

团体活动协议  
**GROUP AGREEMENT**  
(客户协议)  
(Patron Agreement)

2019 年 3 月 1 日  
1 March 2019

马洁女士  
公关活动部经理  
康辉集团北京国际会议展览有限公司  
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尊敬的马女士,  
Dear Ms. Ma,

本团体活动协议及附件构成康辉集团北京国际会议展览有限公司(“客户”)和上海二十一世纪酒店有限公司上海浦东四季酒店(“酒店”)就 2019 年 3 月 12 日至 2019 年 3 月 16 日期间进行的安排康辉旅行社海尔团队(“活动”)签订的完整协议。

This Group Event Agreement and the attached Appendices constitute the entire agreement between COMFORT INTERNATIONAL M.I.C.E. SERVICE CO LTD. (“Planner”) and Shanghai 21<sup>st</sup> Century Hotel Co., Ltd. dba Four Seasons Hotel Pudong, Shanghai (the “Hotel”) regarding arrangements for Comfort Travel Haier Group (the “Event”) to be held over the dates of March 12, 2019 to March 16, 2019.

考虑到上述各方的相互义务, 双方达成如下协议:

In consideration of the mutual obligations of the above parties, the parties agree as follows:

第一部分 - 商业条款  
**PART ONE - BUSINESS TERMS**

**第 1 条 客房需求**  
**SECTION 1 - ROOM BLOCK**

酒店同意将根据本协议的条款和条件提供下述客房, 贵公司同意负责根据本协议的条款和条件预订下述客房。  
The Hotel agrees it will provide and the Planner agrees it will be responsible for a block of guest rooms, as set out below, subject to the terms and conditions set out in this Agreement.



**(1) 客房和房价**

**Guest Room Block and Rates**

**A. 客房需求**

**Room Block**

Room Type	March 12	March 13	March 14	March 15	March 16	March 16
Pearl View Deluxe Room 豪华明珠景观房	3	3	3	2	0	Departure 离店
Pearl View Junior Suite 行政特级明珠雅居	2	2	2	2	1	
Pearl Suite 君阁套房	1	1	1	1	0	
Total (24) 总数 (24)	6	6	6	5	1	

**B. 房价**

**Room Rates**

Room Type	Group Rate
Pearl View Deluxe Room 豪华明珠景观房	CNY 2,450net
Pearl View Junior Suite 行政特级明珠雅居	CNY 3,450net
Pearl Suite 君阁套房	CNY10,000net

- a) 以上房价已包含10%服务费和6%增值税（在服务费基础上），以上豪华明珠景观房单人入住含一份早餐，双人入住含两份早餐；以上套房单人入住含一份行政待遇，双人入住含两份行政待遇。如需另加早餐则按人民币240+15%服务费（已包含相应政府税）。

The above rates quoted are inclusive of 10% service charge and 6% VAT (on top of the service charge). The above Pearl View Deluxe Room rates quoted are inclusive of one breakfast for single occupancy and two breakfasts for double occupancy per room per day in Camelia; The above Suite rates quoted are inclusive of one executive benefit for single occupancy and two executive benefits for double occupancy per room per day. Additional breakfast will be at CNY240 and is subject to 15% service charge (applicable government taxes included).

- b) 客房高速上网免费。特快上网收费为每 24 小时 120 元人民币，豪雅套房包含特快网络。

Rates offered above are inclusive of standard internet accesses with unlimited devices in all guest rooms. Premium Internet will be charged CNY120 per 24 hours, for Deluxe Suite the room has Premium Internet access.






- c) 每间房最多可以放置一张加床，加床费为人民币 380 元加收 10%服务费和 6%增值税（在服务费基础上）18 岁以下少年或者儿童与成人同住不需要收取额外费用。  
Rollaway Bed (for Adult 18 years old and above exclude Breakfast) is at CNY380 and subject to 10% service charge plus 6% VAT (on top of the service charge).
- d) 预计消费费用见附录 A。  
Estimated revenues are set out in Appendix A attached.

## (2) 佣金

### Commission

所有团体房价均不含佣金。

All Group Room Rates are non-commissionable.

## 第 2 条 预订方式

### SECTION 2 – RESERVATION METHOD

## (1) 预订

### Booking

贵公司应不迟于 **2019 年 3 月 5 日** 向酒店提交一份名单。此日之后，未预订的客房将被视为取消，酒店可以放出作一般销售。酒店将在此日后视当时的入住率而定，按**约定的门市价**继续接受预订。该预订将从损失中抵扣。名单上必须填写姓名、抵达/离开日期、吸烟喜好和具体的付款指示。名单在首次提交后的任何补充或修改，应直接向酒店的市场销售部提出。对名单的补充，或订房补充，导致房晚数量净增加的，应对预订客房和预计客房收入进行调整。

All booking shall make no later than **March 5, 2019**. After this date, any unreserved rooms will be considered canceled and may be released by the Hotel for general sale. The Hotel will continue to accept reservations after this date on a space available basis at **agreed upon Rack Rates**. Such reservations will be credited against attrition. The List must be complete with names, arrival/departure dates, smoking preferences and specific payment instructions. Any additions or revisions to the List, subsequent to its initial submission, should be made directly with the Hotel's Sales and Marketing Department. Any additions to the List or additional reservations resulting in a net increase in the number of room nights shall result in an adjustment to the Room Block and the Estimated Room Revenue.

所有客人需提供信用卡及有效期作为房费担保。如提供担保，将为晚到的客人保留客房。每次预订的担保采用预付定金的形式，酒店确认到账后将此作为第一晚房价和税费。

All guest should provide a credit card with expire date to guarantee the booking. All guest rooms will be held for late arrival, if guaranteed. A guarantee on each reservation shall be in the form of an advance deposit for the payment of the first stay's room and tax.

## (2) 入住/退房时间

### Check In/Check Out Time

入住时间为下午 3 时，酒店将根据实际入住率提前分房。退房时间为中午 12 时，除非与酒店管理层有事先安排，如果此时有任何客房未退房，将向贵公司收取逾期费用。



Check-in time is 3 p.m. Room assignments prior to this time are subject to availability. Check-out time is 12 p.m. If any room is not vacated by this time, the Planner will be charged a late charge, unless prior arrangements are made with the Hotel's management.

**第 3 条 定金**  
**SECTION 3- DEPOSIT**

贵公司必须遵循以下定金表。鉴于贵公司履行其在本协议项下的义务，押金将从最终账单金额中扣除。若出现不可抗力因素，例如：政府行为，暴动，战争，天灾，火灾，洪水等以及其他因素所引起，押金予退还。

The Planner must adhere to the following Deposit schedule or all commitments may be released at the option of the Hotel. Provided the Planner meets its obligations under this Agreement, the Deposit will be deducted from the final billed amount. The Deposit is non-refundable except in the case of force majeure.

付款期限 Due Date	应付金额 Amount Due
2019 年 3 月 5 号: March 5, 2019:	人民币 98,000.00 元, 预计客房收入的 100% CNY 98,000.00, being 100% of total room revenue

**第 4 条 取消**  
**SECTION 4 – CANCELLATION**

如果贵公司取消整个活动，酒店将遭受损失，损失额等于酒店应从与活动有关的客房出售、餐饮提供、餐饮网点、娱乐设施的使用、零售佣金和辅助付款等赚取的利润。双方承认，该等损失难以量化，并已同意酒店将对贵公司评估取消费（“取消费”）作为违约金而非罚金。双方同意，取消费将基于酒店收到书面取消通知之日，并按以下范围计算如下：(i)预计客房收入百分比，和(ii)预计餐饮收入的百分比：

If the Planner cancels the entire Event, the Hotel shall have suffered damages equivalent to the profits that the Hotel would have earned from the sale of rooms, the catering of food and beverage, food and beverage outlets, and use of recreation facilities, commission on retail sales and ancillary payments etc. In connection with the Event. The parties acknowledge that it is difficult to quantify such damages and have agreed that the Hotel shall assess a cancellation fee, (the “Cancellation Fee”) against the Planner as liquidated damages and not as a penalty. The parties agree that the Cancellation Fee will be based on the date written notice of cancellation is received by the Hotel, and calculated as (i) a percentage of Estimated Room Revenue and (ii) a percentage of Estimated Food and Beverage Revenue in accordance with the following scale:

活动前天数 Number of Days Prior to the Event	预计活动收入百分比 Percentage of Estimated Total Revenue
合同签署后 Upon Signed Contract:	100%





**(1) 支付取消费**

**Payment of Cancellation Fee**

在取消的情况下，取消费和相关税费应在取消日后 30 天内支付，此后取消费将生成利息，利率为每月 1.5%（每年 18%）直到付清，除非利率超过适用法律允许的最大利率，在这种情况下，适用最大利率。贵公司支付的押金将用于抵消所欠取消费。

In the case of cancellation, the Cancellation Fee and any related taxes are payable within 30 days of the date of cancellation after which time the Cancellation Fee will bear interest at the rate of 1 1/2% per month (18% per annum) until paid, unless this rate exceeds the maximum rate permitted by applicable laws, in which event the maximum legal rate shall apply. Deposits paid by the Planner will be applied against the Cancellation Fee owing.

**(2) 转售被取消的客房**

**Resale For Cancellation**

尽管有上述规定，如果贵公司取消整个活动，酒店同意采用合理的销售措施转售自合同日起已为贵公司预留的被取消的客房。在全额支付取消费的前提下，如果酒店转售客房，贵公司将获偿被转售客房的转售价格或其支付的取消费金额，以较低者为准。该等款项将在活动日后 90 天内获偿。在此进一步明确说明，取消时预留的所有客房必须在任何客房被视为转售之前出售。

Notwithstanding the above, should the Planner cancel the entire Event, the Hotel agrees to undertake reasonable sales efforts to resell the canceled rooms, which had been set aside for the Planner as of the contract date. Provided the Cancellation Fee has been paid in full, if the Hotel resells rooms, the Planner will be reimbursed for the lesser of the resale price and the amount of the Cancellation Fee paid by the Planner that is attributable to the resold rooms. Reimbursement will be made within 90 days from the date of the Event. For greater certainty, all rooms in inventory at the time of cancellation must be sold before any rooms are considered resold.

**(3) 选择重新预订**

**Option to Rebook**

全额支付取消费之后，如果贵公司于完全取消活动后 6 个月内另行安排在酒店举行同等或更大预计消费的活动（“重新预订活动”），并且重新预订活动将在被取消的活动后 12 个月内进行，则所持取消费的 25% 将计入重新预订活动的押金。一年后剩余的所有取消费将归酒店所有。在此进一步明确说明，如取消重新预订活动，根据本协议支付的取消费将全额归酒店所用。

Following full payment of the Cancellation Fee, should the Planner schedule another event at the Hotel with equal or greater anticipated revenue within 6 months of full cancellation of the Event (“Rebooked Event”), and the Rebooked Event will take place within 12 months of the canceled Event, 25% of the Cancellation Fees held will be credited as a deposit on the Rebooked Event. All Cancellation Fees remaining after one year shall be forfeited by the Planner. For greater certainty, where a rebooked event is cancelled, the full amount of Cancellation Fee paid under this Agreement shall be forfeited by the Planner.





## 第 5 条 损失 SECTION 5 – ATTRITION

### (1) 损失费 Attrition Fee

如果贵公司取消部分预订客房，或未入住预订客房（“损失”），酒店将遭受损失，损失额等于酒店应从与未入住客房（“损失客房”）有关的客房出售、餐饮网点和辅助付款等赚取的营业收入。双方承认，该等损失难以量化，并已同意酒店将对贵公司评估损失费（“损失费”）作为违约金而非罚金。损失费计算为损失客房的预计客房收入的 100%。如果酒店能够转售任何损失客房，则该等客房不会纳入损失费的计算。在此进一步明确说明，酒店预留的所有客房必须在损失客房被视为转售之前出售。根据法律规定收取所有适用的税费。

If the Planner partially cancels the rooms from the Room Block or blocked rooms are not otherwise taken up by the Planner (“Attrition”), the Hotel will have suffered damages equivalent to the profits that the Hotel would have earned from the sale of rooms, food and beverage outlets, and ancillary payments, in connection with the rooms not taken up (“Attrition Rooms”). The parties acknowledge that it is difficult to quantify damages and have agreed that the Hotel shall assess an attrition fee, (the “Attrition Fee”) against the Planner as liquidated damages and not as a penalty. The Attrition Fee is calculated as 100% of Estimated Room Revenue for the Attrition Rooms. If the Hotel is able to resell any of the Attrition Rooms, such rooms will not be included in the calculation of the Attrition Fee. For greater certainty, all rooms in Hotel inventory must be sold before any of the Attrition Rooms are considered resold. All applicable taxes will be charged where required by law.

尽管有上述规定，如果贵公司在到达日之前至少 30 天通知酒店，酒店允许临时取消至多 10% 的客房预订总额，而无需根据本条规定评估损失费，前提是活动不得完全取消。损失累积计算，活动前后至多 3 天的客房数可以纳入入住客房计算。

Notwithstanding the above, up to 30 days prior to the arrival date the Planner is permitted an attrition allowance of up to 10% of anticipated revenue from the Room Block commitment on the Option Date, without being assessed an Attrition Fee, in accordance with this provision, provided the Event is not fully canceled. Attrition is calculated on a cumulative basis and rooms for up to 3 days pre-event and post-event may be included as rooms taken up in the calculation.

### 餐饮客房保证数

#### Attrition of Rooms and Food & Beverage

活动开始前天数 No. of Days Prior to the Event	赔偿条件 Allowed
合同签署后 After Contract Signed	任何取消或人数的减少，酒店将收取相应差价。 Any rooms cancelled within this period will be charged full duration of contracted room rate by guest individual account.

客房损失的赔偿按照每晚计算。

Attrition for rooms is calculated on a per night basis.



## 预订未到与日期缩短 No-show and shortened stays

如已确认的预定客房出现当日预订未到或日期缩短，酒店将向客人收取相应差价。  
In the event a confirmed booking is a no show on day of check-in without notice or the period of stay is shortened, advance payments will be forfeited. In the absence of advance payments, the full length of stay and/or expected meetings and events revenues will be charged by individual account as no-show penalty fee.

### (2) 支付损失费 Payment of Attrition Fee

如果取消的客房预订总额超过酒店允许的范围，损失费和任何有关税费将纳入活动最终发票中。损失将累积计算。  
Where Attrition exceeds the permitted attrition allowance, the Attrition Fee and any related taxes will be added to the Event's final invoice. Attrition will be calculated on a cumulative basis.

## 第 6 条 付款程序 SECTION 6 - PAYMENT PROCEDURE

### (1) 付款选择 Payment Options

酒店将为贵公司设立一个主账户（“主账户”），以下“主账户费用”项下标明的所有项目将计入主账户，待信用部经理的信贷批准。如果不批准，则应在活动前支付所有款项。个人参加者必须在到达后通过提供信用卡授权建立信用，并负责所有消费费用。未明确标明的任何剩余的费用将计入主账户。

A master account will be established for the Planner (“Master Account”) and all items marked under “Charge to Master Account” below will be charged to the Master account, pending credit approval by Credit Manager. If credit is not approved, then all payments must be made in advance of the Event. Individual attendees will be required to establish credit by providing a credit card for authorization upon arrival, and will be responsible for all indicated charges. Any remaining charges, which are not specifically indicated, will be charged to the Master Account.

服务项目 Service	主帐户支付 Charge to Master Account	个人支付 Individual Pays Own Charge
客房和税费 Room and Tax	✓	
电话费 Phone Calls		✓
洗衣/仆从服务 Laundry/Valet		✓
餐厅消费 Food Outlets		✓
酒水柜 Mini Bar		✓

*by*



停车费 Parking Charges		✓
交通服务 Transportation		✓
行李员小费 Bellman Gratuities		✓
其它消费（请注明） Miscellaneous (please indicate)		✓

如果团队支付杂费押金无需备注说明

如果杂费押金个人支付请注明 – 如个人未支付杂费押金将由团队支付。

(please indicate) If charge to master account no need to mention.

If charge to individual account please mention – All incidental charge settled by individual account credit card upon departure.

## (2) 结算

### Account Settlement

所有欠款的最终发票（“发票”）将于活动结束后开具。除非事先与酒店信贷部经理有结账安排，应在收到发票后立即最终支付无争议的所有款项。未支付发票金额超过三十（30）天的，将生成利息，利率为每月1.5%（每年18%）直到付清，除非利率超过适用法律允许的最大利率，在这种情况下，适用最大利率。

A final invoice (the “Invoice”) of all outstanding amounts will be prepared at the close of the Event. Final payment of all amounts not in dispute is due immediately upon receipt of the Invoice, unless prior billing arrangements have been made with the Hotel's Credit Manager. Any Invoice outstanding for more than thirty (30) days will bear interest at the rate of 1 1/2% per month (18% per annum) until paid, unless this rate exceeds the maximum rate permitted by applicable laws, in which event the maximum legal rate shall apply.

## (3) 有争议的发票

### Disputed Invoices

如果贵公司对任何项目有合理争议，贵公司将在扣除争议金额的前提下支付发票款项。双方应在三十（30）天内诚信协商解决争议金额。相关款项（如有）应在争议解决之后三十（30）天内付清。

In the event the Planner reasonably disputes any item, the Planner will pay the Invoice less the disputed amount. The parties shall negotiate in good faith to resolve the disputed amount within thirty (30) days. Payment of the resolved amount, if any, is due thirty (30) days after resolution of the dispute.

## (4) 用信用卡付款

### Payment by Credit Card

主账户余额无争议的，可以在收到账单后五（5）个工作日内通过信用卡支付，而不收取额外费用；但是该五（5）天宽限期之后通过信用卡支付的账款，应收取百分之三（3%）的便利费。

The undisputed balance of the Master Account may be paid by credit card within five (5) business days of receipt of the billing statement at no additional charge; however accounts tendered to a credit card after the five (5) day grace period will be subject to a three percent (3%) convenience fee.





**第二部分 – 法律条款**  
**PART TWO – LEGAL TERMS**

**第 7 条 酒店损失**  
**SECTION 7 - DAMAGES TO HOTEL**

对于酒店或其任何雇员或员工遭受或产生的、因贵公司或其雇员、受邀人或外部承包商直接或间接引起的所有负债、损失、索赔、要求、损害、成本和费用（包括但不限于财产损失和/或人身伤害），贵公司应承担责任。  
The Planner shall be responsible for all liabilities, losses, claims, demands, damages, costs and expenses, including (without limitation) property damage and/or personal injuries suffered or incurred by the Hotel or any employee or staff member of the Hotel and arising as a direct or indirect result of the negligence or willful misconduct of the Planner or its employees or any invitee of or outside contractor hired or engaged by the Planner.

**第 8 条 赔偿**  
**SECTION 8 – INDEMNITIES**

对于一方及其董事、高级职员、雇员、经营者或代理人（均称为“受偿人”）遭受或产生的、因对受偿人提起的与活动有关的、因另一方或其董事、高级职员、雇员、经营者和代理人的疏忽、欺诈或故意不当行为直接引起的任何索赔、程序、民事、刑事或行政处分、质询、诉讼或法律行动直接引起的任何负债、损失、索赔、要求、损害、成本和费用（包括但不限于合理的法律费用和支出），另一方同意向受偿人进行赔偿，为受偿人辩护，并使受偿人免受损害。上述赔偿不适用于受偿人因自己的疏忽、欺诈或故意不当行为索赔的情形。

Each Party agrees to indemnify, defend and hold harmless the other party and each of its directors, officers, employees, operator and agents (collectively, the “Indemnitees” and individually, an “Indemnitee”) from and against all liabilities, losses, claims, demands, damages, costs and expenses (including but not limited to reasonable legal fees and disbursements) suffered or incurred by an Indemnitee and arising as a direct result of any claim, proceeding, civil, criminal or administrative action, inquiry, suit or legal action instituted against an Indemnitee in respect of the Event and arising as a direct result of the negligence, fraud or willful misconduct of the Party or any of its directors, officers, employees, operator and agents. Such indemnity shall not apply to the extent that an Indemnitee is claiming indemnity for its own negligence, fraud or willful misconduct.

前述规定并非旨在修改适用的酒店所有人立法规定的双方的任何权利或义务。

The foregoing is not intended to modify any rights or obligations of the parties as set out in the applicable innkeeper’s legislation.

**第 9 条 反贿赂条款**  
**SECTION 9 - Anti Bribery**

甲方不得以任何形式向在上海二十一世纪酒店有限公司及其相关职务人员/近亲属/特别关系人直接或间接输送利益。如有违反，甲方将构成基于原合同的根本违约，乙方有权无须提前通知的立即解除原合同，届时甲方除须承担基于原合同的违约责任之外，甲方及其相关人员还将对此承担其他法律责任。

Party A acknowledges that it does not, and will not, directly or indirectly, in connection with this Agreement or in connection with any aspect of Hotel’s business offer, promise or give any financial or other advantage to any employees/relatives/ third party either to induce or reward the third party in connection with the improper performance of any activity connected with their business or employment or of their public functions, or where the





acceptance of the financial or other advantage by the third party would constitute the improper performance of any activity connected with their business or employment or of their public functions. If found to be true, Hotel has the right to terminate this contract with Party A without any penalties or advance notice needed. Apart from being responsible for the consequences, Party A and the associated parties involved will have to be investigated by local law for such an alleged breach.

#### 第 10 条 四季酒店名称和商标的使用

#### SECTION 10 - Usage of Four Seasons Name / Trademarks

甲方不得在未经乙方同意，使用乙方的企业名称、商标、商号、品牌、域名和网站。

Party A acknowledges the value of the name and logo of Four Seasons and Contractor shall not use the name or logo of the Hotel (Resort or Property), Four Seasons Hotels Limited or any other Four Seasons property (collectively "Four Seasons" for the purpose of this section) in publicity releases, endorsements, advertising or other materials of any kind without the prior written consent of the Owner and Four Seasons Hotels Limited.

#### 第 11 条 保险

#### SECTION 11- INSURANCE

贵公司和酒店同意在活动期间取得和维持合理谨慎的公司在其各自行业中会取得的种类和金额的保险，且一经要求，即向另一方提供保险证明。

The Planner and the Hotel agree to obtain and maintain throughout the term of the Event, insurance of such types and in such amounts as a reasonably prudent company in their respective industries would obtain and, upon request, each agrees to provide the other with evidence of such insurance.

#### 第 12 条 不可抗力因素

#### SECTION 12- FORCE MAJEURE

如果因酒店或贵公司不能合理控制的原因（包括但不限于罢工；劳务纠纷；政府机关的行为、法规或命令；内乱；灾难；恐怖活动；战争行为；天灾；火灾；水灾或其他紧急情况；延迟对酒店进行必要、重要的维修、运力缩减，导致至少 60%的出席者不能到达酒店），酒店或贵公司履行本协议项下的义务是不可能的或不合法的，则免除未履行义务的责任，受影响方可以终止本协议，而不承担其他任何性质的责任，并且任何押金应予以退还。双方同意诚信协商，重新预订因不可抗力事件取消的任何活动。重新预订的活动需支付押金。

If for any reason beyond the Hotel's or the Planner's reasonable control (including but not limited to strikes; labour disputes; acts, regulations or orders of governmental authorities; civil disorder; disasters; acts of terrorism; acts of war; acts of God; fires; flood or other emergency conditions; any delay in necessary and essential repairs of the Hotel, any curtailment of transportation such that at least 60% of attendees cannot arrive at the Hotel) it is impossible or illegal for the Hotel or the Planner to perform its obligations under this Agreement, such non-performance is excused and such affected party may terminate this Agreement without further liability of any nature, and any Deposit shall be returned. The parties agree to negotiate in good faith to rebook any Event cancelled due to a force majeure event. Deposits may be applied to the rebooked Event.





第 13 条 一般条款  
SECTION 13 - GENERAL PROVISIONS

(1) 管辖法律  
Governing Law

本协议受中华人民共和国法律管辖并据其解释。

This Agreement shall be governed by and construed in accordance with the laws of People's Republic of China.

(2) 通知  
Notices

本协议要求或规定的所有通知应采用书面形式，在专人递送、传真发送或要求回执的挂号信寄至另一方接收后，立即生效。记录联系人为：

All notices required or provided for under this Agreement shall be in writing and shall be effective immediately upon receipt by personal delivery, electronic mail (e-mail) facsimile transmission or registered mail, return receipt requested, addressed to the other party's attention. Contact of Record is:

**The Patron**  
康辉集团北京国际会议展览有限公司

收件人  
Attention:  
马洁女士

**Hotel**  
上海二十一世纪酒店有限公司  
上海浦东四季酒店  
上海市 世纪大道 210 号  
200120, 中国  
电话: 86 21 2036 8888  
传真: 86 21 2036 8800  
收件人  
Attention:  
郑玮  
销售总监

(3) 不放弃追究违约责任  
Non-Waiver of Breach

如果一方未能要求另一方严格、充分地遵守、维持或履行任何承诺或协议，不得被解释为该方放弃追究另一方不履行或违反承诺的权利。

Any failure to demand strict and full performance of any of the covenants or agreements on the part of the other party, to be observed, kept or performed, while the party is in default with respect to any such covenant or agreement, shall not be construed to be a waiver by the first party of any such default or breach of covenant.

(4) 授权签字  
Authority to Sign

如果本协议由贵公司以公司、合伙、协会、俱乐部或社团的名义签署，签字人应向酒店声明保证其拥有签署本协议的全部授权。



If this Agreement is signed by the Planner in the name of a corporation, partnership, association, club or society, the person(s) signing represents and warrants to the Hotel that he/she has full authority to sign such agreement.

**(5) 不可转让**  
**Not Transferrable**

本协议仅为向贵公司提供服务为目的，不能让与、转售或以任何方式转让给任何其他方。试图这样做的，被视为本协议项下的取消，将收取适当的取消费。

This Agreement is for the provision of services exclusively to the Planner and cannot be assigned, resold or in any way transferred to any other party. Any attempt to do so shall be considered a cancellation under this Agreement and the Cancellation Fee will apply.

**(6) 完整协议**  
**Entire Agreement**

本协议包含双方之间的全部理解；对本协议的修改，只能采取书面形式并经双方签署。

This Agreement contains all of the understandings between the parties and may only be modified in writing signed by both parties.

**(7) 可分性**  
**Severance**

如果本协议的一项或多项规定在任何方面被认定为无效、非法或不可执行，本协议其他规定的有效性、合法性和可执行性将不以任何方式受到影响或损害。

In the event that one or more of the provisions of this Agreement shall be found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.





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有鉴于此，双方于以下最后载明日期签署本协议。

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed as of the date last written below.

Shanghai 21<sup>st</sup> Century Hotel Co., Ltd.  
dba: Four Seasons Hotel Pudong, Shanghai  
上海二十一世纪酒店有限公司上海浦东四季酒店

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

签字: \_\_\_\_\_  
Per: Elyn Zheng  
姓名: 郑玮  
Name: Elyn Zheng  
职位: 销售总监  
Title: Director of Sales  
日期: \_\_\_\_\_  
Date: Mar 1, 2019

签字: \_\_\_\_\_  
Per: \_\_\_\_\_  
姓名: \_\_\_\_\_  
Name: \_\_\_\_\_  
职位: \_\_\_\_\_  
Title: \_\_\_\_\_  
日期: \_\_\_\_\_  
Date: \_\_\_\_\_

签字: \_\_\_\_\_  
Per: \_\_\_\_\_  
姓名: 王盈  
Name: Summer Wang  
职位: 市场销售总监  
Title: Director of Marketing  
日期: \_\_\_\_\_  
Date: \_\_\_\_\_

签字: \_\_\_\_\_  
Per: Boris Blobel  
姓名: Boris Blobel  
Name: Boris Blobel  
职位: 总经理  
Title: General Manager  
日期: \_\_\_\_\_  
Date: \_\_\_\_\_



请注意酒店尚未为您预留场地及团队用房，此合同在 2019 年 3 月 4 日回签有效。

Please note that no space and rooms have been held and the availability is subject to change. This Letter of Agreement is valid until **March 4<sup>th</sup>, 2019.**

\_\_\_\_\_

附录 A  
APPENDIX A

**预计收费:**  
**Estimated Charges:**

预计客房消费 Estimated Room Revenue	人民币 98,000.00 元 (“预计客房消费”) CNY 98,000.00 (the “Estimated Room Revenue”)
预计总消费 Estimated Total Revenue	人民币 98,000.00 元 (“预计总消费”) CNY 98,000.00 (the “Estimated Total Revenue”)

人民币账户 (BANK ACCOUNT)

账户名	上海二十一世纪酒店有限公司
Account Name	Shanghai 21st Century Hotel Co., Ltd.
地址	中国上海浦东世纪大道210号, 邮政编码 200120
Address	210 Century Avenue, Pudong, Shanghai, China 200120
银行名称	上海银行长寿支行
Bank Name	BANK OF SHANGHAI CHANGSHOU SUB BRANCH
银行账号	316560-03003593419
CNY Account No	316560-03003593419
Swift Code	BOSHCNSHXXX
银行地址	中国普陀区常德路1252号
Bank Address	No.1252 Chang De Road, Shanghai China, 200063

