



WESTGATE RESORTS

NEW YORK CITY
304 East 42nd Street
New York, NY 10017
212-986-8800

**MINISTRY OF IDPS FROM THE OCCUPIED TERRITORIES,
LABOR, HEALTH AND SOCIAL AFFAIRS OF GEORGIA
September 22 to 25, 2019**

Issue Date:	August 22, 2019
Group Name:	Ministry of IDPs from the Occupied Territories, Labor, Health and Social Affairs of Georgia
Group Contact:	Mr. Zaal Kapanadze – Director of LEPL State Regulation Agency for Medical Activities
Telephone:	
Address:	144 Tsereteli Ave. Tbilisi 0159 Georgia
Property Contact:	Charmaine Murray
Title:	Director of Sales
Telephone:	212-297-3437
Fax:	212-297-3440

This agreement (the "Agreement") is made and entered into by and between Westgate New York City, LLC a Florida limited liability company (hereinafter referred to as "Hotel" or "Westgate") and Ministry of IDPS from the Occupied Territories, Labor, Health and Social Affairs of Georgia (Hereinafter Referred to as "Group") and dated August 22, 2019. Hotel and Group agree that the terms of this Agreement are based upon the information provided by the Group. Westgate is pleased to confirm the check-in of September 22 to 25, 2019.

1. OPTION DATE

The Hotel agrees to hold the space listed in this agreement on a tentative basis until August 26, 2019. If this agreement is not fully executed by the Group and Hotel by August 26, 2019, the space will be released. If an alternative request is received, the Hotel will notify the Group and Group will have twenty-four (24) hours from receipt of Hotel notification to return this executed agreement. Upon receipt by Westgate of a signed copy of this Group Contract Agreement, it shall be interpreted and considered a binding contract.

If the Hotel does not receive the signed Group Contract Agreement by the Option Date stated above, The Hotel will:

- A. Release the guestrooms being held in the Room Block
- B. Have no further obligations to the Group under this Agreement

2. GUEST ROOM ACCOMMODATIONS

Room Type	Rate	Sep 22	Sep 23	Sep 24	TOTAL ROOM NIGHTS
	Sgl. /Dbl.	Sun	Mon	Tue	
Signature King	\$499	6	6	6	18

3. ROOM RATES

The Hotel is pleased to extend to the Group the above rates three (3) days pre and post of the dates contracted above. This is based on availability of rate and space. All rates are in US dollars.

4. TAXES

The above rates do not include any applicable state or municipal taxes, fees or assessments. Group shall be responsible for any applicable taxes, fees or assessments, the amounts of which are subject to change by applicable government agencies with or without notice.

If Group is claiming tax-exempt status, then:

1. Group must present all documentation required by Hotel and pay in the manner specified by Hotel
2. Group hereby accepts all liability and agrees to indemnify Hotel for all taxes paid and all costs incurred, including attorney fees, if a taxing authority requires that Hotel remit tax for the room nights covered by this Agreement.

The rates are subject to 8.875% New York State tax, 5.875% New York City hotel tax, \$1.50 per room per night New York City Development tax; \$2.00 per room per night New York Occupancy tax. All taxes are subject to change without prior notice.

5. RATE INCLUSIONS/CONCESSIONS

- Wi-Fi
- Bottled water on the day of arrival
- Breakfast – One (1) American Breakfast per room per day based on occupancy
- Waiver of the \$35.00 Facilities Fee per room per day
- One (1) Complimentary welcome amenity

6. CUT-OFF DATE

The Room Block will be held until 5:00 PM on **Tuesday, August 30, 2019** at which time all unreserved guest rooms within the Room Block will be released for general sale. Thereafter, additional reservations for Group Guests will be accepted on a space-available basis at the Prevailing Best Available Rate. The release of rooms for general sale following the Cut-off Date shall not alter, release or negate the Group's obligations regarding attrition and/or cancellation under this Agreement and any such released room shall be considered an "unused" room for such purposes.

7. RESERVATION METHOD

It is our understanding that all reservations will be made by rooming list. **Please forward the final rooming list no later than Tuesday, August 30, 2019** to our Group Coordinator at the following email address: **Bernice_miranda@wgresorts.com**. After that date, we reserve the right to offer unused rooms held in your block to other customers to reduce our losses and your obligations under the performance clause. The release of rooms for general sale shall not alter, release or negate the Group's obligations regarding attrition and/or cancellation under this Agreement and any such released room shall be considered an "unused" room for such purposes. Reservations requested after this date will be accepted at the discretion of the hotel based upon rate and space availability.

The rooming list should indicate the names; room type; arrival & departure dates.

8. CHECK-IN/CHECK-OUT

Check-in time is 3:00 p.m. Each reservation for which the required deposit has been received is guaranteed for late arrival up to 11:59 PM of the scheduled Check-In Date. Check-out time is 12:00 PM. A late-departure charge may apply for any room(s) occupied after the scheduled check-out time.

9. GROUP GUARANTEE

Upon return of the signed Agreement, Group shall provide Hotel with a valid credit card that will be held as guarantee of the Group against cancellation and attrition. This credit card will not be charged, unless there is attrition to the block as outlined below.

Westgate reserves the right to cancel or modify a Reservation (including after the Reservation has been confirmed) if the Reservation includes or resulted from a mistake or error of any kind, including but not limited to, a mistake or error in the rate, resort or room type or where it appears that a guest has engaged in fraudulent or misleading activity in making the room reservation.

10. BILLING

Individuals are responsible for their own charges, that is, room; tax and incidentals. A valid credit card is required at check-in and must be a major credit card whose brand is accepted by Hotel, on which Hotel may place a hold or process a prepayment in the amount of the guest's estimated charges.

Incidentals: All rooms in must be guaranteed for incidentals prior to the room keys being distributed.

Credit Card: The card must be a major credit card whose brand is accepted by Hotel, on which Hotel may place a hold of \$50 per night for the guest's estimated charges.

OR

Cash Deposit: A security deposit equal to One-Hundred dollars (\$100) cash deposit is required at check-in for each Reservation to cover any incidentals.

11. CANCELLATION & ATTRITION

Group agrees that if it cancels this Agreement for any reason, the Hotel will suffer damages. The closer in time to arrival the cancellation occurs, the greater the damages will be. Therefore, the Group agrees to pay the Hotel at the time of cancellation liquidated damages fee. Group may cancel one (1) room without penalty up to 3:00 PM EST on September 21, 2019. All cancellations after this date will be billed to the credit card on file.

12. ACCOMMODATIONS FOR PERSONS WITH DISABILITIES

As required by the Americans with Disabilities Act, The Hotel has a supply of guestrooms that are accessible to, and assistance equipment and aids for, persons with disabilities, subject to availability. The Group should advise The Hotel no later than thirty (30) days before the Check-In Date of any Group Guests who may require such equipment or aids and whether any additional equipment or services are needed. The Group or the Group Guest in question will be responsible for the costs of any required equipment or aids beyond what The Hotel has available.

13. PUBLICITY MATERIALS

Prior to their release and use or publication, the Group shall provide to Westgate for its approval, copies of any and all mailings, marketing collateral, press releases, e-blasts and/or any other publicity of any-kind, which include or reference Westgate Resorts, any of its resort properties, trademarks, pictures, brands or affiliates, or the like, which approval shall be in Westgate's sole and absolute discretion. Unless previously authorized in writing by Westgate, Group shall not advertise or make use of any proprietary name of Westgate or any other resort or hotel property owned or operated by and of Westgate's related or affiliated entities (collectively, the "Projects"), including but not limited to, (1) registering such names or domain names with any Internet search engine(s), meta-search engine(s), or similar-type Internet marketing device, as keywords or otherwise, (2) including such proprietary names in any meta-tags, or (3) otherwise promoting or attempting to promote the Group's services using such proprietary names.

14. PARKING

Hotel parking is available at the prevailing rates.

15. LIABILITY

Neither the Group nor any Group Guest shall use any guest room, meeting space, or other part of The Hotel for any activity that is illegal or prohibited under any applicable law, rule, or regulation. The Group shall be liable for any damage to The Hotel caused by any Group Guest or by any of the Group's employees, officers, agents, or outside contractors. Further, the Group shall indemnify, defend, and hold harmless The Hotel, its management company, and their respective employees from and against any losses, liabilities, claims, or damages that are the result of the negligence or intentional misconduct of any Group Guest or of any of the Group's officers, employees, outside contractors, or agents except to the extent that such loss, liability, claim, or damage is the result of the negligence or intentional misconduct of The Hotel. The Hotel is only liable for samples, displays, property, or personal effects brought to The Hotel by the Group, any Group Guest, or any officer, employee, agent, or outside contractor of the Group to the extent so provided under local innkeeper's laws.

If the Hotel breaches this Agreement by failing to provide the accommodations contracted for in this Agreement for any reason other than a *Force majeure* event, the Group shall be entitled to recover its actual damages that are the result of such breach, subject to mitigation thereof as required by law and provided that in no case shall the Group's recovery of damages exceed the amounts actually paid to The Hotel under this Agreement. The Hotel shall not be liable for any indirect, special, punitive, consequential, or incidental damages of any kind.

16. FORCE MAJEURE

Either party may cancel the Group Agreement without liability to the other party upon the occurrence of acts of God, declared war in the United States, acts of terrorism in the city where the Hotel premises is located, government regulations, disaster, strikes or civil disorder, to the extent that such event or circumstance makes it illegal; impossible or commercially impracticable for Hotel to provide, or for groups in general to use, the premises of Hotel. The Agreement cannot be cancelled under this section because of general economic conditions, including (without limitation) any recession or governmental budget cut. Either party that wishes to cancel the Agreement pursuant to this section must provide written notice to the other party identifying the event or circumstance that is the basis for such cancellation as soon as practicable after learning about such event or circumstance. If the Agreement is duly cancelled under this Section, then Hotel shall, within thirty (30) days after such cancellation, refund any deposits made by Group.

17. SECURITY

Hotel may, in its sole and absolute discretion, require additional security procedures, at Group's sole expense, because of the size or nature of the Group's proposed rental or use of the Hotel. These procedures may include the assignment by Hotel of additional security personnel employed by Hotel or Hotel's independent contractor (which may be the local police department). Hotel may allow Group to retain an outside security service provider that is approved in writing by Hotel prior to any Group event of function. If Group hires an outside security service provider, Group must provide Hotel with a copy of its agreement with the service provider, which shall indemnify Hotel, its owner, its management company and their respective parents, subsidiaries and affiliates, and all of their respective owners, members, partners, directors, officers, employees, representatives and agents, from and against any liabilities related to the security services. Under no circumstances shall any armed security personnel be permitted onto the premises of Hotel without Hotel's advanced written approval, which Hotel may withhold in its sole and absolute discretion.

18. SHIPPING & PACKAGES

In the event the Group will be shipping packages to the Hotel, the Group must notify the Hotel at least one week in advance. All packages sent to Hotel must include the name of Group; date of program and number of items being shipped. Shipment should arrive no earlier than three (3) days prior to the event. Hotel has no liability for

the delivery, security or condition of the packages. Hotel has limited storage space for Group's packages and shall not be required to store any Group packages that exceed Hotel's storage capacity.

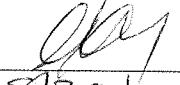
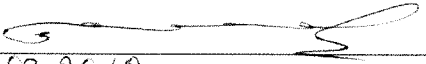
19. GENERAL PROVISIONS

- (a) Assignment. Neither this Agreement nor any of the terms, conditions, or provisions hereof may be assigned by Group.
- (b) Modification and Changes. This Agreement cannot be changed or modified except by another agreement in writing signed by the party sought to be charged therewith or by its duly authorized agent.
- (c) Understanding and Agreements. This Agreement constitutes all of the understandings and agreements of whatsoever nature or kind existing between the parties, and supersedes any and all prior agreements, whether written or verbal.
- (d) Headings. The article and paragraph headings contained herein are for convenience of reference only and are not intended to define, limit or described the scope or intent of any provision of this Agreement.
- (e) Governing Law. This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Florida. Venue for any action arising hereunder shall exclusively lie in Orlando, Orange County, Florida. Group hereby expressly submits itself to personal jurisdiction in the State of Florida.
- (f) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.
- (g) Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute, collectively, one Agreement, but in making proof thereof, it shall not be necessary to make more than one such counterpart.
- (h) Severability. Every provision of this Agreement shall be independent of and severable from the other provisions hereof. If any provision shall be held by a court jurisdiction to be invalid or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.
- (i) Mutual Cooperation. The parties hereto agree to cooperate fully with one another in carrying forth the various duties, responsibilities and obligations contained in this Agreement.
- (j) Indemnification. Group hereby agrees and does hereby indemnify Westgate, as well as the Projects, from all claims, actions, causes of actions, judgments, violations, demands, costs, and expenses incurred by Westgate or the Projects, jointly or severally, resulting from any act, omission, failure to act, breach, or violation by Group including, but not limited to, violations of this Agreement, violations of any local, state, or federal rules or regulations pertaining to Group relating to the solicitation of prospects or the sale of vacation packages. Such indemnification shall include all attorney's fees and court costs incurred by Westgate or the Projects relating to a claim covered by this Section.
- (k) Waiver, Mutual Cooperation. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement. The failure of either party to insist, at any time, on strict performance of any terms or conditions of this Agreement, or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, condition, option, right or remedy.

- (l) Attorneys' Fees, Prevailing Party. In the event of any litigation arising under this Agreement, the prevailing party shall be entitled to the recovery of all court costs and attorneys' fees inclusive of court costs and attorneys' fees incurred in any appellate proceedings.
- (m) EACH PARTY HERETO KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS, CROSS-CLAIMS, COUNTER-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR BETWEEN THE PARTIES TO THIS AGREEMENT, THEIR AFFILIATES, SUBSIDIARIES, SUCCESSORS, OR ASSIGNS AND IRRESPECTIVE OF WHETHER SUCH LITIGATION ARISES OUT OF THIS AGREEMENT, BY STATUTE, OR AS A MATTER OF TORT LAW AND THE PARTIES HERETO EXPRESSLY CONSENT TO A NON-JURY TRIAL IN THE EVENT OF ANY OF THE FOREGOING.

THIS AGREEMENT SUPERSEDES ANY PRIOR ORAL OR WRITTEN AGREEMENT BETWEEN THE PARTIES.

If all terms and conditions meet with your approval, please sign and return this Agreement to my email: charmaine_murray@wgresorts.com. The hotel agrees to hold the space as outlined in this Agreement on a tentative basis until August 22, 2019. If the Hotel and the Group do not have a fully executed Agreement by the date stated above, the Hotel will release the space for sale to the public. Hotel retains the right to contract with another party without any further notice to Group. Once the signed Agreement is received, I will in turn countersign and return a copy to you, therefore confirming our definite Agreement.

FOR WESTGATE NEW YORK CITY:		FOR GROUP: Ministry of IDPs from the Occupied Territories, Labor, Health and Social Affairs of Georgia	
Name: Charmaine Murray, Director of Sales		Name: ZAAL KAPANADZE	
Signature: 		Signature: 	
Date: 8/29/2019		Date: 26.08.2019	