



## 团体活动协议

## GROUP EVENT AGREEMENT

2017 年 12 月 8 日  
8 December 2017

胡金磊先生

Mr Hu Jin Lei

中国康辉旅行社集团有限责任公司  
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尊敬的胡先生  
Dear Mr Hu

本团体活动协议及附件构成中国康辉旅行社集团有限责任公司 (“康辉旅行社”)和广州越秀城建国际金融中心有限公司四季酒店分公司广州四季酒店 (“酒店”)就 2017 年 12 月 13 日至 2017 年 12 月 16 日期间进行的别克新车发布会团队安排 (“活动”)签订的完整协议。

This Group Event Agreement and the attached Appendices constitute the entire agreement between **China Comfort Travel Group Co Ltd (“Comfort Travel Group”)** and Guangzhou Yuexiu City Construction International Finance Center Co., Ltd., Four Seasons Hotel Branch dba Four Seasons Hotel Guangzhou (the “Hotel”) regarding arrangements for **Buick New Press Event - Group** (the “Event”) to be held over the dates of December 13, 2017 to December 16, 2017.

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, 中国康辉旅行社集团有限责任公司同意负责根据本协议的条款和条件预订下述客房。

酒店确认  
Hotel Initial

\_\_\_\_\_  
客户确认  
Patron Initial



The Hotel agrees it will provide and China Comfort Travel Group Co Ltd 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

房间类型 Room Types	12月13日 13Dec 2017	12月14日 14 Dec 2017	12月15日 15 Dec 2017	12月16日 16 Dec 2017
云尚城景大床客房 Tower King Room City View	2	25	20	退房 Check Out
高级城景双床客房 Superior Twin Room City View	2	2	2	
总计 TOTAL	4	27	22	

#### B. 房价:

##### Room Rates:

房间类型 Room Types	房价 Room Rate
云尚城景大床客房 Tower King Room City View	人民币 1,150 净价, 含一份早餐 CNY1,150 net, included one breakfast
高级城景双床客房 Superior Twin Room City View	人民币 1,300 净价, 含两份早餐 CNY1,300net, included two breakfasts

- 房价已含 16.6% 服务费 (已含相关税收)。  
Rates are inclusive of 16.6% service charge (applicable government taxes included).
- 以上房价包含一份早餐, 其中最多 2 个双床房房价包含 2 份早餐。额外早餐在意大利餐厅为每人每餐人民币 210 元+15% 服务费 (已含相关税收)。  
The above rates quoted are inclusive of one daily breakfast. Maximize 2 Twin room rates are inclusive of two breakfasts daily per room per night Additional breakfast at Caffè Mondo is charged at CNY210 +15% service charge (applicable government taxes included) per person per meal.
- 除非提前 21 天另行提供担保, 否则酒店将拥有根据实际情况保留更改房型权利。  
Bed types may be subject to change unless otherwise guaranteed 21 days in advance.
- 高峰期每晚房价基于最少预订 25 间房。如果高峰期每晚团体预订客房数量少于 25 间, 酒店保留更改团队价格的权利。  
Rates are based on minimum of 25 rooms on peak night. In the event group block falls below 25 rooms on peak night, hotel reserves the right to revise group rate.
- 以上房间总数若有所增加, 价格会有所不同。  
**Any increase of total room numbers, the room rate will be different**
- 客房常速上网服务。  
Basic Internet access in guest room.
- 以上房价只适用于此团队, 如入住日期有变化, 酒店有权对以上房价做相应的调整。  
The above rates are for this group only, if there is any changes of group dates, hotel reserve the right to adjust the room rates accordingly.

## (2) 佣金

### Commission

所有团体房价均不含佣金。

All Group Room Rates are non-commissionable.

酒店确认  
Hotel Initial

客户确认  
Patron Initial



## (3) 行李搬运及物品投递费

Porterage and Room Drop

搬运费设定为每人往返 25 元人民币；物品投递为每房每次 15 元人民币。此项费用应计入中国康辉旅行社集团有限责任公司的主账户。

Porterage charge is at CNY 25 per person, round trip. Room Drop at CNY 15 per delivery per room. This charge shall be added to China Comfort Travel Group Co Ltd's Master Account.

## 第 2 条 预订方式

## SECTION 2 – RESERVATION METHOD

## (1) 预订

Booking

中国康辉旅行社集团有限责任公司应不迟于 2017 年 12 月 8 日向酒店提交一份旅客名单（“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。酒店将在此日后在客房将视酒店当时的入住率而定，按**新的团体房价**继续接受预订。该等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，应直接向酒店的宴会服务部提出。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。

China Comfort Travel Group Co Ltd shall submit an advance rooming list (the “List”) to the Hotel no later than 8 December 2017. 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 **New Group Rate**. 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 Conference Services 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.

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款的形式，以现金或主要信用卡支付，或与酒店信贷部门作预先安排，作为第一晚房价和税费。

All guest rooms will be held for late arrival, if guaranteed. A guarantee on each reservation shall be in the form of an advance prepayment for the payment of the first night's room and tax, either cash or a major credit card, or pre-arrangements made with the Hotel's credit department.

## (2) 入住/退房时间

Check In/Check Out Time

入住时间为下午 2:00 后。若提早入住，需视客房供应情况而定，及需另收费。退房时间为中午 12 时前。如果此时有任何客房未退房，将向中国康辉旅行社集团有限责任公司收取逾期费用，服务费及相关增值税。下午六点前退房收取半天房价，下午六点后退房收取全天房价。

Check-in time is after 2:00 p.m. Room assignments prior to this time are subject to availability and additional charge. Check-out time is before 12:00 p.m. If any room is not vacated by this time, China Comfort Travel Group Co Ltd will be charged a late check-out charge, service charge (applicable government taxes included). Half day charge until 6:00pm, and full day's charge after 6:00pm.

## 第 3 条 – 宴会会议安排

## SECTION 3 – CATERED PORTION OF EVENT

## 活动时间表

  
酒店确认  
Hotel Initial

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客户确认  
Patron Initial

## SCHEDULE OF EVENTS

日期 Date	开始 时间 Start Time	结束 时间 End Time	活动名称 Function	场地名称 Room	布展形式 Setup	保证 人数 GTD	费用 Fee
2017 年 12 月 15 日 December 15, 2017	8:00	10:30	会议 Meeting	大宴会厅 2 Grand Ballroom 2	课桌式 Classroom	50	人民币 17,010 元净价 CNY 17,010 net
	10:31	12:00	撤场 Tear Down		--	--	
贵司必须在中午 12 点撤场完毕，若超过 12 点未撤场完毕将有额外费用产生 Tear Down must be finished on or before 12:00pm, otherwise, additional charges will be charged.							

- \* 餐饮最低收费: 对于团队, 最低宴会消费 17,010 元人民币, 已含 15% 服务费 (已含相关税收)。在上述期间, 我们不另行收取房间租金。如果此期间消费未达到宴会餐饮总额 (见上述时间表), 我们将不得不收取差额, 作为房间租金补偿办公室使用或 24 小时使用会议室的费用。  
F&B Minimum Charge: Based on a minimum banquet consumption of CNY17,010 included 15% service charge and applicable government taxes for the group. During the period described here above, we would waive any room rental charges. If the total amount of banquet F&B consumed during the period (as per schedule the here above) not be reached, we would have to charge any balance as room rental to cover for office usage or 24 hours holding of meeting room.

• 会议场租及影音设备 **FUNCTION ROOM RENTAL, AUDIO & VISUAL EQUIPMENT**

A. 会议场租包括以下会议设施: **Meeting Facilities**

- 会议室备有设施 (铅笔、书写板、瓶装水、薄荷糖) Meeting amenities (pencil, writing pad, bottled water and mints)
- 主会议室的基本视听设备 (挂图和白板) Basic audio visual equipment for main meeting room (one flipchart and white board each)

B. 影音设备租赁费: (以下费用以每日单次租赁为计) **Audio Visual Equipment Arrangement**

- 如需额外增加投影仪及投影屏幕, 每套人民币 1800 元起 An additional LCD projector with screen from CNY 1,800 per set per day.
- 如需额外增加无线话筒, 每个人民币 298 元 An additional wireless microphone at CNY 298 per item per day.
- 无线上网服务, 每个端口收取人民币 138 元净价 Wireless internet access service at RMB 138 Nett per device.

C. 会议杂项 **Miscellaneous**

- 请于会议活动 3 天前提供标志牌内容 Please provide signage content 3 days prior to the function date
- 如需升级会议台花, 每席人民币 480 元起 Upgrade florist centerpiece from CNY 480 per table

其他信息: \_\_\_\_\_

Other information:

(1) 活动场地租用, 餐饮服务

Rental of Function Space, Food and Beverage Services

(a) 酒店将根据所述的方案保留活动场地和餐饮服务。

The Hotel will reserve function space and food and beverage services according to the program

酒店确认  
Hotel Initial

客户确认  
Patron Initial



outlined.

- (b) 活动前 7 日, 酒店会议和餐饮服务部将联系中国康辉旅行社集团有限责任公司的代表, 全力协助餐饮服务规划和筹备工作。所有餐饮服务安排将在活动前至少 7 日完成。

7 days prior to the Event, the Hotel's Conference and Catering Services Department will contact China Comfort Travel Group Co Ltd's representatives to assist in detailed planning and preparations for the catered functions. All details of the catered functions are to be finalized a minimum of 7 days prior to the Event.

- (c) 所有的现场食品和饮料将通过酒店安排。酒店设施内只能提供从酒店购买的食物和饮料。

All on-site food and beverage arrangements will be made through the Hotel. Only food and beverage purchased from the Hotel may be served on Hotel property.

## (2) 价格

### Prices

- (a) 由于任何因商品原材料价格、劳务、税费而引起的菜单的非正常性调整, 酒店在知会贵方后, 如贵方接受相应的价格变动, 酒店将根据实际价格重新计算。或酒店将根据先前价格提供相应的变更方案。

Menu prices quoted are subject to change due to unusual changes in costs of commodities, labor, taxes or other similar reasons subsequent to the signing of this Agreement and Patron agrees to pay such revised prices. Alternatively, in the event of such increased costs the Hotel may, at its option, make reasonable substitutions in menu items and Organization agrees to accept such substitutions.

- (b) 食物&酒水安排 FOOD & BEVERAGE

#### A. 酒水安排 Beverage

- 葡萄酒/中国白酒/洋酒由贵方自备,收取酒水服务费人民币 200 元/每席 Wine/Liquor are prepared by Patron, chargeable at CNY 200 per table.

## (3) 方案的修改

### Modifications to Program

- (a) 变更活动场地或餐饮要求时, 中国康辉旅行社集团有限责任公司必须尽快通知酒店。任何变更应视情况而定, 可以合理增减会议场地的租用。

China Comfort Travel Group Co Ltd must advise the Hotel as soon as possible of any change to function space or food and beverage requirements. Any changes shall be subject to availability and a reasonable increase or reduction in function room rental may apply.

- (b) 所述的活动场地仅预留所示时间。如果中国康辉旅行社集团有限责任公司要求增加活动场地的使用时间, 须经酒店批准, 并且应在酒店既定收费的基础上加收费用。

The function space specified is reserved only for the time(s) indicated. If China Comfort Travel Group Co Ltd requests the use of the function space for any additional time, such request shall be subject to the approval of the Hotel and may be subject to additional fees at the Hotel's established charges.

- (c) 中国康辉旅行社集团有限责任公司不得在活动前三天内更改菜单。

China Comfort Travel Group Co Ltd may not make changes to the menu within the **three days** period preceding the Event.

## (4) 参加人数

### Number of Attendees

必须在活动前至少 7 个工作日向酒店宴会服务部告知保证参与每次餐饮的人数。对于每项预定服务, 将发出一个宴会订单。在保证参与人数的基础上酒店将准备至多 5% 的餐饮, 实际消费将以实际人数为准。活动餐饮的最低消费为 17,010 元 (“最低餐饮收入”)。如果实际餐饮消费低于最低餐饮消费标准, 中国康辉旅行社集团有限责任公司将负责支付最低餐饮消费。

酒店确认  
Hotel Initial

客户确认  
Patron Initial



The guaranteed number of attendees at each catered function must be communicated to the Conference Service Department at the Hotel not less than 7 business days prior to the Event. A banquet event order will be provided for each scheduled function. A 5% allowance in food preparation over the guaranteed number of attendees will be made on all catered functions comprising part of the Event. The minimum revenue for food and beverage for the Event is CNY 17,010 ("Minimum F&B Revenue"). China Comfort Travel Group Co Ltd will be responsible for the Minimum F&B Revenue in the event the actual food and beverage revenue is less than the Minimum F&B Revenue.

#### (5) 展示物、展品和装饰

Displays, Exhibits and Decorations

- (a) 中国康辉旅行社集团有限责任公司建议的所有展示物、展品、装饰或类似用具（统称为“展示物”），应事先取得酒店的书面批准。对于中国康辉旅行社集团有限责任公司或第三方就活动带入酒店的展示物，包括但不限于与展示物有关的人身伤害或财产损失索赔，酒店概不负责。 All displays, exhibits, decorations or similar paraphernalia (collectively, "Displays") proposed by China Comfort Travel Group Co Ltd shall be subject to the prior written approval of the Hotel. The Hotel assumes no responsibility whatsoever for Displays brought into the Hotel by China Comfort Travel Group Co Ltd or any third party in connection with the Event, including, but not limited to, claims of personal injury or property damage related to Displays.
- (b) 所有展示物必须符合适用的建筑规范和防火条例，并且应自由摆放，不附着于墙壁、天花板或地板。在不限于上述规定的前提下，在此进一步明确说明，应遵守所有适用的防火与安全条例。 All Displays must conform to the applicable building code and fire ordinances and should be free standing without attachment to walls, ceilings or floors. For greater certainty and without limitation to the foregoing, all applicable flame proofing regulations shall be complied with.
- (c) 所有的展示物、设备和音乐器材必须通过收货入口和/或位于收货装卸货区的保安部办公室进出酒店。交付和收回时间必须提前与酒店协调。 All Displays, equipment and musical instrument must enter and exit the Hotel through the receiving entrance and/or security office located at the receiving loading dock. Delivery and pick-up times must be coordinated with the Hotel in advance.

#### (6) 拥有检查权，不对个人财产负责

Right to Inspect and Not Liable for Personal Property

酒店保留检查和控制所有私人场地的权利。对于中国康辉旅行社集团有限责任公司或其客人、受邀人或第三方供应商带入酒店的任何个人财产和/或设备（“财产”），酒店概不负责；带入场所的任何财产由中国康辉旅行社集团有限责任公司自担风险和责任。

The Hotel reserves the right to inspect and control all private functions. The Hotel does not assume liability for any personal property and/or equipment ("Property") of China Comfort Travel Group Co Ltd or China Comfort Travel Group Co Ltd's guests, invitees or third party providers brought to the Hotel and any Property brought onto the premises shall be at the sole risk and responsibility of China Comfort Travel Group Co Ltd.

### 第4条 预付款

#### SECTION 4- PREPAYMENT

中国康辉旅行社集团有限责任公司必须遵循以下预付款表。鉴于中国康辉旅行社集团有限责任公司履行其在本协议项下的义务，预付款将从最终账单金额中扣除。除非出现不可抗力因素，否则预付款不可退还。

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

  
酒店确认  
Hotel Initial

\_\_\_\_\_  
客户确认  
Patron Initial



付款期限 Due Date	应付金额 Amount Due
2017 年 12 月 8 日 December 8, 2017	63,088 元, 预计总收入的 80% (见附录 A) CNY63,088, being 80% of Estimated Total Revenue (Per Appendix A)
2017 年 12 月 13 日 13 December 2017	支付足够的押金办理入住 Enough deposit to be paid upon arrival
活动结束后三天内 Within 3days after group departure	结清实际剩余费用 Settle actual balance payment

## 第 5 条 取消 SECTION 5 - CANCELLATION

### (1) 取消费

#### Cancellation Fee

如果中国康辉旅行社集团有限责任公司取消整个活动, 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, 并已同意酒店将对中国康辉旅行社集团有限责任公司评估取消费 (“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 China Comfort Travel Group Co Ltd 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 China Comfort Travel Group Co Ltd 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	预计客房收入百分比 Percentage of Estimated Room Revenue
0-15 天 0-15 days	100%

活动前天数 Number of Days Prior to the Event	预计餐饮收入百分比 Percentage of Estimated Food and Beverage Revenue
0-15 天 0-15 days	100%

### (2) 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。中国康辉旅行社集团有限责任公司支付的预付款将用于抵消所欠取消费。

  
酒店确认  
Hotel Initial

\_\_\_\_\_  
客户确认  
Patron Initial



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. Prepayments paid by China Comfort Travel Group Co Ltd will be applied against the Cancellation Fee owing.

### (3) 转售被取消的客房

#### Resale For Cancellation

尽管有上述规定，如果中国康辉旅行社集团有限责任公司取消整个活动，酒店同意采用合理的销售措施转售自合同日起已为中国康辉旅行社集团有限责任公司预留的被取消的客房。在全额支付取消消费的前提下，如果酒店转售客房，中国康辉旅行社集团有限责任公司将获偿被转售客房的转售价格或其支付的取消消费金额，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 China Comfort Travel Group Co Ltd cancel the entire Event, the Hotel agrees to undertake reasonable sales efforts to resell the canceled rooms, which had been set aside for China Comfort Travel Group Co Ltd as of the contract date. Provided the Cancellation Fee has been paid in full, if the Hotel resells rooms, China Comfort Travel Group Co Ltd will be reimbursed for the lesser of the resale price and the amount of the Cancellation Fee paid by China Comfort Travel Group Co Ltd 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.

### (4) 选择重新预订

#### Option to Rebook

全额支付取消消费之后，如果中国康辉旅行社集团有限责任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，则所持取消消费的 25% 将计入重新预订活动的预付款。一年后剩余的所有取消消费将归酒店所有。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消费将全额归酒店所用。

Following full payment of the Cancellation Fee, should China Comfort Travel Group Co Ltd 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 prepayment on the Rebooked Event. All Cancellation Fees remaining after one year shall be forfeited by China Comfort Travel Group Co Ltd. For greater certainty, where a rebooked event is cancelled, the full amount of Cancellation Fee paid under this Agreement shall be forfeited by China Comfort Travel Group Co Ltd.


## 第 6 条 损失

### SECTION 6 – ATTRITION

#### (1) 损失费

##### Attrition Fee

如果中国康辉旅行社集团有限责任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利润。双方承认，该等损失难以量化，并已同意酒店将对中国康辉旅行社集团有限责任公司评估损失费（“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。

  
酒店确认  
Hotel Initial

\_\_\_\_\_  
客户确认  
Patron Initial



If China Comfort Travel Group Co Ltd partially cancels the rooms from the Room Block or blocked rooms are not otherwise taken up by China Comfort Travel Group Co Ltd ("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 China Comfort Travel Group Co Ltd 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.

损失费具体如下 Notwithstanding the above, the follow attrition apply:

#### 从签订合同日期起至 2017 年 12 月 13 日

中国康辉旅行社集团有限责任公司可在最初预留总房数基础上免费取消两个房间，如取消超过两个房间，酒店将收取超过部分房间的所有房费，同时未使用的房间将被取消。

From date of signature to 13 December 2017

China Comfort Travel Group Co Ltd may release no more than 2 rooms based on the original room block(page 2) without penalty. Any cancellation in excess of 2 rooms will be subject to full cancellation charge of cancelled rooms

#### (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 7 条 付款程序 SECTION 7 - PAYMENT PROCEDURE

#### (1) 付款选择

Payment Options

酒店将为中国康辉旅行社集团有限责任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，并负责所有标明费用。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 China Comfort Travel Group Co Ltd ("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		

酒店确认  
Hotel Initial

客户确认  
Patron Initial

洗衣/仆从服务 Laundry/Valet		
餐厅消费 Food Outlets		
酒水柜 Mini Bar		
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)		

## (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.

## 银行信息 Wire Transfer Banking Information

开户行： 中国银行广州国际金融中心支行  
 银行地址： 广东省广州市珠江新城珠江西路 5 号 7 楼  
 银行代码： BKCHCNBJ400  
 帐户名： 广州越秀城建国际金融中心有限公司四季酒店分公司  
 帐号： 726 358 672 517

Receiving bank: BANK OF CHINA GUANGZHOU INTERNATIONAL FINANCE CENTER-BRANCH  
 Bank address: 7F, No5, Zhujiang Xi Road, Zhujiang New Town, Guangzhou, Guangdong province, China  
 Swift code: BKCHCNBJ400  
 Beneficiary name: Four Seasons Hotel Guangzhou  
 Beneficiary A/C: 726 358 672 517

## (3) 有争议的发票

## Disputed Invoices

如果中国康辉旅行社集团有限责任公司对任何项目有合理争议，中国康辉旅行社集团有限责任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 China Comfort Travel Group Co Ltd reasonably disputes any item, China Comfort Travel Group Co Ltd 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.

  
酒店确认  
Hotel Initial

  
客户确认  
Patron Initial



## (4) 用信用卡付款

Payment by Credit Card

主帐户无争议的，在离开酒店前通过信用卡支付。

The undisputed balance of the Master Account would be settled by credit card upon departure.

**第二部分 – 法律条款****PART TWO – LEGAL TERMS****第 8 条 酒店损失****SECTION 8 - DAMAGES TO HOTEL**

对于酒店或其任何雇员或员工遭受或产生的、因中国康辉旅行社集团有限责任公司或其雇员、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），中国康辉旅行社集团有限责任公司应承担赔偿责任。

China Comfort Travel Group Co Ltd 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 China Comfort Travel Group Co Ltd or its employees or any invitee of or outside contractor hired or engaged by China Comfort Travel Group Co Ltd.

**第 9 条 赔偿****SECTION 9 – 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 “Indemnatee”) 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 Indemnatee and arising as a direct result of any claim, proceeding, civil, criminal or administrative action, inquiry, suit or legal action instituted against an Indemnatee 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 Indemnatee 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 innkeepers legislation.

**第 10 条 保险**


酒店确认  
Hotel Initial

客户确认  
Patron Initial

## SECTION 10 – INSURANCE

中国康辉旅行社集团有限责任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。

China Comfort Travel Group Co Ltd 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 11 条 不可抗力因素

## SECTION 11 - FORCE MAJEURE

如果因酒店或中国康辉旅行社集团有限责任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），酒店或中国康辉旅行社集团有限责任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，并且任何预付款应予以退还。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预付款。

If for any reason beyond the Hotel's or China Comfort Travel Group Co Ltd'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 China Comfort Travel Group Co Ltd 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 Prepayment shall be returned. The parties agree to negotiate in good faith to rebook any Event cancelled due to a force majeure event. Prepayments may be applied to the rebooked Event.

## 第 12 条 一般条款

## SECTION 12 - 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:

中国康辉旅行社集团有限责任公司：  
China Comfort Travel Group Co Ltd:

广州四季酒店：  
Four Seasons Hotel Guangzhou:

酒店确认  
Hotel Initial

客户确认  
Patron Initial



瑞辰国际中心 15 层 1508 室  
农展南路 13 号  
朝阳区  
北京市  
中国

Room 1508  
13 Nong Zhan Guan North Road  
Chaoyang District  
Beijing  
China

收件人: 胡金磊先生

Attention: Mr Hu Jin Lei

国际金融中心  
珠江西路 5 号  
天河区珠江新城  
广州市 广东省  
中国 510623

International Finance Center  
5 Zhujiang West Road  
Pearl River New Town  
Guangzhou Guangdong  
China 510623

收件人: 代瑜

Attention: Sarah Dai

### (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

如果本协议由中国康辉旅行社集团有限责任公司以公司、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 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

本协议仅为向中国康辉旅行社集团有限责任公司提供服务为目的, 不能让与、转售或以其他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 China Comfort Travel Group Co Ltd 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

  
酒店确认  
Hotel Initial

  
客户确认  
Patron Initial

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.

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.

广州越秀城建国际金融中心有限公司四季酒店分公司广州四季酒店  
Guangzhou Yuexiu City Construction International Finance Center Co., Ltd.,  
Four Seasons Hotel Branch Four Seasons Hotel Guangzhou

最后回签日期 Agreement Need To Sign Back By: 2017 年 12 月 8 日 December 8, 2017

签字: \_\_\_\_\_ 日期: \_\_\_\_\_

Per: \_\_\_\_\_ Date: 2017-12-8

姓名: 代瑜

Name: Sarah Dai

职务: 销售副总监

Title: Assistant Director of Sales

签字: \_\_\_\_\_ 日期: 12.8.2017

Per: \_\_\_\_\_ Date: \_\_\_\_\_

姓名: 刘露茜

Name: Lucy Lau

职务: 市场总监

Title: Director of Marketing

中国康辉旅行社集团有限责任公司  
China Comfort Travel Group Co Ltd

签字: \_\_\_\_\_ 日期: \_\_\_\_\_

Per: \_\_\_\_\_ Date: \_\_\_\_\_

姓名: 胡金磊先生

Name: Mr Hu Jin Lei

职务: \_\_\_\_\_

Title: \_\_\_\_\_

酒店确认  
Hotel Initial

客户确认  
Patron Initial



**附录 A**  
**APPENDIX A**

预计收费（已含服务费）：

Estimated Charges (include service charge):

预计客房消费 Estimated Room Revenue	<b>61,850 元</b> <b>CNY61,850</b>
预计餐饮消费 Estimated Food and Beverage Revenue	<b>17,010 元</b> <b>CNY 17,010</b>
预计总消费 Estimated Total Revenue	<b>78,860 元</b> <b>CNY78,860</b>

