



INTERCONTINENTAL  
WIEN

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GROUP BOOKING CONTRACT

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COMPANY:  
American Society of Retina Specialists

NAME:  
Ms Jill F. Blim, MS

ADDRESS:  
20 North Wacker Drive, Suite 2030  
Chicago, IL 60606  
United States

DATE:  
11 APRIL 2013

PHONE:  
001 312 5788760

FROM:  
Carina Stadler

TITLE OF RESERVATION:  
ASRS – American Society of Retina Specialists

PAGES INCL. COVER PAGE:  
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Dear Ms Blim,

We are very pleased to be able to host your upcoming group at the InterContinental Vienna and look very much forward to working together with you.

Please find the enclosed your group booking contract, which should cover all the details of your booking. We kindly ask you to carefully review this contract and return a complete and duly signed copy by **April 20<sup>th</sup>, 2013** in order to confirm this reservation. Please insert your initials on the bottom of each page.

Should you require additional information, please feel free to contact me by phone at 0043 1 71122 118 or by email at [Carina.Stadler@ihg.com](mailto:Carina.Stadler@ihg.com) at any time.

Best regards,

Carina Stadler  
Convention Sales Manager

  
Customer

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This hotel is owned by Danube Hotel-Betriebsgesellschaft mbH and operated by IC Hotelbetriebsführungs GmbH  
Johannesgasse 28, 1037 Wien, Österreich  
Tel: +43 (0) 1 71122 0 Fax: +43 (0) 1 7134489 [vienna@ihg.com](mailto:vienna@ihg.com) [www.intercontinental.com](http://www.intercontinental.com)  
VAT-Nr. ATU15671501, FN 68339z, HG Wien

**Room requirements**
**Guest rooms and reservation period:**

2015	Wed 08/07	Thu 09/07	Fri 10/07	Sat 11/07	Sun 12/07	Mon 13/07	Tue 14/07	Wed 15/07
Run of house		116	195	195	195	195	195	30
Staff rooms	5	5	5	5	5	5	5	5
<b>Total</b>	<b>5</b>	<b>121</b>	<b>200</b>	<b>200</b>	<b>200</b>	<b>200</b>	<b>200</b>	<b>35</b>

**Rates:**

Room	Single Rate	Double Rate
Run of house	€ 189,00	€ 209,00
Staff rooms	€ 159,00	€ 179,00

The above room rates apply per room per night and include all applicable taxes and service charges (Austrian tax regulations are subject to changes), inclusive of Breakfast in our Restaurant MediterraNeo (Room Service is not included).

Rates are based on 2013. Rates for 2015 are subject to a possible increase of 3% per year.

**Rate parity clause:**

No lower rates will be offered over the group's peak nights for events of similar size and nature. In the event the hotel offers a lower rate over group's peak night to an event of similar size and nature, the hotel will lower the group rate to the rate that is being offered.

The Hotel reserves the right to renegotiate the contract should the room block as mentioned above change by more than 20% per day.

**Additional Charges (optional):**

Porterage	€ 4,00 per person in/out
Room drop	€ 3,00 per room

**Concessions:**

- ❖ 2 guest rooms for site inspection at € 129 including Club Lounge access, (27.11.2012, 1 night) expense will be deducted from final bill
- ❖ 1 complimentary bedroom for every 50 paid bedrooms on cumulative basis (max. 4 per night)
- ❖ 5 complimentary upgrades to a Studio Suite at the Run of house rate, including VIP Set (valid only for minimum 180 guest rooms per night)
- ❖ Group rate guaranteed 3 nights pre-arrival and post-departure (upon availability)
- ❖ 5 staff rooms per night to a reduced rate of € 159 including breakfast
- ❖ 3 complimentary transfers from the Vienna International Airport to the InterContinental Vienna arranged by the hotel

**Special Offer to Attending Customers of European InterContinental and Crowne Plaza Hotels Educational Sales Forum March 2013:**

- ❖ 5% discount from the meeting/event master account invoice
- ❖ The discount applies to services provided by the hotel as booked by the customer, including accommodation, meeting room hire, hotel provided food and beverage that is pre-booked as part of the event contract, signed by both customer and hotel prior to the event taking place
- ❖ The discount does not apply to: non-hotel external supplier services, such as audio-visual equipment hire, speaker fees etc.
- ❖ Meeting room rental and staff cost waived for banquets with F&B

  
 Customer



#### Guaranteed Number of Rooms

The Client is responsible for 85% of the contracted room block. Should the pick up fall below the 85% the client will pay to the Hotel as a liquidated damage, not as a penalty, the difference between 85% and the groups' actual pickup multiplied by the group rate for the contracted length of stay.

#### Reservation procedure

All guests will make their own reservations on the Internet. Reservations will be submitted on the InterContinental homepage. Once the contract is signed the group booking link will be provided.

For any bookings outside the block guests are requested to contact our Reservations Department over the phone on +43 1 71122 62 or Fax on +43 1 71122 344 or via email: [vieha.reservations@ihg.com](mailto:vieha.reservations@ihg.com)

The guests shall be informed that a credit card number will be required to guarantee their reservation. An automated reservation confirmation will be send after booking your reservation on the Internet.

Any guaranteed reservation that is considered a "no show" will result in a charge of one night's room and tax and will be charged to the individual credit card and is non-refundable.

#### Check In / Check Out

All rooms will be held on a guaranteed basis for late arrival. Any early arrivals will be noted on the rooming list, however the hotel cannot guarantee the rooms to be ready before 16.00 hrs (04.00 pm) without additional charges – unless agreed otherwise in writing between the hotel and the client. To guarantee a room for arrival before 16.00 hrs (04.00 pm), the night prior has to be reserved and will be charged at the hereby-agreed contracted rate per applicable room type. Rooms of non-guaranteed early arrivals will be accommodated as soon as rooms become available.

Check-out time is 12.00 noon. Late check out until 16.00hrs: 50% surcharge on the negotiated room rate will be charged, thereafter 100% will be charged.

A valid Credit Card is required upon Check-In for all incidentals. Alternatively € 73,00 per person and night can be deposited at reception.

#### Event Spaces

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
09.07.2015	06:30	10:30	Breakfast	Restaurant 'MediterraNeo'	Existing / As Is	5	--

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
10.07.2015	06:30	10:30	Breakfast	Restaurant 'MediterraNeo'	Existing / As Is	121	--
10.07.2015	10:00	17:00	Meeting	1 Ballroom Section	U-Shape	37	€ 990,00

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
11.07.2015	06:30	10:30	Breakfast	Restaurant 'MediterraNeo'	Existing / As Is	200	--
11.07.2015	10:00	17:00	Meeting	1 Ballroom Section	U-Shape	37	€ 990,00
11.07.2015	18:00	21:00	Welcome Reception	Ballroom	Reception	500	*

\*Please note, that a minimum consumption of € 10.000,00 is required.

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
12.07.2015	06:30	10:30	Package Breakfast	Restaurant 'MediterraNeo'	Existing / As Is	200	--

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
13.07.2015	06:30	10:30	Package Breakfast	Restaurant 'MediterraNeo'	Existing / As Is	200	--

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
14.07.2015	06:30	10:30	Package Breakfast	Restaurant 'MediterraNeo'	Existing / As Is	200	--

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
15.07.2015	06:30	10:30	Package Breakfast	Restaurant 'MediterraNeo'	Existing / As Is	200	--

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
16.07.2015	06:30	10:30	Package Breakfast	Restaurant 'MediterraNeo'	Existing / As Is	35	--

Function space as indicated in this document is held on a firm and definite basis, and may not be changed by Hotel without written authorization by Client, except in the event that Client sleeping room block pick-up is less than 85%, as provided for elsewhere in this document. In the event that Client sleeping room block should not achieve 85% or greater, hotel may either relocate meeting space to more appropriate location[s], subject to approval of Client, or Hotel may increase or charge additional meeting room rental.

If the hotel is running at or above 85% occupancy over the requested dates, then a private breakfast room adjacent to the restaurant will be opened up at no additional charge.

All meeting rooms can be reserved on a 24hr basis at a 50% surcharge.

Please note that smoking is prohibited on the conference level and only allowed in designated areas.

#### Final details

To ensure a smooth running of the event final details have to be forwarded to the Hotel no later than 30 days prior to the function.

- ❖ Agenda
- ❖ Guaranteed numbers
- ❖ AV requirements
- ❖ Food & Beverage orders

**Average F&B pricing:** rates are based on 2013. Rates for 2015 are subject to a possible increase of 3% per year.

Coffee breaks:	from € 8,00 per person
Plated breakfast:	from € 25,00 per person
Buffet breakfast:	from € 32,00 per person
Plated and buffet lunch:	from € 38,00 per person


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Receptions: from € 15 per person  
Plated and buffet dinner: from € 48,00 per person

### Estimated Payment Calculation

Staff rooms	5 rooms	x	8 nights	x	€ 159,00	=	€ 6.360,00
Evening Reception	500 Pax	x	1 day	x	€ 20,00	=	€ 10.000,00
Min. consumption							
Room rental for Board meeting	1 room	x	2 days	x	€ 990,00	=	€ 1.980,00
<b>Total</b>						=	<b>€ 18.340,00</b>

Please refer to Addendum

### Billing Instructions

Master Account/Society of Retina Specialists      Individual charges/Extras

Room & breakfast	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Staff rooms	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Evening Reception	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Meeting room rentals	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lunch and/or Dinners (if requested)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Beverages during meals/meetings	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Room service	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Minibar	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Telephone	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Room deliveries/drops (if requested)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other expenses (audio-visuals etc.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Each guest will be responsible for guest room, breakfast and all individual charges and will settle these upon check-out. American Society of Retina Specialists will at all times endeavor to assist with the collection of any non-paid amounts.

#### Catchall Phrase


There shall be no additional mandatory charges made to any guest except as follows: if not specifically set forth, the hotel shall not charge or post to any room ledger or master account any amount except what is agreed to and signed by the guest in advance of/ or set forth in this agreement.

The Hotel must be made aware of any special billing instructions prior to the event in writing.

### Billing Address

According to Austrian law it is imperative to indicate your VAT number on the final billing statement in order to issue the invoice correctly.

Name of Company : American Society of Retina Specialists  
Address of Company : 20 North Wacker Drive, Suite 2030  
Town, Zip Code : Chicago, IL 60606  
Country : USA

  
Customer



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#### Advanced Payments

Advanced payments depend on size of group, i.e. number of rooms held per day and **the number of participants and booked services (value)** as outlined in this agreement.

Should below deadlines not be adhered to, the hotel has the right to release space automatically. For payments please use the following details:

Account number	82019495800
Bank	Erste Bank AG
SWIFT Code	GIBAATWW
IBAN	AT 612011182019495800
Reference (payment)	Name der Gruppe und Ankunftsdatum

Advanced payments equal to 100% of the booked value must be sent to the Hotel according to the following schedule:

<b>Total estimated: € 18.340,00</b>
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10% - € 1.834,00 due July 8 <sup>th</sup> , 2014
40% - € 7.336,00 due January 8 <sup>th</sup> , 2015
50% - € 9.170,00 due April 8 <sup>th</sup> , 2015

Final settlement is due upon check-out.

Upon third deposit payment the hotel requests a valid credit card in order to guarantee payment of the total master account. The credit card is only charged if client fails to remit the appropriate payment on timely.

#### HB Placement Clause

HelmsBriscoe is acting with the full consent and the client is aware of the placement fee. A placement fee of 10 percent, based on actual room revenue consumed, is to be paid by the property to HelmsBriscoe. Actual room revenue consumed includes all room revenue generated by this group, including rooms consumed over the contracted amount and rooms credited to the group after cutoff. This placement fee is due to HelmsBriscoe regardless of the method of reservation utilized or rate paid by the individual attendees. The hotel further agrees that the placement fee for the booking of this meeting is non-cancelable and non transferable to any other party.

#### Revisit clause

The client and the hotel agree to review the contract commitments on or before the following date: **July 8<sup>th</sup>, 2014**

On or before the above mentioned date, the parties will evaluate the room block, meeting space, F&B guarantees, rental charges, current pickup to date, concessions offered to the client. If necessary based on factual documentation provided by the client to support its claim for reduction(s) in any or all of these areas, the client shall be entitled to make adjustments and renegotiate the terms as they relate to the sleeping room block, meeting space usage, F&B guarantees, rental charges, pickups, concessions offered, and other relevant factors including changes in the national economy and Group's previous usage without penalty (financial or otherwise) to client if mutually agreed by client and hotel. All revisions to these items and new commitments will be finalized on the date set forth above, and as of this date, shall be considered the new and final room and space commitment for the Group upon which all attrition and/or contract stipulations detailed herein shall be based. The hotel shall confirm in writing any changes to the Contract, which result from the review by the Group and the Hotel of the room and space commitments, agreed to and outlined in the Schedule of Events, which is attached and made part of this Contract.



Customer

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Johannesgasse 28, 1037 Wien, Österreich  
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#### Cancellation and No-shows

Cancellation penalties depend on size of group, i.e. number of rooms held per day, and on timings, when cancellations will be done. Cancellations are to be understood **non-cumulative**, i.e. once a cancellation without penalty has taken place in a given time frame (as outlined below), further cancellations result in a penalty. Cancellations are defined as **number of rooms per night held and the number of participants and booked services (value)** as outlined in this agreement.

No shows: If room reservations are not taken (no show, early departure), as originally reserved, they are charged for the first night of stay.

Any nonrefundable individual cancellation or early departure fees that are collected will be applied to any group performance or cancellation charges due.

#### Following cancellation conditions apply:

**Total value: € 203.209,00**

- ♦ From the signing of this contract until July 8<sup>th</sup>, 2014, the entire event may be cancelled without penalty.
- ♦ Between July 9<sup>th</sup>, 2014 and October 8<sup>th</sup>, 2014, **50% of the total value (€ 115.104,50)** may be cancelled without penalty. Excess cancellation will be fully charged based on the contracted revenue. Should the entire group cancel, 50% (€ 115.104,50) of the full value of the outlined agreement is levied as a cancellation fee.
- ♦ Between October 9<sup>th</sup>, 2014 and January 8<sup>th</sup>, 2015, **35% of the total value (€ 80.573,15)** may be cancelled without penalty. Excess cancellation will be fully charged based on the contracted revenue. Should the entire group cancel, 60% (€ 138.125,40) of the full value of the outlined agreement is levied as a cancellation fee.
- ♦ Between January 9<sup>th</sup>, 2015 and April 8<sup>th</sup>, 2015, **20% of the total value (€ 46.041,80)** may be cancelled without penalty. Excess cancellation will be fully charged based on the contracted revenue. Should the entire group cancel, 70% (€ 161.146,30) of the full value of the outlined agreement is levied as a cancellation fee.
- ♦ Between April 9<sup>th</sup>, 2015 and June 8<sup>th</sup>, 2015, **10% of the total value (€ 23.020,90)** may be cancelled without penalty. Excess cancellation will be fully charged based on the contracted revenue. Should the entire group cancel, 90% (€ 207.188,10) of the full value of the outlined agreement is levied as a cancellation fee.
- ♦ Between June 9<sup>th</sup>, 2015 and June 24<sup>th</sup>, 2015, **5% of the total value (€ 11.510,45)** may be cancelled without penalty. Excess cancellation will be fully charged based on the contracted revenue. Should the entire group cancel, 90% (€ 207.188,10) of the full value of the outlined agreement is levied as a cancellation fee.
- ♦ After June 24<sup>th</sup>, 2015, any cancelled room or participant or booked service will be charged.

#### Booking guarantee

Upon signing the contract the hotel requests a valid credit card in order to guarantee payment of the total master account. The credit card is only charged if client fails to remit the appropriate payment on timely basis.

#### Rebooking clause

The hotel agrees that a possible cancellation fee charged to the client, may be used as a credit toward another program booked within 12 months of cancelled program. In addition, this credit that is charged to the client can be applied to any other GROUP department booking a program at the hotel within the same period of 12 months.

#### Resale

Upon notice of cancellation and or attrition, hotel will undertake all commercially reasonable efforts to resell the guest rooms. The hotel will not charge attrition or cancellation fees if the hotel is sold out over the respective dates. Prior to billing of cancellation or attrition, the hotel must submit documented proof that the guest rooms were not resold or reused.

  
Customer



**Third Parties Services**

The hotel does not take responsibility for the customs clearance of goods arrived to the hotel and will not take any administrative issues. In case any additional costs should occur regarding customs clearance, the hotel reserves the right to charge all costs to the customer.

**Double booking clause**

In the event the hotel double books ASRS's meeting space, the hotel will provide ASRS first option on the space and relocate the other group

**Relocation clause**

- ♦ In the event any member of your Group with a guaranteed reservation cannot be accommodated by the hotel, the hotel will provide the following:
- ♦ Accommodations at a comparable Hotel as close as reasonably possible at no charge to the guest for the first night the guest is displaced from the Hotel.
- ♦ One complimentary round trip ground transportation between Hotel and the alternate Hotel for each day the guest is displaced.
- ♦ One (1) 5 minute phone call and necessary arrangements for forwarding of the displaced guest's telephone messages and mail.
- ♦ Offer to relocate displaced guest back to the first available room. If room becomes available and the guest elects not to return to the Hotel, the Hotel will have no further obligations under this clause.
- ♦ Upon return to the Hotel, upgraded accommodations (if available) and a welcome expression from the General Manager.
- ♦ Credit to the Group for any guests displaced toward its room block pick up for purposes of this contract and for calculation of the Group complimentary room credit.

**Construction and renovation**

Hotel shall promptly notify Group of any construction or remodeling to be performed in the Hotel over the meeting dates and Hotel shall use all commercially reasonable efforts to insure that any such occurrence shall not materially interfere in any way with Group's use of the Hotel. Should construction or remodeling be mutually determined to materially interfere with Group's meeting, Group shall have the right to terminate this contract without liability with written notice to Hotel as long as such notice is given within (30) days of Group's receipt of notice of such construction or remodeling.

If hotel closes any outlets over groups meeting dates, hotel will notify ASRS and provide financial compensation for ASRS attendees and/or provide alternate options.

**Mutual Indemnification**

Each party agrees to indemnify, defend and hold harmless the other party from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney fees) (collectively referred to as "Claims") arising out of bodily injury of any person, including death, or property damage, but only to the extent that such claims result in vicarious/derivative liability to the Indemnitee are caused by the agents, employees, or volunteers. In consideration for the use and occupancy of the Licensed Premises, the Licensee agrees to waive all rights of subrogation against the City its officers, officials, agents and employees for losses arising from the use, occupancy or condition of the Licensed Premises.



Customer

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#### **Force Majeure**

The performance of the agreement by either part is subject to insurmountable and unpredictable cause beyond the reasonable control of the parties preventing such performance in the following circumstances

- (i) acts of God (such as, but not limited to, fires, explosions, earthquakes and floods);
- (ii) nuclear, chemical or biological disaster;
- (iii) war, hostilities (whether war be declared or not), invasion, act of foreign enemies and revolution;
- (iv) riot, strikes, go slows, lock outs or disorder;
- (v) governmental regulation, demand or requirement;
- (vi) acts or threats of terrorism

This agreement may be terminated without penalty for any one or more of such reasons by written notice from one party or the other.

#### **Insurance**

The hotel and the Organization shall obtain and maintain, and provide evidence of insurance upon request to provide coverage for any liabilities which may reasonably arise out of or result from the respective obligations pursuant to this contract.

#### **Change of Ownership**

In the event of a sale, change in management or the flag of the property, the new owner will be required, as a term of condition of the sale, to honor the contract for Company.

#### **Security Guidelines**

##### **Security and safety boxes**

Security can be arranged through the convention sales department. We shall not be responsible for any values stored in the meeting rooms. Complimentary safety boxes are provided at the front desk and in each guest room.

##### **Security rules**

In case of an emergency please use the designated exits. Please stay calm and follow the instructions of the hotel staff. In case of an evacuation please leave the building immediately. Meeting point is the Stadtpark which is located opposite of the hotel.

##### **Binding agreement with regards to safety rules for conventions:**

It is imperative that all meeting rooms are closed and secured at any time unless the organizer or guests are present. The hotel reserves the right to ask the organizer for submitting a release of liability in case no insurance was taken out – especially if precious goods are on display.

It is hotel policy that any kind of decoration, banners, hanging type of signage etc. has to be fixed properly, however they must not damage doors or wall surface throughout the hotel. Materials used for decoration shall not be placed near heat or any devices that can heat up. Flammable materials that could release toxic gases are prohibited at any time.

The engineering department is responsible that all power outlets are in compliance with the current Austrian safety regulations. That also applies for any electrical equipment used by the organizer. The power system shall not be overloaded. Any additional installed cables have to be secured accordingly to avoid accidents.

Emergency exits, escape routes, fire alarm studs, fire extinguisher etc. have to be accessible at any time and may not be covered or moved.



Customer



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The use of fire, smoke or steam needs to get written approval of the hotel management and is only permitted if fire fighters are present. The organizer will be financially responsible for it.

Fireworks are strictly prohibited throughout the hotel.

All function rooms shall be locked unless they are being used. Prior to the beginning of a function all entries need to be opened.

#### Place of Jurisdiction

Place of Jurisdiction for this contract is Vienna. This contract shall be governed by Austrian law.

#### Final Provisions

Changes should be made in writing, but even if no new contract is issued, the rules established previously do still apply. Both parties accept the terms and conditions of this contract and addendum by their signature. Kindly return the duly signed contract copy until **April 20<sup>th</sup>, 2013**.

FOR AND ON BEHALF OF

INTERCONTINENTAL WIEN

Thomas Legner  
General Manager

Date:  
Stamp:

FOR AND ON BEHALF OF

Society of Retina Specialists

Ms Jill F. Blim, MS

Date: 4-19-2013  
Stamp:

Customer