



Sheraton®

NHA TRANG HOTEL & SPA

**Agreement between SHERATON NHA TRANG HOTEL & SPA and
CONVERGENT INTERNATIONAL TRAVEL DEVELOPMENT COMPANY**

**Customer
Convergent International Travel Development
Company**

Room 909, 638 Huangpudadao West, Tianhe District
Guangzhou, Canton, China
Mobile: +84 1693977331

Mr. Chris Wang
Product & Contracting Director - Vietnam

**Hotel
SHERATON NHA TRANG HOTEL & SPA**

26 – 28 Tran Phu, Loc Tho Ward
Nha Trang City, Khanh Hoa, Vietnam
Phone: 84 58 388 0000
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Vo Thi Dieu Trang
Senior Account Manager

RE: Convergent International Travel – Allotment contract 10 Mar – 30 June 2018

Accommodation Dates: Saturday 10 Mar 2018 – Saturday 30 June 2018

Guest Rooms: This Agreement applies to the following block of guest rooms (the “Room Block”):

Period	Booking Type	Deluxe Ocean View (King/Twin)	Total Room Nights
10 Mar – 30 June 2018, inclusive	Allotment	05 rooms per day	550

Total Guest Room Night Commitment:

100 room nights for 10 – 31 Mar 2018

150 room nights each month for April; May and June 2018

Group's total guest room night commitment is **550** Room Nights.

Cut-off Date: The “cut-off date” for reserving rooms in the Room Block is 17:00 p.m. local time at Hotel on **07 March 2017**. After the cut-off date, it is at Hotel's discretion whether to accept additional reservations, which will be subject to prevailing rates and availability. Failure to reserve rooms in the Room Block prior to the cut-off date does not reduce Group's total guest room night commitment and does not impact the “Attrition” or “Cancellation” provisions below.

Rates: Hotel will provide the guest room rates below for the Room Block (the “**Rates**”):

Period of stay	Room rate	
	10 Mar – 19 June 2018, Inclusive	20 June – 30 June 2018 27 Apr – 3 May 2018, Inclusive
Deluxe Ocean View	USD120nett	USD162nett
Premium Deluxe Ocean View	USD145nett	USD187nett

Club Ocean view	USD180nett	USD222nett
Junior Suite Ocean View	USD240nett	USD282nett
Executive Suite Ocean View	USD340nett	USD382nett

Room rates are nett rates, per room per night, inclusive of tax and service charge and non-commissionable, inclusive of daily breakfast for 02 persons, using gym, pool, sauna, steam bath and Jacuzzi and basic Internet in-room.

Room rates are available for minimum stay of 2 consecutive nights, maximum 10% on total commitment room nights of each month can be booked with 1 night stay (10 room nights for March 2018 and 15 room nights per month for April – June 2018).

Room rates are applied for allotment with minimum 05 rooms per night from 10 Mar – 30 June 2018, inclusive, any room over the Room Block, subject to availability of guest rooms at the time of reservation.

Extra bed is at VND970,000nett/extra bed/night for extra bed in Deluxe Ocean View room.

Rooms with King size bed – Maximum room occupancy is 02 adults & 01 child aged below 12 years old. Only one extra bed is allowed per King Room.

Twin rooms – Not possible to put extra bed

Additional charge for Breakfast for additional person

- Adult: VND480,000nett/person
- Children from 03 – under 12 years old: VND240,000nett/person
- Children under 03 year old: Free of charge

Early Departure Fee: An early departure fee of full charge for the shorten nights will apply if a Group attendee checks out prior to the confirmed checkout date.

Check-in and Check-out Time: Check-in time is **15:00 hours** check-out time is **12:00 hours**. All guests arriving before 15:00 hours will be accommodated as rooms become available. Baggage may be checked-in for those arriving early if rooms are unavailable.

Smoking policy: Smoking is not permitted in non-smoking room, any guest who smokes will be required to pay a fee of VND4,300,000nett for cleaning.

All our meeting rooms are non-smoking rooms and smoking is not permitted in non-smoking room, any guest who smokes will be required to pay a fee of VND50,000,000nett.

Minimum Revenue: This Agreement will generate revenue for Hotel from a variety of sources, including guest rooms, and charges for ancillary services. The minimum revenue anticipated by Hotel under this Agreement (including taxes and other charges) is:

Minimum Guest Room Revenue: 515 Deluxe Room nights x USD120nett = USD61,800nett 35 Deluxe Room nights x USD162nett = USD5,670nett
Total Minimum Revenue: USD67,470nett

If Group does not fulfill all of its commitments or cancels this Agreement, Group agrees that Hotel will suffer damages that will be difficult to determine. The “Attrition” and “Cancellation” provisions below provide for liquidated damages agreed upon by the parties as a reasonable estimate of Hotel's losses and do not constitute a penalty of any kind.

Attrition: Applied for whole period from 10 Mar – 30 June 2018, inclusive

Hotel accept the minimum 3 rooms and maximum 7 rooms materialized per day. Only 2 rooms in total 5 allotment rooms can be cancelled for each day without charge to move to other days.

Any room nights cancelled in total 550 commitment room nights will be applied full charge.

Cancellation: If Group cancels this Agreement, Group will provide written notice to Hotel, accompanied (except in the case of a Force Majeure) by payment of the amounts indicated below:

Applied for whole period from 10 Mar – 30 June 2018, inclusive

Initial confirmation deposit	Non refundable and forfeited
From the Agreement Date to 60 days prior to each arrival day	100% of Total Minimum Revenue = USD66,000nett

The parties agree that the amounts included in this Cancellation clause are reasonable estimates of the losses that would be incurred by Hotel and factor in Hotel's ability to mitigate its losses through resale.

Payment Options: Payment will be made as indicated below.

Please check applicable option.

Guest rooms (including taxes and automatic or mandatory charges):	<input checked="" type="checkbox"/> Group	<input type="checkbox"/> Guests
Event Food & Beverage (including taxes, service charges and administrative charges)	<input checked="" type="checkbox"/> Group	<input type="checkbox"/> Guests
Incidental charges:	<input type="checkbox"/> Group	<input checked="" type="checkbox"/> Guests

Master Account: Hotel will set up a "Master Account" for Group for payment of charges under this Agreement. Group must review all charges billed to the Master Account to ensure accurate billing.

Deposit Schedule:

Applied for the whole group

Total Minimum Revenue for March 2018: USD12,000nett by 8 March 2018

Total Minimum Revenue for April 2018: USD18,840nett by 23 March 2018

Total Minimum Revenue for May 2018: USD18,630nett by 23 April 2018

Total Minimum Revenue for June 2018: USD18,000nett by 23 May 2018

For additional charges paid by **CONVERGENT INTERNATIONAL TRAVEL DEVELOPMENT COMPANY** such as: additional rooms, extra bed, extra breakfast, extra dinner etc **CONVERGENT INTERNATIONAL TRAVEL DEVELOPMENT COMPANY** is requested to transfer floating deposit for Hotel with the amount of **USD15,000nett** for each month latest 07 days prior start date of every month. Hotel will settle incidental charges of all arrivals of each month directly on this amount. If floating deposit is not deducted all after the last arrival of this charter, Hotel will refund the rest amount to **CONVERGENT INTERNATIONAL TRAVEL DEVELOPMENT COMPANY**. Guest will pay for individual incidental charges of their stay.

Bank details/ Thông tin ngân hàng:

Account name :	EAST OCEAN REAL ESTATE AND TOURIST JSC
Address:	26-28 Tran Phu Street, Nha Trang city, Khanh Hoa Province, Vietnam.
Bank name :	Joint Stock Commercial Bank for Foreign Trade of Vietnam – Khanh Hoa Branch. (Vietcombank Khanh Hoa)
Bank address:	17 Quang Trung, Nha Trang, Khanh Hoa, Viet Nam.
Swift code :	BFTVVNVX006
Account number :	USD: 006 137 1020314

Payment: Unless direct billing has been established, Group will pay the estimated amount of the Master Account as shown on the deposit schedule. Group will advise Hotel of its expected method of payment of the Master Account at least 60 days in advance of **Saturday 10 March 2018**.

Security: Hotel does not provide security in the event and function space and all personal property left in the event or function space is at the sole risk of the owner. Group will advise its attendees that they are responsible for safekeeping of their personal property. Hotel may reasonably require Group to retain security personnel in order to safeguard guests or property in Hotel. Security personnel are not authorized to carry firearms without advance Hotel approval.

Ancillary Services: Hotel may provide, or contract with third parties to provide, ancillary services (e.g., A/V, drayage, florists, exhibitors) to Group for additional charges. Group may use its own vendors for such services provided that Group's proposed vendors meet minimum standards established by Hotel, including insurance and indemnification requirements. With respect to audiovisual services, Group will inform Hotel of its decision to bring its own vendor at least 60 days prior to **Saturday 10 Mar 2018**, and will sign, and have its audiovisual vendor sign, an acknowledgement of Hotel's Audiovisual Service Standards at least 45 days prior to **Saturday 10 Mar 2018**.

Relocation: If any guest room reservation cannot be accommodated by Hotel, Hotel will provide: (1) accommodations at a comparable Hotel reasonably nearby at no charge for the first night; (2) one complimentary round trip ground transportation between Hotel and the alternate hotel for each day the guest is displaced; (3) one 5 minute phone call and necessary arrangements for forwarding of the displaced guest's telephone messages and mail; (4) an offer to relocate the displaced guest back to the first available guest room; (5) upgraded accommodations at Hotel upon return (if available) and a welcome expression from the General Manager; and (6) credit to Room Block for any nights that guests are displaced.

Disclosure: Group will be responsible for determining to whom it needs to disclose any terms of this Agreement, including any commission or rebate that it may receive. Group will disclose to all Group attendees the type and amount of all automatic and mandatory charges that will be charged to them by Hotel.

Laws and Policies: Each party will comply with all applicable federal, state and local laws (including the local equivalent of the Americans with Disabilities Act, if any) and Hotel rules and policies. Group will be responsible for providing its disabled members with auxiliary aids in connection with any Group events or activities. Upon Group's reasonable request, Hotel will use reasonable endeavors to cooperate with Group to provide services on behalf of Group's disabled attendees.

Privacy: Group will obtain all necessary rights and permissions prior to providing any personally identifiable information ("PII") to Hotel, including all rights and permissions required for Hotel, Starwood Hotels & Resorts Worldwide, Inc. ("Starwood"), Starwood affiliates, and service providers to use and transfer the PII to locations both within and outside the point of collection (including but not limited to the United States) in accordance with Starwood's privacy statement () and applicable law.

Confidential Information: Group and Hotel will each take reasonable steps to keep all confidential information provided by the other party confidential and to identify information as confidential when shared. Confidential information will not include: (1) information that is publicly available; (2) PII, which will be handled by the parties in accordance with the "Privacy" provision above; or (3) information that is left or discarded in event rooms, public space or guest rooms.

Insurance: Each party will maintain insurance sufficient to cover any claims or liabilities which may reasonably arise out of or relate to its obligations under this Agreement and will provide evidence of such insurance to the other party upon request.

Indemnification: Each party will indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims resulting from its breach of this Agreement or the negligence, gross negligence or intentional misconduct of such party or its officers, directors, employees, agents, contractors, members, or participants. Neither party will be liable for punitive damages.

Dispute Resolution: The parties will resolve any claim or dispute arising out of or relating to this Agreement through binding arbitration before one arbitrator. The arbitration will be conducted in accordance with the rules of the Vietnam International Arbitration Centre in Vietnam, with all proceedings conducted in English or Vietnamese, and the law of Vietnam, will be the governing law. In any arbitration or litigation arising out of or relating to this Agreement or the enforcement of any arbitration award, the prevailing party will recover attorneys' fees and costs including expert witness and arbitration fees and pre- and post-judgment interest. Each party will be responsible for attorneys' fees and interest associated with the other party's efforts to collect monies owed under this Agreement. Notwithstanding anything to the contrary, the parties shall have the right to seek any interim, provisional or conservatory measures, such as preliminary injunctive relief and temporary restraining orders, in any court of competent jurisdiction.

Force Majeure: If acts of God or government authorities, natural disasters, or other emergencies beyond a party's reasonable control make it illegal or impossible for such party to perform its obligations under this Agreement, such party may terminate this Agreement upon written notice to the other party without liability.

Notice: Any notice required or permitted by the terms of this Agreement must be in writing.

Assignment: Group may not assign or delegate its rights or duties under this Agreement without Hotel's prior approval.

Severability: If any provision of this Agreement is held to be invalid or unenforceable that provision will be eliminated or limited to the minimum extent possible, and the remainder of the Agreement will have full force and effect.

Waiver: If either party agrees to waive its right to enforce any term of this Agreement, it does not waive its right to enforce any other terms of this Agreement.

Appendix: The appendix below is one inseparable part of Agreement between Group and Hotel and is valid after signing.

Booking Status: No accommodation rooms and/or function space have been reserved on your behalf. To confirm the accommodation rooms, please reply to us in writing by **Wednesday 07 Mar 2018**.

Convergent International Travel Development Company
Allotment contract 10 Mar – 30 June 2018
Saturday 10 Mar 2018 – Saturday 30 June 2018

Agreement constitutes the entire agreement between the parties, supersedes all other written and oral agreements between the parties concerning its subject matter, and may not be amended except in writing signed by Hotel and Group.

ACCEPTED AND AGREED TO:

**CONVERGENT INTERNATIONAL TRAVEL DEVELOPMENT
COMPANY**

SHERATON NHA TRANG HOTEL & SPA



By _____

Mandy Tran Thi My Dung

Title _____

Director of Sales and Marketing



Monica Vo Thi Dieu Trang
Senior Account Manager
07 Mar 2018

**APPENDIX A
FOR
Convergent International Travel – Allotment contract 10 Mar – 30 June 2018**

PRICING

Accommodation	No of Nights	No. of Room Nights	Unit Price (USD)	Sub – Total (USD)
10 Mar – 30 June 2018, inclusive				
Deluxe Ocean View King/Twin	106	515	120	61,800nett
Deluxe Ocean View King/Twin	07	35	162	5,670nett
Floating Deposit				15,000nett
Grand Total (after 5% service charge and 10% value added tax)				82,470nett

Rate Information

General:

Rates are quoted in USD

Taxes and Levies:

Rates are inclusive of service charge and VAT, total 15.