



## Contract 合同双方

<b>Company</b> 公司	康辉集团北京国际会议展览有限公司 91110105597678665R	<b>Company</b> 公司	重庆博颂酒店管理有限公司凯宾斯基酒店
<b>Address</b> 地址	北京市朝阳区农展馆南路13号12层1510内002	<b>Address</b> 地址	No. 2 Jiangnan Avenue, Nan'an District, Chongqing, P.R.China 中国重庆南岸区江南大道 2 号
<b>Organizer</b> 联系人	曹园 女士	<b>Organizer</b> 联系人	刘 鹏 (房间销售)
<b>Tel NO.</b> 联系电话	18810105420	<b>Tel NO.</b> 联系电话	刘 鹏: 186 9675 8255
<b>E-Mail</b> 邮箱地址		<b>E-Mail</b> 邮箱地址	Leo.liu@kempinski.com

**Subject** 27<sup>th</sup>-30<sup>rd</sup> May, 2021 Room Contract  
**主题** 2021 年 5 月 27 日--2021 年 5 月 30 日 住房合同

Dear Ms.Cao:  
 尊敬的曹女士

Thankyouverymuch for yourinterestshown in the Kempinski Hotel Chongqing. Pleasefindbelowourinitial quote according to yourrequest. It includes the basic information and rates for your bedrooms& meetings.

非常感谢您对重庆凯宾斯基酒店的关注，我们根据您的需求制定出的报价请见下表：

### Accommodation Quote

#### 房间报价

RoomType 房型	Deluxe King Room 豪华大床房	Deluxe Twin Room 豪华双床房	Total Room nights 合计房晚数
Date 日期 May. 27 <sup>th</sup> ,2021 2021 年 5 月 27 日	2	-	2
May. 28 <sup>th</sup> ,2021 2021 年 5 月 28 日	7	14	21
May. 29 <sup>th</sup> ,2021 2021 年 5 月 29 日	6	14	20
PreferredRoom Rate 优惠房价	人民币600净价/间/夜		43
Total 合计	人民币25,800 人民币贰万伍仟捌佰元整		
Note 备注	1、以上房间数为预留房晚数，具体房间数以“浮动条款”为准； 2、如无变更，以签订合同时的房间数为每晚保底数，如有变更，以变更后的房间数为每晚保底数； 3、如需增加房间、提前入住及延房，需根据酒店当时房态，按房型及价格结算；		

4、以上费用仅为房间价格，除本合同约定外，不包含客人在酒店住宿期间的其他消费。

\*The above rates are quoted in RMB and include 10% service charge and 6% VAT

以上价格为人民币报价，已包含 10% 服务费以及 6% VAT.

\*\*One daily or Two daily Buffet breakfasts for deluxeroom;

以上优惠房价房含 1-2 份自助早餐

\*For each additional breakfast, the hotel will charge RMB 100+16%

另多加 1 份早餐，酒店将收取人民币 100 元加收 16% 服务费/每位

\*The above Preferred Room Rate includes of free wifi and network line cable

以上优惠房价含客房内宽带上网及网线

### **CHECK-IN / CHECK-OUT TIMES 入住及离店**

\*Check-in time is 1400 hours on the day of arrival

入住时间为抵达日的 14: 00

\*Check-out time is 1400 hours on the day of departure

离店时间为离店当日中午 12: 00

\*Delegates who wish to occupy their Guest Room before 1200 hours must reserve the Guest Room for a night prior to the arrival date.

参与代表如需要在 12: 00 之前使用客房，须预订抵达日前一晚的客房。

\*Delegates who check out between the official Check-out time of 1200 -1800 hours will be charged of additional night under the Daily Room Rate; Check-out time after 1800 hours shall be charged for additional night under the Daily Room Rate.

参与代表如于离店当日中午 12: 00-18:00 之间退房，将被收取额外半天房费，18 点以后退房，将被收取额外一天房费。

\* No pets are allowed

禁止携带宠物进入酒店

\*The above rates and function space are extended specifically for this event and only effective upon signing back the proposal.

Should there be any changes in number of attendees, the Hotel will review the right to remain the rate and function space allocated accordingly.

以上所有订房及报价只适用于此次活动，将于此合约书签回时开始生效，若需任何变更或取消，价格另议并且将视当时出租状况而定

### **ATTRITION 预订缩减**

If the Group reduces or fails to pick up the contracted guest room block and function space, but does not cancel the entire event, the Group agrees to pay the Hotel as liquidated damages and as penalty amount based on the following provisions:

签订合同后，会议/活动发生变化，导致客房的数量的使用均有不同程度的减少，会议/活动主办方同意按下列情况支付一定数额的违约金：

Review - May 24<sup>th</sup>, 2021, 16PM

The Group may reduce its total guest room night block by 10% without penalty. The Organizer will pay 100% of the group room charges for each remaining confirmed room night cancelled in excess of 10%.

预订缩减截止日 - 2021 年 5 月 24 日下午 16:00:

酒店允许客房预订减少之幅度相当于原合同预定的 10%，酒店将不收取违约金。若减少幅度超过 10%，则主办公司应支付超出部分之费用的 100% 给酒店作为赔偿。

**Room reduce are not accepted once the minimum rooms per night confirmed, the Organizer has to pay 100% of the group room charges for each remaining confirmed room night cancelled.**

确定每晚保底数后不允许再次缩减，发生任何缩减，则主办公司应支付缩减之费用的 100% 给酒店作为赔偿。

### **PAYMENTS AND CREDIT 支付和信用**

The Organiser shall make the following payment to the Hotel according to the schedule set below:

贵公司应按下列时间表支付有关款项予本酒店：

Payment Due 付款期	Payment Amount 支付金额
Total Revenue 合计费用	人民币 25,800 人民币 贰万伍仟捌佰元整
Within 3 days upon event confirmation 合同签订后 3 天内	Hundred percent (80%) of total expected Guest Rooms, F&B Event and Function Room Rental charges inclusive of taxes and service charges. 支付相当于房间、会议/活动场地和餐饮总费用(包括服务费及政府税)的 80%。 相当于人民币 20,640 元。

Before May 30 <sup>th</sup> ,2021 2021 年 5 月 30 日前	<b>Balance of the total incurred Food and Beverage, Function Room Rental, Audio Visual and all other event related expenses inclusive of service charges.</b> 离店前结清客房、餐饮、会议/活动场地租金、影音，以及其它相关费用尾款(包括服务费)
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\*The hotel remain the right to refuse service in case paymentnotreceivedaccordame with aboveschedule.Prepaidamountwill be chargedas a penalty.

活动未开始前未收到全部款项，酒店有权利拒绝服务，则贵公司预付金作为损失赔偿金。

After the event is over and the entire payment is paid, the hotel will issue the corresponding VAT invoice to the customer.

活动结束且全部款项付清后酒店开具相应增值税发票给客户（住宿开具房费增值税专票、餐饮开具餐费增值税普票、会场开具场租增值税专票）

\* **For delayed payment, the hotel will charge 0.6 % of total contract price per day over due until paid.**

对于延迟付款，延期按天数酒店将收取合同总价款 0.6%/日的金额作为滞纳金，直至付清为止。

\*Where the Company arranges payment of the Hotel account through a third party, the Company shall remain responsible for such accounts until the Hotel has received full payment

如客人通过第三方支付酒店账单，在酒店收到全部支付款项前，酒店仍保有要求客人支付该账单的权利。

For payment transfers to the Kempinski Hotel Chongqing:

支付转移到重庆凯宾斯基酒店的账户：

Bank Name 银行名称	Da Ping Sub-branch, Chongqing Branch, HXB Bank 华夏银行大坪支行
Bank Account Name (Holder) 银行账户名字（账户持有人）	Chongqing Bosong Management Co., Ltd Kempinski Hotel Chongqing 重庆博颂酒店管理有限公司凯宾斯基酒店
Bank account number (RMB) 银行账号（人民币）	1125 1000 0005 52316

The currency used in all invoices will be in Chinese Yuan (CNY) / Renminbi (RMB)

用于发票和账单的货币种类需用人民币。

### **MASTER ACCOUNT 专用帐户**

A Master Account will be established by the Hotel for the Organiser for the billing purposes for this event. At least ten (10) business working days prior to the start of the Event, the Organiser shall notify the Hotel in writing of:

本酒店将特别为贵公司此次活动设立一个专用帐户方便直接挂帐。贵公司须于此次活动开始前 10 天以书面形式提供以下资料：

a) The list of charges that are to be billed to the Master Account

a) 需要转至上述帐户的费用明细

b) Authorized signatory/signatories to sign and approve Event Function and other charges that are to be billed to the Master Account.

b) 确认以上费用授权签字人姓名

### **INDIVIDUAL GUEST'S ACCOUNT 个人付款**

Unless otherwise advised, all Guest Rooms and incidental charges will be billed to the account of each delegate, to be established in their individual names upon registration with the Hotel which shall be settled in full by the delegate upon check-out or departure.

除非另有说明，住在本酒店的每位与会客人的房费及杂费将分别列在其名下。客人须在离店时支付一切有关费用。

### **CANCELLATION OF THE EVENT 此次活动的取消**

The Hotel has kept available for the Organiser the Guest Rooms and Function Space required for the purposes of the Event. The Organiser acknowledges that the cancellation of the Event will cause the Hotel to suffer significant financial loss. Therefore, the Organiser agrees to abide by the following Cancellation Policy:

根据此协议书的条款，本酒店已经按照贵公司的要求预留了客房及会议活动场地。贵公司承认此次活动的取消必将导致本酒店蒙受巨大的经济损失。因此，贵公司同意遵从以下取消政策：

Event Cancellation 取消此次活动截止日	
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<p>(A) On the Contract confirmation day (A) 合同签订当天</p>	<p>If in the event the Organiser issues a notice to cancel the Event (“Cancellation Notice”) and which is received by the Hotel within herein period, the Organiser agrees to pay the Hotel a cancellation fee of hundred percent (100%) of the Daily Room Rate of all Guest Rooms held under the Room Block and hundred percent (100%) of the total expected F&amp;B Event and hundred percent (100%) of Function Room Charges. 若本酒店在此段时期内收到取消此次活动的通知，则贵公司同意向本酒店支付所有预留客房房费的百分之百(100%)和百分之百(100%)餐饮、会议/活动场地 (100%) 的费用。</p>
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## **NON-ASSIGNMENT 不得转让**

The Organisers shall not assign or transfer any part of this Agreement to any party.

贵公司不得把本协议的任何部分转让或转移予任何第三方。

## **CONFIDENTIALITY 保密**

The Organizer, its directors, officers, employees and all delegates shall not disclose or permit to be disclosed the provisions of this Agreement or the substance thereof, information relating to the Daily Room Rate or any other information relating to the Hotel which is confidential. The Organisers shall be responsible for any disclosure by any of the foregoing persons.

贵公司、其董事、职员、雇员及所有代表不得披露或者允许他人披露本协议的条文或其中的实质内容、有关每日房价的数据或任何其它有关酒店而视为保密的信息。贵公司应对任何上述人士透露信息承担责任。

Hotel shall maintain the confidentiality of Confidential Information that disclosed during negotiation and performance of the Confirmation, including but not limited to the information of participants, products, personnel, financial, supplier or client list, business model, organization structure and etc., which cannot be disclosed to other third parties or be used for any other purposes other than the purposes of this Confirmation. Otherwise, Hotel shall indemnify the Herbalife against any losses which it may incur as a result of infringement of the confidentiality obligations.

酒店应妥善保管其在合同接洽、履行等过程中知晓的所有保密信息（包括但不限于：参加人员信息、公司产品、人事、财务信息、供应商名单、客户名单、产品价格、商业模式、系统架构等），不得向第三方透露或为本合同目的以外的任何其他用途使用该信息。若确有证据证明酒店有泄密行为且由司法机关或者仲裁机构就该等事项作出生效裁判，则，酒店应按生效裁决内容承担责任。

## **INDEMNITY 赔偿**

Each party hereby indemnifies and holds the other and third party planner harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action resulting from the negligence or misconduct of such party or its respective officers, directors, employees, agents, contractors, members or participants, provided such individuals are acting within the scope of their employment.

本协议任何一方在此应赔偿并保证对方或任何第三方免于由于协议方或他的授权代表、总裁、雇员、代理人、承包方、成员或参加者，在履行职务过程中的疏忽或不当的行为所导致的已实际发生或潜在的索偿或法律措施而引起的任何损失、责任、费用或损害。

## **DISPUTES 争议解决**

The parties agree that any dispute in any way arising out of or relating to this contract may be resolved by the local court in Chongqing.

本协议未尽事宜，双方协商解决。未能协商解决，提交酒店住所地有管辖权的人民法院裁决。

## **FORCE MAJEURE 不可抗力**

The performance of this Agreement by either party is subject to acts of God, war, government regulations, disaster, fire, strikes, civil disorder, or other similar cause or threat thereof beyond the abilities of the parties, making it inadvisable, illegal, or impossible to perform to the terms of the contract, hold the meeting, or provide the facility. This Agreement may be terminated or revised for any of the above reasons without liability by written notice from one party to the other within 10 working days after the occurrence of the force majeure event. The hotel refunds the customer's paid but unused fees

任何一方在履行合同中，因天灾、战争、政府条例、国内动荡局势、火灾、罢工、宗教活动，或者其他签约双方无法控制的不可抗力事件，影响合同条款正常履行及会议的举行，或致使必要的协助成为不可能时，合同可以被修改或终止，且任何一方在不可抗力事件发生后 10 个工作日提交书面通知给对方后，无须向对方承担任何责任。

## **ACCEPTANCE 接受**

The offer set out in this Agreement will be open for acceptance by the Organiser on May. 13<sup>th</sup>, 2021 after which the offer shall be invalid and the Hotel shall be entitled to cancel all arrangements made by the Hotel to date for the Event (if any) without further notice to the Organiser.

本协议中所提出的要约有效期至 2021 年 5 月 13 日止。贵公司逾期未有接受要约者，要约失效，本酒店有权取消为此次活动已作的一切安排，而无需通知贵公司。

Please indicate your acceptance by initialling all pages including the enclosed General Terms and Conditions, and signing on the execution page of both original sets of this Agreement and return one set to the Hotel. The duly executed Agreement must be received by the Hotel on or before May. 13<sup>th</sup> failing which the offer shall lapse.

贵公司若接受此协议的条款，请于正副本的每一页(包括附加条款)签名(加盖公章)确认，然后将原件交还本酒店。如本酒店未有在上述限期或之前收到正式签署的协议，本协议将告失效。

## LEGAL 法律效应

**It is the sole responsibility of the organizer to comply and obtain all legal license, government approvals prior the event, In case of cancellation due to failure to do so, the cancellation policy mentioned above applies.**

活动的组织者必须获得合法执照及政府批准，若因为获得合法执照和未获政府批准致使取消本次活动的，不属于本合同项下约定的不可抗力情形，取消政策适用于本合同项下“此次活动取消”条款。

本合同为中英双语版本，合同条款理解上产生任何争议的，均以中文版本为准。

## Notice 通知联系

Both parties confirm that the service address of the following documents of this contract, including the first instance procedure, the second instance procedure and the execution procedure after the disputes arising from the performance of this contract enter into the civil procedure, is the address stated in this contract. If one party designates another address or changes its address, it shall promptly notify the other party in writing. The party who fails to give notice shall bear the adverse legal consequences.

双方确认本合同项下文书，包括因本合同履行产生的争议进入民事诉讼程序后的一审程序、二审程序和执行程序的法律文书的送达地址为本合同载明地址。一方若指定其他地址或地址变更，须及时以书面形式通知另一方。怠于通知的一方应当承担对其不利的法律后果。

All the above has been read and understood and agreed to by the below-signed parties with authorized signature & company chop

以上内容被下列签署方详细阅读同意后，签字并盖章即生效。

<b>KEMPINSKI HOTEL CHONGQING</b> 重庆博颂酒店管理有限公司凯宾斯基酒店	<b>Organizer</b> 活动主办方
<b>Sales Manager</b> 销售经理 <b>Date:</b> 日期:	<b>Guest Name</b> 客户姓名 <b>Date:</b> 日期:
<b>Director of Sales</b> 销售总监 <b>Date:</b> 日期:	
<b>Director of sales &amp; Marketing</b> 市场营销总监 <b>Date:</b> 日期:	