

# 合同书

## Agreement

甲方: 康辉集团北京国际会议展览有限公司  
Party A: Comfort International M.I.C.E. Service Co., Ltd.  
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  
Address: Rm. 1510, Ruichen Int'l Center, No. 13 Nongzhanlu South Rd., Chaoyang District, Beijing  
电话: +86- 138 1008 6995  
Tel: +86- 138 1008 6995  
传真: NIL  
Fax: NIL

乙方: 仁恒酒店管理(成都)有限公司  
Party B: Yanlord Hotel Management (Chengdu) Company Limited  
地址: 成都市锦江区指挥街 111 号  
Address: 111 Zhihui Street Jinjiang District Chengdu Sichuan Province  
电话: 86-28-8516 6999  
Tel: 86-28-8516 6999  
传真: 86-28-8665 9667  
Fax: 86-28-8665 9667

甲乙双方经友好协商, 双方就甲方于 2024/11/12-2024/11/15 在乙方成都仁恒格蓝柏薇酒店公寓安排活动的相关事宜, 达成如下协议:

After mutual discussion between two parties Sichuan China International Travel Service Co. LTD (hereinafter referred to as the "Company") has selected Grand ParcVue Hotel Residence Chengdu (hereinafter referred to as the "Residence") as the venue for the upcoming event November 13, 2024-November 15, 2024. to be held among and two parties have reached the following agreement:

此合同为此次活动主合同, 若此次会议有部分细节调整, 更改部分以补充合同为准。

Amendments to this agreement shall be effective and binding only if signed in writing by both parties. In the event of any amendments, the rest of this agreement (to the extent not amended by agreement between the parties) shall remain valid and effective.

房间安排 Room Arrangement

| 到店日期<br>Arr. Date  | 离店日期<br>Dep. Date                       | 房型<br>Room Type                       | 房间数量<br>Rooms | 房间保底<br>Guaranteed | 优惠价<br>Price in RMB    | 备注<br>Remark |
|--|---|---------------------------------------|---------------|--------------------|------------------------|--------------|
| 11月12日<br>(星期二)<br>Nov,12<br>(Tuesday)                     | 11月14日<br>(星期四)<br>Nov.14<br>(Thursday) | 双床公寓<br>2 Twin<br>Deluxe<br>Residence | 2             | 2                  | 人民币 600 元/间<br>RMB 600 | 双早<br>2 BBF  |
| 11月13日<br>(星期三)<br>Nov,13<br>(Wednesday)                   | 11月14日<br>(星期四)<br>Nov.14<br>(Thursday) | 双床公寓<br>2 Twin<br>Deluxe<br>Residence | 2             | 2                  | 人民币 600 元/间<br>RMB 600 | 双早<br>2 BBF  |
| 11月13日<br>(星期三)<br>Nov,13<br>(Wednesday)                   | 11月14日<br>(星期四)<br>Nov.14<br>(Thursday) | 双床公寓<br>2 Twin<br>Deluxe<br>Residence | 1             | 1                  | 人民币 600 元/间<br>RMB 600 | 单早<br>1 BBF  |
| 11月13日<br>(星期三)<br>Nov,13<br>(Wednesday)                   | 11月15日<br>(星期五)<br>Nov.15<br>(Friday)   | 大床公寓<br>1 King<br>Deluxe<br>Residence | 1             | 1                  | 人民币 600 元/间<br>RMB 600 | 单早<br>1 BBF  |
| 房间预计消费 Room Projected Consumption: 5,400.00 元 RMB 5,400.00 |   |                                       |               |                    |                        |              |

- 上述团队用房在 2024 年 11 月 8 日与乙方最终确认以后取消，甲方将被要求一定的取消赔偿金。取消赔偿金的金额不超过该次活动预计总费用；上述场地仅限于上述时间内使用，如有超出部分乙方将依据场地实际预定情况提供相应场地并另行收取费用。The Company shall pay Residence cancellation charges upon any cancellation occurs for above meeting or catering arrangements after signing of this agreement (November 8, 2024), and the cancellation charges shall not exceed the total amount of the particular meeting or catering. The above venues are available and for the time period mentioned above, any additional requirements requested by the company shall be in accordance to hotel availability and additional charges will apply based on amendments to this agreement.
- 任何设施设备，装饰装备不可阻挡乙方消防通道及消防设施。The Company shall ensure that any set-up of pops and backdrops placed by the Company, or appointed contractors is in compliance with safety and fire regulations prescribed by local authorities. Residence will not be held responsible for any adverse consequences arising from non-compliance.
- 任何情况下，乙方大堂正中位置将不容许任何立牌或背景板摆放。Under no circumstances will the Company be allowed to put signage, decoration etc. in the middle of Residence lobby.

#### 取消及推迟活动准则 Guidelines on Cancellation and Deferred Activities

若此次活动或其部分在以下所示日期期限取消或推迟举办，则乙方将按照以下所示收取费用：If the event or part thereof is cancelled or postponed on the date indicated below, Party B will charge the following fee:

| 提出取消/推迟日期 Cancelled/Delayed Date        | 乙方收取费用 Fees charged by Party B        |
|---|---------------------------------------|
| 合同签署当日 Date contract signed             | 相当于 40% 的此次预计活动总费用 40% of Total Fee   |
| 离此次活动 10 天内 Within 10 days of the event | 相当于 80% 的此次预计活动总费用 80% of Total Fee   |
| 离此次活动 5 天内 Within 5 days of the event   | 相当于 100% 的此次预计活动总费用 100% of Total Fee |

#### 总消费 Total Amount

根据此协议所涉及活动安排。In respect of the arrangements stated in this agreement

客房保底消费 **Rooms charge guaranteed fee:** 人民币 5,400.00 元 RMB5,400.00 (人民币伍仟肆佰元整 Five Thousand Four Hundred Yuan Only)

保底总消费 **Guaranteed total fee:** 人民币 5,400.00 元 RMB5,400.00 (人民币伍仟肆佰元整 Five Thousand Four Hundred Yuan Only)

此金额仅为合同涉及金额，此次会议总消费按甲方在保底数基础上产生的实际消费为准。This amount is only the amount involved in the contract. The total consumption of the meeting shall be based on the actual consumption generated by Party A on the basis of the guaranteed amount.

### 定金及付款方式 Deposit And Payment Method

乙方要求甲方于 2024 年 11 月 8 日 之前支付人民币 5,400.00 元 预付担保金（人民币伍仟肆佰元整）于 100% 的所有甲方活动保底总费用，若以上担保定金及预付款未能于上述日期内支付，乙方将保留随时取消或重新售出所有预留客房及活动场地之权利。若甲方未能在合同约定时间内支付余款，乙方将按每天万分之五的复利率收取滞纳金。

甲方须于签合同的同时确认本次活动的付款方式，以便乙方提前安排。甲方总账户的结算可通过现金或转账的方式。信用卡付款方式仅适用于事先与乙方作过安排的情况下。

Party B requires Party A to pay an advance guarantee fund of RMB 5,400.00 (RMB Five Thousand Four Hundred Yuan Only) before November 8, 2024, which is equivalent to 100% of the total guarantee fee for all activities of Party A. Party B reserves the right to cancel or resell all reserved rooms and venues at any time if the guarantee deposit and advance payment are not paid within the above date. If Party A fails to pay the balance within the time agreed herein, Party B shall charge a late fee at the compound interest rate of 5% per day. Party A shall confirm the payment method of this activity when signing the contract, so that Party B can arrange it in advance. Party A's total account may be settled by cash or transfer. Payment by credit card is only applicable if prior arrangement is made with Party B.

### 付款方式 – 主办方总账户 Payment Method - Organizer's Main Account

乙方将于团队入住当日为甲方建立一个甲方总账户，请务必最晚于签署合同的同时确认以下甲方总账户付账方式。所有将被转入甲方总账户的消费，如房费、杂费及宴会费用等。

A master account (the "Master Account") will be established for the company upon check in. The company shall confirm the payment method while sign the letter of agreement. All the related expenses of the company catering, like rooms, other related expenses will be transferred to the Master Account.

所有转入甲方总账户的费用必须由甲方提供有签单权的人员签字认可。所有甲方总账户中的费用将于团队离店当日予以全额付清。如用信用卡支付，需在活动开始之前在前台出示有效信用卡作为此总账户的费用担保。请预先告知酒店结算主办方总账户的付款方式。

All the billing transferred in the Master Account shall be signed by the assigned person authorized by the Company. All the expenses in the Master Account shall be settled upon check out. If credit card is applied to guarantee, credit card information shall be presented to the front desk before the group arrival. Please inform the Residence about the payment method of the Master Account.

甲方将承担所有在酒店内举行的团队用餐、活动及其他安排之费用；甲方于离店后 15 天内结清（即 2024 年 11 月 29 日）予以结清。Party A shall bear all expenses for team meals, activities and other arrangements held in the hotel; The settlement shall be made within 15 days after Party A's departure (i.e., November 29, 2024).

甲方若需开具增值税专用发票请提供以下资料：

- 地址, 电话号码
- Address, Phone NO.
- 纳税人识别号
- Taxpayer Identification Number
- 开户银行及账号
- Bank and Account Number

乙方指定银行账户资料如下 Bank and Account Information of Party B:

|                     |  |
|---------------------|--|
| 开户名称:               | 仁恒酒店管理(成都)有限公司   |
| 人民币账号:              | 4402204019100134680  |
| 开户银行:               | 中国工商银行股份有限公司成都滨江支行   |
| 地址:                 | 四川省成都市滨江西路12号  |
| 联行号:                | 102651020408   |
| Swift Code:         | ICBKCNBJSCN  |
| Account Name:       | YANLORD HOTEL MANAGEMENT (CHENGDU) CO. LTD.                                  |
| Account Number:     | 4402204019100134680  |
| Bank Name:          | INDUSTRIAL AND COMMERCIAL BANK OF CHINA, SICHUAN BRANCH, BINJIANG SUB-BRANCH |
| The Bank's Address: | NO.12 BINJIANG WEST RD., CHENGDU, CHINA                                      |
| Bank Lines:         | 102651020408   |
| Swift Code:         | ICBKCNBJSCN  |

甲方总账户的结算可通过现金或转账的方式。信用卡付款方式必须先到前合作预授权手续。

The settlement of Party A's total account may be by cash or transfer. Credit card payment must be done at the front desk for pre-authorization.

**意愿遵从 Willingness To Comply**

如果在约定的时间内未收到定金或应付款项，乙方有权将所有团队预订在预先通知的情况下予以取消。预订只在收到订金及乙方客房，场地供应允许的情况下方可恢复。

If the deposit or advance payments are not received by the date indicated, the reservation for the company may be subject to cancellation with prior notice by Party B. Reinstatement of the reservation can only be made upon receipt of payment and subject to the availability of guest rooms and function space.

**损坏赔偿 Compensation For Damages**

乙方将要求甲方之搭建方于活动开始前与乙方签署一份活动安全协议书。

如果此份安全协议书未能于指定时间内签署并回传，乙方将保留拒绝甲方雇佣之承包商进入乙方的权力。

若由于甲方或甲方雇佣之工程人员在活动期间所造成的乙方物品，设施的损坏，乙方将向甲方收取因此发生的维修费用。若是由于甲方的客人造成乙方物品损坏，应由甲方承担责任。

Party B will require Party A's construction partner to sign an activity safety agreement with Party B before the event begins.

If this safety agreement is not signed and returned within the specified time, Party B reserves the right to refuse the contractor employed by Party A to enter Party B.

If Party B's articles and facilities are damaged by Party A or the engineering personnel employed by Party A during the activities, Party B will charge Party A the maintenance expenses incurred as a result. If Party B's articles are damaged due to Party A's guests, Party A shall bear the responsibility.

**Grand ParcVue Hotel Residence Chengdu**

成都仁恒格蓝柏芮酒店公寓

A: No.111 Zhihui Street, Jinjiang District, Sichuan, PRC 610016 中国四川省成都市锦江区指挥街 111 号, 邮编 610016

T: (86) 28 8516 6999 E: [reservation@parcvuegroup.com](mailto:reservation@parcvuegroup.com) W: [parkavenuegroup.cn](http://parkavenuegroup.cn)

#### 物品摆放及储存条款 Item Placement And Storage Terms

- 1 甲方和第三方会务公司应该监督所有物件的摆放/存放。所有物件的摆放/存放将由甲方及第三方会务公司承担责任，乙方将不对任何活动资料、展架、纪念品、设备、贵重物品或现金储存承担责任。
- 2 如果物件未于此次活动结束日后五天内被认领，乙方将有权利以适当方式处理此物件而不承担任何责任。
- 3 由于物件存放所造成对乙方或任何第三方的物品或设施损坏，将由物主承担所有赔偿责任。

1. The Company and the third-party company should supervise the placement/storage of all items. The third-party company and the company shall be responsible for the placement/storage of all items. And the Residence shall not be liable for any loss or damage suffered by the company in respect of such equipment/display items/valuables during the course of the event (including the transportation of the same to and from the venue), unless such loss or damage is a result of the Residence's negligence or default.
2. If the lost shall not be claimed within 5 days after event completed, Residence reserves the right to address the lost and shall not be responsible for any consequences.
3. The Company shall be liable to any damages of Residence or any third party incurred by storage.

#### 保安服务 Security Services

乙方只提供基本保安服务，如定时巡视，控制人流，车流等一般常规服务。

如甲方需要专人保安服务，乙方在能力范围内会尽力配合。

甲方亦可雇用保安公司作保安工作，但需依照乙方保安部之要求并遵守乙方规则。

Residence shall provide basic security services to Residence public areas in terms of public facilities, traffic control within Residence premises. The Company may hire hotel security upon request with additional payment and shall follow security rules set by Residence.

#### 音响设备 Acoustic Equipment

甲方必须最少于活动开始日期前 5 天书面通知乙方任何专业或大型音响及视听设备的使用情况。乙方有权在活动预演或活动当日拒绝或阻止任何预计可能会影响其他活动举行的音响设备产生的声音。

Party A must notify Party B in writing of the use of any professional or large audio and visual equipment no less than 5 days before the start date of the event. Party B has the right to refuse or prevent any sound produced by audio equipment which might affect the holding of other activities on the preview or day of the event.

#### 会务统筹部 Meetings Coordination Department – 乙方具有专业的宴会及会议统筹部门。

此份合同一经签署，乙方将有指定的会务销售人员与您联系各项活动事宜直至活动顺利举办。

Party B has professional banquet and conference co-ordination department.

Once this contract is signed, Party B will have designated sales person to contact you for all activities until the event is held smoothly.

#### 场地预留 Space Block

乙方已根据此份合同所列为承办方预留客房及场地。乙方将要求甲方于 2024 年 11 月 8 日星期五之内签署，盖章并回传此份合同以此担保所有客房及场地之预订。如超出此日期乙方未能取得甲方之确认回传，乙方有权取消此次预订。恢复预订将视乎乙方客房及场地供应情况而再行拟定。

The Residence has placed a tentative hold on the block of guest rooms and events space as outlined in this agreement. To allow the Residence to confirm the function space and arrangement on a definite basis, we would appreciate if you could append your approval on every page and return this via fax or mail together with the deposit required to indicate your confirmation by Friday, November 8, 2024. Should we not hear from you by then, the Residence shall release all the arrangement accordingly.

#### 责任免除 Exclusion of Liability

乙方因不可抗力原因直接或间接导致的活动不能正常举行不承担任何责任，如：战争、政府行为、国家政变、罢工、宗教活动、传染病疫情防控等或是任何超出乙方可控制范围的情况。如果由于以上因素导致活动不能正常举行，乙方将退还全部的团队预付款。甲方在宴会期间请提醒客人限制参加宴会客人饮酒量，切勿饮酒过度，如因饮酒过度而发生的相关情况，酒店方概不负责，所有后果由甲方和饮酒者本人自行承担。

Specified herein if such failure is directly or indirectly occasioned by, emergent public health events, through or in consequence of war, change of status of the China Government, strikes, riots, religious activities, Prevention and control of infectious diseases or conditions beyond the control of the Residence. In the event of non-performance due to the above reasons, the Residence shall refund advance payments received.

#### 责任承担 Liability

由于乙方的过失所导致此次活动无法举行，则乙方对甲方的赔偿额将相当于而不超过此次活动的总费用（上述责任免除条款除外）。

If the Residence is unable to perform its obligations under this agreement as a result of the Residence's own fault or negligence, the maximum liability of the Residence shall not exceed the total amounts payable under this agreement.

#### 免责条款 Exception Clause

乙方对下列情况不承担任何法律责任：

因甲方或甲方客人的侵权行为导致他人财物及人身受到损害；因甲方客人或甲方客人监管的儿童的侵权行为导致自身或他人财物及人身受到损害；因甲方或甲方客人的违法及犯罪行为，导致自身、他人财物或人身受到损害；在乙方的经营场所内，甲方应妥善保管自己随身携带的财物，因未尽到妥善保管义务而导致的损失；因甲方自带的食品酒水引起的卫生安全问题，导致甲方及甲方客人身体受到损害；因甲方或甲方客人自身身体原因导致其身体受到损害或伤亡；甲方在乙方的经营场所内，自行搭建相关设施造成自身或他人人身损害及财物损坏；因甲方或甲方客人其他方面的原因导致自身或他人人身损害及财产损失；因甲方或甲方客人未经乙方同意擅自与员工口头达成的相关服务内容无法履行；乙方已尽到提醒注意义务或已采取相应适当救急义务。

Residence will not be responsible for below:

Damages and losses resulting from the Company or the Company's guests, health injury and loss of personal belongings resulting from the behaviour of guests, health injury and loss due to the Company or the company's guests non-compliance with laws, the Company or the Company's guests should take care of personal belongings, injury and health issue due to food and beverage brought by the company, death or injury resulting from personal health condition of guests from the company, damages and injury arising from meeting venue set up by the Company and the failure to perform oral agreements reached between the Company or the Company's guests without the consent of the Residence.

#### 遵循法律 Compliance With The Law

本协议经双方同意以乙方所在地颁布的法律为准。若在本协议范围内双方产生分歧，在诉诸于法律之前，协议双方均同意通过友好协商进行解决。协商不成的提交本合同签订地法院诉讼解决。本合同签订于成都市高新区。Shall be governed and construed in accordance with the laws of the People's Republic of China. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and resolved first by mutual discussion. Failure to reach neutral agreement, the jurisdiction falls under Chengdu High-tech Zone District Court.

· 请提供所有具有甲方总账户签单权的人员名字：签名式样：\_\_\_\_\_

Please provide the names of the authorized person with party A's total account: signature sample: \_\_\_\_\_

· 请提供所有具有甲方总账户财务负责人名字及其联系方式：\_\_\_\_\_

Please provide the names of all financial officers with party A's total account: signature sample: \_\_\_\_\_

合同生效 Execution of contract

此合同一式两份，须由甲方、乙方签字盖章确认后方可生效。

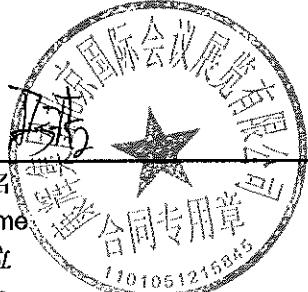
This contract is made in triplicate and shall come into force only after being signed and sealed by Party A and Party B.

本协议为中英文版本，本协议以中文为准。

This agreement is written in both English and Chinese. And the Chinese version of this agreement shall be prevailed.

康辉集团北京国际会议展览有限公司

Comfort International M.I.C.E. Service Co., Ltd.



姓名

Name

职位

Title

日期

Date

2020.11.14

仁恒酒店管理（成都）有限公司

Yanlord Hotel Management (Chengdu) Company Limited

刘信君

John Liu

销售总监

Director of Sales

日期

Date

