

**CONFERENCE AND EVENT AGREEMENT**

会议与活动协议

This Conference and Event Agreement ("Event Agreement") 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（“活动协议”）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。

<b>Client Name</b> 客户名称：康辉集团北京国际会议展览有限公司 ("You" or "you" or "your" or "Client") ( "贵方" 或 "客户" )		<b>Hotel Name</b> 酒店名称：沈阳世茂新纪元置业有限公司 世茂希尔顿酒店管理分公司 (collectively, "Hotel" or "we" or "our" or "us") (以下合称 "酒店" 或 "我方" )	
<b>Address:</b> 客户地址：	北京市朝阳区农展馆南路 13 号瑞辰 国际中心 15 层 1510 室	<b>Hotel Address:</b> 酒店地址：	沈阳市和平区青年大街 374 号
<b>Client Contact Name:</b> 客户联系人姓名：	黄倩	<b>Hotel Contact Name:</b> 酒店联系人姓名：	刘佳丽
<b>Title:</b> 职务：	经理	<b>Title:</b> 职务：	销售部副总监
<b>E-mail address:</b> 电邮地址：	huangqian@cct.cn	<b>E-mail address:</b> 电邮地址：	Iris.liu@hilton.com
<b>Phone:</b> 电话：	177 1839 5126	<b>Phone:</b> 电话：	138 8923 3342
<b>Event Agreement</b> <b>Issue Date:</b> 活动协议发出日：	2018 年 8 月 13 日	<b>Agreement Number:</b> 协议编号：	
<b>Event Dates:</b> 活动时间：		<b>Name of Event ( "Event" ):</b> 活动名称 ( "活动" )：	
<b>Arrival Date:</b> 入住日：	2018 年 8 月 19 日	<b>Post to Reader Board As:</b> 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：

No.374 Qing Nian Street, Heping District, Shenyang, P.R. China 110004  
 Tel: +86 24 2271 8888 Fax: +86 24 2271 3588 Website: hiltonshenyang.com  
 中国沈阳市和平区青年大街 374 号 邮编：110004

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**Room Block Booking Details:**

**预留区预订信息:**

BEDROOMS and RATES				
客房和房价				
MONTH/DAY/YEAR	ROOM TYPE	NUMBER OF ROOMS	RATE	DAILY TOTAL ROOM NIGHTS
年/月/日	房型	房间数量	房价	每日客房入住总数
2018 年 8 月 19 日	高级大床房	15 间	650 元	15 间
2018 年 8 月 20 日	高级大床房	15 间	650 元	15 间
2018 年 8 月 21 日	高级大床房	15 间	650 元	15 间
2018 年 8 月 22 日	高级大床房	4 间	650 元	4 间

The above bedroom rates are inclusive of 1 Buffet Breakfast.

以上客房房价含 1 份自助早餐。

All the consumption in the room is closed.

房间内所有消费全部关闭

**Breakdown of Total Revenue**

*Handwritten signature/initials*



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	人民币: 31,850.00 元
Total Anticipated Revenue, inclusive national and local taxes 预期总花费, 含全国税和地方税	人民币: 31,850.00 元

Performance Damages

履约赔偿金

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 90 days or more prior to the Arrival Date. If the reductions result in more than a 80% reduction in the Total Anticipated Revenue for the Event, then we reserve the right to cancel the Event without further liability to either party.

贵方可以在入住日前 90 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。如果该等数量减少导致本活动的预期总花费减少[80]%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 89 days to 45 days prior to Arrival Date, then you will be assessed a liquidated damages fee equal to 50% of the total anticipated revenue of the reductions.

此外, 如果在入住日前 89 天到 45 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%的违约赔偿金。

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 44 days or less prior to Arrival Date, then you will be assessed a liquidated damages fee equal to 100% of the total anticipated revenue of the reductions.

此外, 如果在入住日前 44 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%的违约赔偿金。

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。

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All adjustments in Room Block will result in a proportionate adjustment in assigned meeting room/function space, unless agreed otherwise by us.

除非我方另行同意，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列出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，则上述摘要表中列出的每一项适用的最低保证花费应当相应地予以减少。

#### **Payment Breakdown**

##### **付款明细**

An initial deposit 80% payment RMB 25480 must be paid no later than 1 days (13/8/2018) ; before the commencement of the activity, and the remaining consumption shall be paid off within on day the end of the activity.

首期押金交付即人民币 25,480 元，必须不晚于贵方收到正式签署的本活动协议后 1 天内（即：2018 年 08 月 13）支付，其余消费需活动结束后当天结清所有消费。

#### **Bank Details**

##### **账户信息**

The deposit must be received in the form of cash, telegraphic transfer or bank wire. The bank account details are as follows:

押金可以以现金、电汇或银行转账方式支付，酒店具体银行账户资料如下：

Account Name:

CNY Account Number:

Swift Code:

Bank Name:

Hotel Address:

账户名称: 沈阳世茂新纪元置业有限公司世茂希尔顿酒店管理分公司

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人民币账号: 21050100410100000371

海外联行号:

开户银行: 中国建设银行股份有限公司沈阳天龙支行

酒店地址: 辽宁省沈阳市和平区青年大街 374 号五层 024-22718888

In order for us to trace for receipt of funds, please fax a copy of the telegraphic transfer remittance/requisition slip directly to my attention for our records.

为确保酒店方及时收到此笔账款, 请将汇款凭证传真至酒店。

### Special Reminder

#### 特别提醒

Please keep your personal belongings safe.

请贵宾妥善保管好随身携带的物品。Hilton Shenyang is only responsible for managing the usage of onsite space and facilities and is not responsible for guests' financial loss.

酒店只负责使用场地的管理, 对于贵宾的财务损坏、失窃不负保管义务。In the event that the articles deposited are not collected within 7 days, the Hotel reserves the right to dispose of the remaining articles.

所有存放在酒店物品需在 24 小时内取回。酒店保留在会议结束 7 天后对所存放的物品进行处理的权力。

### Setup & Hotel Facilities

#### 搭建及酒店设施

Hilton Shenyang reserves the right to approve all signage and decorations within its banquet and meeting areas. All signs/decoration items must be professionally printed/arranged and must match with existing decor and color theme of the facilities. Signs are not permitted on guest room levels, elevators, main lobby or other public areas of the Hotel, nor on the exterior of the building without prior approval from the Hotel.

沈阳世茂希尔顿酒店保留在宴会区域内的所有指示牌以及装饰的批准权。所有的指示牌/装饰必须经专业印刷/制作, 与酒店的风格和颜色等相协调。在酒店的客房楼层, 电梯间, 大堂主要出入口或酒店外部均不允许摆放任何指示牌。

All displays or exhibits, if any, must be in line with the Tianjin fire ordinance rules. Hilton Shenyang will not permit the affixing of anything to the walls, floors, or ceilings with nails, staples, or tape of any kind unless approval is given by the Hotel in writing. If this is done without authorization and any damage occurs, the cost of reparation and/or replacement shall be invoiced to the client/contractor as well as any consequent impact that this damage may impact the business of Hilton Shenyang.

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所有的展览都必须遵守天津的消防法规。沈阳世茂希尔顿酒店不允许在墙体或地面上粘贴任何饰物，或在天花板钉钉子，以及其他任何类似的饰物，除非得到酒店书面的认可。任何未经授权而造成的损失，一切维修/更换费用将作为此次活动经费的一部分由组织者负责。

Any outside contractors appointed to assist the Company with function arrangements, decoration, beverage supply, Audio-Visual equipment or any other kind of support, should adhere to the Hotel's 'Guidelines for Outside Contractors'. A copy of this document may be forwarded on confirmation of the selected contractor.

任何场地布置必须在得到酒店批准及签订安全协议书后方可进行。

The client shall be responsible for the orderly conduct of the function and shall ensure that nothing shall be done which will constitute a breach of the law or in any way cause a nuisance. In particular, the client shall ensure that no illegal betting or gambling will take place in the Hotel premises.

所有客人必须保证在沈阳世茂希尔顿酒店进行的各项活动符合各项法律规定，不损害他人利益。需特别说明的是任何客人不允许进行任何赌博活动。

#### **Damage & Compensated**

##### **损坏及赔偿**

Should there be any damage made to the property of Hotel during your event by your organizing team or your delegates/guests, we will charge the Company for any reasonable repair / replacement costs.

活动期间，由于贵公司与参会者或贵公司所邀请的客户原因对酒店的设施造成损坏，酒店将合理收取维修的成本费/更换的费用。

#### **IMPOSSIBILITY**

##### **不可抗力**

Neither party shall be responsible for failure to perform this agreement if circumstances beyond their reasonable control (including, but not limited to, acts of God, governmental authority, declared war in the country in which the Hotel is located, or terrorist attacks in the city in which the Hotel is located) make it illegal or impossible for us to hold the Event. The affected party may terminate this agreement without liability upon providing written notice to the other party within ten (10) days of any such occurrence.

如果由于超出一方合理控制的情形（包括但不限于自然力、政府行为、酒店所在国发生正式宣告的战争或酒店所在城市发生恐怖袭击）造成我方举办活动成为非法或我方无法举办活动，任何一方均无须对因此未能履行本协议负责。受影响的一方在任何该等事件发生起十（10）日内向另一方发出书面通知即可终止本协议而无须承担责任。

If the Event is properly cancelled by you due to a valid impossibility occurrence as described above, then upon your written request, we agree to refund to you all prepaid deposits or advance payments paid by you to us without penalty, less any expenses we have incurred in preparation for the Event.

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如果贵方因上述履行不能事件的有效成立而适当地取消了活动，则经贵方书面要求，我方同意在不收取罚金并扣除我方为准备活动已经产生的任何费用的前提下，返还贵方向我方支付的所有预付押金和预付款。

**NOTE**

**注意事项:**

Any changes must be advised Hotel as soon as possible so that Hotel may reserve the appropriate space and services. Any function space and service requirements, other than those outlined above, shall be subject to space availability.

如以上所列出活动有任何变更或增加，贵公司须在第一时间与酒店联系，酒店将视场地可用性而做出相应安排。

The function space specified above is reserved only for the time(s) indicated. If Company subsequently requests the use of the function space for any time beyond the hours set forth above, such request shall be subject to the approval of Hotel and may be subject to additional fees at Hotel's established charges.

请注意以上活动所设定的时间，任何超出以上时段的使用要求均须得到酒店的确认并可能产生费用。

The Hotel reserves the right to sell function rooms that have not been reserved with a contract.

没有预定的会议/宴会场地将供其他客人使用。

Without the Hotel allows, your organizing team or your delegates/guests shall not bring food, ingredient and beverage

未经酒店允许客人在宴会期间不得擅自携带食品、配料及酒水。

The Hotel allows your organizing team and your delegates/guests bring beverage for this event.

此次活动中，酒店允许客人在宴会期间携带酒水。

**Entire Agreement:**

**完整协议:**

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.

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

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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:**

**适用语言:**

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

本活动协议、标准条款和条件本协议以英文和中文书就。本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：康辉集团北京国际会议展览有限公司

**Hotel Name**

酒店名称：沈阳世茂新纪元置业有限公司

世茂希尔顿酒店管理分公司

姓名：

职位：

日期：



姓名：刘佳丽

职位：销售部副总监

日期：2018年08月13日



姓名：李彬彬

职位：销售总监

日期：