

CONTRACT AGREEMENT

HongKong Convergent International Travel Development Co.,Ltd
January 22-February 3, 2020

1st Revision

November 20, 2019

Ms. Candy Liu
Product Director

HongKong Convergent International Travel Development Co.,Ltd
Sinocentre1403b,582NathanRoad,MongKok,HongKong,
Telephone No: +86 1369 494 3267
Email Add: candy.liu@huizhi-intl.com

Dear Ms. Liu:

Thank you for selecting our property as the venue for your group this coming **January 22-February 3, 2020**. This document sets out the terms and conditions of the agreement between **JPARK ISLAND RESORT AND WATERPARK, CEBU** and **HONGKONG CONVERGENT INTERNATIONAL TRAVEL DEVELOPMENT CO. LTD.**

1. HARD BLOCK ROOMS

| ROOM CATEGORY | 22-Jan | 23-Jan | 24-Jan | 25-Jan | 26-Jan | 27-Jan | 28-Jan | 29-Jan | 30-Jan | 31-Jan |
|--------------------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|----------|
| Deluxe Room | 5 | 5 | 5 | 15 | 15 | 15 | 15 | 15 | 15 | 5 |
| Deluxe Ocean | - | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | - |
| Total Rooms | 5 | 15 | 15 | 25 | 25 | 25 | 25 | 25 | 25 | 5 |

| ROOM CATEGORY | 1-Aug | 2-Aug | 3-Aug |
|---------------|-------|-------|-------|
| Deluxe Room | 5 | 5 | OUT |

1.1. Group Rate

| ROOM CATEGORY | GROUP RATE |
|----------------|------------|
| Deluxe Room | 7,700.00 |
| Deluxe Ocean | 8,700.00 |
| Extra Person | 2,000.00 |
| Extra Bed ONLY | 1,000.00 |

1.2. Inclusions:

- Above rates are inclusive of 10% service charge.
- Buffet Breakfast for 2 persons
- Complimentary welcome drinks and cold towels
- Complimentary rental of Snorkeling Equipment
- Complimentary internet from the Guest Room
- Entrance to the 'Waterpark facilities
- Entrance to the Gym and free towel rental per person

1.3. Conditions:

- Room Rates are non - commissionable.
- Extra person and extra bed charge is at **PHP 2,000 net**, inclusive of Buffet Breakfast, taxes and service charge.
- Personal incidental deposit will be required at PHP 5,000 net per person upon check – in or arrival. *(waived but will pull-out mini bar)*

1.4. SEASONALITY & SURCHARGE

- Minimum stay of two (2) nights for Asia, Japan and Other Market, three (3) nights for Korea Market during below period with applicable surcharge:

| High Season | Dates | Rate |
|------------------------------|--------------------------------------|--------------|
| Christmas, All Market | December 24 - 27, 2019 | Php 2,250.00 |
| Winter, Korea Market | January 03 - February 29, 2020 | Php 2,250.00 |
| Chinese New Year, All Market | January 22 - 26, 2020 | Php 2,250.00 |
| Peak Season | Dates | Rate |
| Chuseok, Korea Market | September 11 - 15, 2019 | Php 4,500.00 |
| New Year, All Market | December 28, 2019 – January 02, 2020 | Php 4,500.00 |

1.5. GROUP CONTROL PROCEDURE

The hotel requires the organizer to provide the Final Room List 3 days before the group arrival. Room List shall include the following:

- Full Name of all the attendees.
- Arrival/departure dates
- Flight Details
- Room Category and bed preference
- Country of residence
- Passport Number for foreign attendees
- E-mail Address
- Designation
- Special requirements (i.e. Vegetarian)

Additional room reservation from the original Room Block will be subject to availability.

2. CHECK – IN CHECK – OUT TIMES:

Check-in time is 2:00 p.m. and check-out time is 12 noon. Arrivals before 2:00 p.m. and departure after 12 noon will be subject to room availability basis. Please note that there will be a late check-out charge from 1:00pm to 6:00pm based on a half a day charge at 50% of the above quoted rates. Check-out after 6:00pm will be charged at 100% of the offered rates.

3. GENERAL CANCELLATION POLICIES ON GUARANTEED ROOM ACCOMMODATIONS

The following Cancellation Schedule and Charges shall apply to all cancellations of **GUARANTEED Room Accommodations** with signed contracts:

- Guaranteed room accommodation bookings cancelled after the contract is signed, 100% of the guaranteed deposit or full payment will be forfeited
- NO SHOW** on agreed arrival date shall be charged in full equivalent to the total number of room nights guarantee in favor of the Hotel.

4. ESTIMATED CHARGES

Jan 22-Feb 3, 2020

| | | | | | | |
|--------------------------------|----------|---|-----|-------------|-----|------------|
| Deluxe Room | 7,700.00 | x | 120 | room nights | Php | 924,000.00 |
| Deluxe Ocean | 8,700.00 | x | 80 | room nights | Php | 696,000.00 |
| Surcharge for Chinese New Year | 2,250.00 | x | 85 | room nights | Php | 191,250.00 |

| | | |
|--------------------------------------|------------|----------------------|
| Total Estimated Room Charches | Php | 1,811,250.00 |
| <i>Less payment OR # 207231</i> | <i>Php</i> | <i>-1,025,250.00</i> |

| | | |
|--------------------------------|------------|-------------------|
| TOTAL REMAINING BALANCE | PHP | 786,000.00 |
|--------------------------------|------------|-------------------|

5. BILLING ARRANGEMENT

Upon signing this agreement, the Organizer shall deposit on or before **November 25, 2019** with the Hotel, **full payment (100%) of total expected charges inclusive of taxes and service charges**, in the form of a bank draft or via telegraphic transfer to the following bank account, with a copy of a bank transfer slip forwarded to us by fax at +63 32 4945272 or 4945246 or by email at finance@jparkislandresort.com.

Metrobank

Account Name: Phil. BXT Corp.
(Peso Account #) 401-7-401-00628-8
(Dollar Account #) 401-2-401-00388-0
Swift Code MBTCPHMM

Banco de Oro (BDO)

Account Name: Phil. BXT Corp.
(Peso Account #) 6140-379-880
(Dollar Account #) 6140-478-587
Swift Code BNORPHMM

Bank of the Philippine Island (BPI)

Account Name: Phil. BXT Corp.
(Peso Account #): 2945-0668-84
(Dollar Account #): 2944-014-104
Swift Code BOIPHMM




Or thru credit card by accomplishing the Credit Card Authorization form attached in this contract.

Deposits are non-refundable and non-transferrable.

Final all guaranteed room bookings on or before November 20, 2019.

Balance of the total incurred event related expenses inclusive of taxes and service charges will be settled on date of Event.

5.1. Account Settlement

Failure to comply with the agreed terms of account settlement stated in the contract, the HOTEL shall charge an additional (10%) to the outstanding balance of the CLIENT. Should the payment be enforced by court action, the CLIENT shall pay an additional (25%) of the money judgment by way of attorney's fee.

5.2. Master Bill

Meetings, Dinner and Function Room Rental charges incurred by the group or guests booked and duly approved by the authorized signatory/signatories are to be charged to **HONGKONG CONVERGENT INTERNATIONAL TRAVEL DEVELOPMENT CO. LTD.** group master folio.

For other charges (e.g. room w/breakfast, additional room, etc.) not included in the Master Folio will be charged to guests' individual account.

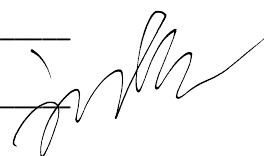
5.3. Individual Guests Accounts

All incidental bills (such as dinner, laundry, in-room dining, mini-bar, telephone calls, extra bed) will be charged to personal account of the guests and must be settled upon check-out in cash or credit card payment only.

Should any taxes be withheld from payment to Jpark Island Resort & Waterpark, Cebu, the corresponding tax certificate should accompany the payment pursuant to existing revenue regulations.

5.4. Billing Structure (Please mark)

| | Master Folio | Individual |
|---|--------------|------------|
| Room including breakfast | _____ | _____ |
| Additional Drinks approved by the authorized signatory | _____ | _____ |
| Additional Drinks ordered by the guests During meeting, lunch and dinner | _____ | _____ |
| Airport transfers for all guests | _____ | _____ |
| Incidental bills, in-room i.e. phone, laundry, spa, watersports, etc. | _____ | _____ |



5.5. Authorized Signatory/Signatories (before and during the event)

Signature Specimen:

Ms. Candy Liu
Product Director
HongKong Convergent International Travel Development Co.,Ltd.

CONFIDENTIALITY

Each party shall keep all matters private and confidential specially information relating to the other party or its business including but not limited to the terms of this Agreement and the **rates** whether imparted before or after the date of this Agreement and shall not disclose, copy or use such confidential information for any purpose except as may be necessary to comply with its obligations under this Agreement. This obligation of confidence shall apply for the term of this Agreement and thereafter and shall survive its termination or expiry. However this obligation of confidence shall not apply to the extent that any confidential information is in the public domain, is required to be disclosed by the operation of any law or regulatory authority or for the purposes of obtaining professional advice. For the purposes of this Clause confidential information of Jpark Island Resort & Waterpark, Cebu shall be deemed to include all and any confidential information of the Resort and its owner.

FORCE MAJEURE

Neither party hereto shall be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, terrorist activity or threat, closure or congestion of airports, order or restriction by any governmental authority, or any other circumstances of like character outside the parties reasonable control that prevent the parties from performing its obligations.

ACCEPTANCE OF CONTRACT AGREEMENT

Contained in this agreement are the detailed commitments and arrangements to be provided for your event. To enable us to provide maximum service, any requirements beyond the level of these commitments should be indicated by you upon return of the signed copy of this agreement to the resort. Client's obligations pertinent to deposits and cancellation terms are also embodied in this agreement. Once exercised, changes will be agreed upon between **Jpark Island Resort & Waterpark, Cebu** and **HONGKONG CONVERGENT INTERNATIONAL TRAVEL DEVELOPMENT CO. LTD.**

If a signed copy of this contract is not received by the hotel before **November 20, 2019**, the hotel reserves the right to release all accommodation and function space held. Any alterations to arrangements detailed in this contract must be agreed in writing by the resort. Each page of this contract must be acknowledged by a signature.


The contents of this contract meet with my approval, as an authorized representative, I consider all arrangements definite and confirmed as stated herein. Compliance with this contract is subject to acts of God, wars, disasters or other emergencies beyond the control of either party.

For clarifications and/or any further assistance for the needs of your group, please feel free to reach me at tel. no. (632) 494 5285, mobile no: 0908 893 9102 or e-mail me at kimm.bardago@jparkislandresort.com

Signed for and on behalf of
Jpark Island Resort & Waterpark, Cebu

Signed for and on behalf of
Hongkong Convergent International Travel Development Co.


Kimm Karylle Bardago
Sales Account Executive
Date: November 20, 2019


Ms. Candy Liu
Product Director
Date: November 25, 2019

Approved By:


Ms. Anita Hee-Eun Kim
Director of Sales
Jpark Island Resort and Waterpark
Date: November 20, 2019