



## 2019 LEISURE RATE AGREEMENT (EUROPE TEMPLATE) BETWEEN

Hilton Garden Inn Davos, with its registered Office in Promenade 103, 7270 Davos Platz represented by Robert Attenberger (hereinafter referred to as "the Hotel")

AND

World Avenues SA - Travel Services with its registered Office 14, Rue Ferrier, 1202 Geneva, Switzerland with a Registration Number (Tax ID) of CHE 109 867 307 (hereinafter referred to as "the Company").

### 1. SUBJECT OF THE AGREEMENT

The subject of this agreement is between the parties defined above concerning the provision of rates at the Hotel for accommodation of transient business travel guests and groups, granted by the Hotel to the Company under the conditions stipulated by this agreement.

### 2. DURATION OF THE AGREEMENT

Subject to Section 7 below, the agreement will be valid from January 2<sup>nd</sup> – December 25<sup>th</sup> 2019.

### 3. PREFERRED RATES

#### NEGOTIATED ROOM RATES & CONDITIONS

Room Types	Single Room	Double Room
Hilton Standard Room 02.01.19 – 06.01.19 (all days)	144.00	213.00
Hilton Standard Room 07.01.19 – 31.01.19 (Fri-Sat)		
Hilton Standard Room 07.01.19 – 31.01.19 (Sun-Thur)	116.00	179.00
Hilton Standard Room 01.02.19 – 31.03.19 (Sun-Thur)	137.00	207.00
Hilton Standard Room 01.02.19 – 31.03.19 (Fri-Sat)	186.00	269.00

Room Types	Single Room	Double Room
Hilton Standard Room 01.04.19 – 21.04.19 11.06.19 – 31.08.19 01.10.19 – 31.10.19	105.00	154.00
Hilton Standard Room 22.04.19 – 10.06.19 01.09.19 – 30.09.19 01.11.19 – 30.11.19	98.00	146.00
Hilton Standard Room 01.12.19 – 15.12.19	141.00	211.00
Hilton Standard Room 16.12.19 – 25.12.19	120.00	182.00
Hilton Junior Suite	+ 150.00	+ 150.00

- The agreed Negotiated Rates are confidential. Rates are net and non-commissionable and confirmed upon availability.
- Rates quoted above are in CHF and are valid per room, per night and inclusive of (check applicable items):
  - ☒ Breakfast
  - ☒ 3.7% VAT (subject to change).
  - ☐ Commission
  - ☐ City tax

### 4. RATE REVIEW AND ADJUSTMENT; HOTEL PROMOTION

The above rates are based on the Company achieving a minimum of 20 room-nights in 2018 ("Annual Room Night Production"). The Hotel will review room night production on a yearly basis. Hotel's tracking system will prevail over any other tracking system for tracking all room night activity under this agreement. Should the Hotel find that room night production in an applicable period is below the Hotel's expectations based on the Annual Room Night Production levels stated in this agreement; the Hotel reserves the right to revise this agreement upon 30 days' written notice to the Company.

Throughout the term of this agreement, Company will actively and effectively promote to all Company travelers that the Hotel is a preferred hotel within the Company's corporate travel program, to include special internal announcements (such as blast emails or on travel sites) on at least a yearly basis (the contents of the announcements to be mutually agreed upon by Hotel and Company).

*Handwritten signature and initials*

## 5. RESERVATIONS / CANCELLATIONS / CHECK-IN / CHECK-OUT / EARLY DEPARTURE FEE / LATE CHECK OUT

**RESERVATIONS:** The Hotel requires a guarantee by the guest's credit card or guarantee by the Company for all reservations. A no-show fee in the amount of full stay room rate plus applicable tax will be charged if the traveler fails to check-in to the Hotel for any reason whatsoever and also fails to cancel the guaranteed reservation by the applicable cancellation deadline.

### Reservation methods:

Reservations Direct to Hotel	✓	Phone: 081 414 55 55 Fax: 081 414 55 56 Email: davos_reservations@hilton.com
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### CANCELLATIONS:

**Individuals (1-9 Rooms):** Are subject to the Hotel's current House Policy. Until 7 days prior to arrival - no charge. Cancellation of a guaranteed reservation less than 24 hours before arrival - the first night room rate plus applicable tax will be charged as a cancellation fee. House Policy is subject to modification with a 60 day notice period.

**CHECK-IN:** Is as of 3:00 PM

**CHECK-OUT:** Is to be completed by 12:00 PM

**EARLY DEPARTURES:** which are advised by the guest 24 hours or more, prior to the new date of departure, will not be charged. Early Departures which are advised less than 24 hours, up to 12 noon on the day of new departure will be charged 50% of the room charge, for one night only, plus applicable taxes.

Early Departures which are advised later than 12 noon on the new day of departure, will be charged 100% of the room charge, for one night only, plus applicable taxes.

**LATE CHECK OUT:** up to 3:00 PM on the day of departure will be charged 50% of the room charge of the previous night plus applicable taxes.

Late check out later than 3:00 PM on the day of departure will be charged 100% of the room charge of the current night plus applicable taxes based on the Best Available Rate.

## 6. PAYMENT

If Company wishes to receive an invoice by mail, a separate written agreement to that effect shall have been made. It is a prerequisite for any credit agreement that the Hotel has found the Company creditworthy. Irrespective of any credit agreement, the Hotel reserves the right to unilaterally change the credit agreement, including to set a credit maximum or to terminate the agreement, in the event that the Company does not comply with the terms of payment, in the event that the Company is no longer deemed creditworthy or in the event that this may otherwise be necessary. Terms of payment - net 30 days. After the due date, default interest will be charged.

## 7. ADDITIONAL TERMS AND CONDITIONS

**(a) UNAVAILABILITY OF ROOMS.** On occasions due to unanticipated circumstances, the Hotel may not have rooms available for all guests who wish to check-in on a particular night. While the Hotel will use reasonable efforts to avoid such situation impacting Company, in the event any guest with a confirmed reservation cannot be accommodated by the Hotel, the Hotel will provide the following:

- Accommodation paid by the Hotel at a comparable hotel as close as possible for the first night the guest is displaced from the Hotel.
- One complimentary round trip ground transportation between the Hotel and the alternate hotel.
- The Hotel will make necessary arrangements for the displaced guest's telephone messages and mail to ensure that they are properly forwarded.
- The Company will receive credit for any guests displaced toward its Annual Room Night Production numbers for purposes of this agreement.
- If a room becomes available at the Hotel for the displaced guest and the guest elects not to return to the Hotel, the Hotel will have no further obligations under this clause.
- When a room becomes available at the Hotel and the displaced guest returns, the Hotel will provide upgraded accommodations if available and provide the guest with a welcome expression from the General Manager.

**(b) TAX AND OTHER CHANGES.** Hotel reserves the right to unilaterally, at its sole discretion, in good faith, change the rates in case of changes in applicable government taxes, fees or assessments as well as any changes in applicable labor or service charges or fees.

**(c) RATES NOT APPLICABLE TO GROUP BOOKINGS.** Rates are applicable only for individual transient business travel bookings of 9 rooms or less. Conference and Group rates may vary based on the hotel availability for the required period.

**(d) CONFIDENTIALITY.** Company will not disclose Hotel Confidential Information to any third party (except with respect to contractors or travel agents providing travel management services to Company who have signed agreements requiring them to keep the Hotel Confidential Information confidential and to not use or disclose it to third parties or for their own benefit). "Hotel Confidential Information" shall include Hotel's non-published, prospective and current special rates and/or discounts offered or otherwise made available by Hotel to Company, as well as any special terms or value-added items that differentiate Hotel from its competitors (e.g., Internet access, breakfast).

**(e) TERMINATION.** Either party may terminate this agreement without cause upon thirty (30) days' written notice to the other party.

**(f) JURISDICTION AND GOVERNING LAW.** Legal disputes in relation to the interpretation or use of this agreement shall be settled before the courts in the city and country where the Hotel is located (or the closest available), and the laws of the country where the Hotel is located shall be the governing law.

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**CONFIDENTIAL & PROPRIETARY**

**(g) MISCELLANEOUS.** Except for an assignment to any parent corporation, subsidiary or successors-in-interest to either party (excluding competitors of the other party), neither party may assign any rights, duties, obligations or privileges under this agreement without the written consent of the other party. This agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements or representations, whether oral or written, pertaining to the content hereof and may not be amended except by a written document signed by all parties. No modification, amendment, supplement to or waiver of this agreement or any of its provisions shall be binding upon any party unless made in writing and signed by all parties. 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 original signature by the party signing. For the avoidance of doubt, emails, including emails that bear an electronic "signature block" identifying the sender, do not constitute signed writings for purposes of this agreement. A failure or delay of any party to this agreement to enforce at any time any of the provisions of this agreement, or to exercise any option which is hereby provided, or to require at any time performance of the provisions hereof, shall in no way be construed a waiver of, nor preclude the exercise of, any of the provisions 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.

**(h) CLOSE OUT DATES.**

20.01.2019 – 25.01.2019	WEF
15.04.2019 – 18.04.2019	Summit Davos
26.07.2019 – 27.07.2019	SAM

**(i) EXTRAS**

Included in the rate is the Free use of the fitness- and spa area, Free WIFI in entire hotel and the Davos Guest Card.

Guest taxes are:

01.05 – 30.11: CHF 4.60 per person per night  
01.12 – 30.04: CHF 5.90 per person per night

**(j) PARKING**

Parking in the garage: CHF 18.00 per car per night.  
Spaces cannot be reserved.

**(k) DINNER**

Book your dinner in advance. 4-course menu CHF 40.00 per person per night, excluding drinks.

**(l) CHILDREN**

Children (until 17.99 years) stay free of charge in the room of the parents/grandparents.

Breakfast charges:	6-11 years	CHF 12.50
	12-17 years	CHF 25.00
Dinner charges:	6-11 years	CHF 20.00
	12-17 years	CHF 40.00

**AGREED AND SIGNED BY:**

To confirm this agreement, sign below and return a copy of this agreement to Hotel.

**Hotel**

Hotelbetriebe Davos, currently trading as Hilton Garden Inn Davos

Signature: \_\_\_\_\_

Charlotte Fava & Robert Attenberger  
Sales & Marketing Manager / General Manager  
Hilton Garden Inn Davos  
Promenade 103  
7270 Davos Platz  
Phone: 081 414 55 55  
Fax: 081 414 55 56  
Email: charlotte.fava@hilton.com

Date 5.9.19

**Company**

World Avenues SA - Travel Services

Amira ElBatal, Contracting Agent  
Signature: \_\_\_\_\_

Sara Abdelwahed

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**Hilton**  
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