国际会议展览有限公司”）由以下列明的客户和酒店双方签订，旨在双方互利互惠，并由我方据此提供令贵方满意的服务。

Client Name:Comfort International M.I.C.E.Service Co Ltd 客户名称：康辉集团国际会议展览有限公司 ("You" or "you" or "your" or "Client") ("贵方"或"客户")		Hotel Name: Shandong Luneng Genfu Development Co. Ltd Jinan Hilton Branch Company 酒店名称：山东鲁能亘富开发有限公司济南希尔顿酒店分公司 (collectively, "Hotel" or "we" or "our" or "us") (以下合称“酒店”或“我方”)	
Client Mailing Address: 客户邮寄地址：	北京市朝阳区农展馆南路 13 号瑞辰国际中心 15 层 1510 室	Hotel Address: 酒店地址：	2888 Second Ring South Road Shizhong District Jinan Shandong China 山东省济南市市中区二环南路 2888 号
Client Contact Name: 客户联系人姓名：	Ma Jie 马洁	Hotel Contact Name: 酒店联系人姓名：	Emma Fu 付敏敏
Title: 职务：	Manager 经理	Title: 职务：	Events Sales Manager 宴会及会议销售经理
E-mail address: 电邮地址：	Majie@cct.cn	E-mail address: 电邮地址：	Emma.fu@hilton.com
Phone: 电话：	+86 13810086995	Phone: 电话：	+86 (0)531 81925684 +86 17686686578
Fax: 传真：	-	Fax: 传真：	+86 (0)531 86022999
Event Agreement Issue Date: 活动协议发出日：	8/1/2019 2019年8月1日	Agreement Number: 协议编号：	TNAJC0000005253
Event Dates: 活动时间：	8/6/2019 2019年8月6日	Name of Event ("Event"): 活动名称（“活动”）：	-
Arrival Date: 入住日：	8/6/2019 2019年8月6日	Post to Reader Board As: 告示板公告的名称为：	-

We are pleased to reserve the following accommodations and arrangements for your Event. Please review the detailed information outlined within to assure that this accurately reflects your requirements:

我方很高兴为贵方的活动保留以下住宿和安排。请审阅下述详细信息，以确保其准确地反映了贵方的要求：

Room Block Booking Details:

预留区预订信息：

BEDROOMS and RATES (Attach extra page if necessary) ("Room Block") 客房和房价（如有必要请另附页）（“预留区”）				
MONTH/DAY/YEAR 年/月/日	ROOM TYPE 房型	NUMBER OF ROOMS 房间数量	RATE 房价	DAILY TOTAL ROOM NIGHTS 每日客房入住总数
2019.08.06	希尔顿标准客房-标间	71	550	124
	希尔顿标准客房-大床	53	550	
2019.08.07	希尔顿标准客房-标间	71	550	124
	希尔顿标准客房-大床	53	550	

Total Number of Bedroom Nights Reserved: 248

预留客房总入住数：248

BEDROOMS and RATES (Attach extra page if necessary) ("Room Block") 客房和房价（如有必要请另附页）（“预留区”）				
MONTH/DAY/YEAR 年/月/日	ROOM TYPE 房型	NUMBER OF ROOMS 房间数量	RATE 房价	DAILY TOTAL ROOM NIGHTS 每日客房入住总数
2019.08.08	希尔顿标准客房-标间	99	485	169
	希尔顿标准客房-大床	70	485	
2019.08.09	希尔顿标准客房-标间	99	485	169
	希尔顿标准客房-大床	70	485	

Total Number of Bedroom Nights Reserved: 338

The above bedroom rates are inclusive 1 or 2 of Buffet Breakfast for single or double occupied rooms.

以上客房房价单人入住含单份自助早餐，双人入住含双份自助早餐。

Room Rate above have included premium internet.

以上客房房价包含免费网络。

Room Rate above have included 16.6% surcharge.

以上客房房价包含 16.6% 服务费。

Function Details (Attach extra page if necessary) (see additional details if any in the Schedule of Events)

活动详情 (如有必要请另附页) (其他详情参见活动附表)

日期	起始时间	结束时间	活动	场地	布置	保证人数	预计人数	价格
2019 年 08 月 07 日	18:00	21:00	中式餐桌	多功能厅	圆桌式	40	40	238 元/人 (10 人/桌)

Breakdown of Total Anticipated Revenue

预期总花费明细

Summary Of Total Anticipated Revenue for this Event	
本活动的预期总花费摘要	
Total Anticipated Bedroom Revenue 房价预期总花费	CNY300,330.00 人民币 300,330.00
Total Anticipated F&B Revenue 餐饮预期总花费	CNY9,520.00 人民币 9,520.00
Total Anticipated Revenue 预期总花费	CNY309,850.00 人民币 309,850.00

* The above anticipated revenue does not include gratuities, labour surcharge any other fees outside of food and beverage product sales
* 上述预期总花费不含小费、加班费或餐饮产品销售之外的任何其他费用

COMMISSION

佣金

Basic agree total anticipated revenue, according to actual charge (including to service charge and tax).

基于以上合同价格，根据实际发生的消费（除服务费和税金后）酒店向康辉集团国际会议展览有限公司支付 10% 的佣金，且需要为酒店提供等额的佣金发票。

We will only pay commission to those agencies who has relevant qualifications. Commission will be paid on the bedroom rate (exclusive of any rebates, housing company fees or other subsidy) for each bedroom actually occupied and paid for by you or your attendees that was reserved as part of your established Room Block at the special group rates as specified in the Event Agreement. For the avoidance of doubt, no commission payments will be earned by the Planner based on cancellation damages or no-show charges.

我方将只向具备相应资质的代理人支付佣金。如贵方或贵方活动参加人员实际使用作为贵方已设预留区之部分而保留的房间并按活动协议规定的团体特殊房价付费，我方将就该等客房房价（不包括任何返利、房产公司费用或其他津贴）支付佣金。为免疑义，如发生活动取消损害赔偿或取消预订费，则策划人不得收取佣金。

The applicable commission that the Planner is eligible to receive for your Event is specified in the Event Agreement. Commission will be paid only to the designated Planner, unless before the commencement of the Event, we receive notice in writing signed by you and the designated Planner that the commission is to be paid to some other person or entity.

活动协议载明了策划人有资格就贵方活动收取的适用佣金。佣金仅支付给指定策划人，除非我方在活动开始前收到贵方和指定策划人签署的、关于佣金将支付给某一其他主体或实体的书面通知。

Unless specifically mentioned otherwise in the Event Agreement, commission will be paid in a single payment but only after we receive full payment for the Event as well as a valid commission invoice. For the avoidance of doubt, we have no obligation to take any action to collect funds to be paid as commissions.

除非活动协议另有明确规定，我方将仅在收到有关活动的全部款项和有效的佣金发票后一次性支付佣金。为免疑义，我方没有义务采取任何行动收取作为佣金支付的款项。

You (and the Planner if the Planner is signing this Event Agreement on your behalf) agree to take full responsibility for determining whether disclosure of the commission is required and for making such disclosure if it is required. You (and the Planner if the Planner is signing this Event Agreement on your behalf) further agree to reimburse us for any fees, costs, liabilities or expenses that we incur should any person claim disclosure was insufficient.

贵方（以及策划人，如策划人代表贵方签署本活动协议）同意全权负责决定是否需要披露佣金，并在需要披露时对此进行披露。对于任何主体主张披露不充分而导致我方发生的任何费用、支出、责任或开支，贵方（以及策划人，如策划人代表贵方签署本活动协议）进一步同意对我方进行补偿。

If no Planner is specifically identified in the Event Agreement, then you acknowledge that all terms and conditions with regard to the Event have been negotiated directly between you and us. If following the final execution of this agreement you elect to retain the services of a Planner in order to provide services to you in support of your Event, then you acknowledge and agree that any such retention will be solely at your election and all compensation owed to such Planner shall be paid solely by you. We are not obliged to pay any commission or other fees to the Planner as above.

如果活动协议未明确规定策划人的，则贵方确认贵方和我方已对活动的所有条款和条件直接进行了协商。如果在本协议正式签署后，贵方选择聘请策划人服务以便其在贵方活动中向贵方提供支持服务，贵方确认并同意由贵司自行决定任何该等聘请，且贵司将独自支付对该等策划人的所有报酬。我方无义务向上述策划人支付任何佣金及其他费用。

For the avoidance of doubt, you agree that the commission agreed to in the Event Agreement is for the benefit of the Event set out in the Event Agreement only and cannot be used by you to create a binding precedent for future events at our Hotel or at any other hotel operating within the Hilton Worldwide portfolio of hotels.

为免疑义，贵方同意活动协议规定的佣金仅为本次活动之目的而约定，就将来在我方酒店或 Hilton Worldwide 旗下经营的任何其他酒店内举办之活动，贵方不得以此作为具有约束力的先例。

Performance Damages (see Cancellation and Performance Policies in the attached Standard Terms and Conditions)

You may reduce the minimum numbers of pre-booked bedroom accommodation, pre-booked delegate requirements, pre-booked meeting room hire and/or pre-booked F&B without liability or cost to you at any time 30 days or more prior to the Arrival Date. If the reductions result in more than a ____% reduction in the Total Anticipated Revenue for the Event, then we reserve the right to cancel the Event without further liability to either party.

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履约赔偿金 (参见附件的标准条款和条件中的取消和履约政策)

贵方可以在入住日前 30 天或更早的任何时间随时减少已预订客房住宿、已预订会议室租用和/或已预订餐饮的最低数量而无须承担责任或费用。如果该数量减少导致本活动的预期总花费减少 30% 以上，则我方保留取消活动的权利，在此情况下任何一方均无须承担其它责任。

In addition, if you elect to reduce the minimum numbers of pre-booked bedroom accommodation, pre-booked delegate requirements, pre-booked meeting room hire and/or pre-booked F&B at any time between 15 days to 30 days prior to Arrival Date, then you will be assessed a Performance Damages fee equal to 50% of the total anticipated revenue of the reductions.

此外，如果在入住日前 15 天到 30 天内的任何时间，贵方选择减少已预订客房住宿、已预订会议室租用和/或已预订餐饮的最低数量，贵方将有责任支付相当于减少数量所对应的预期总花费之 50% 的履约赔偿金。

In addition, if you elect to reduce the minimum numbers of pre-booked bedroom accommodation, pre-booked delegate requirements, pre-booked room hire and/or pre-booked F&B at any time from 15 days or less prior to Arrival Date, then you will be assessed a Performance Damages fee equal to 100% of the total anticipated revenue of the reductions.

此外，如果在入住日前 15 天或更晚的任何时间，贵方选择减少已预订客房住宿、已预订会议室租用和/或已预订餐饮的最低数量，贵方将有责任支付相当于减少数量所对应的预期总花费之 100% 的履约赔偿金。

If you do not exercise the option to reduce pre-booked bedroom accommodation, pre-booked delegate requirements, pre-booked meeting room hire and/or pre-booked F&B as described above, then the option is waived.

如果贵方不行使上述选择权减少已预订客房住宿、已预订会议室租用和/或已预订餐饮，则视为放弃该等选择权。

All adjustments in Room Block will result in a proportionate adjustment in assigned meeting room/function space, unless agreed otherwise by us. 除非双方另行同意，预留区的所有调整将附随对指定会议室/功能区的相应比例调整。

If the Event is held, but we do not realize the Total Anticipated Revenue (as adjusted, if any, pursuant to this clause) from your Event, you agree to pay performance damages. The damages owed will be the amount necessary for us to receive no less than 100% of each minimum revenue guarantee listed in the summary table above, plus applicable national and local taxes; provided, however, that if you properly reduced your pre-booked commitments in accordance with this clause, each applicable minimum revenue guarantee listed in the summary table above shall be reduced in a corresponding manner.

如果活动已经举办，但我方未能从贵方的活动中实现预期总花费（可根据本条款进行调整，如有），贵方同意支付履约赔偿金。贵方应付的赔偿金应为可令酒店收取到不少于上述摘要表中所列的每一项最低保证花费的 100% 之金额，外加适用的全国税和地方税；但是，如果贵方按照本条款的规定适当地减少了贵方已预订最低数量，则上述摘要表中所列的每一项适用的最低保证花费应当相应地予以减少。

Full Cancellation Damages (see Cancellation and Performance Policies in the attached Standard Terms and Conditions)

整体取消赔偿金 (参见附件的标准条款和条件中的取消和履约政策)

Date of Hotel's Receipt of Cancellation Notice 酒店收到取消通知的日期	Percentage of Total Anticipated Revenue Owed 相当于应付预期总花费的百分比	Amount of Cancellation Damages Owed, plus applicable national and local taxes 应付取消赔偿金金额，外加适用的全国税和地方税
Cancellation 0 days to 15 days before event date: 取消发生于活动开始前 0 到 6 天内	AMOUNT % = 100% 数额 % = 100%	CNY309,850.00 人民币 309,850.00

Payment Breakdown

付款明细

You do not currently have credit facilities with Hilton Worldwide or us. Deposit payments are required as follows:

贵方目前未与 Hilton Worldwide 或我方建立信用关系。押金应按照以下方式支付：

请于 2019 年 08 月 01 日前签回合同，活动协议签署之日支付预期总花费的 90% 约人民币 278,865.00。

剩余 10% 费用（根据实际消费）将在活动结束 7 天内结清。

Payment Instructions

付款指示

Bank Transfer to the following details:

银行转账的方式支付至以下账户：

Sort Code: 银行代码:	91370103MA3C4BG82H
Account Number: 账户号码:	37050161904100000130
Beneficiary Account Name: 收款人户名:	山东鲁能亘富开发有限公司济南希尔顿酒店分公司
Bank / Branch Name: 银行 / 分行名称:	建设银行济南泉城支行
Address of Bank: 银行地址:	济南市历下区龙奥北路 168 号建行大厦南侧裙楼

KINDLY QUOTE THE BOOKING NAME AND ARRIVAL DATE ON ALL CORRESPONDENCE.

请在所有的通讯中引述预订名称和入住日。

Entire Agreement: This Event Agreement, together with the Standard Terms and Conditions (attached hereto and incorporated herein by reference), appendices, addenda and exhibits attached hereto (if any), upon signature by both parties below, constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by the parties. If this Event Agreement or any attachments thereto are returned signed but with changes, it shall not constitute an acceptance, but rather a counteroffer by you that may be accepted or rejected in writing by us in our sole discretion. Once both you and we sign this Event Agreement, all provisions reserved on your behalf will be confirmed and therefore subject to the terms of this Event Agreement.

完整协议：本活动协议、标准条款和条件（作为本协议的附件且通过引述构成本协议的一部分）以及本协议的附件、附录及附表（如有）一经以下双方签署，即构成双方之间的完整协议，只有采用书面形式且经双方签署方可被修订或修改。如果在返还本协议或其任何附件签署版本的同时进行了修改，不得视为我方已接受了该等修改，而应视为贵方的反要约，我方可以自行决定以书面形式接受或拒绝该反要约。一旦贵方和我方签署了本活动协议，代表贵方所作的预留将被确认并受限于本活动协议的规定。

Governing Language: This Event Agreement, together with the Standard Terms and Conditions, is in English and Chinese. The parties acknowledge and agree that the English version shall prevail in case of any discrepancy between the English and Chinese versions.

适用语言: 本活动协议、标准条款和条件本许可协议以英文和中文书就。本许可协议各方承认如果两种文本存在任何不一致, 应以中文文本为准。

The undersigned expressly agree and warrant that they are authorised to sign and enter into this Event Agreement on behalf of the party for which they sign.

下列签字人明确同意并保证其有权代表其代为签字的一方签署并订立本活动协议。

ACCEPTED AND AGREED TO:

接受并同意:

By:,

签字:

By: _____

签署:

Title: _____

职务:

Dated: _____

日期:

Hotel Name: Shandong Luneng Genfu Development Co., Ltd. Jinan Hilton

酒店名称: 山东鲁能亘富开发有限公司济南希尔顿酒店分公司

By: _____

签署:

Name: _____

签署人姓名

Title: _____

职务:

Dated: _____

日期:



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