

Agreement between **Sheraton Grand Hangzhou Binjiang Hotel** and **China Comfort Travel Co., Ltd**  
**杭州滨江银泰喜来登大酒店与康辉集团北京国际会议展览有限公司之间的协议**

**Property****酒店**

Sheraton Grand Hangzhou Binjiang Hotel

杭州滨江银泰喜来登大酒店

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**Customer****客户**

China Comfort Travel Co., Ltd

康辉集团北京国际会议展览有限公司

Lan Zhong

仲岚

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RE: China Comfort Travel C/O Buick Group, 19Apr2018

关于: 2018年4月19日康辉集团北京国际会议展览有限公司代理别克昂科威团队

This Agreement between China Comfort Travel Co., Ltd ("**Customer**") and Sheraton Grand Hangzhou Binjiang Hotel ("**Hotel**") is effective as of the date it is signed by Hotel & Customer ("**Agreement Date**").

本协议由康辉集团北京国际会议展览有限公司("客户")与杭州滨江银泰喜来登大酒店("酒店")签署,并自双方签字之日起生效("协议日期")。

**Event Dates:** 19Apr2018 to 20Apr2018**活动日期:** 2018年4月19日至2018年4月20日**Guest Rooms:** This Agreement applies to the following block of guest rooms (the "**Room Block**"):**客房:**本协议适用于下述一组客房之预留("预留客房"):

Room Category 房型	19Apr2018 2018年4月19日	Total 总计
Grand Deluxe King 尊贵豪华大床房	11	11
<b>Attendees Room Block Total 预留客房总计</b>	<b>11</b>	<b>11</b>

**Total Guest Room Night Commitment:** Customer's room night commitment everyday refers to the form above;  
the total guest room night commitment is 11.

**总房夜:** 客户每天承诺的房夜数如上表; 其总房夜承诺是 11。



*[Handwritten signature]*

**Cut-off Date:** The "cut-off date" for reserving rooms in the Room Block is 5:00 p.m. local time at Hotel on 18Apr2018. After the cut-off date, it is at Hotel's discretion whether to accept additional reservations, which will be subject to prevailing rates and availability. Failure to reserve rooms in the Room Block prior to the cut-off date does not reduce Customer's total guest room night commitment and does not impact the "Attrition" or "Cancellation" provisions below.

**截止日期:** 预留客房仅保留至“截止时间”，截止时间是酒店所在地时间2018年4月18日当日下午5:00时。在截止时间之后，酒店将根据届时房价和客房预订情况自行决定是否接受额外的预订。在截止时间前未预订成功的预留客房不会减少客户承诺的客房间夜总数，也不影响下述“消耗”或“取消”条款的规定。

**Rates:** Hotel will provide the confirmed guest room rates below for the Room Block (the "Rates"):

**房价:** 酒店为以下保留房提供如下价格:

#### Attendees Room Block

##### 保留房

Rooms	房间	Single Rate 单人房价	Double Rate 双人房价
Grand Deluxe King	尊贵豪华大床房	CNY1000	CNY1050

Rates do include service charges and VAT; No automatic or mandatory charges are tips, gratuities, or services charges for employees, unless otherwise expressly stated.

以上价格包含服务费和增值税。除其它明确规定以外，没有自动或强制性的费用，比如给员工的小费，酬金或服务费用。

Rates will be available 2 days prior and 2 days after the Event Dates indicated in the Room Block, subject to availability of guest rooms at the time of reservation.

根据预订时客房的可预订能力，房价将在锁定客房中说明的在活动日期前2天和活动后2天有效。

**Rates exclude commission.**

以上房价不含佣金。

Rates including One (1) or Two (2) full buffet breakfasts; extra full buffet breakfast is chargeable at CNY198 net. The extra bed costs CNY 350 net without breakfast. A room drop (inside the room) fee of CNY 30 per room per drop applies for all groups.

房价包含一份或二份全自助早餐；新增自助早餐按人民币198元净价每位每次收取。加床服务：每床每晚收费人民币350元净价（不含早）。团队礼品投放至房间内，每间房收取人民币30元。

Hotel standard check in time is after 15:00; check out time is 12:00. For any early check in request, kindly suggest reserving the rooms at least one day before the arrival date. Kindly charge the late check-out fees as below (upon room availability): Half-day room charge between 12:00 – 18:00; One day room charge after 18:00.

酒店标准入住时间为下午3点；退房时间为中午12点。如需要在15点之前使用客房，建议预订前一晚的房间以确保客人入住。在正常离店时间后办理离店手续，将按以下标准收取费用：12:00 – 18:00加收半天房费；18:00后加收一天房费（须视乎房间供应情况）。

**Rooming List:** Guest room reservations will be made by rooming list that includes a clear listing of names, arrival/departure dates, and types of accommodations desired for each individual. The rooming list must be received no later than 7 days prior to arrival. All reservations made by rooming list will be guaranteed for arrival to the Master Account.

**分房单:** 客房预订将依照分房单执行，分房单应清楚地包括名单，抵达和离店日期，以及每位客人期望的房型。酒店必须于抵店7日前收到分房单。所有依照分房单预订的客房将由总帐担保抵达。

**Early Departure Fee:** An early departure fee of regarding room rates above will apply if a Customer attendee checks out prior to the confirmed checkout date.

**提前离店费:** 对于任一客户成员，如果其在已确认退房日期之前提前离店，则将收取以上相应房价的提前离店费。





**Prepayment:** All individual guest reservations must be fully prepaid by 18Apr2018 or the reservation is subject to cancellation by Hotel, at its option. Prepayment can be made by the guest authorizing prepayment to the credit card used to make the reservation deposit, or by check or money order sent to Hotel.

**预付款项:** 所有单独的客房预订, 必须在2018年4月18日前全额预付, 否则酒店有权取消预订。预付款项可以由客人使用信用卡预授权支付押金, 或以支票或汇票送到酒店。

**Relocation:** If any guest room reservation cannot be accommodated by Hotel, Hotel will provide: (1) accommodations at a comparable Hotel reasonably nearby at no charge for the first night; (2) one complimentary round trip ground transportation between Hotel and the alternate hotel for each day the guest is displaced; (3) one 5 minute phone call and necessary arrangements for forwarding of the displaced guest's telephone messages and mail; (4) an offer to relocate the displaced guest back to the first available guest room; (5) upgraded accommodations at Hotel upon return (if available) and a welcome expression from the General Manager; and (6) credit to Room Block for any nights that guests are displaced.

**重新安置:** 对于任何预订的客人, 如果酒店没有房间供其入住, 酒店应: (1) 提供距本酒店合理距离内的同类酒店供其入住, 客人无需支付第一晚房费; (2) 为该客人提供每天一次往返于本酒店和入住酒店之间的免费交通; (3) 提供免费电话一次, 时长不超过5分钟, 并提供转交电话留言和信件的必要安排; (4) 一旦有本酒店客房可供入住, 则首先向该客人提供; (5) 在该客人入住本酒店后, 为其升级客房(如有), 并提供由总经理签署的欢迎函; (6) 该客人被安排入住其他酒店的房夜数应计入保留房的房夜数。

**Attrition:** The Hotel may decline revenues from other clients while the guest rooms are blocked for the Group. Therefore cancellation charges will apply to any reduction beyond the stipulated percentages of Attrition.

**损耗:** 酒店在为客户锁定客房时可能会减少来自其它客户的收入。因此, 任何超过规定的百分比的缩减预订的损耗应收取取消费。

Group shall notify the Hotel in writing on each Review Date to if Group wishes to reduce, maintain or increase the requirements. For reductions, the Hotel shall release guest rooms blocked accordingly. For increments, guest rooms blocked shall be increased accordingly, subject to availability.

客户应在每个审查日期书面通知酒店是否希望减少, 保持或增加预订的要求。如果减少, 酒店应相应解除锁定的客房。如果增加, 锁定的客房应视供应能力相应的增加。

The following Attrition is allowed on the respective Review Dates:

在相应的审查日期以下损耗在允许范围内:

Review Date 审查日期	Number of days prior to the scheduled Event Date 在计划的活动日期前的天数	Attrition 损耗
Final Review – 17Apr2018 最终审查—2018年4 月17日	3 days prior to scheduled Event Date 计划的活动日期前3天以内	Hotel not allows reduction of balance of guest rooms blocked 酒店不允许进一步减少剩余锁定客房

Any cancellation of guest rooms after the Final Review Date will be subject to Cancellation charges.

在最终审查日期后的任何客房取消应收取取消费。

**VAT:** Unless expressly stated otherwise, all fees, charges or other sums payable or any other consideration provided or to be provided under or in connection with this Agreement include all kinds of VAT and applicable taxes. Hotel may recover from Customer, and Customer shall pay, the amount of any VAT and any applicable taxes payable under applicable law in respect of any fee, charge or other sum payable in connection with the supply of any goods or services made by Hotel to or for the benefit of Customer under or pursuant to this Agreement, subject to Customer receiving a valid tax invoice in respect of thereof.

**增值税:** 除非另有明确约定, 根据本协议规定的或与本协议相关的所有费用、收费或其他应付金额或任何其他对价, 均包括向政府支付的各类增值税及附加税。以客户收到的与此相关的有效的税务发票为凭证, 酒店可以向客户收取, 且客户应该支付, 根据适用法律的规定, 就根据本协议的约定针对由酒店提供的或使客户受益的任何供给的物品或服务而需支付的任何费用、收费或其他应付金额而征收的任何增值税税费或任何适用税费。



**Assignment of Function Space:** Hotel will provide Customer with Function Space in accordance with the schedule of events, based on the contracted number of people attending the event. Hotel may make reasonable substitutes to Function Space by notifying Customer. If the schedule of the events pass the time above, Hotel reserve the rights to reassign the function space or charge the Function Space Utility Fee and labor fees.

**宴会场地的安排:** 酒店将根据客户的宴会时间安排, 根据合同的人数以及参与人数, 安排合理的场地。如会议或用餐超过注明时间, 酒店保留对场地的安排权或加收场地费用和劳务费。

**Final Program:** Customer agrees to provide its final program to Hotel no later than 3 days prior to arrival day. In the event that a final program is not submitted by this date, Customer agrees that Hotel may at its option release all or part of space held for Customer.

**最终计划:** 客户同意在不晚于抵店日期前3天向酒店提供最终计划。如果到期未提交最终计划, 客户同意酒店可自行选择取消为客户保留的全部或部分场地。

**Outdoor Complex Set-Up Charges:** All outdoor functions are subject to set-up charges (plus all applicable taxes) that cover Hotel's costs associated with cleaning, set-up and overall maintenance of the outdoor area, and are not tips, gratuities, or service charges for employees.

**户外活动的安排和收费:** 所有的户外活动安排涵盖酒店清洗, 设置和室外区域全面维护相关的成本费用 (加上所有适用的税费), 不包括员工的小费或服务费。

**Packaging Food:** At Customer's request, Hotel will package any food and beverage prepared for Customer's event scheduled to be held at Hotel's premises on outlets & banquet.

Customer acknowledges that alcoholic beverages sold by Hotel under its liquor license cannot be taken off Hotel's premises. Customer further acknowledges that while Hotel is responsible for compliance with all applicable health and safety requirements in the preparation and service of food and beverage on its premises, it cannot control or guarantee the continued wholesomeness and safety of food once it leaves Hotel's control. Therefore, Customer agrees to indemnify, defend and hold Hotel and its affiliates harmless from any loss, liability, costs or damages arising from actual or threatened claims resulting from the provision of food or beverage by Hotel for consumption off Hotel's facilities.

**包装食品:** 在客户的要求下, 酒店将为定在酒店营业场所及宴会厅的客户活动打包准备任何食物和饮料。

客户需要认知, 酒店所出售酒精饮料是在酒店的酒精营业执照所许可的范围之内。客户还需确认, 酒店负责在酒店内遵守所有适用的健康和安全的准备和供应食品和饮料, 一旦离开酒店的控制, 无法控制或保证持续符合卫生和食品安全。因此, 客户同意保障, 保护和其关联企业不承担由酒店提供的食物或饮料消费产生的索赔而导致的任何损失, 责任, 费用或损害。

**Minimum Revenue:** This Agreement will generate revenue for Hotel from a variety of sources, including guest rooms and charges for ancillary services. The minimum revenue anticipated by Hotel under this Agreement is:

**最低营业额:** 根据本协议, 酒店的收入来源于不同消费, 包括客房和辅助服务费用。根据本协议, 酒店预期的最低营业额为:

Minimum Guest Room Revenue (# of room nights in Room Block x average Rate): 最低客房收入 (保留房总房夜X平均房价):	CNY 11,000
Estimated Other Revenue: 预计的其它收入:	CNY 0
<b>Total Minimum Revenue:</b> <b>最低总营业额:</b>	<b>CNY 11,000</b>

If Customer does not fulfill all of its commitments or cancels this Agreement, Customer agrees that Hotel will suffer damages that will be difficult to determine. The "Attrition" and "Cancellation" provisions below provide for liquidated damages agreed upon by the parties as a reasonable estimate of Hotel's losses and do not constitute a penalty of any kind.

若客户未能履行其全部承诺或取消本协议, 酒店所遭受的损失难以确定。因此如下关于“损耗”和“取消”条款约定了双方所同意的赔偿金额, 该赔偿金额系双方基于对酒店损失的合理估算而得出, 不构成任何意义上的处罚。



**Cancellation:** Group agrees that the total charges for the Guest Rooms and other related contracted hotel services is estimated at CNY11,000 ("Hotel Charges").

**取消:** 客户同意客房和其它相关的协议酒店服务的总费用预计为人民币11,000元 ("酒店费用")。

If Group cancels this Agreement, Group will provide written notice to Hotel, accompanied (except in the case of a Force Majeure) by payment of the Cancellation Charges amounts indicated below:

如果客户取消本协议, 客户应向酒店提供书面通知, 并按下述情况支付金额 (除不可抗力外):

Number of days prior to the scheduled Event Date 计划的活动日期前天数	Cancellation Charges 取消费
[7] days or less prior to scheduled Event Date 计划的活动日期前[7]天或少于[7]天	-90% of Hotel Charges 90%酒店费用

The parties agree that the amounts included in this Cancellation clause are reasonable estimates of the losses that would be incurred by Hotel and factor in Hotel's ability to mitigate its losses through resale.

协议双方同意本取消条款中的金额是对酒店可能产生损失的合理估价及酒店能够通过重售减少损失的因素

**Payment Options:** Payment will be made as indicated below. Meanwhile, the Payment Options are defines as the payment method for the Customer & Individual Guest, no matter what kind of Payment Options DOES NOT exempt the payment responsibilities of the Customer/Agency/Third Party. *Please check applicable option.*

**付款选择:** 付款将按下述方式支付。该支付方式约定仅是对付款方式如何操作的约定, 无论何种支付方式均不免除客户/代理公司/第三方对本协议项下消费承担付款的责任。请勾选使用的选项,

	Customer Pays 客户支付	Guest Pays 客人支付
Guest rooms (including taxes and automatic or mandatory charges): 客房 (包括税费和自动或强制收费):	Yes 是	Yes 是 (部分)
Incidental charges: 其它费用:		Yes 是

**Master Account:** Hotel will set up a "Master Account" for Customer for payment of charges under this Agreement. Customer must review all charges billed to the Master Account to ensure accurate billing.

**团体客户总帐:** 酒店将为客户设置一个"团体客户总账"用以收取本协议项下款项。客户必须核对所有费用清单以确保帐单的准确性。

**Deposits:** Group agrees that the total charges for the Guest Rooms and other related contracted hotel services is estimated at CNY11,000 ("Hotel Charges").

**押金:** 客户同意客房和其它相关的酒店签约服务的总费用预计为人民币11,000元 ("酒店费用")。

In order to confirm a booking under this Agreement, Group agrees to the following payment dates and terms:  
为确认本协议项下的预订, 客户同意以下付款日期和条款:

Deposit 押金	Scheduled Date 计划日期	Amount Due 应付金额
1st payment 第一期款	Upon signing of this Agreement 签订本协议后 (2018年4月18日前)	90% of the estimated <b>Hotel Charges</b> 预计的酒店费用的90% (共计人民币10,000元)
Final payment 尾款	Upon the Event Date (Guaranteed by the credit card upon group check in). 活动日期结束当日 (团队到店时提供信用卡担保)	Rest of the actual <b>Hotel Charges</b> 实际酒店费用的余款



**Payment:** Customer will pay the estimated amount of the Master Account as shown on the deposit schedule. Customer will advise Hotel of its expected method of payment of the Master Account at least 3 days in advance of arrival date. If Customer will pay using a credit card honored by Hotel, a valid credit card must be provided to Hotel no later than arrival date, and all Master Account charges will be charged to such credit card at departure.

**付款方式:** 客户将支付给客户总账规定的押金金额。客户将在抵店日期之前的3天内通知酒店预期的付款方式。如果客户拟使用酒店可接受的信用卡作为付款方式, 则最晚必须于抵店日期前向酒店提供有效的信用卡, 在离店时客户产生的所有费用都将通过该信用卡支付。

**Payment Information:** Account settlement on departure may be completed by either of the following options nominated by the organizer and advised to the hotel:

Cash/Credit Card/Wired Transfer

Please send deposits or payment to our bank account:

Account Name: Sheraton Grand Hangzhou Binjiang Hotel  
 Bank Account Number: 350669092618  
 Bank Name: Bank of China Star Avenue Branch  
 Bank Address: Room 101-102, #3 Star Int'l Plaza, No. 228 Jiang Nan Avenue, Binjiang, Hangzhou  
 SWIFT CODE: BKCHCNBJ910  
 Hotel Address: 1769 Jiang Hong Road, Binjiang District, Hangzhou, Zhejiang, China, 310052

**付款信息:** 请用现金或信用卡或银行转账的方式付款。以下是酒店的银行帐户信息:

人民币帐户:

户名 : 杭州海威房地产开发有限公司杭州滨江银泰喜来登大酒店分公司

帐号 : 350669092618

开户行 : 中国银行杭州星光大道支行

开户行地址: : 杭州市滨江区江南大道 228 号星光国际广场 3-101、102

SWIFT CODE : BKCHCNBJ910

酒店地址 : 中国浙江省杭州市滨江区江虹路 1769 号

**Use of Event and Function Space:** To protect the safety and security of all Hotel guests and property, Customer will obtain Hotel's advance written approval before using items in event and function space that could create noise, noxious odors or hazardous effects (e.g., loud music, smoke or fog machines, dry ice, confetti cannons, candles, or incense) and before engaging in any activities outside of the reserved function rooms (e.g., registration table). Customer will obtain any required Fire Marshall or other safety approvals, and will pay any expenses incurred by Hotel as a result of such activity, such as resetting smoke or fire alarms or unusual cleanup costs.

**活动和多功能场地的使用:** 为了保证酒店客人和酒店财产的安全, 在未提前获得酒店书面同意的情况下, 客户不应在活动和多功能场地中使用会制造噪音, 有毒气体或具有危险性质的项目(如嘈杂的音乐, 烟雾机, 干冰, 彩条炮, 蜡烛或香薰), 也不应在预订的多功能厅以外的地方(如注册登记台)进行任何活动。客户应获得所有必要的消防其它安全许可, 并向酒店支付因这些活动而产生的所有费用, 如重置烟雾探测器或消防报警器的费用或特别清洁费用。

According to the "Hangzhou No-smoking Regulations in Public Area", smoking is forbidden in any public area of the hotel.

根据《杭州市公共场所控制吸烟条例》, 酒店所有公共场所内严禁吸烟。

**Security:** Hotel does not provide security in the event and function space and all personal property left in the event or function space is at the sole risk of the owner. Customer will advise its attendees that they are responsible for safekeeping of their personal property. Hotel may reasonably require Customer to retain security personnel in order to safeguard guests or property in Hotel. Security personnel are not authorized to carry firearms without advance Hotel approval.

**保安:** 酒店无责任为活动和多功能场地提供保安, 留在活动或多功能场地的所有个人财物完全由其所有权人承担风险。客户应提醒参加活动的人员有责任安全保管好个人财物。酒店可合理要求客户聘用保安人员来保护客人或财物的安全。保安人员未经酒店批准不得携带武器。

PS-15 PP



**Ancillary Services:** Hotel may provide, or contract with third parties to provide, ancillary services (e.g., A/V, drayage, florists, and exhibitors) to Customer for additional charges. Except with respect to certain services (e.g., rigging services), Customer may use its own vendors for such services provided that Customer's proposed vendors meet minimum standards established by Hotel, including insurance and indemnification requirements. With respect to audiovisual services, Customer will inform Hotel of its decision to bring its own vendor at least 3 days prior to arrival date, and will sign, and have its audiovisual vendor sign, an acknowledgement of Hotel's Audiovisual Service Standards at least 3 days prior to arrival date.

**辅助性服务:** 在客户支付额外费用的前提下, 酒店可向客户提供或通过第三方向客户提供辅助性服务(如视听系统, 运货, 花工, 承展商)。如果客户推荐的供应商能够满足酒店设定的最低标准(包括保险和赔偿要求), 客户也可使用自己的供应商。如果客户决定由其自己的供应商来提供视听服务, 则客户应至少在抵店日期前3天通知酒店该决定, 并且至少应在抵店日期前3天与该供应商一同签订酒店的视听服务标准确认书。

**Shipping and Storage:** Hotel does not have storage space for crates, pallets or large shipments. Any materials to be sent to Hotel may arrive no earlier than 3 days prior to 2018-Apr-19. A handling and storage fee of CNY 5000 up per day per function space (47 square meters, upon hotel availability) will be assessed, if banquet function space required. Hotel will not be responsible for any loss or damage to materials set to Hotel prior to 2018- Apr-19.

**运输和存储:** 酒店不设有集装箱或出货量大的存储空间。发送到酒店的任何材料不可早于2018年04月19日前3天。如需预订宴会场地, 每个场地(47平方米, 视酒店预订情况而定)的手续费和存储费为人民币5000元/天起。在2018年04月19日前到达的材料, 酒店不承担任何损失或损害。

**Disclosure:** Customer will be responsible for determining to whom it needs to disclose any terms of this Agreement, including any commission or rebate that it may receive. Customer will disclose to all Customer attendees the type and amount of all automatic and mandatory charges that will be charged to them by Hotel.

**公开信息:** 客户有责任决定需要向谁公开本协议的条款, 包括任何可能收取的佣金或返现/返利。客户应向所有成员公开酒店将向他们收取的所有自主的和强制的款目和金额。

**Laws and Policies:** Each party will comply with all applicable P.R.C, province and local laws and Hotel rules and policies. Customer will be responsible for providing its disabled members with auxiliary aids in connection with any Customer events or activities. Upon Customer's reasonable request, Hotel will cooperate with Customer to provide services on behalf of Customer's disabled attendees.

**法律与规章制度:** 协议各方应遵守中华人民共和国, 省和地方的法律和酒店的规章制度。客户应负责为残疾成员提供与客户活动相关的辅助设施。在客户合理的要求下, 酒店将尽其所能配合客户为残疾成员提供服务。

**Privacy:** Customer will obtain all necessary rights and permissions prior to providing any personally identifiable information ("PII") to Hotel, including all rights and permissions required for Hotel, Marriott International, Inc. ("Marriott"), Marriott affiliates, and service providers to use and transfer the PII to locations both within and outside the point of collection (including the United States) in accordance with Marriott's privacy statement and applicable law.

**隐私:** 在向酒店提供所有个人信息("PII")前, 客户应获得所有必要的权力和许可, 包括因本酒店, 万豪国际集团("万豪"), 万豪之关联公司和服务供应方依照万豪的隐私声明和适用的法律在PII收集地国内或国外(包括但不限于美国)使用和转移该等信息所需的权力和许可。

**Confidential Information:** Customer and Hotel will each take reasonable steps to keep all confidential information provided by the other party confidential and to identify information as confidential when shared. Confidential information will not include: (1) information that is publicly available; (2) PII, which will be handled by the parties in accordance with the "Privacy" provision above; or (3) information that is left or discarded in event rooms, public space or guest rooms.

**保密信息:** 客户和酒店应采取一切措施对于一方所提供的保密信息予以保密, 并在与他方分享该等信息是注明其为保密信息。保密信息不包括: (1) 可公开获得的信息; (2) PII, 根据上述"隐私"条款予以处理; 或 (3) 留在或丢弃在活动场所, 公共场所或客房的信息。

**Insurance:** Each party will maintain insurance sufficient to cover any claims or liabilities which may reasonably arise out of or relate to its obligations under this Agreement and will provide evidence of such insurance upon request.

**保险:** 一方应为其在本协议项下的义务所可能合理产生的或与之有关的索赔或责任维持足够的保险投保额, 并在另一方要求时向另一方提供该保险的证据。



**Indemnification:** Each party will indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims resulting from its breach of this Agreement or the negligence, gross negligence or intentional misconduct of such party or its officers, directors, employees, agents, contractors, members, or participants. Neither party will be liable for punitive damages. If the event sponsor engages a third party to assist in the decoration of the event venue and other related arrangements, the event sponsor shall be solely liable for any damage or loss to the Hotel assets or any personal injuries to or property damages to event guests, other Hotel guests and Hotel employees caused by such third party at the Hotel. The event sponsor shall further defend, indemnify and hold harmless the Hotel, Hotel management company, Hotel owner, Marriott International, Inc., and their respective affiliates and employees from and against any and all damages, losses and costs incurred by the Hotel, Hotel management company, Hotel owner, Marriott International, Inc., and their respective affiliates and employees which arise from claims for or out of any personal injuries or property damage to event guests, other Hotel guests and Hotel employees caused by such third party at the Hotel.

**赔偿:** 一方应赔偿对方由该方违约或该方或其管理人员、董事、雇员、代理、承包商、成员或参予方的疏忽、过失或故意而导致的实际或潜在损失, 从导致给对方造成的责任, 费用或损害赔偿, 并使对方免受损害。任一方都无需承担惩罚性赔偿责任。如果活动主办人委托第三方协助安排活动场地装饰布置以及进行其他相关安排, 则对于该第三方在酒店内对酒店财产、活动宾客以及酒店内其他宾客和酒店工作人员及其财产造成的任何损失, 均由活动主办人负责承担。如果因为该第三方在酒店内对活动宾客、酒店内其他宾客和酒店工作人员及其财产造成的任何损失而导致第三方向酒店、酒店管理公司、酒店业主、万豪国际集团及其关联公司以及其各自雇员提起索赔、使其蒙受损害、损失和费用, 活动主办人须对酒店、酒店管理公司、酒店业主、万豪国际集团及其关联公司以及其各自雇员蒙受的上述损害、损失和费用做出赔偿、为其辩护并使其免受任何损害。

**Dispute Resolution:** The parties will resolve any claim or dispute arising out of or relating to this Agreement through binding arbitration before one arbitrator. The law of the People's Republic of China will be the governing law. The arbitration will be administered by Zhejiang Chapter of the China International Economic and Trade Arbitration Commission ("CIETAC") in accordance with the arbitration rules of CIETAC with all proceedings conducted in Chinese, with concurrent English translation. In any arbitration or litigation arising out of or relating to this Agreement or the enforcement of any arbitration award, the prevailing party will recover attorneys' fees and costs including expert witness and arbitration fees and pre- and post-judgment interest. Each party will be responsible for attorneys' fees and interest associated with the other party's efforts to collect monies owed under this Agreement. Notwithstanding anything to the contrary, the parties shall have the right to seek any interim, provisional or conservatory measures, such as preliminary injunctive relief and temporary restraining orders, in any court of competent jurisdiction.

**争议的解决:** 由本协议产生或与本协议相关的争议, 应提交仲裁由独任仲裁员予以解决。中华人民共和国法律为管辖法律, 应由中国国际经济贸易仲裁委员会("CIETAC")浙江分会依照CIETAC仲裁规则进行仲裁, 所有程序应使用中文进行, 并同时翻译为英文。在因本协议或执行仲裁裁决产生或与本协议或与执行仲裁裁决有关的任何仲裁或诉讼, 胜诉一方的律师费和其他支出, 包括专家作证费用和仲裁费以及判决前后的利息应由败诉方负担。任何一方应承担另一方为追讨其在本协议项下应付而未付费用所发生的律师费和利息。即使本协议另有相反约定, 各方应有权向任何具有管辖权之法院寻求临时的, 暂时的或防护性的措施, 如禁令救济及临时限制令。

**Force Majeure:** If acts of God or government authorities, natural disasters, or other emergencies beyond a party's reasonable control make it illegal or impossible for such party to perform its obligations under this Agreement, such party may terminate this Agreement upon written notice to the other party without liability.

**不可抗力因素:** 如果因天灾, 政府当局行为, 自然灾害或其它超出一方合理控制的紧急情况而导致一方无法履行其在本协议项下的条款, 该方可在书面通知另一方后终止本协议, 而不需为此承担任何责任。

**Emergency Plan:** Hotel has an emergency and crisis management plan that addresses how to prepare for and react to events such as fires, communicable disease outbreaks, terrorist incidents, natural disasters and other extraordinary situations. This plan is based in large part upon Marriott's proprietary corporate-level plan, which was prepared with the assistance of outside consultants, and is regularly reviewed and adapted to address this Hotel's particular circumstances. Customer may view the table of contents of Hotel's plan at Hotel premises, but may not copy or keep any part of the plan in order to protect Hotel's proprietary information.

**应急预案:** 酒店拥有应急和危机管理计划以解决如何准备和应对紧急情况, 如火灾, 传染病疫情, 恐怖事件, 自然灾害和其他特殊情况。此预案为万豪独有的企业级计划, 并在外部顾问的协助下, 编制并定期审查和调整。此预案适用于酒店的特定环境。客户可以查看酒店在酒店内的计划表的内容, 但为保护酒店的专有信息, 不得复制或保持任何计划的一部分。

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**Notice:** Any notice required or permitted by the terms of this Agreement must be in writing.  
**通知:** 本协议条款要求或许可的任何通知必须以书面形式提交。

**Assignment:** Customer may not assign or delegate its rights or duties under this Agreement without Hotel's prior approval.

**转让:** 在未经酒店事先批准的情况下, 客户不得将其在协议项下的权利或义务转让。

**Severability:** If any provision of this Agreement is held to be invalid or unenforceable that provision will be eliminated or limited to the minimum extent possible, and the remainder of the Agreement will have full force and effect.

**条款的可分割性:** 如果本协议中的任何条款无效或无法执行, 该条款将被删除或将其作用限制在最小范围内, 协议的其余部分应完全有效。

**Waiver:** If either party agrees to waive its right to enforce any term of this Agreement, it does not waive its right to enforce any other terms of this Agreement.

**弃权:** 一方同意放弃强制执行本协议中的任何条款, 不意味其对本协议中任何其它的条款的放弃。

**Booking Status:** No accommodation rooms or function space have been reserved on your behalf. Hotel will reserve the accommodation rooms and function space subject to the contract. The contract will effective after stamp back by 18Apr2018.

**预订状态:** 贵方尚未预订任何客房, 客房的预定以合同为准, 合同于2018年4月18日前盖章回传有效。

This Agreement constitutes the entire agreement between the parties, supersedes all other written and oral agreements between the parties concerning its subject matter, and may not be amended except by a writing signed by Hotel and Customer.

本协议构成了双方的完整协议, 取代协议双方之间本协议项下事宜达成的所有其它书面或口头协议, 未经双方书面签收, 本协议不得修改。

**Counterparts:** This Agreement may be executed in one or more counterparts, each of which will constitute an original and all of which taken together will constitute one and the same Agreement. The parties may sign facsimile copies of this Agreement which will each be deemed originals.

**副本:** 本协议可以签署一式多份, 每一份副本都应视为本协议之原件; 该等副本一起仍构成同一份文件, 不应区别对待。各方可以签署传真副本, 且该等部分亦应视为本协议之原件。



**Translation:** This Agreement was originally written in the English language. If this Agreement is translated into a language other than English, the Chinese language version shall be the official version.

**翻译:**本协议以英文起草。若本协议被翻译成除英文以外的其他语言, 本协议的条款均应根据中文版本为准。

**ACCEPTED AND AGREED TO:**

**同意并接受本协议:**

Sheraton Grand Hangzhou Binjiang Hotel Branch of Hangzhou Hiwell Real Estate Investment Co., Ltd., a branch set up for the purpose of operating Sheraton Grand Hangzhou Binjiang Hotel by of Hangzhou Hiwell Real Estate Investment Co., Ltd.

杭州海威房地产开发有限公司杭州滨江银泰喜来登大酒店分公司,即杭州滨江银泰喜来登大酒店所有者杭州海威房地产开发有限公司为经营杭州滨江银泰喜来登大酒店而设立的分支机构。

China Comfort Travel Co., Ltd  
康辉集团北京国际会议展览有限公司

By

签字人: \_\_\_\_\_

Name/名字: Grace Wu 吴晓艺

Position/职位: Sales Manager 销售经理

Date/日期: \_\_\_\_\_

By

签字人: \_\_\_\_\_

Name/名字: Lan Zhong 仲岚

Position/职位: \_\_\_\_\_

Date/日期: \_\_\_\_\_

By

签字人: \_\_\_\_\_

Name/名字: Sherry Zhu 朱乔华

Position/职位: Director of Sales 销售总监

Date/日期: \_\_\_\_\_

By

签字人: \_\_\_\_\_

Name/名字: Jason Ge 葛云翔

Position/职位: Asst. Director of Sales & Marketing  
助理市场销售总监

Date/日期: \_\_\_\_\_

\_\_\_\_\_