

Flexible 14 (Rooms and/or SUPERFLEX Meeting Package)

Terms and Conditions

BY MAKING AN EVENT BOOKING THROUGH THIS SERVICE, YOU CONFIRM THAT YOU ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT WITH THE HOTEL AND YOU ACCEPT THESE TERMS AND CONDITIONS AS GOVERNING YOUR EVENT ("AGREEMENT"). THE TERMS "HOTEL," "WE," "OUR," AND "US" REFER TO THE HOTEL YOU HAVE SELECTED. THE TERM "YOU" MEANS THE INDIVIDUAL THAT ENTERS INTO THIS AGREEMENT ON BEHALF OF YOURSELF OR THE IDENTIFIED GROUP.

Key Points:

- A valid credit card is required at the time of booking.
- If your booking includes guest rooms, each guest room in your block must be confirmed by the Cut-Off Date. A guest room is confirmed when you or a guest attending your event secures the room with a valid credit card. If your booking does not include guest rooms, terms in this Agreement related to guest rooms and a room block do not apply to you.
- A 50% deposit for the room block will be charged on or after the Cut-Off Date. This deposit may be applied to reduce cancellation fees or remaining charges incurred during your event, if applicable.
- If your booking includes guest rooms, the "Cut-Off Date" is 12:00 a.m. (midnight, hotel time) on the day that is 14 days before the first arrival day of your room block.
- If your booking includes meeting space, you must inform the Hotel of the exact number of your event attendees at least 72 hours before your event. If your booking does not include meeting space, terms in this Agreement related to meeting space or a meeting package do not apply to you.
- Estimated Meeting Package Charges to be collected from 24 hours or 1 Business Day prior to event start time.
- Summary of timing and liability in the event you wish to cancel or otherwise not fully perform:

	Timing	Your liability*
Free cancellation	By the cut-off date or within 24 hours of booking	None
Cancellation charges	After the cut-off date, for room block For a meeting package, if not cancelled by 9.00am local hotel time 1 business day prior to the event	50% of room block 75% of meeting package charges
Performance fees (Attrition Charges)	During event	Difference between 50% of the charges for room block as reserved and actual charges paid for room block; Difference between actual charges and 100% of meeting charges as reserved

* Plus taxes and fees

All rates are net, non-commissionable. The Hotel will not pay any commission in connection with this Agreement.

The above Key Points are subject to the specific terms set forth below.

- 1. YOUR ROOM BLOCK; CUT-OFF DATE.** If your booking includes guest rooms, this reservation is for the total number of sleeping rooms on the days you selected on this website (“**your room block**”). You are required to provide a valid credit card to reserve your room block (the “Authorized Card”). Your attendees may later provide their own valid credit cards to pay for their own rooms. **Each room in your room block must also be confirmed** on or before the Cut-Off Date, or it will be released for resale to others. The “Cut-Off Date” is 12:00 a.m. (midnight, hotel time) on the day that is 14 days before the first arrival day of your room block. If you are making this reservation within 14 days of your event, then the Cut-Off Date is deemed to be the date you entered into this Agreement and you must confirm each room in your room block within 24 hours of making this reservation. With the prior approval of the Hotel, you may change the credit card that is considered your Authorized Card.
- 2. CONFIRMING ROOMS IN YOUR ROOM BLOCK.** To confirm a room within your room block, you or the guest attending your event must secure the room with a valid credit card. Shortly after you complete this reservation, the Hotel will provide instructions as to how your guests may confirm individual room reservations. After the Cut-Off Date, your guests who do not have a confirmed reservation may still request rooms subject to room and rate availability by contacting the Hotel directly and identifying the group.
- 3. YOUR MEETING PACKAGE.** If your booking includes meeting space, this reservation is for the meeting space on the day(s) you selected, together with the food and beverage and audio/visual equipment listed as part of the meeting space package and any additional goods and services selected other than your room block (“**your meeting package**”). Specific meeting space assignments described in the booking are not guaranteed and may be reassigned at our discretion. Quantities and setting for food and beverage to be provided are subject to the guarantee of final number of people who will attend your event. Rates for your meeting package may be adjusted by the Hotel if your room block is not fully reserved by the Cut-Off Date. Your Authorized Card will be used to reserve your meeting package.
- 4. MEETING PACKAGE DEPOSITS, PAYMENT.** Using your Authorized Card, we will take a deposit or place a credit hold of up to 100% of the total estimated charges for your meeting package (including taxes and fees) 9:00 am local time 1 Business Day prior to your event. Your Authorized Card will also be charged at the conclusion of the event upon reconciliation of final charges incurred for your event.
- 5. CONFIRMATION OF MEETING DETAILS.** This reservation also includes the meeting space and related estimated charges you selected on the website. If you and the Hotel subsequently agree on additional details specific to your event, such as menu or audio/visual details in a written event order (“Event Order”), this Event Order will serve as a part of this Agreement. If you do not advise the Hotel of any changes to the Event Order by the date requested by Hotel, you agree that the Event Order will be considered accepted by you as correct and you will be billed accordingly.
- 6. GUARANTEE OF FINAL NUMBERS.** At least 72 hours before your event, you must inform the Hotel of the exact number of people who will attend your event by contacting your designated Event Manager by phone call or email. If the Hotel is providing food and beverage service, the Hotel will prepare food based on the final guaranteed number of attendees. You will be billed for the final guaranteed attendance or the number of attendees served, whichever is greater.
- 7. EVENT CHARGES; TAXES, GRATUITY AND SERVICE CHARGES.** Event charges include (i) the total number of sleeping rooms per day and per type multiplied by the rates for each, (ii) the total number of meeting rooms or function space per day and per type multiplied by the rates for each, (iii) food and beverage and the audio/visual equipment for the meeting room or function space package listed in the reservation, and (iv) estimated applicable taxes and fees. In order to help you calculate the total anticipated amount that you will owe for your event, your reservation displays the Hotel’s applicable percentages for both gratuity and service charges that will be added to your final bill along with the charges/costs for food and beverage, meeting room rental, and audio/video equipment as applicable. An additional charge based on your meeting package total fees plus applicable taxes may be added to your bill as a gratuity (the gratuity is fully distributed to servers, and where applicable, bussers and/or bartenders assigned to your event). An additional charge based on your meeting package total fees plus applicable taxes may also be added to your bill as a service charge. The service charge is not a gratuity and is the property of the Hotel to cover discretionary and administrative costs of your event. **Note:** In some locations, the Hotel may describe the aforementioned gratuity and/or service charges

using different terminology (for example, instead of “service charges,” the Hotel may describe them as “administrative fees” or “administrative charges”, and outside of the United States, a gratuity could be referred to as “service charge”). The Event Order that the Hotel may send to you will provide both the applicable description and the amount(s) of those types of charges.

- 8. OUTSIDE FOOD AND BEVERAGE.** You must obtain prior approval from the Hotel before you bring in any food or beverages from outside sources for consumption during your event. If approval is granted by Hotel, service fees may apply to any outside food or beverage served in our function space, regardless of whether Hotel labor is required.
- 9. CANCELLATION OF EVENT BY YOU; CANCELLATION FEES.** You may cancel your entire event without penalty or liability only by written notice to the Hotel at any time on or before the Cut-Off Date. You may also terminate the meeting space and related food & beverage, supplies and equipment (keeping the room block) by written notice to the Hotel if such notice is received by the Hotel at least 1 business day prior to the first day of your event. You may also terminate this Agreement (and cancel all rooms within your room block), without penalty or liability, only by written notice to the Hotel up until the first 24 hours following the time that you electronically accepted this Agreement, even if that time is after the Cut-Off Date. If you cancel your room block for any reason after the Cut-Off Date or attempt to cancel before or after the Cut-Off Date other than by timely written notice to the Hotel, you authorize the Hotel to bill the Authorized Card an amount equal to the Cancellation Fees. If you cancel your meeting space for any reason later than 9:00 am local hotel time, 1 Business Day prior to the first day of your event (where a “**Business Day**” is Monday-Friday excluding local holidays), you also authorize the Hotel to bill the Authorized Card for Cancellation Fees. “**Cancellation Fees**” means the sum of (1) 50% of your room block charges, as reflected in your reservation, plus applicable taxes and, if applicable, (2) 75% of your total estimated meeting package charges, as reflected in your reservation and any supplemental Event Order issued by the Hotel after you make this reservation, plus applicable taxes and fees. If we have collected a deposit from you, then we will deduct the prepaid deposit from the Cancellation Fees owed. For clarity, no Cancellation Fees are owed if you have terminated within the first 24 hours following the time that you electronically accepted this Agreement and no Cancellation Fees are owed if you terminate in accordance with clause 17 (Impossibility). Special terms apply if your event includes both a room block and meeting package. If your event includes both, you may cancel the meeting package without cancelling the room block; however, if you cancel your room block, you must also cancel the meeting package. You agree that the Cancellation Fees represent a reasonable estimate of the Hotel’s losses in the event of your cancellation of all or part of your event. If your guests retain and pay for their rooms despite your cancellation of the event, your liability for Cancellation Fees related to the room block will be further reduced to the extent the original room block is consumed.
- 10. PERFORMANCE FEES.** If your event is held, the Hotel will not seek “**Performance Fees**” for your room block (sometimes referred to as “attrition charges”) if your group achieves a minimum of 50% of the total anticipated guest room revenue as reserved. Should you achieve less than this amount, you authorize the Hotel to bill the Authorized Card for **Performance Fees**. “**Performance Fees**” for your room block are equal to the difference between 50% of the total estimated charges for your room block as reflected in your original reservation and the actualized guest room revenue received by the Hotel for rooms used and paid for as part of your room block, plus applicable taxes as required by law. If your event is held, you are also responsible for the *greater* of (1) the actual meeting package charges you incur for the event or (2) 100% of the total estimated meeting package charges as reserved, plus taxes and fees. Should you fall short of this amount, you authorize the Hotel to bill the Authorized Card for “**Performance Fees**” for your meeting package. If the total estimated meeting package charges under the Event Order is higher than your meeting package charges as reserved, then Performance Fees for your meeting package will be adjusted to reflect the higher amount.
- 11. 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 or a name or logo owned by Hilton.
- 12. EVENT PLANNER PROGRAM.** The individual making the booking may be eligible to earn an Event Planner Bonus for a qualifying event at participating hotels equal to one Hilton Honors bonus point for every eligible one dollar spent. Eligible revenue includes sleeping rooms revenue and meeting package revenue. Full details

and rules regarding the Event Planner Program are available at www.hilton.com. Contact the Hotel to see whether the event will qualify prior to the Cut-Off Date.

- 13. CANCELLATION BY THE HOTEL.** We may cancel your event and this Agreement without cause and without any liability to you or your guests within the first 72 hours of your electronic acceptance of this Agreement. We also may cancel your event and this Agreement without any liability to you or your guests or attendees for cause including, but not limited to: (i) if you are in breach of your obligations under this Agreement, or (ii) if your Authorized Card is not valid, unless another acceptable form of payment is promptly provided to Hotel upon demand, or (iii) if we are unable to process charges on your Authorized Card for any reason, including insufficient available credit. If we cancel your event for cause as provided for under this clause 13, then we will be entitled to collect the Cancellation Fees as provided in the Agreement and you authorize the Hotel to bill the Authorized Card for such applicable Cancellation Fees.
- 14. COMPLIANCE WITH HOTEL POLICIES; LAW.** You agree to comply with all Hotel policies described on the Hotel's website or posted at the premises. Each party agrees to comply with all applicable laws and regulations related to the event that is the subject of this Agreement, including without limitation, health and safety codes, anti-terrorism, anti-corruption, anti-money laundering laws and regulations, and fire regulations. Each party agrees to cooperate with the other party and any relevant government authority to ensure compliance with such applicable laws and regulations. We may cancel the event and this Agreement without liability to anyone if we reasonably believe it is necessary to do so in order for us to comply with our obligations under all applicable laws or regulations. You are responsible for communicating the terms of this Agreement to your guests.
- 15. NO RESALE OR TRANSFER.** You may not transfer, assign, loan, or sell the Agreement or any rights hereunder or allow others to use the facilities for the event on your behalf. Further, the sleeping rooms, meeting space and related services contracted in the Agreement are for your exclusive use. You may not re-sell reservations. You may not enter into more than one Agreement for your event. If we become aware of any violation of this clause, we may immediately terminate your room block (including any confirmed rooms) and meeting package without incurring any liability to you or your guests and you authorize the Hotel to bill the Authorized Card for applicable Cancellation Fees.
- 16. GOVERNING LAW/LEGAL FEES.** This Agreement will be governed by and interpreted pursuant to the local laws of the jurisdiction where the Hotel is located. In the event of any conflict or discrepancy between any translated version of this Agreement and the English language version, the English language version controls. Litigation of disputes will take place in a court of competent jurisdiction in the city in which the Hotel is located (or the closest available location), and to the extent permitted by law, the parties expressly waive the right to a jury trial. The prevailing party in any court proceeding will be entitled to recover an award of its reasonable legal fees and costs, plus pre and post judgment interest. The Hotel may assign rights to receive payment to a debt collection agency. If we retain the services of a collection agency or legal representative to assist in the collection of amounts due to us under this Agreement or assign our right to receive payment to a debt collection agency, you agree to reimburse us for all expenses we and our agents or assigns incur in the collection effort.
- 17. IMPOSSIBILITY.** If unanticipated events beyond the reasonable control of the parties occurs (including, but not limited to: acts of God; declared war in the country where the Hotel is located; government regulation in effect 30 days or less before the event dates that would prevent the event from taking place as contracted; terrorist attacks in the city in which the Hotel is located; or curtailment of transportation either in the city in which Hotel is located or in the countries/states of origin of the attendees that prevents at least 40% of the attendees from arriving for the first peak night of the event) that make it illegal or impossible to perform under this Agreement, the affected party may terminate this Agreement, without liability, upon providing written notice to the other party.
- 18. DISCLAIMER OF LIABILITY.** To the fullest extent permitted by law, in no event will the Hotel be liable for (1) any services or products provided, or to be provided, to you by any third party supplier or contractor (including, but not limited to, companies that provide meeting registration or management services, audio-visual companies, florists, decorators, musicians, etc.), or (2) any liability arising out of any agreement between you and any such third party supplier or contractor that you hire or retain to provide services to the event,

even if such third party supplier or contractor (i) was recommended by the Hotel to you, (ii) was a preferred supplier/vendor of the Hotel, and/or (iii) pays Hotel commissions or provides Hotel with other incentives based on their services paid for by you.

- 19. MISCELLANEOUS.** 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, and any such illegal or unenforceable provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. Either party's failure 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. This Agreement may not be modified unless done so in writing and signed by both parties. This Agreement is binding on the respective successors and assigns of you and the Hotel.
- 20.** The payment and cancellation terms shown in the Terms and Conditions document apply to guestroom blocks of 10 rooms or more. Individual reservations for 9 guestrooms or less will follow the payment and cancellation policy of the selected rate.