

## FULL CANCELLATION/PARTIAL CANCELLATION

Client has the possibility to cancel part or total of reservation, in that case the conditions applicable will be as describe below.

### • FULL CANCELLATION

Should you cancel your Event for any reason, including changing your meeting/function site to another hotel, then at the same time that you deliver your notice of cancellation to us, you also agree to pay us the applicable full cancellation damages, plus applicable national and local taxes. The full cancellation damages represent a percentage of the Total Anticipated Revenue for your Event (Vat included), and the applicable payment is determined by based on the date that we receive your notice of cancellation. The schedule of full cancellation damages applicable for your Event is as follow :

<u>Cancellation date</u>	<u>% of fee charged</u>
From signature to 365 days before the event	35% of the total amount
365 days to 180 days before the event	50% of the total amount
180 days to 90 days before the event	75% of the total amount
90 days or less before the event	90% of the total amount
30 days or less before the event	100% of the total amount

All notices of cancellation must be in writing and will take effect from the date of our receipt of both your notice and the applicable cancellation damages. We may, in our sole discretion, 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 being owed.

Should you wish to confirm the accurate calculation of the applicable cancellation damages payment, you may contact us and request that we prepare a statement detailing the applicable cancellation damages payment, plus applicable national and local taxes. We will subtract any advance payments and deposits previously paid by you to us.

In addition to the full cancellation damages due under this clause, you must reimburse us for any expenditure incurred by us in respect of any cancelled booking, including (but not limited to) any costs, charges or penalties as a result of having to make consequential cancellation of our own arrangements with third parties in relation to your cancelled Event.

### • PARTIAL CANCELLATION

## ACCOMMODATION

For any room block reduction between the signature date and the indicated date below, no cancellation fees will be apply.

The percentages below are not applicable on a cumulative basis.

<u>Number of day before the arrival date</u>	<u>% of free cancellation</u>
365 days before the event	50% of the contracted room block per day and per room category
365 days to 181 days before the event	35% of the contracted room block per day and per room category
180 days to 91 days before the event	20% of the contracted room block per day and per room category
90 days to 61 days before the event	15% of the contracted room block per day and per room category
60 days to 5 days before the event	5% of the contracted room block per day and per room category
4 days or less before the event	0% of the contracted room block per day and per room category

In case of a reduction in your needs of accommodations above the percentage mentioned above, you will need to pay the hotel cancellation fees equal to the difference between the daily original block percentage by category of room and the percentage of reduction of the original block by category of room that you have confirmed, calculated for each category of room.

Availability and rates proposed in terms of F&B and meeting rooms are contractually linked to the number of bedrooms originally booked. In case of substantial cancellation, the hotel will not guarantee availability in terms of meeting spaces availability.

## MEETING & BANQUETING

If the Event is held, but we do not realize the Total Anticipated Revenue from your Event, whether due to reduction in size of your meeting, drop in attendance, change in F&B functions or otherwise, you agree to pay to us reasonable liquidated damages, plus applicable national and local taxes, for your lack of performance.

For any meeting room or food & beverage reduction between the signature date and the indicated date below, no cancellation fees will be apply. Above the below %, any cancellation will be charged.

The percentages below are not applicable on a cumulative basis.

<u>Number of day before the arrival date</u>	<u>% of free cancellation</u>
365 days before the event	50% of the contracted amount
365 days to 181 days before the event	35% of the contracted amount
180 days to 91 days before the event	20% of the contracted amount
90 days to 61 days before the event	15% of the contracted amount
60 days to 5 days before the event	5% of the contracted amount
4 days or less before the event	0% of the contracted amount

We reserve the right to assign alternate meeting/function space commensurate with your reduced space needs as indicated by your attendees' requests for bedroom assignments. In that case, the Hotel will inform the client.

### EARLY CHECK IN FEE

We will charge an early check-in fee equal to the number of nights no used.

### UNAVAILABILITY OF BEDROOM

The parties agree that, because of unpredictable circumstances, the hotel can no longer have rooms left for all the guests that want to book for a determined night. The hotel will reasonably try to avoid this sort of situation to damage a guest, but in the case, the hotel cannot accommodate a client that has a confirmed reservation, the hotel will provide:

- A room in a comparable hotel as close as possible, for each night where the guest is moved from the hotel.
- Transportation from the hotel and to the removed hotel.
- The hotel will do all the necessary to provide the guest its mail and messages to the removed hotel.
- In case a room gets available and the guest does not wish to return to the hotel, the hotel will no longer have obligation as of this clause.

### CONDUCT OF EVENT

To the fullest extent permitted by law, you assume full responsibility for the conduct of all persons in attendance at your Event and liability for loss and/or any damage done to any part of our Hotel premises during the time of your Event caused by your employees and temporary workers, agents, contractors, sub-contractors, as well as by attendees of the Event.

For the safety of persons and property, no fireworks or incendiary devices may be used indoors at the Hotel. You also agree that your Event will not create any unreasonable disturbance to other guests or meetings, such as excessive noise, smoke or fog machines, dry ice, confetti cannons, candles, incense, or any activity that generates offensive smells. We reserve the right to end your Event functions immediately if you do not comply with our reasonable request to reduce or eliminate any such disturbance, in which case you will remain responsible for payment of all contracted charges related to your Event and no refunds will be issued to you by us.

### COMPLIANCE WITH LAW

You agree to comply with all applicable laws and regulations, including without limitation, health and safety codes, anti-terrorism, anti-corruption, anti-money laundering laws and regulations, and fire regulations. You agree to cooperate with us and any relevant government authority to ensure compliance with such laws and regulations. In case of doubt with respect to fire regulations, we may require that you obtain at your expense a certificate of compliance from the local fire authorities.

### OUTSIDE FOOD AND BEVERAGE

You may not bring any outside food or drink into our Hotel for use during your functions/meetings, unless agreed by us in writing and in advance of the Event.

### COMPLIANCE WITH LEGISLATION

The Client solemnly undertakes to comply with the provisions of Articles L.310-2, R-310.8 and R310.9 of the French Commercial Code. The Client warrants that it will take all legal measures to ensure its full and complete compliance with the legislation applicable to sales from temporary premises, so that the Hotel may not be held liable for any lack of information in this regard, and may not be held to be complicit in the event of a breach by the Client.

## **OUTSIDE CONTRACTORS**

Should you elect to utilize outside contractors or subcontractors on our Hotel premises during your Event, you must notify us of your intention to use such providers at least 30 calendar days before your Arrival Date.

Your outside contractors must adhere to our reasonable rules (including but not limited to health and safety regulations and rules). We reserve the right, at our sole discretion, to require any outside contractor to be removed from our Hotel premises should the outside contractor fail to abide by our rules or applicable laws and regulations.

In our sole discretion, we may require that your outside contractors (i) sign a hold harmless, indemnification and insurance agreement in the form currently in use at the Hotel for similar outside contractors, and (ii) provide proof of insurance in amounts acceptable to us (amounts and types of insurance to be determined in our sole discretion based on the type of services the outside contractor will be providing) before the outside contractor will be allowed to provide services on our Hotel premises.

We reserve the right to charge additional fees based on your specific needs, including but not limited to, labor surcharge for audio/visual and electrical requirements, banner hanging, sign making, and electrical power. Should you require any rigging services for your Event, all such services must be arranged through the in-house audio/visual provider of the Hotel and you will be responsible for all associated costs.

## **CANCELLATION BY THE HOTEL**

The hotel can cancel the reservation if the hotel discovers that the financial situation of the client has been degraded as much as the hotel reasonably consider that the client can be in the incapacity of fulfill its obligation in application of the terms and conditions of this contract;

Apart from the clause of Force Majeure below, the hotel reserves the right to cancel or replace, by another space of equal suitability, the space of the client for its Event (either at the hotel or in a comparable place), for any operational, sale, objective or other reason that requires in good faith the cancellation or displace of the reservation.

## **RESPONSABILITY AND INSURANCE**

You will obtain and keep in force the appropriate insurance reasonably commensurate with all activities arising from or connected to your Event, including, but not limited to, insurance affording coverage for public liability and property damage. Upon request, you agree to provide us with a certificate or proof of such insurance.

Please note that obtaining and maintaining appropriate insurance protects you by providing coverage to you by paying the Hotel for damages that occur during your Event and which you would otherwise be required to pay under the indemnification clause. For informational purposes only, single event insurance (sometimes called "private event insurance" or "special event insurance") may be available for purchase at reasonable rates, including from reputable online insurance providers. When purchasing single event insurance, you should select public liability and property damage coverage.

You may, at your option, purchase insurance to cover your personal property, including decorations, special objects and other property. We have no insurance for, and to the fullest extent permitted by applicable law, we shall not be responsible for, any damage to or loss of your property. You accept the responsibility to insure the mentioned property.

## **PROMOTIONAL CONSIDERATIONS**

We have the right to review and approve any advertisements or promotional materials in connection with your Event that specifically reference the name of the Hotel. You agree that we may share your Event and Planner information with our third party providers who offer support services to groups holding meetings/functions at our Hotel, including audio/visual services, decorators, florists, and others.

## **SECURITY**

If required, in our sole discretion, in order to maintain adequate security measures in light of the size and/or nature of your Event, you will provide, at your expense, security personnel supplied by a reputable licensed security agency doing business in the jurisdiction in which we are located, which agency will be subject to our prior approval. Such security personnel may not carry weapons and shall comply with local laws applicable to such security personnel.

In our sole discretion, we may require that your security agency (i) sign a hold harmless, indemnification and insurance agreement in the form currently in use at the Hotel for security agencies, and (ii) provide proof of insurance in amounts acceptable to us before the security personnel will be allowed to provide services on our Hotel premises.

## **CANCELLATION FOR CLAUSE**

In addition to any other legal rights and remedies available to us under applicable laws, we may cancel your Event and this agreement without liability under any of the following circumstances:

-If we become aware of any deterioration in your financial situation such that we reasonably consider that you may not be in a position to fulfil your express obligations under the terms of this agreement.

-If advance payments or deposits are not paid on a timely basis.

-If you, or any of your employees, agents, sub-contractors or officers, commit any illegal act, or act in such a way as is likely to adversely affect the reputation of the Hotel.

For other reasons if we reasonably believe it is necessary to do so in order for us to comply with our obligations under applicable laws or regulations, including (but not limited to) if you are added to any restricted party listings as described in the preceding clause. In the event that we cancel your Event for cause as provided for under this clause, then we will be entitled to the Event cancellation damages as provided in the agreement.

## **IMPOSSIBILITY**

Neither party shall be responsible for failure to perform this agreement if circumstances beyond their reasonable control (including, but not limited to, acts of God, governmental authority, declared war in the country in which the Hotel is located, or terrorist attacks in the country in which the Hotel is located) make it illegal or impossible for us to hold the Event ("Force Majeure"). The affected party may terminate this agreement without liability upon providing written notice to the other party within ten (10) days of any such occurrence.

If the Event is properly cancelled by you due to a valid Impossibility occurrence as described above ("Force Majeure"), then upon your written request, we agree to refund to you all prepaid deposits or advance payments paid by you to us without penalty, less any expenses we have incurred in preparation for the Event.

## **INDEMNIFICATION**

To the fullest extent permitted by law, you shall at all times be liable for, indemnify, defend and hold harmless the Hotel (together with their respective owners, managers, partners, subsidiaries, affiliates, officers, directors, employees, servants and agents) (collectively, the "Hotel Indemnified Parties") from and against any and all claims, liability, losses or damages to persons or property, governmental charges or fines, penalties, costs, legal costs, professional and other expenses of any nature whatsoever (collectively, "Claim(s)") incurred or suffered by the Hotel Indemnified Parties, arising out of or in any way connected with your Event including, but not limited to, Claims arising out of the negligence or willful misconduct of your employees, agents, contractors, and attendees; provided, however, that nothing in this indemnification shall require you to indemnify the Hotel Indemnified Parties for that portion of any Claim arising out of the sole negligence or willful misconduct of the Hotel Indemnified Parties.

## **LIMIT OF LIABILITY**

Nothing in this agreement is intended nor shall it be construed as an attempt by any party to exclude or limit its liability for any liability which cannot be excluded or limited under applicable law, including without limitation its liability for death or personal injury caused by its negligence or for its fraud or misrepresentation.

Notwithstanding any other term of this agreement, our aggregate liability arising out of or related to this agreement, whether for breach of contract, warranty or undertaking or under any indemnity, in tort, for negligence or otherwise shall not at any time exceed the Total Anticipated Revenue as set out in the Event Agreement.

## **SUCCESSORS AND ASSIGNS**

The commitments made by you will be binding on your successors and assigns. In the event that you assign, sell, convey, pledge or otherwise dispose of all or substantially all of your assets (collectively referred to as an "assignment"), by operation of law or otherwise, this agreement and the obligations herein must also be assigned to and assumed by the successor organization, subject to our approval. In the event such an assignment is contemplated, and at least 30 days in advance of the planned close of the assignment transaction, you agree to notify us of the entities involved. We will thereafter have 20 days in which to notify you whether such intended assignment is approved.

Further, the facilities contracted in the Event Agreement, including the bedrooms and meeting rooms, are for your exclusive use. You acknowledge and agree that this agreement does not otherwise permit you to sell or re-sell any of our facilities in any way.

## **MISCELLANEOUS**

The parties agree that for purposes of this agreement and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by email with a scanned document with signature attached or by facsimile transmission will be considered as enforceable and valid as an original signature by the party signing.

The effective date of communications between the parties will be determined as follows: (1) Communications sent by courier will be effective as of the date of receipt as evidenced by the courier company; (2) Communications sent by first class mail (or local equivalent), recorded delivery or registered post shall be effective as of 9:30 a.m. on the second clear day after the date of posting; (3) Communications sent via facsimile will be considered effective as of the date and time on the facsimile confirmation sheet retained by the sender; and (4) Communications sent by email will be effective as of the date sent.

Any provision in this agreement that is held to be illegal or unenforceable in any jurisdiction shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions of this agreement, and any such illegal or unenforceable provision shall be deemed to be restated to reflect as nearly as possible to the original intentions of the parties in accordance with applicable law. The failure by a party to enforce any term or condition of this agreement does not waive that party's right to enforce that or any other term or condition at any time.