

HILTON SOFIA

CONFERENCE AND EVENT AGREEMENT

Programme INTERACT (Client) Bratislava Self Governing Region	Global Properties Limited (Bulgaria) EOOD (Hotel)
Address: Sabinovská 16, P.O. Box 106 820 05 Bratislava, Slovak Republic IČO: 36063606 (Identification number) IČ DPH: SK 2021608369 (VAT Reg. Nr.)	Address: 1 Bulgaria Blvd. 1421 Sofia, Bulgaria
Client Contact Name: Mrs Eva Kruta	Hotel Contact Name: Miroslava Atanasova Conference and Events Executive
E-Mail Address: Eva.Kruta@region-bsk.sk	E-Mail Address: miroslava.atanasova@hilton.com
Phone: +421 2 48 264 171 Mob: +421 911 677 383	Phone: +359 2 9335024 Mobile: +359 898 663 501
Name of Group & Event: INTERACT Monitoring Committee Meeting – 05 th to 07 th November 2018	

DEFINITIONS USED IN THIS CONFERENCE AND EVENT AGREEMENT

Client, You or you means the corporate entity responsible for commissioning and payment of the Event, as specified in the Event Agreement.

Event means the booking using an area of the Hotel's event and public space, guest rooms, facilities and F&B, specific details of which are set out in this Agreement and the Schedule of Event.

Event Addendum means an addendum to the Schedule of Event, as agreed by Client and Hotel.

Hotel, We, we or us means the entity that owns the hotel where the Event will take place, as set out above.

Planner or Meeting Planner means a meeting planner, travel agent or other agency who performs services that result in the Client booking business at the Hotel.

Banquet Event Order means the Appendix to this agreement, setting out the details of the Event.

EVENT PART

This Event is based on: The applicable offer and after the clarifying of all the details – on Event Agreement „**Banquet Order**” with summary of all costs and charges.

MEETING SPACE RESERVED (AS PER THE LATEST CONFIRMED OFFER)

Date	Event	Meeting room	Time	# Persons	Set-up	Room Rental in EUR* per day
5.11	Conference Room	Moussala II (138 sqm)	12:00-18:00 (half-day)	40	Cabaret	€653,74
6.11	Conference Room	Moussala II (138 sqm)	09:00-18:00 (full-day)	55	Cabaret	€762,00
7.11	Conference Room	Moussala II (138 sqm)	09:00-18:00 (full-day)	55	Cabaret	€762,00
Total inclusive of 20% VAT for 3 days						€2 177,74

- Meeting Room Moussala II has a natural daylight, HVAC system, no columns inside
- The hotel provides space in the foyer in front of the meeting room for welcome or registration desk
- Maximum capacity of the room in cabaret setup is up to 55 people

AV EQUIPMENT

Item	Quantity per day	EUR
Internet Access (WiFi Standard 5Mbit)	complimentary	
Notepads and Pens		
Lectern		
Screen for projection		
Sound System with one wireless microphone (Moussala II)	1	€270.00
Additional wireless microphone - EUR 34,00 per piece	5	€170.00
Projector/multimedia	1	€209.00
PC/laptop	1	€50.00
Flipchart - EUR 13.00 per piece	4	€52.00
Audio recording 3 days - package price		€184.00
Total inclusive of 20%VAT per day		€935.00
Grand Total inclusive of 20%VAT for 3 days		€2,805.00

The above quoted prices are inclusive of 20% VAT.

The above quoted prices are per item per day (single use price)

Should you have any further requirements, we will quote additionally.

AV prices are not commissionable.

The above meeting room rentals are discounted with the assumption that our experienced AV partner will be used.

If the equipment is arranged separately, please note a 30% surcharge on the rental quoted above will be applied. This surcharge is related to costs of supervision, electricity, de-installation and reinstallation of hotel equipment. Technical equipment can be arranged through the hotel, which will enable us to provide you with a professional service. Our AV specialists are ready to assist you with any technical requirements.

Specially for this event, we will grant complimentary technical support during the whole time.

Audio recording – price per hour per channel is EUR 15,00 with VAT (we have given the price per channel per hour because in case there is more than one language during the meeting and the recording should contain all languages, it will be easier to calculate the amount per hour).
The charge will be applied in the day of the event based on actual number of hours recorded .

FOOD & BEVERAGES (AS PER THE LATEST CONFIRMED OFFER)

Date	Catering type	PRICE PER PERSON in BGN	PRICE PER PERSON in EUR	Guests	Place	Total in EUR excl. of 20% VAT
5.11	Welcome coffee break (refreshments are available during the time of the meeting 12:30 - 15:30)	BGN 14,00	€ 7,16	40	Served in the room	€ 286,40
	Afternoon coffee break (refreshments are available during the time of the meeting 15:30 - 18:00)	BGN 14,00	€ 7,16	40	Served in the room	€ 286,40
6.11	Morning coffee break (refreshments are available during the time of the meeting 08:30 - 12:00)	BGN 14,00	€ 7,16	55	Served in the room	€ 393,80
	Seated buffet lunch with one soft drink and one coffee/tea included	BGN 56,00	€ 28,63	55	Seasons Restaurant	€ 1 574,78
	Afternoon coffee break (refreshments are available during the time of the meeting 13:30 - 18:00)	BGN 14,00	€ 7,16	55	Served in the room	€ 393,80
7.11	Morning coffee break (refreshments are available during the time of the meeting 08:30 - 12:00)	BGN 14,00	€ 7,16	55	Served in the room	€ 393,80
	Seated buffet lunch with one soft drink and one coffee/tea included	BGN 56,00	€ 28,63	55	Seasons Restaurant	€ 1 574,78
	Afternoon coffee break (refreshments are available during the time of the meeting 13:30 - 18:00)	BGN 14,00	€ 7,16	55	Served in the room	€ 393,80
Total inclusive of 20%VAT for 3 days						€ 5 297,56

Please note that as per the Hotel policy the F&B prices are not commissionable

The prices above are as per the latest confirmed by the Client offer.

Should the requirements (number of participants, F&B specifications and menu) change, the calculation will be updated as per the latest requirements.

MINIMUM GUARANTEED REVENUE

The parties agree that the minimum guaranteed revenue for the event will be EUR 10,280.00 inclusive of 20% VAT. The calculation is based on the total calculation for:

- **Meeting room rental as per the scheme**
- **AV equipment**
- **Food and beverage services based on the number of participants day by day – this number will be considered as a minimum guaranteed number per day and any cancelations of these numbers will be charged as cancelation fee to the Client**

Please confirm the exact numbers of your event participants and the exact final details of the events to the Hotel latest by 29th October 2018 by signing the final Banquet Event Orders and Costs.

All food and beverage and meeting room rates are inclusive of appropriate national and local taxes, which are currently as are set out in the Event Agreement. The rates in the event agreement and summary of charges are quoted in BGN. Please note that rates of tax are subject to change and you will be responsible for payment of taxes applicable at the time of your event (as well as any rate increases resulting from tax increases).

The Client shall pay the Hotel for any food, beverages and other services not expressly set out in the Event Agreement but made available on request of the Client during the Event.

OUTSIDE FOOD AND BEVERAGE

Client may not bring any food or drink into Hotel for use during the Event, unless agreed in writing, in advance with Hotel.

BILLING INSTRUCTIONS:

The billing address is the same as the Client's address mentioned on page 1

The following billing instructions are applicable:

	Individuals	Interact Programme (Client)
Rooms (accommodation)	X	
Telephone	X	
Mini-bar, room service, etc.	X	
Laundry	X	
Airport shuttle	X	
Meeting Space Rental		X
AV equipment		X
F&B Services during the conference		X

All individual extras will be paid individually by the guests unless a written confirmation by the Client is sent confirming that all additional orders during the meeting will be covered by the organizers of the event.

In case of non-compliance with the due date, the parties to the Contract have agreed upon a contractual penalty amounting to 0,1 % of the invoiced amount per day of the delay. If the Client is in arrears with the payment for more than 30 days, the Hotel shall be entitled to rescind this Contract with immediate effect. The rescission shall be made in written form, and will be effective from the date of delivery of the written notification. The Client's obligation to pay all due services, contractual penalty and late payment interest remains unchanged.

BANK DETAILS

Account holder: Global Properties Limited (Bulgaria), EOOD
Bank: Postbank (Bulgaria) AD, Sofia 1000, 1 Bulgaria Square
IBAN:
BIC code:

TERMS OF PAYMENT

EVENT PART

(Calculation based on Meeting Room Rental/AV services/ F&B services:

Event total estimate total + 20% VAT: **€ 10,280.30**

PAYMENT SCHEME

Date of deposit due	Percentage owed
Within signing of the contract by 1 st November 2018	Full prepayment for the whole amount of the event as per approved offer by the Client and preform invoice issued by the Hotel – EUR 10,280.30
7 days after the issuing of the invoice	Any outstanding amounts, incurred during the event and confirmed by the Client that will be covered by him

ADDITIONAL SPEND

On or before the Arrival Date, the Client will confirm to the Hotel in writing the names of those attendees who the Client considers to be authorised to sanction additional spend at the Event over and above the contracted amounts.

CANCELLATION AND PERFORMANCE/ REDUCTION IN NUMBERS

The rates offered by us are based in part upon the total gross revenue anticipated by us from your agreement to use and pay for the rooms and events set forth in this Agreement.

You agree and understand that in the event of a cancellation or lack of full performance by you, our actual damages would be difficult to determine. Therefore, you have agreed to pay reasonable liquidated damages to the Hotel for cancellation or lack of performance as described in this paragraph. Cancellation damages will be calculated as a percentage, based on the date of cancellation listed below, of the minimum revenue guarantees listed in this paragraph.

Date of Cancellation:	Cancellation fee conditions:
After signing the contract	No free cancellations of the conference room and conference attendees will be allowed. Any cancellations below the minimum guaranteed number of attendees will be charged in full

ACCEPTATION OF THE CONTRACT

A copy of this Contract must be countersigned and returned to the Hotel no later than **25th October 2018**. If however, the Hotel sends a written request for confirmation prior to this date, the Client is obliged to reply with confirmation of this Contract within 48 hours of receipt of such request. After this deadline, or after the date mentioned above has passed, the Hotel's offer ceases to be valid and the rooms space will be released for general sale without requesting the Client's approval, unless a written agreement has been made in advance between the parties on which basis the Hotel has agreed to extend the period during which the Client is able to accept and sign this Contract.

Any notes made by the Client on the Hotel's offer will be regarded as a counteroffer and must be confirmed in writing by the Hotel, otherwise no Contract is considered to have been concluded.

If the Client requests additional services beyond the agreed scope of service, these additional services shall be indicated to the Hotel as soon as possible and a mutual agreement shall be reached between the parties concerning these additional services.

OUTSIDE CONTRACTORS

Should you elect to utilise outside contractors or sub-contractors on the Hotel premises during your Event, you must notify the Hotel of your intention to use such providers at least 10 calendar days in advance of your Event. All outside contractors must (1) adhere to the Hotel's rules (including but not limited to health and safety regulations and rules and the ban on smoking) and (2) must sign a hold harmless, indemnification and insurance contract in the form currently in use at the Hotel for similar outside contractors and provide proof of insurance in amounts acceptable to the Hotel (amounts and types of insurance may be changed or increased in the Hotel's sole discretion based on the type of services the outside contractor will be providing) before they will be allowed to provide services on the Hotel premises. The Hotel reserves the right, at its sole discretion, to require any outside contractor or sub-contractor to be removed from the Hotel. The Hotel reserves the right to charge additional fees based on your specific needs.

RESPONSIBILITY AND INSURANCE

The Client accepts liability for loss and/or damage caused by its employees and temporary workers, agents, contractors, sub-contractors, as well as by participants to the Event. The Client will obtain and keep in force the appropriate insurance, a certificate or proof of which may be requested by the Hotel. The Client may, at its option, purchase insurance to cover its decorations, special objects and other property. The Hotel has no insurance for and, to the fullest extent permitted by applicable law, the Hotel shall not be responsible for any damage to or loss of the Client's property. The Client accepts the responsibility to insure the mentioned property and comply with all fire regulations; in case of doubt, the Hotel may request a certificate of compliance from the local fire authorities. If required, in our sole judgment, in order to maintain adequate security measures in light of the size and/or nature of your function, you will provide, at your expense, security personnel supplied by a reputable licensed guard or security agency doing business in the city or country in which we are located, which agency will be subject to our prior approval.

FORCE MAJEURE

Neither party shall be responsible for failure to perform this agreement if circumstances beyond their control (including, but not limited to, acts of God, shortage of commodities or supplies to be furnished by the Hotel, or governmental authority, strike) make it illegal or impossible for the Hotel to hold the Event.

GOVERNING LAW AND ARBITRATION

All disputes, arising from this contract or related to it, including those arising from or concerning its interpretation, invalidity, performance or termination, as well as the disputes for filling gaps in this contract or its adaptation to newly established facts, shall be referred for resolution to the Court of Arbitration at the European Judicial Chamber, Sofia, Bulgaria, in compliance with its Rules for Litigations, based on arbitration agreements.

COMPLIANCE WITH LAWS

Company agrees to comply with all applicable federal, state and local laws, including health and safety codes and federal anti-terrorism laws and regulations. Company agrees to cooperate with Hotel and any relevant governmental authority to ensure compliance with such laws. The Company represents, warrants and agrees that it is currently, and at the time of the event which is the subject of this contract will be, in compliance with all applicable local, state regulations or laws, including but not limited to, all provisions of the Bulgaria law.

The Hotel may cancel this Agreement without any liability if in the Hotel's sole, reasonable determination, Hotel believes that it is necessary to do so in order to comply with its obligations under applicable laws, rules or regulations.

INDEMNIFICATION AND LIMIT OF LIABILITY

The Client shall at all times be liable for, indemnify and hold harmless the Hotel (together with its employees, servants and agents) from and against any and all claims, liability, loss, damages, fines, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by the Hotel arising out of or connected with your Event, including resulting from breach of the ban on smoking in the hotel except those caused by the sole negligence or wilful misconduct of the Hotel. Notwithstanding any other term of this agreement, the Hotel's 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 fee for rooms and food and beverage as set out in this agreement. 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 fraudulent misrepresentation.

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 in a scanned document form by email 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 at 9.30 am on the second clear day after the date of posting; (3) Communications sent via email will be considered effective as of the date and time on the sent email confirmation retained by the sender. This agreement, with exhibits attached hereto (if any), upon signature by both parties below constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by Hotel and Client. The undersigned expressly agree and warrant that they are authorised to sign and enter into this agreement on behalf of the party for which they sign.

The Hotel reserves the right to rescind this Contract with immediate effect if either the room capacities or the conference spaces are not taken as originally contracted (Banquet Event Order) and the Client is not willing to agree with the Hotel upon different conditions to this Contract. The Client's obligation to pay all due services and late payment interest remains unchanged.

ACCEPTED AND AGREED TO:

Bratislava Self Governing Region

Global Properties Limited (Bulgaria), EOOD (Hotel)

Name: Mgr. Juraj Droba, MBA, MA

Name: Mrs. Tania Smardanska

Title: President of Bratislava Self Governing Region

Title: Commercial Manager

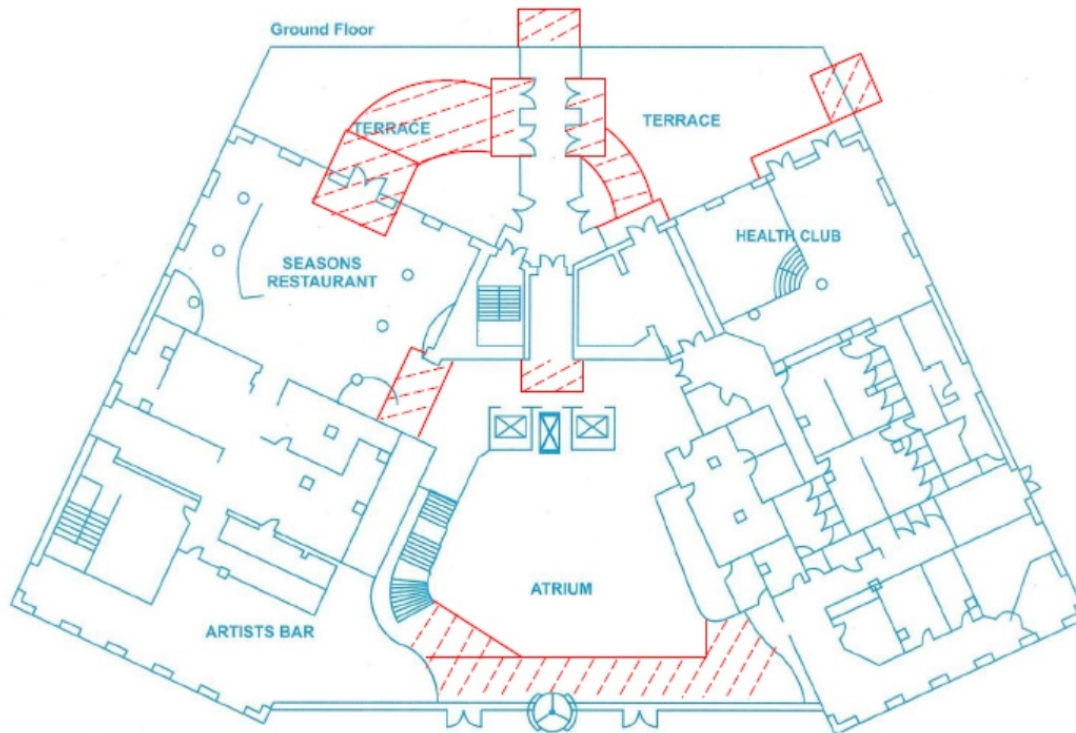
By: _____
Signature

By: _____
Signature

Dated: _____

Dated: _____

Appendix 1
Scheme of the Emergency Exits on the Ground Floor



Appendix 2
Scheme of the Emergency Exits on the Mezzanine

