

20 Oct 2021
2021 年 10 月 20 日



Dear Ms. Cao
尊敬的曹园女士:

Warmest greetings from Sheraton Guangzhou Hotel!
来自广州粤海喜来登酒店的问候!

We are delighted to learn that the Sheraton Guangzhou Hotel will have the opportunity to host your Group from 27-31 Oct 2021.
我们非常荣幸的获悉贵公司于 2021 年 10 月 27-31 日 的团队活动选择粤海喜来登酒店, 感谢贵公司的支持与信任。

Please find attached the Hotel Agreement for your signature. Upon receipt of the signed agreement, we will confirm the accommodation outlined in the document on a definite basis. Please contact me if you have any questions regarding the agreement.
我们已按照贵公司此次会议要求及会议细则制定此合作协议书, 真诚希望协议中各项安排能够达到贵公司的期望。此协议书一式两份, 经合作双方签字认可后即刻生效, 合作双方各持一份。

Please find enclosed our letter of agreement and we would be delighted to receive the duplicate copy of the Agreement with authorized signature and stamped, on or before 25 Oct 2021. 敬请贵公司于 2021 年 10 月 25 日 之前将此协议书签署后回复我们, 以便我们为此次会议做出及时安排。如于指定日期内未得到贵公司的正式确认或者任何回复, 酒店将保留对此次会议所预留的客房及场地另行安排的权利。

If you have any inquire, please do not hesitate to contact us at Tel 86 20 6668 8888 ask for sales department. Thank you very much for your kind support and cooperation. We look forward to working closely with you to inspire your customer, turn your big date into a most successful and memorable one.

如有任何疑问, 欢迎致电 86 20 6668 8888 转销售部与我们联系。非常感谢您及贵公司的支持与合作, 我们热忱期盼并欢迎您及您的客人莅临粤海喜来登酒店, 预祝此次活动圆满成功。

Yours sincerely
顺颂商祺!

A handwritten signature in black ink, appearing to read 'Della'.

Della Chen
陈洁雯
Director of Sales-MICE
销售总监-会议团队销售
Sheraton Guangzhou Hotel
粤海喜来登酒店
T 86 20 6668 8888-6213 M 86 136 0271 2539 F 86 20 6682 2509
sheraton.com | 在微博上为我们点赞 | 在微信上关注我们
sheraton.com|like us on Weibo |follow us on WeChat



SHERATON

Guangzhou Hotel

粤海喜来登酒店

Agreement between GDH TEEM (HOLDINGS) LIMITED HOTEL BRANCH and COMFORT INTERNATIONAL M.I.C.E SERVICE CO., LTD..

广东粤海天河城（集团）股份有限公司酒店分公司 与 康辉集团北京国际会议展览有限公司之间的协议

Ms. Cao

曹园女士

COMFORT INTERNATIONAL M.I.C.E SERVICE CO., LTD

康辉集团北京国际会议展览有限公司

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Della Chen

陈洁雯

Sheraton Guangzhou Hotel

粤海喜来登酒店

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天河区

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Phone: 86 20 6668 8888

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Cellphone: 86 136 0271 2539

手机: 86 136 0271 2539

Email: della.chen@Sheraton.com

RE: COMFORT INTERNATIONAL M.I.C.E SERVICE CO., LTD Meeting Group

关于: 康辉集团北京国际会议展览有限公司会议团队

This Agreement between COMFORT INTERNATIONAL M.I.C.E SERVICE CO., LTD.. ("Customer") and GDH TEEM (HOLDINGS) LIMITED HOTEL BRANCH trading as Sheraton Guangzhou Hotel ("Hotel") is effective as of the date of seal of both parties ("Agreement Date").

本协议由康辉集团北京国际会议展览有限公司（“客户”）与从事广州粤海喜来登酒店（“酒店”）业务之广东粤海天河城（集团）股份有限公司酒店分公司

订立，并自双方盖章之日起生效（“协议日期”）。

活动日期: 2021年10月27-31日

Event Dates: 27-31 Oct 2021

Guest Rooms: This Agreement applies to the following block of guest rooms (the "Room Block"):

客房: 本协议适用于下述预留的客房（“预留客房”）：

Room Type 房型	Your Group Rate 团队优惠价 (CNY/room/night) (人民币/房/晚)	10月27日	10月28日	10月29日	10月30日	10月31日
Deluxe King Room 豪华大床房	700	/	15间	15间	2间	退房
Deluxe Twin Room 豪华双床房	700	2间	20间	20间	5间	
Estimated Room Nights 每日预留房间数量	/	2间	35间	35间	7间	
Minimum Room Nights 最低保证房间数量	/	/	30间	30间	5间	

*Your Group Rate is inclusive of 10% service charge and 6% VAT.
以上团队优惠价已包含 10%服务费和 6%增值税。

Total Guest Room Night Commitment: Customer's total guest room night commitment is 65.
客房总房晚数承诺: 客户的客房总房晚数承诺为 65。

Cut-off Date: The "cut-off date" for reserving rooms in the Room Block is 5:00 p.m. local time at Hotel on 26 Oct 2021. 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”，截止时间为酒店所在地 2021 年 10 月 26 日当日下午 5 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。未在截止时间前成功预定预留客房并不减少客户承诺的客房总房晚数，亦不影响下述“预定罚金”或“取消”条款的规定。

Rates are quoted in CNY.
房价以人民币报价。

Commission: Rates are non-commissionable.
佣金: 房价不含佣金。

Breakfast: Your Group Rate is inclusive of one breakfast for Deluxe King room, two breakfasts for Deluxe Twin room
早餐: 以上团队优惠价豪华大床房包含一份早餐/房/晚，豪华双床房包含两份早餐/房/晚。

Cancellation/No Show/Early Departure 预定后取消/没有抵店/提前离店:

Any Cancellation or no show or early departure of the reservation after the cut-off date, Hotel will charge the whole stay room rate as penalty.
任何在合同的截止日期之后取消房间、预定未抵店的房间、或者提前离店，酒店将收取整个预定的房价作为罚金。

CHECK IN/OUT TIME 入住/退房时间:

Our official check in time is 15:00 and check out time is 12:00 noon on the day of departure. All early check-in or late check-out requirement depends on the Hotel room availability. If check out after 18:00, hotel will charge another one night room charge.
酒店入住登记时间为三点（可视当日房态及团队需求提前到两点），退房时间为中午十二点。如客人需要提前入住/延迟退房，酒店将根据当天房态做出相应安排。

NO ROOM TRANSFER BY GUEST 客人不得转让客房:

Account agrees that neither Account nor attendees of the Event nor any intermediary shall be permitted to assign any rights or obligations under this Agreement, or to resell or otherwise transfer to persons not associated with Account reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Agreement.
客户同意，无论是客户，还是活动出席者或任何中间人，均不被允许转让本协议项下的任何权利或义务，或向与客户无关的人员转售或以其他方式转让根据本协议进行的关于客房、会议室或任何其他设施的预订。

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 do not include value added tax ("VAT") or other applicable taxes. Customer shall be responsible for VAT and other taxes applicable to fees, charges or other sums 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.

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, 均不包括增值税或其他适用税费。客户应自行承担根据本协议的约定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增值税和其他税费。

ALL ROOM BENEFITS 住店客人将享有以下特别优惠:

- Experience Sheraton Sweet Sleeper Bed. 甜梦之床;
- In-house Internet access. 使用客房内的宽带网络;
- Experience Sheraton signature service of Link @Sheraton. 享用随心联动@喜来登, 体验在微软;
- Sheraton Fitness & Swimming Pool. 使用喜来登健康中心及游泳池;
- In-room safe with internal power plug to accommodate a laptop. 使用客房内保险箱;
- Guest room's coffee & tea. 享用客房内咖啡与茶。

SHERATON CLUB FLOOR GUESTS/SUITES GUESTS/MARRIOTT BONVOY PLATINUM MEMBER BENEFITS:

喜来登俱乐部楼层客人/套房客人/万豪旅享家白金会籍特别优惠:

- Sheraton Club 喜来登俱乐部;
- Personalized Check in and Check out. 个性化办理入住/退房手续;
- Buffet breakfast. 自助早餐供应;
- Full-day soft drinks. 全天软饮供应;
- Daily 'Happy Hour'(Time:17:30-19:30) 每日“欢乐时光”;
- One-hour use of the meeting room per stay in Club Floor (subject to availability, maximum 8 persons).
- 每次入住使用俱乐部会议室一小时(根据会议室实际使用情况而定);
- Pressing of one suit upon arrival. 入住当日烫衣一件;
- Late check-out till 4:00pm (subject to room availability). 延迟退房到下午4点(视客房情况而定)。

Minimum Revenue: This Agreement will generate revenue for Hotel from a variety of sources, including guest rooms, food & beverage, and charges for ancillary services. The minimum revenue anticipated by Hotel under this Agreement (including taxes and other charges) is:

最低消费: 酒店根据本协议所得的收入来源于各种不同消费, 包括客房, 餐饮和辅助服务收费。根据本协议, 酒店预期的最低消费(包括税费和其它收费)为:

Minimum Guest Room Revenue 65*700	¥ 45,500
最低客房消费(预留客房的房晚数X平均房价):	
Total Minimum Revenue:	¥ 45,500
最低消费总额:	

Customer will pay the minimum revenue in the event of the minimum revenue does not meet.
客户需要支付最低消费如果活动未能达到最低消费要求。

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

取消: 如果客户取消本协议, 则该客户应向酒店提供书面通知, 并按下述规定向酒店支付相应款项(包括所有适用税费)(除不可抗力外):

From 3 days or less prior to 27 Oct 2021:	80% of Total Minimum Revenue = ¥ 36,400
从 2021 年 10 月 27 日前 3 天及以内:	最低消费总额的 80% = 36,400 元 人民币

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.

协议双方同意该取消条款中包含的金额为已考虑到酒店通过再销售以减轻其损失因素后而酒店仍将产生的合理的损失。

Payment Options: Payment will be made as indicated below. Please check applicable option.

付款选择: 付款将按下述方式支付。请勾选适用的选项。

Guest rooms (including applicable taxes and automatic or mandatory charges): 客房 (包括适用的税费和自动或强制性收费):	<input checked="" type="checkbox"/> Customer 客户	<input type="checkbox"/> Guests 客人
Event Food & Beverage (including applicable taxes, service charges, and administrative charges): 活动餐饮 (包括适用的税费, 服务费和行政费用):	<input checked="" type="checkbox"/> Customer 客户	<input type="checkbox"/> Guests 客人
Incidental charges (including applicable taxes, service charges, and administrative charges): 其它费用: 活动餐饮 (包括适用的税费, 服务费和行政费用):	<input checked="" type="checkbox"/> Customer 客户	<input type="checkbox"/> Guests 客人

Deposit Schedule 预定金或押金支付安排:

Upon signing this agreement, the Hotel will require an advance non-refundable and non-transferable deposit to guarantee this event in the form of bank draft or via telegraphic transfer to Hotel bank account and according to the schedule set below:

此团队合同一经签订, 双方需遵守相应付款条例, 贵公司需按照以下日期及金额支付相关费用。预定金或者押金可以留待酒店冲抵消费, 但不予退还。

Last Decision Day 截止日期	Payment Date 付款日期	Amount 金额 (CNY 人民币)
2021 年 10 月 25 日	2021 年 10 月 25 日或之前	公司支付活动总消费的 80%, 即人民币 36,400 元
	2021 年 10 月 31 日退房	退房当日结清。
Estimated Total 预计总消费	人民币 45,500 元 净价	

*The prices in the agreement are the most favourable, extra discount or benefits would not be applicable.

本协议已经是最优惠价格, 不额外享用其他优惠。

Hotel Account Information 酒店帐户信息:

Account Name 户名	Sheraton Guangzhou Hotel 广东粤海天河城 (集团) 股份有限公司酒店分公司
A/C 账号	44058901040009367
Bank Name 开户行	Agricultural Bank of China, Guangzhou Zhujiang Sub-Branch 中国农业银行股份有限公司广州分行
Bank Address 银行地址	2F B Block, Zhuguang xincheng International Centre No.3 Qingyi ST Machang Rd, Tianhe Dist. Guangzhou, PR China 广州市天河区珠江东路 425 号
SWIFT CODE	ABOCCNBJ190

Award of Benefits: Certain benefits awarded through the MARRIOT BONVOY, including Points and eligible nights (collectively, "Benefits"), are available for business contracted through the sales and catering departments of participating Marriott hotels. Account acknowledges that such Benefits have been offered in connection with this Agreement, and Account consents to the awarding of Benefits to the individual(s) listed below (each a "Customer Recipient"). Once Account has departed Hotel's facilities and full payment is received by Hotel, Benefits will be awarded to the Customer Recipients in accordance with the MARRIOT BONVOY terms and conditions.

奖励优惠: 万豪旅享家奖励的某些优惠, 包括积分和合格住宿天数 (合称 "优惠"), 可用于通过参与活动的酒店的销售和餐饮部门签约的业务。客户确认该等优惠的提供与本协议相关, 并且客户同意将优惠授予下面列出的个人 (均为 "客户接受者")。一旦客户离开酒店的设施并且酒店收到全额付款, 将依照万豪旅享家的条款和条件积分。

Event Organizer 会议组织者姓名	Membership Number 会员编号
/	/

John

Each Customer Recipient will earn (a) an amount of Points based on (i) his or her status in MARRIOT BONVOY and (ii) the total amount of eligible event charges that are paid for the Event ("Event Charges") divided by the number of Customer Recipients and (b) an amount of eligible nights based on the total number of guest rooms paid for under this Agreement ("Paid Rooms") divided by the number of Customer Recipients, in each case, subject to the MARRIOT BONVOY T&Cs.

每位客户接受者将赢得(a)一定数量的 Points 积分, 根据 (i) 其在万豪旅享家的状况和 (ii) 为活动支付的符合条件的活动费用 ("活动费用") 的总额除以客户接受者的数量进行计算, 和 (b) 一定数量的合格住宿天数, 根据依照本协议支付的客房总数 ("付费客房") 除以客户接受者的数量进行计算, 每种情况下均受积分条款和条件的约束。

Limitations on Award of Benefits: Except for any attendees of the Event that pay for their own guest room, no individual other than a Customer Recipient will be eligible to earn any Benefits for Event Charges or Paid Rooms. Account and Hotel must execute a written amendment to this Agreement to change any Customer Recipient. Account acknowledges that each Customer Recipient must be a member of MARRIOT BONVOY in good standing, must be employed by Account at the time the Benefits are awarded, and must be eligible to receive the Benefits under applicable laws, gift policies and incentive policies. Only two Customer Recipients may receive Benefits. Any Benefits may be cancelled if (x) it is determined that any Customer Recipient was not authorized by Account to receive, incorrectly received, or was ineligible to receive, the Benefits, (y) Hotel is no longer participating in MARRIOT BONVOY for any reason at the time of the Event or (z) MARRIOT BONVOY, or any applicable Benefit, is modified, cancelled or discontinued for any reason. Benefits are not available in certain circumstances, including: (1) to any government employee or official booking a government event (U.S. government event or non-U.S. government event); (2) to any employee of a state-owned or state-controlled entity with 25% or more state-controlled shares ("SOE") booking an event on behalf of the SOE; or (3) to any other planner or intermediary when booking an event on behalf of a non-U.S. governmental entity and 25% or more state-controlled shares or SOE. Account represents and warrants that Account is not a governmental entity or SOE, and acknowledges that Benefits will not be issued in the event this representation is not true and correct.

对奖励优惠的限制:除了支付其自己客房费用的活动出席者外, 非客户接受者的任何个人均无资格赢得关于活动费用或付费客房的任何优惠。客户和酒店必须对本协议进行书面修改来变更任何客户接受者。客户承认每位客户接受者必须是信誉良好的万豪旅享家会员, 必须在奖励优惠之时受客户的雇用, 并且必须根据适用法律、礼品政策和奖励政策有资格获得优惠。只有两位客户接受者可得到优惠。如果 (x) 确定任何客户接受者未被客户授权收取、错误收取或没有资格收取优惠, (y) 酒店在活动之时因任何原因不再参加万豪旅享家或 (z) 万豪旅享家或任何适用的优惠因任何原因被修改、取消或中止, 则任何优惠可被取消。优惠在某些情况下不适用, 包括: (1) 对预订政府活动 (美国政府活动或非美国政府活动) 的任何政府雇员或官方预订; (2) 对代表国有企业预定活动的国有或国家控股占比 25% 或以上的企业 ("国有企业") 的任何员工; 或者 (3) 对代表非美国政府实体或国家控股占比 25% 或以上的企业预定活动的任何其他规划人员或中介机构。

Security 保安: 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.

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他们个人的财物。酒店可合理要求客户聘用保安人员来保护酒店内客人或财物的安全。保安人员未经酒店批准不得携带武器。

Ancillary Services 辅助性服务: Hotel may provide, or contract with third parties to provide, ancillary services (e.g., A/V, drayage, florists, exhibitors) to Customer for additional charges. 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 30 days prior to event, and will sign, and have its audiovisual vendor sign, an acknowledgement of Hotel's Audiovisual Service Standards at least 15 days prior to event.

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, 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来提供这些服务。对于视听服务, 如果客户决定由其自己的供应商来提供, 则客户应至少在活动前 30 天通知酒店该决定, 并且至少应在活动前 15 天与该供应商一同签订酒店的视听服务标准确认书。

Relocation 重新安置: 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.

如果酒店无法为任何预定提供客房, 酒店可以: (1) 提供合理附近的同等级酒店的客房, 首个房晚免费; (2) 为其提供每天一次往返酒店与客户被另行安置的替代酒店之间的地面交通服务; (3) 提供一个五分钟的电话及为转发被另行安置的客户的电话留言及邮件的必要安排; (4) 一旦有可用客房, 即安排被另行安置的客户返回酒店入住; (5) 在客户返回酒店入住 (如届时有可用客房) 时为其客房免费升级并由总经理表示欢迎; (6) 将客户被另行安置的任何房晚都记入预定客房的房晚。

PRIVACY 隐私

The Hotel is managed by an affiliate of Marriott. The Hotel is committed to complying with its obligations under applicable privacy and data protection laws, including, to the extent applicable, EU data protection laws. The Hotel shall comply with the then-current Marriott Group Global Privacy Statement (the "Privacy Statement," currently available at <http://www.marriott.com/about/privacy.mi>) with respect to any personal data received under this Agreement.

Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration. Notwithstanding any other provision, Hotel may use an individual's own personal data to the extent directed by, consented to or requested by such individual. Account will obtain all necessary rights and permissions prior to providing any personal data to Hotel (for example rooming lists containing names and contact details of attendees), including all rights and permissions required for the Hotel, Marriott, service providers and their respective affiliates to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Marriott's privacy statement and applicable law.

酒店由万豪的一家关联公司管理。酒店致力于遵守适用的隐私和数据保护法规所规定的义务,在适用的情况下,包括欧盟数据保护法。对于根据本协议收到的任何个人数据,酒店应遵守届时的万豪集团全球隐私声明(“隐私声明”,目前可在<http://www.marriott.com/about/privacy.mi>获得)。

在不限制上述义务的情况下,酒店已采取措施旨在:(1)将酒店收集和使用其个人数据的情况通知个人(包括通过隐私声明);(2)仅将该等个人数据用于合法商业用途;(3)提供个人请求审查、纠正、更新、压制、限制或删除或移植其个人数据的符合适用法律的手段;(4)要求共享个人数据的任何服务提供商保护该等数据的机密性和安全性;和(5)使用技术和组织措施以保护组织内的个人数据免遭未经授权的或非法的访问、获取、使用、披露、丢失或更改。尽管有任何其他规定,酒店可在个人指示、同意或要求的情况下使用该个人自己的个人数据。在向酒店提供任何个人数据(例如包含出席者姓名和联系方式的客房清单)之前,客户应获得所有必要的权利和许可,包括酒店、万豪、服务提供商及其各自关联公司依照万豪的隐私声明和适用法律使用和将个人数据转移到收集点内外的地点(包括美国境内)所需的所有权利和许可。

RIGHTS OF THIRD PARTIES 第三方权利

The parties agree that, except for Marriott International, Inc. and its affiliates, a person who is not a party to this Agreement shall not have any rights to enforce any term of this Agreement.

双方同意,除万豪国际集团及其关联公司外,非本协议一方的任何人均无任何权利强制执行本协议的任何条款。

PERFORMANCE LICENSES 表演许可

Account will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including without limitation, music, audio, or video recordings, art, etc.) that Account may use or request to be used at the Hotel.

客户将独自负责获得任何必要的许可或允许以表演、广播、传输或展示客户可能在酒店使用或被要求使用的任何拥有版权的作品(包括但不限于音乐、音频、录像、艺术等)

Insurance 保险: 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.

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,并在另一方要求时提供该保险的证据。

Indemnification 赔偿: Each party will indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual 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.

一方应赔偿另一方因该一方之违约或该一方或其管理人员,董事,雇员,代理,承包商,成员或参予方的疏忽,过失或故意而引致的实际损失而给另一方造成的责任,费用或损害赔偿,并使另一方免受损害。任一方都无需承担惩罚性赔偿责任。

Dispute Resolution 争议解决: This Agreement shall be governed by and construed in accordance with the laws of the People's Republic of China, without regard to any conflict of law principles. The parties hereby agree to submit any disputes arising out of or relating to this Agreement that cannot be resolved mutually through good faith negotiations to arbitration. The arbitration shall be held in Beijing, China with the seat of arbitration being Beijing, China. The arbitration will be administered by the China International Economic and Trade Arbitration Commission under its then-current commercial arbitration rules by one arbitrator appointed in accordance with the said rules, with all proceedings conducted in Chinese. 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 or protective relief and temporary restraining orders, in any court of competent jurisdiction.



本协议受中华人民共和国法律管辖并按照中华人民共和国法律解释,但排除适用任何法律冲突规则。双方特此同意,任何因本协议而起或与之有关的争议,如双方不能通过友好协商解决,都应当提交仲裁。仲裁应在中国北京进行,仲裁地为中国北京。仲裁由中国国际经济贸易仲裁委员会按照申请仲裁时其届时有效的仲裁规则进行,并根据该等仲裁规则任命独任仲裁员进行仲裁,仲裁语言为中文。任何因本协议而起或与之有关的仲裁或诉讼或执行任何仲裁裁决所产生的费用,包括律师费、专家证人费、仲裁费、先予执行和履行裁决的费用,由败诉方承担。一方应承担另一方因催讨本协议项下其欠费所产生的律师费及相关费用。即使另有相反约定,双方应有权在任何拥有管辖权的法院寻求临时性或保护性措施,例如预先禁令救济和临时限制令。

Force Majeur 不可抗力: If acts of God or government authorities, natural disasters, epidemic situation, 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, and the hotel will refund all the outstanding amounts received

如果因天灾,政府当局行为,自然灾害,疫情或其它超出一方合理控制的紧急情况原因而导致一方将对其在本协议项下的义务之履行构成违法或不可能,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,酒店将退还已收取的所有未发生款项。

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,客户不得转让其在协议项下的权利或义务。

Severability 条款的可分割性:

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.

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 弃权: 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.

一方同意放弃强制执行本协议中的任何条款,并不构成其对本协议中任何其它的条款的放弃。

Counterparts 副本: 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.

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,且该等副本亦应视为本协议之原件。

Translation 翻译: This Agreement was originally written in the Chinese language. If this Agreement is translated into a language other than Chinese, the Chinese language version shall be the official version, unless specifically prohibited by law, and the interpretation of the provisions of this Agreement in the Chinese language shall govern for all purposes in the event of any inconsistencies arising from the translation.

本协议以中文起草。若本协议被翻译成除中文以外的其他语言,除非法律特别禁止,中文文本应为正式版本。如翻译版本与中文版本有任何出入,本协议的条款均应根据中文版本之目的进行解释。

Booking Status 预订状态: All accommodation rooms and function space have been reserved on Customer's behalf. To confirm the accommodation rooms and function space, please reply to Hotel in writing by 25 Oct 2021.

酒店已代表客户预订了所有客房和多功能场地。如需确认客房和活动场地,请以书面形式于 2021 年 10 月 25 日回复酒店。

Marriott International, Inc. (NASDAQ: MAR) is based in Bethesda, Maryland, USA, and encompasses a portfolio of more than 6,100 properties in 30 leading hotel brands spanning 124 countries and territories. Marriott operates and franchises hotels and licenses vacation ownership resorts all around the world. The company also operates award-winning loyalty programs: MARRIOTT BONVOY. For more information, please visit our website at www.marriott.com, and for the latest company news, visit www.marriottnewscenter.com. In addition, connect with us on Facebook and @MarriottIntl on Twitter and Instagram.

关于万豪国际集团

万豪国际(纳斯达克股票代码:MAR)集团总部总部位于美国马里兰州贝塞斯达,在 124 多个国家和地区拥有超过 6,100 家酒店,包括直接经营酒店、特许经营酒店和授权分时度假酒店,并拥有 30 个领先的酒店品牌。万豪国际还运营屡获殊荣的客户忠诚计划:万豪旅享家(MARRIOTT BONVOY)。垂询更多信息,请访问官网www.marriott.com。如需随时掌握万豪国际最新动态,可访问网上新闻中心www.marriottnewscenter.com,或在社交媒体上关注@MarriottIntl。

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,取代协议双方之间就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。

COMFORT INTERNATIONAL M.I.C.E SERVICE CO., LTD Meeting Group 康辉集团北京国际会议展览有限公司会议团队
2021/10/27-31 2021年10月27-31日

ACCEPTED AND AGREED TO:同意并接受:

COMFORT INTERNATIONAL M.I.C.E SERVICE CO., LTD
康辉集团北京国际会议展览有限公司

By
签字人

Date
日期:



Sheraton Guangzhou Hotel
广东粤海天河城(集团)股份有限公司酒店分公司



Renee Wang 王晓敏
Director of Sales & Marketing
市场销售总监

Date 日期 21 OCT 2021

James Greig 詹瑞格
General Manager 总经理

Date 日期

Devin