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**GROUP EVENT AGREEMENT**

This Group Event Agreement and the attached Appendices constitute the entire agreement between **Royal Media** and **Mt. Jefferson Holdings, LLC dba Four Seasons Hotel Houston** (the “Hotel”) regarding arrangements for Jet Fuel Innovation Summit (the “Event”) to be held over the dates of April 5 - April 8, 2020.

In consideration of the mutual obligations of the above parties, the parties agree as follows:

**PART ONE –BUSINESS TERMS**

1. - ROOM BLOCK

The Hotel agrees it will provide, and Royal Media agrees it will be responsible for a block of guest rooms, as set out below, subject to the terms and conditions set out in this Agreement.

## Guest Room Block and Rates

|  |
| --- |
| ***Jet Fuel Summit***  |
|  |  | **Sun 04/05/2020** | **Mon 04/06/2020** | **Tue 04/07/2020** |
|  |  | **Rooms** | **Rate** | **Rooms** | **Rate** | **Rooms** | **Rate** |
| **Pool View / City View King** | S | 17 | $235.00 | 57 | $235.00 | 7 | $235.00 |
| **Staff Rooms** |  | 3 | $205.00 | 3 | $205.00 | 3 | $205.00 |

**Total Room Nights:** 90

Estimated revenues are set out in Appendix A attached. Rates are subject to applicable occupancy and sales tax, which are currently 17%, but are subject to change. A State Cost-Recovery Fee of $2.75 per room night will also be charged on all rooms. The rates quoted are for the number of rooms and dates indicated above. Rates are subject to change should additional rooms or pre and post rooms be requested based upon availability.

In the event the total group guestroom pick-up exceeds 10% (90\*1.1%) of the originally contracted guestroom block, including pre and post guestroom nights, an addendum is required. Should Royal Media not wish to sign an addendum for additional guestrooms; no additional guestrooms over the 110% of the originally agreed guestroom block will be offered. This includes pre and post room nights reserved. Room and rate availability may be subject to change.

**GROUP RATE EXTENSION**

The confirmed Guestroom rates will be available to the Group three (3) days prior and three (3) days after the meeting dates based on availability at the group rate.

1. **Commission**

All guest rooms are commissionable at 10% to Royal Media. Any discounted staff rooms are net and non-commissionable. On cancellation. Commission is only paid following receipt of the full cancellation or attrition fee. In the event Royal Media changes Planner, Royal Media shall be liable for all resulting costs to Hotel.

When returning the signed contract, please include the third party’s W9 form, in order to secure commission payment. Said commissions shall be paid to ROYAL MEDIA GROUP, no later than thirty (30) days after the payment of the Master Account has been provided to the Hotel in full by Group.

**POST EVENT AUDIT**

An audit will be conducted against the group’s attendee list and any attendee rooms booked outside of the group block will be credited to the group for attrition and historical purposes.

If there is a discrepancy between the Hotel’s pick up figures and the figures believed by Royal Media to be accurate, Royal Media will provide a list of attendees to the Hotel for comparison purposes over the Event dates. If a person’s name appear on both Royal Media’s list and guests occupied within the Hotel, guest room nights will be credited to Royal Media at the negotiated group rate. Complimentary unit credits, commissions, and rebates will be applied unless paid to another third party.

1. **Porterage/Gratuities**

Royal Media requests the following gratuities be posted to the Master Account. Hotel will distribute 100% of such gratuity payments to Hotel employees. At the time of the Event, Royal Media retains the right to modify the below checked gratuities and may choose to change such gratuity based on the service provided or for any other reason.

For Royal Media’s convenience average gratuity amounts are listed. Please check the gratuity amount that Royal Media would like to be posted to the Master Account:

**Porterage:**

□ $16 Round Trip

□ $17 Round Trip

□ $18 Round Trip

□ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Room attendant:**

□ $6.50 per room, per day

□ $7.50 per room, per day

□ $8.50 per room, per day

□ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Bellman amenity delivery gratuity:**

□ $7.50 and each additional item is $2.25

□ $8.50 and each additional item is $3.25

□ $9.50 and each additional item is $4.25

□ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Discretionary gratuities selected above are not subject to sales tax.

1. **Parking Charges**

Overnight valet parking for the hotel is a set price of $45 plus applicable taxes per night per car. Day or event valet parking for the hotel is a set price of $25 per car. Parking charges may be charged to the Master Account or the individual guest may pay on their own, based on the client decision.

Valet parking is subject to availability based on the size of vehicle and prices may change without notice. Oversize vehicle parking rates may apply.

* Reduced overnight parking to $35.00 for local attendees.
* Reduced daily parking to $18.00 for local attendees.

SECTION 2 – RESERVATION METHOD

1. **Booking**

Individual

Individuals will make room reservations by calling the Hotel’s reservation department at **800-734-4114 or by using a Web Code to be provided by Sales Manager (5) Days after Contract Signature**. They must indicate group affiliation of Jet Fuel Innovation Summit at the time of making the reservation in order to obtain the group rate. Individuals must indicate their group affiliation when making reservations or the applicable group rate may not be extended. Direct reservations must be made prior to **March 16, 2020.** After this date, any unused portion of the room block will be released for general sale. However, the Group is financially responsible for unused rooms in their block, less the allotted attrition and less-rooms resold by the Hotel. The Hotel will continue to accept reservations after this date on a space and rate availability basis. Daily reservations may be increased, given availability, and this increase becomes the new guarantee for each day and will be utilized to calculate attrition and/or cancellation, if applicable. Such reservations will be credited against cancellations. Reservations made individually are subject to a 72-hour cancellation policy.

All guest rooms will be held for late arrival, if guaranteed. A guarantee on each reservation shall be in the form of an advance deposit for the payment of the first night’s room and tax, either cash or a major credit card, or pre-arrangements made with the Hotel's credit department.

1. **Check In/Check Out Time**

Check-in time 3:00 p.m. Room assignments prior to this time are subject to availability. Check-out time 12:00 p.m. If any room is not vacated by this time, Royal Media will be charged a late charge of a half day unless prior arrangements are made with the Hotel's management.

1. **Lowest Rate**

If Group’s pickup is not a cause for Hotel to offer a rate lower than the contracted group rate (Group must pick up 80% of its room block), Hotel agrees that the Group will be guaranteed the lowest rate in the hotel, over the same meeting dates, for similar sized meetings, food and beverage spend and booking patterns. Exceptions include negotiated volume corporate business, government accounts, airline crew rooms, FIT accounts and other similar agreements. This guarantee applies to rates made available to the general public, either through the hotel reservation department, 800 reservation services, or any online distribution channel, other than online channels where a customer cannot choose the hotel or brand (opaque), e.g.; Priceline. Should a lower rate be discovered, the Hotel agrees to either 1) offer that lower rate to any of the Group’s attendees who meet the restrictions of the lower rate or 2) remove the lower rate from all distribution channels.

4. **Complimentary Rooms**

We are pleased to offer one (1) complimentary room for every (30) rooms, based upon rooms paid for by Royal Mediaand rooms of walked guests each night but excluding discounted staff rooms, and calculated on a cumulative basis.

1. **Relocation Provisions:**

If the Hotel is unable to provide a sleeping room to an attendee holding a guaranteed reservation, the Hotel will provide to each attendee the following:

(1.) Complimentary sleeping room accommodations at a comparable hotel for each day the original confirmed reservation is not honored

(2.) Transportation to and from the substitute hotel for each day the original confirmed reservation is not honored

(3.) An apology letter from the General Manager and an amenity from the Hotel upon the guest’s return

(4.) The name of the guest and the substitute hotel will be available at the Hotel

(5.) Relocated room nights will be credited to the total room block and any rooms relocated will continue to count towards the complimentary room count and commission will be honored by Hotel for alternate hotel used for such period, unless already commissionable to another third party, as Hotel was unable to accommodate attendees.

(6.) Should a guestroom become available at the Hotel and the guest decides to not return to the Hotel, the Hotel will no longer have any obligation under this clause

**SECTION 3 - VALUE ADDEDS**

The Four Seasons Hotel is pleased to offer the following special considerations. Should Royal Media’s final pick-up be less than 80% of the contracted room block the Hotel reserves the right to renegotiate the Special Considerations.

* Four Complimentary Upgrades to Remodeled Executive Suites at the Group Rate of $235.00
* Up to ten (10) boxes delivered to show management at hotel at no handling charge from hotel.
* Ten percent (10%) discount on Group’s final Audio Visual charges with Exclusive use of PSAV
* Ten percent (10%) discount on 2019 Published Banquet Menus
* Complimentary Basic Wireless Guest Room Internet
* Complimentary Basic Wireless Meeting Space Internet

SECTION 4 - CATERED PORTION OF EVENT

1. **Rental of Function Space, Food and Beverage Services**
2. The Hotel will reserve function space and food and beverage services according to the program outlined in Appendix B.
3. Three (3) months prior to the Event, the Hotel’s Conference and Catering Services Department will contact Royal Media’s representatives to assist in detailed planning and preparations for the catered functions. All details of the catered functions are to be finalized a minimum of 3 weeks prior to the Event.
4. All on-site food and beverage arrangements will be made through the Hotel. Only food and beverage purchased from the Hotel may be served on Hotel property.
5. **Prices**
6. Royal Mediaagrees that menu prices quoted are estimates only and are subject to change, due to changes in costs of commodities, labor, taxes or other similar reasons subsequent to the signing of this Agreement. Hotel shall provide actual prices six months prior to the Event. Alternatively, in the event of increased costs, the Hotel may make reasonable substitutions in menu items and Royal Media agrees to accept such substitutions.
7. A 13% service fee is added to all functions and meeting room rental for payment to the hourly paid wait staff and service employees engaged in the service of the event. An administrative fee of 12% is added to all function and event orders and meeting room rental to defer overhead costs. No part of this administrative fee is provided to wait staff or service employees.
8. The sales tax applicable at the time of the Event will be added to all food and beverage charges and meeting room rental.
9. A charge of $100 will be added for attendance of less than 20 persons.
10. **Modifications to Program**
11. Royal Media must advise the Hotel as soon as possible of any change to function space or food and beverage requirements. Any changes to Appendix B shall be subject to availability and a reasonable increase or reduction in function room rental may apply.
12. The function space specified in Appendix B is reserved only for the time(s) indicated.If Royal Media requests the use of the function space for any additional time, such request shall be subject to the approval of the Hotel and may be subject to additional fees at the Hotel’s established charges.
13. Royal Mediamay not make changes to the menu within the three (3) day period preceding the Event.
14. **Number of Attendees**

The guaranteed number of attendees at each catered function must be communicated to the Catering Office at the Hotel not less than (3) business days prior to the Event. A banquet event order will be provided for each scheduled function. A 5% allowance in food preparation over the guaranteed number of attendees will be made on all catered functions comprising part of the Event. Meeting space is provided at **$2,000** (excluding taxes and service charge).

The minimum revenue for banquet food and beverage (excluding taxes and service charge) for the Event is **$10,000.00**. Royal Media will be responsible for the minimum banquet food and beverage revenue in the event the actual banquet food and beverage revenue is less than the minimum banquet food and beverage revenue.

1. **Displays, Exhibits and Decorations**
2. All displays, exhibits, decorations or similar paraphernalia (collectively, “Displays”) proposed by Royal Media shall be subject to the prior written approval of the Hotel. The Hotel assumes no responsibility whatsoever for Displays brought into the Hotel by Royal Media or any third party in connection with the Event, including, but not limited to, claims of personal injury or property damage related to Displays.
3. All Displays must conform to the applicable building code and fire ordinances and should be free standing without attachment to walls, ceilings or floors. For greater certainty and without limitation to the foregoing, all applicable flame proofing regulations shall be complied with.
4. All Displays, equipment and musicians must enter and exit the Hotel through the receiving entrance and/or security office located on Austin Street. Delivery and pick-up times must be coordinated with the Hotel in advance.
5. **Right to Inspect and Not Liable for Personal Property**

The Hotel reserves the right to inspect and control all private functions. The Hotel does not assume liability for any personal property and/or equipment (“Property”) of Royal Mediaor Royal Media’s guests, invitees or third party providers brought to the Hotel and any Property brought onto the premises shall be at the sole risk and responsibility of Royal Media**.**

1. **Box Delivery Charges**

The Hotel has established a delivery fee of $5.00 per box delivery to either the guest rooms or meeting space. For boxes over 75 lbs in weight the fee will be $15.00 per box and $250 per pallet. These charges will be posted to the master account.

The following concessions has been granted to Royal Media:

* Up to ten (10) boxes delivered to show management at hotel at no handling charge from hotel.
1. **Outside Audio Visual Vendors**

The Hotel maintains PSAV Presentation Services; a full service Audio Visual company within the hotel for all of Royal Media lighting, audio visual, recording, computer, and office equipment needs with full service, professional sales managers and technicians on staff.

If Royal Media would prefer to bring in their own licensed, Audio Visual vendor for all or part of the Event, the Hotel will assess Royal Media the following service and power fees:

|  |  |  |
| --- | --- | --- |
| **Meeting Room** | **Time Frame** | **Power Charge** |
| Salon ASalon B | 7:00 AM – 5:00 PM | $1,500.00 |
| 6:00 PM – 12:00 AM | $1,500.00 |

In order to protect the property and physical plant, the Hotel requires that a member of the PSAV staff be present for the “load-in”, “load-out” and installation of any and all equipment from Royal Media’s Audio Visual vendor and to monitor, advise and supervise the installation of all equipment. A flat fee of $750.00, that covers up to ten (10) hours a day, will be assessed to Royal Media for such supervision. This fee will also ensure that hotel standards are upheld from a safety and security standpoint.

The Hotel requires a certificate of insurance policy showing a minimum of $2,000,000.00. This certificate must be on file within 45 days prior to load-in date). This certificate must be provided in order for the supplier to conduct business within the Hotel. Additional guidelines will be provided by your Sales Manager or Conference Planner.

If Royal Media uses PSAV for the Event audiovisual needs and services, the above fees will not apply.

If Royal Media is in need of support, a Technician can be provided to assist for $85.00 an hour from 6:00 am to 10:00 pm and $95.00 per hour from 10:00 pm to 6:00 am with a minimum of four (4) hours.

SECTION 5 - DEPOSIT

In order for the Hotel to hold the Room Block, Royal Media, an initial deposit of **$4,000** must be received by the Hotel by **November 8, 2019** (the Option Date). In the event such deposit is not received, the Hotel may terminate this Agreement. In addition, Royal Media must adhere to the following Deposit schedule or all commitments may be released at the option of the Hotel. Provided meets its obligations under this Agreement, the Deposit will be deducted from the final billed amount. The Deposit is non-refundable except in the case of force majeure.

|  |  |  |
| --- | --- | --- |
| **Charge Type** | **Due Date** | **Amount** |
| First Deposit | November 8, 2019 | $4,000 |
| Second Deposit | January 30, 2020 | $8,000 |
| Last Payment | Upon Program Conclusion | Remaining charges |

**SECTION 6 – CANCELLATION**

1. **Cancellation Fee**

If Royal Mediacancels the entire Event, the Hotel shall have suffered damages equivalent to the profits that the Hotel would have earned from the sale of rooms, the catering of food and beverage, food and beverage outlets, and use of recreation facilities, commission on retail sales and ancillary payments etc. in connection with the Event. The parties acknowledge that it is difficult to quantify such damages and have agreed that the Hotel shall assess a cancellation fee, (the “Cancellation Fee”) against Royal Mediaas liquidated damages and not as a penalty. The parties agree that the Cancellation Fee will be based on the date written notice of cancellation is received by the Hotel, and calculated as (i) a percentage of Estimated Room Revenue and (ii) a percentage of Estimated Food and Beverage Revenue in accordance with the following scale:

|  |  |
| --- | --- |
| **Number of Days Prior to the Event** | **Percentage of Estimated Room Revenue** |
| 0-30 days | 100% |
| 31-60 days | 80% |
| 61-120 days | 60% |
| 121-180 days | 50% |

|  |  |
| --- | --- |
| **Number of Days Prior to the Event** | **Percentage of Estimated Food and Beverage Revenue**  |
| 0-15 days | 100% |
| 16-30 days | 60% |
| 31-60 days | 40% |
| 61-120 days | 20% |

1. **Payment of Cancellation Fee**

In the case of cancellation, the Cancellation Fee and any related taxes are payable within 30 days of the date of cancellation after which time the Cancellation Fee will bear interest at the rate of 1 1/2% per month (18% per annum) until paid, unless this rate exceeds the maximum rate permitted by applicable laws, in which event the maximum legal rate shall apply. Deposits paid by Royal Mediawill be applied against the Cancellation Fee owing.

1. **Resale For Cancellation**

Notwithstanding the above, should Royal Mediacancel the entire Event, the Hotel agrees to undertake reasonable sales efforts to resell the canceled rooms**,** which had been set aside for Royal Media as of the contract date. Provided the Cancellation Fee has been paid in full, if the Hotel resells rooms, Royal Mediawill be reimbursed for the lesser of the resale price and the amount of the Cancellation Fee paid by Royal Mediathat is attributable to the resold rooms. Reimbursement will be made within 90 days from the date of the Event. For greater certainty, all rooms in inventory at the time of cancellation must be sold before any rooms are considered resold.

1. **Construction Clause or Renovation**

As of the date of signing of this contract, Hotel has started the remodeling of Hotel Guest rooms. The Hotel agrees to keep Royal Media informed in writing of the following:

* 1. Planned scope of project;
	2. Schedule for completion;
	3. Anticipated impact project will have on areas to be utilized by Royal Media.
	4. Hotel’s plan for minimizing impact of project to Royal Media if any.

Hotel promises that any such construction or remodeling will not interfere with Royal Media use of the Hotel. The parties agree to negotiate in good faith to resolve any concerns raised as a result of renovations or remodeling and to enter into such amendments of this agreement as may be necessary to reasonably accommodate both parties’ interests.

1. **Option to Rebook**

The Hotel agrees that 40% of any cancellation fee charged to the Patron may be used towards a Patron event of equal or greater anticipated revenue booked within 6 months of full cancellation of the Event and that will take place within twelve months from the Event dates. The fees will appear as a credit against the bill for the new event. All cancellation fees remaining after one year shall be forfeited by the Patron.

SECTION 7 – ATTRITION

1. **Attrition Fee**

If Royal Mediapartially cancels the rooms from the Room Block or such rooms are not otherwise taken up by Royal Media(“Attrition”), the Hotel will have suffered damages equivalent to the profits that the Hotel would have earned from the sale of rooms, food and beverage outlets, and ancillary payments, in connection with the rooms not taken up (“Attrition Rooms”). The parties acknowledge that it is difficult to quantify damages and have agreed that the Hotel shall assess an attrition fee, (the “Attrition Fee”) against Royal Mediaas liquidated damages and not as a penalty. The Attrition Fee is calculated as 100% of Estimated Room Revenue for the Attrition Rooms. If the Hotel is able to resell any of the Attrition Rooms**,** such rooms will not be included in the calculation of the Attrition Fee. For greater certainty, all rooms in Hotel inventory must be sold before any of the Attrition Rooms are considered resold. All applicable taxes will be charged where required by law.

Notwithstanding the above, up to 21 days prior to the arrival date Royal Mediais permitted an attrition allowance of up to 20% of anticipated revenue from the Room Block commitment, without being assessed an Attrition Fee, in accordance with this provision, provided the Event is not fully canceled. **The Hotel must be notified in writing by Royal Media on or before the Option Date of March 16, 2020 to exercise their allowable attrition. Attrition is calculated on a cumulative basis.**

##### Payment of Attrition Fee

Where Attrition exceeds the permitted attrition allowance, the Attrition Fee and any related taxes will be added to the Event’s final invoice. Attrition will be calculated on a cumulative basis.

**COMPETITORS**

Hotel agrees it will use commercially reasonable efforts not to knowingly book “competitors” of the Group for meeting and/or function space at the hotel between 4/05/20 - 4/07/20 without the prior written consent of the Group. In the case that a “Competitor” requests to host a meeting over the Group’s conference dates, the hotel will notify the group contact for written approval to sell space to this“Competitor” . Should the Hotel book a “Competitor” of the Group in violation of this Selection after the effective date of this Agreement, the Hotel shall make reasonable efforts to move the “Competitor” to alternate dates where no such conflict exists. If the Hotel is unable to move the Competitor the parties agree to negotiate in good faith to resolve any concerns raised and to enter into such amendments of the agreement as may be necessary to reasonably accommodate both parties’ interests. The Group must provide the hotel a list of considered “competitors” with this signed agreement.

SECTION 8 - PAYMENT PROCEDURE

1. **Payment Options**

A master account will be established for Royal Media(“Master Account”) and all items marked under “Charge to Master Account” below will be charged to the Master Account, pending credit approval by Credit Manager**.** If credit is not approved, then all payments must be made in advance of the Event. Individual attendees will be required to establish credit by providing a credit card for authorization upon arrival, and will be responsible for all indicated charges. Any remaining charges, which are not specifically indicated, will be charged to the Master Account.

|  |  |  |  |
| --- | --- | --- | --- |
| Room and Tax: | Individual [ ]  ***Except for Staff Rooms*** | Phone Calls: | Individual [ ]  |
| Laundry/Valet: | Individual [ ]  | Food Outlets: | Individual [ ]  |
| Mini Bar: | Individual [ ]  | Parking Charges: | Individual [ ]  |
| Transportation: | Individual [ ]  | Bellman Gratuities: | Individual [ ]  |
| Miscellaneous: (please indicate): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  | Individual [ ]  | Room Attendant | Individual [ ]  |

1. **Account Settlement**

A final invoice (the “Invoice”) of all outstanding amounts will be prepared at the close of the Event. Final payment of all amounts not in dispute is due immediately upon receipt of the Invoice, unless prior billing arrangements have been made with the Hotel's Credit Manager. Any Invoice outstanding for more than thirty (30) days will bear interest at the rate of 1 1/2% per month (18% per annum) until paid, unless this rate exceeds the maximum rate permitted by applicable laws, in which event the maximum legal rate shall apply.

1. **Disputed Invoices**

In the event Royal Mediareasonably disputes any item, Royal Mediawill pay the Invoice less the disputed amount. The parties shall negotiate in good faith to resolve the disputed amount within thirty (30) days. Payment of the resolved amount, if any, is due thirty (30) days after resolution of the dispute.

1. **Payment by Credit Card**

The undisputed balance of the Master Account may be paid by credit card within fifteen (15) business days of receipt of the billing statement at no additional charge; however, accounts tendered to a credit card after the fifteen (15) day grace period will be subject to a three percent (3%) convenience fee.

**PART TWO – LEGAL TERMS**

SECTION 9 - DAMAGES TO HOTEL

Royal Mediashall be responsible for all liabilities, losses, claims, demands, damages, costs and expenses, including (without limitation) property damage and/or personal injuries suffered or incurred by the Hotel or any employee or staff member of the Hotel and arising as a direct or indirect result of the negligence or willful misconduct of Royal Mediaor its employees or any invitee of or outside contractor hired or engaged by Royal Media.

SECTION 10 - INDEMNITIES

Each Party agrees to indemnify, defend and hold harmless the other party and each of its directors, officers, employees, operator and agents (collectively, the “Indemnitees” and individually, an “Indemnitee”) from and against all liabilities, losses, claims, demands, damages, costs and expenses (including but not limited to reasonable legal fees and disbursements) suffered or incurred by an Indemnitee and arising as a direct result of any claim, proceeding, civil, criminal or administrative action, inquiry, suit or legal action instituted against an Indemnitee in respect of the Event and arising as a direct result of the negligence, fraud or willful misconduct of the Party or any of its directors, officers, employees, operator and agents. Such indemnity shall not apply to the extent that an Indemnitee is claiming indemnity for its own negligence, fraud or willful misconduct.

The foregoing is not intended to modify any rights or obligations of the parties as set out in the applicable innkeepers legislation.

SECTION 11- INSURANCE

Royal Mediaand the Hotel agree to obtain and maintain throughout the term of the Event, insurance of such types and in such amounts as a reasonably prudent company in their respective industries would obtain and, upon request, each agrees to provide the other with evidence of such insurance.

SECTION 12 - FORCE MAJEURE

If for any reason beyond the Hotel’s or Royal Media’s reasonable control (including but not limited to strikes; labor disputes; acts, regulations or orders of governmental authorities; civil disorder; disasters; acts of terrorism: acts of war; acts of God; fires; flood or other emergency conditions; any delay in necessary and essential repairs of the Hotel, any curtailment of transportation such that at least 60% of attendees cannot arrive at the Hotel) it is impossible or illegal for the Hotel or Royal Mediato perform its obligations under this Agreement, such non-performance is excused and such affected party may terminate this Agreement without further liability of any nature, and any Deposit shall be returned. The parties agree to negotiate in good faith to rebook any Event cancelled due to a force majeure event. Deposits may be applied to the rebooked Event.

**SECTION 13 – PERSONAL DATA**

1. Each party acknowledges that, for the purpose of data protection laws and regulations, it is a data controller of personal data of employees, clients and customers of Royal Mediawhich is provided or made available to the Hotel for the purposes of this Agreement and any ancillary activities (“Relevant Personal Data”)and that it, in common with the other party, determines the purposes for which and the manner in which Relevant Personal Data is, or is to be, processed. Each party shall process Relevant Personal Data in accordance with all applicable laws and regulations.
2. The Hotel shall:
3. process Relevant Personal Data in accordance with the Four Seasons Privacy Policy;
4. where Relevant Personal Data is provided to the Hotel by Royal Mediaand to the extent reasonably practicable, process such Relevant Personal Data in a manner consistent with the fair processing information provided to the relevant data subjects by Royal Media and
5. taking into account the nature, scope, context and purpose of processing, implement and maintain appropriate technical and organisational security measures to ensure a level of security appropriate to the risk, including the risk of accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Relevant Personal Data, in accordance with the Hotel’s obligations under applicable data protection laws and regulations (including, for the avoidance of doubt and where applicable, the EU General Data Protection Regulation (2016/679)).

**SECTION 14 – AMERICANS WITH DISABILITIES ACT**

1. **Hotel’s Responsibilities**

The Hotel shall be fully responsible for compliance with the Americans with Disabilities Act of 1990, as it may be amended, and all the rules and regulations promulgated under it (the “ADA”) with respect to obligations on the Hotel including but not limited to requirements with respect to accessible guest rooms.

1. **Royal Media’s Responsibilities**

Royal Media shall be fully responsible for compliance with the ADA with respect to areas under the control of Royal Media.

SECTION 15 - GENERAL PROVISIONS

1. **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws ofstate or province where the Hotel is located.

1. **Notices**

All notices required or provided for under this Agreement shall be in writing and shall be effective immediately upon receipt by personal delivery, facsimile transmission or registered mail, return receipt requested, addressed to the other party's attention. Contact of Record is:

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| --- | --- | --- | --- |
| Patron: | Royal Media | Hotel: | Mt. Jefferson Holdings, LLCdba Four Seasons Hotel Houston |
|  |  | Signatory: | Peter Falke |
|  |  | Title: | Director of Marketing |
| Contact: | Caitie Devine | Contact: | Stefany Moscoso |
| Title: | Events Director | Title: | Group Sales Manager |
| Address: | 8 West 38th StreetSuite 901New York, NY 10018 | Address: | 1300 Lamar StreetHouston, TX 77010 |
| Phone: | (619) 272-2649 | Phone: | 713-652-6242 |
|  |  | Fax: | 713-276-4797 |
| E Mail: | cdevine@royalmedia.com | E Mail: | stefany.moscoso@fourseasons.com |

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|  |

1. **Non-Waiver of Breach**

Any failure to demand strict and full performance of any of the covenants or agreements on the part of the other party, to be observed, kept or performed, while the party is in default with respect to any such covenant or agreement, shall not be construed to be a waiver by the first party of any such default or breach of covenant.

1. **Authority to Sign**

If this Agreement is signed by Royal Media in the name of a corporation, partnership, association, club or society, the person(s) signing represents and warrants to the Hotel that he/she has full authority to sign such agreement.

1. **Not Transferrable**

This Agreement is for the provision of services exclusively to Royal Mediaand cannot be assigned, resold or in any way transferred to any other party, except that Hotel may assign this Agreement to a successor-in-interest without consent. Any attempt to do so shall be considered a cancellation under this Agreement and the Cancellation Fee will apply.

1. **Entire Agreement**

This Agreement contains all of the understandings between the parties and may only be modified in writing signed by both parties.

1. **Severance**

In the event that one or more of the provisions of this Agreement shall be found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed as of the date last written below.

**Mt. Jefferson Holdings, LLC**

dba **Four Seasons Hotel Houston**

Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Stefany Moscoso

Group Sales Manager

Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Peter Falke

Director of Marketing

**Royal Media**

Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Caitie Devine

Events Director

**APPENDIX A**

**Estimated Charges (excluding taxes):**

|  |  |
| --- | --- |
| **Estimated Room Revenue** | $20,880.00 |
| **Estimated Banquet Food and Beverage Revenue** | $10,000.00 |
| **Estimated Meeting Room Revenue** | $2,000.00 |

**APPENDIX B**

**SCHEDULE OF EVENTS**

| **Date** | **Time** | **Event**  | **Room** | **Setup** | **People** | **Rental** |
| --- | --- | --- | --- | --- | --- | --- |
| Mon, 04/06/20 | 7:00 AM - 11:00 AM | Setup | Ballroom A & B | Crescent/Open | 100 | Waived |
| Mon, 04/06/20 | 8:00 AM - 5:00 PM | Exhibits | Ballroom Foyer | Exhibits | 10 | Waived |
| Mon, 04/06/20 | 12:00 PM - 1:00 PM | Lunch | Ballroom A & B & Foyer | Crescent/Open | 100 | Waived |
| Mon, 04/06/20 | 12:00 PM - 5:00 PM | General Session | Ballroom A & B | Crescent/Open | 100 | $1,000.00 |
| Tue, 04/07/20 | 8:00 AM - 5:00 PM | Exhibits | Ballroom Foyer | Exhibits | 10 | Waived |
| Tue, 04/07/20 | 8:00 AM - 5:00 PM | General Session | Ballroom A & B | Crescent/Open |  | $1,000.00 |
| Tue, 04/07/20 | 12:00 PM - 1:00 PM | Lunch | Ballroom A & B & Foyer | Crescent/Open | 100 | Waived |

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**DEPOSIT INVOICE**

**Royal Media**

Jet Fuel Innovation Summit

Attn: Caitie Devine

8 W 38th St

New York, NY 10018

|  |  |  |
| --- | --- | --- |
| **Charge Type** | **Due Date** | **Amount** |
| First Deposit | November 8, 2019 | $4,000 |

Please remit the Payment to:

Four Seasons Hotel Houston

Attn: Accounts Receivable

1300 Lamar Street

Houston, TX 77010

Preferred Payment Method by ACH to:

Wells Fargo, Bellevue, WA

ABA # 121 000 248

Acct# 412 799 5371