

# HOTEL INDIGO®

WILLIAMSBURG – BKLYN

## Comfort International MICE Service Co., Ltd Group Block Agreement Hotel Indigo Williamsburg-Brooklyn

500 Metropolitan Avenue | Brooklyn, NY 11211

This Sleeping Rooms Agreement ("Agreement") is by and between Comfort International MICE Service Co., Ltd ("Group" or "you" or "your(s)") and d/b/a Hotel Indigo Williamsburg-Brooklyn (the "Hotel" or "we" or "us" or "our").

Especially Prepared for:		Event & Hotel Information:	
Group Contact Name:	Yang Miao Miao	Name of "Event":	Comfort International MICE Service Co., Ltd Group Block
Title:	Group Contact	Date(s) of Event:	Saturday September 21 – Wednesday September 25 <sup>th</sup> , 2019
Address:	RM 1510, Ruichen Int'l Center, No. 13 Nongzhanguan South Road	Hotel Contact:	Ryan Ocker
City, State, Zip:	Chaoyang District, Beijing	Title:	Director of Sales & Marketing
Phone:	0086-15311313963	Phone:	929-473-9803
Email:	<a href="mailto:yangmiaomiao@cct.cn">yangmiaomiao@cct.cn</a>	Email:	<a href="mailto:rocker@indigowilliamsburg.com">rocker@indigowilliamsburg.com</a>

### OPTION DATES:

These arrangements are being held on a **first option basis** until **September 9<sup>th</sup>, 2019** (the "Option Period"). However, should other business opportunities arise such that we are in a position to confirm immediately, you will be advised and given **72 hours**, or until the end of your Option Period (whichever is shorter) to confirm this Agreement on a definite basis by returning a signed copy of this Agreement to us, or to enable alternate dates to be researched and offered for your use. Please note that it is your responsibility to notify us if you need to request an extension of your Option Period. If we do not receive a signed copy of this Agreement by **September 9<sup>th</sup>, 2019**, we may, at our sole option and with no notice required, release this first option, or may continue to hold the arrangements, or may review and revise our rates. No cancellation fee shall apply if we release this first option.

### SLEEPING ROOM BLOCK

Room Type	Saturday 9/21/19	Sunday 9/22/19	Thursday 9/23/19	Friday 9/24/19		Friday 9/25/19
Standard King	25 Rate: \$309	25 Rate: \$309	25 Rate: \$309	25 Rate: \$309	1 Rate: \$309	CO
Standard Double-Double	3 Rate: \$359	3 Rate: \$359	3 Rate: \$359	3 Rate: \$359	0 Rate: \$359	CO
Total	28	28	28	28	1	CO

**TOTAL SLEEPING ROOM NIGHTS RESERVED: 113**

**Shoulder Dates:** Quoted sleeping room rates will be offered to your attendees, based on availability of contracted room type(s), 3 days before and 3 days after the above Event dates.

**Rate Quote:** Room rate at time of contract will be subject to availability if group fills initial block and requests additional rooms.

**Breakfast:** Each King room will be presented one (1) breakfast voucher for each day of their stay and each Double-Double room will be presented two (2) breakfast vouchers for each day of their stay. Each breakfast coupon is worth \$20, inclusive of tax and gratuity. For anything that is over \$20, the group guest will have to pay the difference above \$20; if not paid, it will be routed to the Master Account.

**Cut-Off Date:** After the reservation cut-off date of **September 8<sup>th</sup>, 2019**, all rooms not used will be released for general sale. Naturally, we will continue to accept reservations from your attendees after that date at prevailing room rates, subject to availability. Rooms can be held beyond the cut-off date should you wish to provide a written guarantee for such rooms for the entire length of stay.

**Method of Reservations** Reservations will be made via a group supplied rooming list, via weblink and phone. Group contact will provide a rooming list of all attendees by Cutoff Date of **September 8<sup>th</sup>, 2019**

**Taxes:** In addition to the Total Anticipated Sleeping Room Revenue for your Event as set forth herein, you agree to pay any and all applicable federal, state, municipal or other taxes, fees, or assessments imposed on or applicable to your Event. In the state in which Hotel is located, currently the sales tax rate is **14.75%**, and the hotel occupancy tax rate is **\$3.50**. We will honor any available tax exemptions for

which you qualify, provided that you properly complete and timely provide all documentation required by the applicable jurisdiction to substantiate said exemption.

**Check-In/Out Time:** Our check-in time is **3PM**, check-out time is **11AM**. All guests arriving before **3PM** will be accommodated as rooms become available. Hotel's can arrange to check baggage for those arriving early when rooms are unavailable.

**Amenities:** We understand that you may require other services during your stay in Brooklyn and so we have provided a list of common services and a sample range of fees to help you plan your Event:

- a. Business Center: Complimentary
- b. Fitness Center – Complimentary
- c. WiFi Access – Complimentary
- d. Slippers in rooms
- e. 3 City View Rooms for Double-Double requests

**Early Departure Fee:** If a guest who has requested a room within your Room Block checks out prior to the guest's reserved checkout date, the Hotel will add an early checkout fee to that guest's individual account (currently, **\$309/\$359**). Guests wishing to avoid an early checkout fee should advise the Hotel at or before check-in of any change in planned length of stay. The Hotel will inform your Group attendees of this potential charge upon check-in and requests that you also inform your attendees of this obligation.

**Summary of Revenue Anticipated by Hotel from this Agreement:** For your information and guidance, the following chart illustrates the total potential value of your Event. The Hotel has offered the negotiated sleeping room rates, meeting room inventory and other concessions in this Agreement based upon the total revenue contracted, as well as additional revenue from providing additional services to your Group and your attendees at additional charge. Any requests for additional sleeping rooms, meeting rooms and function space to be added after Agreement signing will be subject to availability and agreed upon changes would be confirmed in a written amendment to this Agreement signed by both parties.

Summary of Revenue Anticipated by Hotel from this Agreement	
<b>Total Sleeping Room Revenue:</b> <small>Total Anticipated Sleeping Room Revenue does not include applicable federal, state or local taxes or any other fees outside of sleeping room revenue.</small>	<b>\$35,517.00</b>
<b>Total Sleeping Room Tax:</b> <small>14.75% + \$3.50 on each room, each night</small>	<b>\$5,634.48</b>
<b>"Total Anticipated Revenue (Tax &amp; Service Charge included)":</b>	<b>\$41,151.48</b>

**Cancellation Damages:** You guarantee that your Event will provide the Total Anticipated Revenue. You agree and understand that, in the event of a cancellation or lack of full performance by you, our actual damages would be difficult to determine. Therefore, you agree that should you cancel your Event for any reason other than due to a valid Impossibility occurrence, including changing your meeting/function site to another hotel, you will pay as liquidated damages and not as a penalty, a percentage of the Total Anticipated Revenue for your Event, plus any applicable state and/or local taxes as required by law, calculated as follows:

Date of Hotel's Receipt of Cancellation Notice	Percentage of Total Anticipated Revenue	Amount of Cancellation Damages
Cancellation between <b>120 days</b> and <b>91 days</b> prior to arrival:	<b>25%</b>	<b>\$10,287.87</b>
Cancellation between <b>90 days</b> and <b>61 days</b> prior to arrival:	<b>50%</b>	<b>\$20,575.74</b>
Cancellation between <b>60 days</b> and <b>31 days</b> prior to arrival:	<b>75%</b>	<b>\$30,863.61</b>
Cancellation within <b>30 days</b> prior to arrival:	<b>100%</b>	<b>\$41,151.48</b>

Payment of cancellation damages is due within 30 days following your written notice of cancellation to us. We may consider your notice of cancellation to be invalid and thus may not release accommodations held until payment of the applicable cancellation damages is received; therefore delay in payment may result in higher cancellation damages owed.

**Guarantee of Anticipated Revenue:** If the Event is held, but the Hotel does not realize the Total Anticipated Revenue from your Event, you agree to pay damages to the Hotel for lack of performance. The damages owed will be the amount necessary for the Hotel to receive no less than **80% (\$32,921.18)** of the Total Anticipated Revenue from your Event (exclusive of gratuities, administrative charges, and supplemental surcharges, applicable federal, state or local taxes or any other fees outside of food and beverage product sales). You will be charged based on the Event guarantee that you give us or the Total Anticipated Revenue indicated at the time you signed this Agreement, whichever is greater.

**Payment Terms:** Group agrees to the following deposit schedule:

DEPOSIT SCHEDULE		
	Due Date	Amount
Initial Deposit	At contract signature	<b>\$20,575.74</b>
Final Payment	No later than three (3) days prior to the group's arrival.	<b>\$20,575.74</b>

1. No later than three (3) days in advance of arrival you will either provide us with a valid credit card to which all remaining estimated Master Account charges will be charged on that date, or provide payment of all remaining estimated Master Account charges by company check, certified check, wire transfer or credit card.

2. We reserve the right to increase the amount of deposits and/or pre-payments should there be a negative change in your financial status, even if credit had previously been approved. If advance payments or deposits are not paid on a timely basis, the Hotel will have the right, at our option, to consider the Agreement cancelled and we will be entitled to cancellation damages as provided in this Agreement.
3. If you are paying by credit card, we request that you provide us with your credit card information at the time of your Event so that we may charge the credit card account at departure. If any charges are disputed, you agree to provide us with an itemized list of disputed charges so that we may charge the undisputed charges to the credit card account immediately and the remainder will be charged upon resolution.
4. If payment of all undisputed charges is not received within thirty (30) days after your receipt of the final invoice, a finance charge of 1.5% per month, or the maximum amount allowed by law, whichever is less, will accrue on the unpaid, undisputed amount, commencing on the date of receipt of the final invoice. You will submit to us an itemized list of any disputed charges within fifteen (15) days of receipt of the final invoice, or else all disputes are waived. If any charges are disputed, all undisputed amounts will be paid within thirty (30) days and the parties agree to work in good faith to resolve the disputed invoiced charges in a timely manner, and you agree to pay the remainder immediately upon resolution of the dispute.

**Guest Payment Arrangements:** Room and tax will be billed to the group's master account. Incidental charges will be paid by individuals, these charges must be paid in full prior to the guest's departure, with individual credit being established upon check-in.

Group shall be solely and fully responsible for informing Group's attendees of all applicable daily service fees, as such fees are separate and distinct from the sleeping room rate and applicable taxes. Should any attendee object to paying for an automatic charge [such as a fee and taxes (if any) thereon, etc.] on the basis of inadequate notice of the fee, the fees to which such guest objects shall be posted to the Group's Master Account. The Hotel will endeavor to advise guests who make reservations directly with the Hotel of applicable service fees.

**Successors And Assigns:** The sleeping rooms contracted in the Agreement are for your exclusive use. You may not re-sell reservations. If we become aware of any violation of this section, we may immediately terminate the Agreement without incurring any liability to you for contracted rooms or rates and you will be responsible for any damages resulting from the cancellation as set forth herein.

**Impossibility:** Neither party shall be responsible for failure to perform this Agreement if unanticipated circumstances beyond their reasonable control (including, but not limited to: acts of God; terrorist attacks in the city in which Hotel is located; or declared war in the United States) make it illegal or impossible for the Hotel to hold the Event. The affected party may terminate this Agreement without liability upon written notice to the other party within ten (10) days of the occurrence.

**Indemnification:** Each party hereby agrees to indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action resulting from the gross negligence or misconduct of such party or its respective officers, directors, employees, agents, contractors, members or participants (as applicable), provided such individuals are acting within the scope of their employment.

**Governing Law:** This contract is made and to be performed in the city and state in which the Hotel is located and shall be governed by and construed in accordance with city and state law. Group consents to the exercise of personal jurisdiction over it by the courts of the State in which the hotel is located and agrees that all litigation regarding this contract shall be brought and maintained only in the courts of the state the Hotel is located. In the event of litigation arising from or associated with this contract, the parties agree that the prevailing party therein shall recover its attorneys' fees and all litigation expenses, charges and costs incurred therein. Additionally, should the Hotel, in its sole discretion, deem collection action necessary, whether prior to, during or subsequent to litigation, the entire cost of collection, including attorneys' fees, costs, shall be paid by Group.

**Entire Agreement:** This Agreement, together with the Standard Terms and Conditions (attached hereto and incorporated herein by reference), the above-referenced **Additional Terms and Conditions**, 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 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 Agreement, all provisions reserved on your behalf will be *confirmed* and therefore subject to the terms of this Agreement.

The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign.

**ACCEPTED AND AGREED TO:**

Group Contact: Yang Miao Miao

HOTEL: Hotel Indigo Williamsburg-Brooklyn

By Ryan Ocker  
Title: Director of Sales & Marketing

By: 杨苗苗  
Signature of Group Contact,  
Yang Miao Miao  
Name: 杨苗苗  
Name of Group Contact  
Yang Miao Miao  
Dated: 2019.9.9.

By: \_\_\_\_\_  
Signature of Hotel Contact, Ryan Ocker  
Name: \_\_\_\_\_  
Name of Hotel Contact  
Dated: \_\_\_\_\_