



## QUICK CONFIRMATION AGREEMENT

### HILTON BARBADOS RESORT

NEEDHAM'S POINT

ST. MICHAEL | BARBADOS | BB11000

This Quick Confirmation Agreement ("Agreement") is by and between Soul In The Caribbean Ltd. ("Group" or "you" or "your(s)") and Needham's Point Holdings Ltd. ("Owner"), d/b/a Hilton Barbados Resort (the "Hotel" or "we" or "us" or "our"). **Especially**

#### Prepared for:

**Client Contact Name:** Vivy Brown  
**Title:** Director  
**Company Name:** Soul In The Caribbean Ltd  
**Address:**  
**City, State, Zip:**  
**Phone:**  
**Email:** Soulinthecaribbean@soulnetwork.co.uk

#### Event & Hotel Information:

**Name of "Event":** Soul in the Caribbean  
**Date(s) of Event:** 26 October – 02 November, 2022  
**Post to Reader Board As:** Soul in the Caribbean  
**Hotel Contact:** Ryan Forde  
**Title:** Manager – Group Sales  
**Phone:** (  
**Email:**

**Option Dates:** These arrangements are being held on a first option basis until **06 November, 2020** (the "Option Period"). If we do not receive a signed copy of this Agreement by **06 November, 2020**, we may, at our sole option and with no notice required, release this first option, or may continue to hold the arrangements, or may review and revise our rates. No cancellation fee shall apply if we release

**Additional Terms and Conditions:** By signing where indicated below, Group is agreeing that in addition to the terms and conditions of this Agreement as outlined herein, this Agreement is also comprised of all the general terms and conditions

forth in the Confirmation Agreement – Additional Terms and Conditions (collectively, the "Additional Terms and Conditions") located on the following web site: <http://hiltondistribution.com/quick-confirmation/addlterms.htm>.

**Entire Agreement:** This Agreement, together with the **Standard Terms and Conditions** (attached hereto and incorporated herein by reference), the above-referenced **Additional Terms and Conditions**, appendices, addenda and 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 the parties. This Agreement will become a binding commitment upon signature by both Group and Hotel (even if signed after the Option Period). Hotel will use the Sertifi system for the Hotel to upload the Agreement for eSignature by the parties. If for any reason this Agreement is returned signed by Group but with changes, it shall not constitute an acceptance, but rather a counteroffer by Group that may be accepted or rejected by the Hotel in Hotel's sole discretion.

The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign.

**Check-In/Out Time:** Our check-in time is 4:00 PM; check-out time is 11:00 AM. All guests arriving before 4:00 PM will be accommodated as rooms become available. Our Bell Captain can arrange to check baggage for those arriving early when rooms are unavailable and for guests attending functions on departure day.

**Early Departure Fee:** If a guest who has requested a room within your Room Block checks out prior to the guest's reserved checkout date, the Hotel will not refund the costs of the room for the nights originally booked (as the room will not be able to be resold at such short notice due to the occupancy of the hotel). Guests wishing to avoid an early checkout fee should advise the Hotel at or before check-in of any change in planned length of stay. The Hotel will inform your Group attendees of this potential charge upon check-in and requests that you also inform your attendees of this obligation.

**Master Accounts:** Group agrees to the following deposit schedule: **DEPOSIT SCHEDULE**

IN USD

<b>Due Date</b>	<b>Amount</b>
<b>Initial Deposit</b>	Due 10 days after received signed contract
<b>Second Deposit</b>	Due on or before 06 March, 2021
<b>Third Deposit</b>	Due on or before 06 June, 2021
<b>Fourth Deposit</b>	Due on or before 06 Sept, 2021
<b>Fifth Deposit</b>	Due on or before 06 January, 2022
<b>Sixth</b>	Due on or before 06 April, 2022

Please note that while rates are quoted in United States Dollars (USD), all payment transactions must be processed in local Barbados currency as mandated by local law. Hilton Barbados Resort uses an exchange rate of USD\$1:BDS\$2 for all transactions. Due to minor currency fluctuations in the actual daily exchange rate with your financial institution, as well as any foreign currency transaction fees incurred through your credit card provider, there will be a variation in the final USD amount shown on your credit card statement.

We reserve the right to increase the amount of deposits and/or pre-payments should there be a negative change in your financial status, even if credit had previously been approved. If advance payments or deposits are not paid on a timely basis, the Hotel will

have the right, at our option, to consider the Agreement cancelled and we will be entitled to cancellation damages as provided in this Agreement.

**Sleeping Room Performance Policy:** The Total Sleeping Room Nights Reserved under this Agreement will generate revenue for Hotel (“Total Anticipated Sleeping Room Revenue”). If you do not use all of the sleeping rooms in your Room Block, you agree that the Hotel will suffer damages because the Hotel will have lost the opportunity to offer your unused rooms to others either individually or as part of another block and the Hotel will incur additional costs in attempting to resell inventory that was already sold to you. The parties agree that since the exact amount of such damages would be difficult to determine, the liquidated damages clauses provided for in this Agreement are a reasonable effort by the parties to agree in advance on the damages that the Hotel will suffer due to your lack of performance. Therefore, if the contracted Event is held as scheduled, Hotel will not seek sleeping room performance damages if Group achieves a minimum of ninety percent (90%) of the Total Anticipated Sleeping Room Revenue. Should Group achieve less than this amount, Group agrees to pay to Hotel, as reasonable liquidated damages and not a penalty, the difference between ninety percent (90%) of the Total Anticipated Sleeping Room Revenue and the actualized guest room revenue received by Hotel for rooms used and paid for as part of the official Room Block, plus any applicable state and local taxes as required by law, as a reasonable estimate of the Hotel’s losses on sleeping rooms, ancillary revenue, costs of sale and other losses. All estimated sleeping room performance damages will be due and payable to the Hotel no later than seven (7) days prior to Group arrival date, regardless of Master Account credit status.

**Food and Beverage Performance Policy:** The guestroom rates and concessions outlined are based on Group’s guaranteed expenditure of a minimum in banquet food and beverage and restaurant outlet expenditure, excluding taxes, gratuities and service charges (“Total Anticipated Food and Beverage Revenue”). The Total Anticipated Food and Beverage Revenue amount does not include gratuities, service charges, supplemental surcharges, applicable federal, state or local taxes or any other fees outside of food and beverage product sales. Should you fall short of this Total Anticipated Food and Beverage Revenue, whether due to reduction in size of your meeting, drop in attendance, change in food and beverage functions or otherwise, you agree that the Hotel will suffer damages that will be difficult to determine. Therefore, you agree that you will pay the Hotel, as liquidated damages and not as a penalty, the amount equal to the difference between the guaranteed Total Anticipated Food and Beverage Revenue and the actual food and beverage revenue amount received by Hotel for your Group’s banquet food and beverage functions during your Event dates, plus any applicable state and local taxes as required by law. You agree that this charge is a reasonable estimate of the Hotel’s losses on food and beverage.

Once food and beverage functions have been established under the Event Orders sent to you by the Hotel, performance damages for food and beverage will be determined separately based on the terms of the Event Orders if the anticipated food and beverage revenue under the Event Orders is higher. At the time Event Orders are prepared, Hotel will advise Group if the food and beverage selections based on the Event Orders will achieve the Total Anticipated Food and Beverage Revenue. If not, the Hotel will provide Group with food and beverage options that would achieve the Total Anticipated Food and Beverage Revenue. Group will then have the option of either altering the Event Orders to achieve the Total Anticipated Food and Beverage Revenue, or paying the estimated food and beverage performance damages pursuant to this Food and Beverage Performance Policy.

All estimated food and beverage performance damages will be due and payable to the Hotel no later than seven (7) days prior to Group arrival date, regardless of Master Account credit status.

**If this Agreement is cancelled by Group,** the parties agree that the Hotel will have lost the revenue represented by this Agreement, and also the opportunity to offer your unused facilities to others either individually or as part of another block and we will incur additional costs in attempting to resell inventory that was already sold to you. The parties agree that since the exact amount of such damages will be difficult to determine, the liquidated damage clauses provided for in this Agreement are a reasonable effort by the parties to agree in advance on the damages that the Hotel will suffer due to a cancellation. Therefore, Group agrees that should Group cancel your Event for any reason other than due to a valid Impossibility occurrence, including changing your meeting site to

another hotel, Group will pay as liquidated damages to the Hotel a percentage of the Total Anticipated Revenue for your Event, plus any applicable state and local taxes as required by law, as follows:

<b>: Date of Hotel's Receipt of Cancellation Notice</b>	<b>Percentage of Total Anticipated Revenue</b>
From Signing to 26 October, 2021	25%
From 27 October, 2021 to April 25, 2022	50%
From April 26 to 25 July, 2022	65%
From 26 July, 2022 to date of arrival	75%

Total Anticipated Revenue for this Event is

The parties agree that the sliding scale of damages above is intended to reflect that the closer in time to the date of your Event that a cancellation occurs; the less likely it is that Hotel will be able to replace any or all of your business with comparable business. Therefore, no analysis of resale or mitigation will be required and damages will be due as set forth below.

Payment of cancellation damages is due at the same time that you deliver your written notice of cancellation to the Hotel. We may consider your notice of cancellation to be invalid and thus may not release accommodations held until payment of the applicable cancellation damages is received; therefore, delay in payment may result in higher cancellation damages owed.

You may request that we prepare a statement detailing the applicable cancellation damages payment, plus any applicable state and local taxes. We will subtract any advance payments and deposits previously paid by you to us.

**Application of Cancellation Damages Paid To Replacement Event ("Rebook Credit"):** If the cancellation damages set forth above are paid with notice of cancellation, the Hotel agrees that a portion or all of the damages (depending on date of cancellation the amount varies based on what has been paid prior) paid will be applied toward the Master Account of a replacement Event booked, actualized and paid for by Group no later than

**26 October – 02 November, 2023.**

If 100% of payments have been made at the time of cancellation due to an Impossibility then 100% of payments will be credited to the replacement event that would take place **26th Oct – 02nd Nov 2023** at the same rates.

The amount of credit will be based on the date Hotel receives notice of cancellation and payment of damages as set forth above. This credit may be applied only to a Group Event generating a minimum of **USD \*\*\*\*** in sleeping room revenue, and is based upon date and rate availability at the Hotel.

Any unused credit will be retained by the Hotel. If the replacement meeting is cancelled, Group will pay cancellation damages pursuant to the applicable agreement and the credit provided in this paragraph will be retained by Hotel.

**Cancellation by Hotel:** In the event that the Hotel cancels this Agreement for reasons other than a breach by Group or as otherwise expressly provided for elsewhere in this Agreement, then Group will be entitled to recover from Hotel those reasonable actual damages as allowed by law. Group will be required to take reasonable steps to reduce any damages, including but not limited to using alternate locations for the cancelled Event identified as willing and able to host the Event on similar terms if possible.

**Hotel's Right to Cancel Future Contracted Events:** Should the Group's Master Account remain unpaid after 60 days, or if advance payments requested are not paid as required, in addition to Hotel's other remedies, Hotel reserves the right to cancel any subsequent

arrangements agreed upon herein or any agreements separately made by that time between Group and the Hotel for additional conventions/meetings to be held in the future at the Hotel, and that in such event the Hotel shall have no liability to Group for such cancellation

(no fees, charges, damages or penalties shall be due from the Hotel as a result of the cancellation and no claim shall be brought against the Hotel as a result of the cancellation).

In the event of cancellation by Hotel pursuant to this clause, Group will be responsible for cancellation damages set forth in each of the event agreements.

Additionally, should employees, agents, contractors or attendees of the Group entity signing this Agreement cause unreasonable damage or disruption to Hotel's premises, operations or guests, *or* in the event of any criminal activity on Hotel's

premises arising out of or related to Group's Event, Hotel reserves the right to cancel any subsequent arrangements agreed upon herein or any agreements already contracted for additional functions/meetings to be held in the future at this Hotel, and that in such event the Hotel shall have no liability to Group for such cancellation (no fees, charges, damages or penalties shall be due from the Hotel as a result of the cancellation and no claim shall be brought against the Hotel as a result of the cancellation). In the event of cancellation by Hotel pursuant to this clause, Group will be responsible for cancellation damages set forth in each of the event agreements.

**Unavailability of Guestrooms:** The parties agree that on occasions due to unanticipated circumstances, the Hotel may not have rooms available for all guests who wish to check in on a particular night. While Hotel will use reasonable efforts to avoid such situation affecting the Group, if the Hotel cannot accommodate an attendee with a confirmed reservation guaranteed for late arrival in the Room Block, the Hotel will provide the following:

1. Accommodations at a comparable hotel as close as possible and at no charge to the guest for each night the guest is displaced from the Hotel.
2. One daily complimentary round trip ground transportation between Hotel and the alternate hotel.
3. The Hotel will make necessary arrangements for the displaced guest's telephone messages and mail to ensure that they are properly forwarded.
4. Group will receive credit for any guests displaced towards Group's pick up for purposes of this Agreement.
5. If a room becomes available at the Hotel for the displaced guest and the guest elects not to return to the Hotel, the Hotel will have no further obligations under this clause.

**Renovation/Remodelling:** As of the date of the signing of this Agreement, Hotel has no plans for renovation or remodelling of any facilities, which will be utilized by Group pursuant to this Agreement, other than ordinary maintenance. If after this Agreement is signed, Hotel confirms any plans to remodel or renovate its facilities, Hotel agrees to inform Group in writing within a reasonable amount of time of the following:

- a. Planned scope of project
- b. Schedule for commencement and completion;
- c. Anticipated impact project will have on areas to be utilized by Group; and
- d. Hotel's plan for minimizing impact of project on Group.

#### **Outdoor Events**

☑ Hotel reserves the right to make the decision to move any outdoor function to the available indoor backup space if any of the following conditions exist: wind gusts in excess of 20 mph, temperatures below 60 degrees, and/or 30% or higher chance of precipitation in the area.

☑ Group will be advised of all options for Group's function at a minimum of six (6) hours in advance of the function after which the Hotel's decision is final based on bad weather.

**Impossibility (Covid-19):** If unforeseen events beyond the reasonable control of the parties (including but not limited to: acts of God; declared war in the country in which the Hotel is located; government regulations, including but not limited to government (local or national) imposed restrictions on maximum meeting size where such restrictions would apply to Client's Event over the scheduled Event dates and/or the issuance of a "Level 3 Travel Warning" by the Centers for Disease Control and Prevention that

specifically advises travelers to avoid all non-essential travel to where the Hotel is located and which travel advisory is in effect over the Event dates) any of which make it illegal or impossible to perform under this agreement (including cancelled flights due to Covid-19 restrictions), the affected party may terminate this agreement, without liability, upon providing written notice to the other party within ten (10) days of the occurrence.

The amount of credit will be based on the date Hotel receives notice of cancellation and payment of damages set forth.

**Indemnification:** To the fullest extent permitted by law, you agree to protect, indemnify, defend and hold harmless the Hotel, Hotel's Owner, and Hilton Worldwide, Inc., and each of their respective owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "Hotel Indemnified Parties"), from and against any and all claims, losses or damages to persons or property, governmental charges or fines, penalties, and costs (including reasonable attorney's fees) (collectively, "Claim(s)"), in any way arising out of or relating to the Event that is the subject of this Agreement to the extent any such Claim(s) arise out of (i) the negligence, gross negligence or intentional misconduct of Group's employees, agents, contractors, or and attendees, or (ii) a violation or breach of any of the terms and conditions of this Agreement by you or any related act or failure to act by you including but not limited to the obligation of compliance with applicable laws or regulations. Nothing in this indemnification shall require you to indemnify the Hotel Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the Hotel Indemnified Parties.

To the fullest extent permitted by law, Hotel agrees to protect, indemnify and hold harmless you, your owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "Group Indemnified Parties"), from and against any and all Claims (as such term is defined above) arising out of or relating to the Event that is the subject of this Agreement to the extent any such Claim(s) arise out of (i) the negligence, gross negligence or intentional misconduct of Hotel's employees, agents, or contractors, or (ii) a violation or breach of any of the terms and conditions of this Agreement by Hotel or any related act or failure to act by Hotel including but not limited to the obligation of compliance with applicable laws or regulations. Nothing in this indemnification shall require Hotel to indemnify any of the Group Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the Group Indemnified Parties.

The party found to be at fault or responsible for any Claim will be required to indemnify the other party as provided in this section.

To the fullest extent permitted by law, the parties agree that a comparative negligence standard will apply to any Claims and each party will be responsible for paying for the portion of the total Claims attributable to its fault. In the event of a settlement of any Claim, expenses will be allocated proportionately based upon the amount paid by each party.

This section shall not waive any statutory limitations of liability available to either party, including innkeeper's limitation of liability laws, nor shall it waive any defenses a party may have with respect to any Claim. This section shall survive any termination or expiration of this Agreement.

**Disclaimer of Liability:** To the fullest extent permitted by law, Group agrees that in no event will Hotel, Hotel's Owner or Hilton Worldwide, Inc. be liable for (1) any services or products provided, or to be provided, to Group by any third party supplier or contractor (including, but not limited to, companies that provide meeting registration or management services, florists, decorators, musicians, etc.), or (2) any liability arising out of any agreement between Group and any such third party supplier or contractor that Group hires or retains to provide services to Group's Event. For the avoidance of doubt, this disclaimer applies even if such third party supplier or contractor (1) was recommended by Hotel to Group, (2) was as a preferred supplier / vendor of the Hotel, and/or (3) pays Hotel commissions or provides Hotel with other incentives based on their services paid for by Group.

Hotel agrees to maintain general liability insurance with limits not less than \$2,000,000 per occurrence, covering liability for personal injury, property damage, liquor liability, and automobile liability, as well as Workers Compensation insurance per applicable laws and Employers Liability insurance.

Upon written request, each party shall make evidence of coverage available to the other party. For hotels that participate in Hilton Worldwide's general liability insurance program, proof of Hotel's insurance coverage is satisfied by a Memorandum of Insurance available at: <http://www.marsh.com/moi?client=0291>. The Hotel can confirm whether they participate.

**Governing Law:** The Agreement will be governed by and interpreted pursuant to the laws of the state in which Hotel is located, excluding any laws regarding the choice or conflict of laws.

**Dispute Resolution:** The parties will use their commercially reasonable efforts to informally and timely resolve any dispute concerning any matter related to this Agreement by presenting the dispute to senior representatives of Hotel and Group for their discussion and possible resolution in the order set forth herein; provided, however, a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, and/or infringement of intellectual property rights shall not be subject to this provision. All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If within a period of thirty (30) calendar days after submission of a disputed matter in accordance with this clause, the respective senior representatives are unable to agree upon a resolution of such dispute, then the dispute will be resolved by arbitration using one arbitrator before JAMS or the American Arbitration Association in the state and city in which Hotel is located, or the closest available location. The parties further agree that in any arbitration proceeding, they may conduct reasonable discovery pursuant to the arbitration rules, and any arbitration award will be enforceable in State or Federal court.

**Collection/Attorney's Fees:** The parties agree that the prevailing party in any arbitration or court proceeding arising out of or related to this Agreement will be entitled to recover an award of its reasonable attorney's fees and expert witness fees, costs and pre and post judgment interest at the highest available legal rate. The parties further agree that if Hotel must retain counsel or initiate arbitration or legal action to collect of any monies owed to Hotel by Group under this Agreement, whether or not an arbitration or court action is filed, Hotel will be entitled to recover its attorney's fees incurred in such efforts to collect