



# PARAMOUNT

Agreement between **Paramount Hotel**, 235 W 46<sup>th</sup> Street, New York, NY 10036

and **The Grammar School of George of Podebrady**

The Grammar School of George of Podebrady Gymnazium Jiriho z Podebrad	Paramount Hotel
Dr. Kamil Briza, Principal	Nina Jones, Area Director of Group Sales
Studentska Street 166 Podebrady 29001 Czech Republic	235 W 46 <sup>th</sup> Street New York, NY 10036 US
	

This Agreement between Gymnazium Jiriho z Podebrad ("Group") and Becker-Paramount Fee, LLC c/o 235 W 46<sup>th</sup> Street, New York NY 10036 d/b/a Paramount Hotel ("Hotel") is effective as of the date it is signed by Hotel". This Agreement is due by **Friday, February 10, 2023**, to the Paramount Hotel.

## Guest Rooms:

The Hotel agrees that it will provide, and Group agrees that it will be responsible for utilizing the number of room nights in the following pattern. Below is the "Room Block" (the "Room Block")

## Rates:

Hotel will provide the guest room rates for the Room Block (the "Rates"):

	Fri 03/17/2023		Sat 03/18/2023		Sun 03/19/2023		Mon 03/20/2023		Tue 03/21/2023	
Room Type	Rooms	Rate	Rooms	Rate	Rooms	Rate	Rooms	Rate	Rooms	Rate
Superior Queen	2	\$169.00	2	\$169.00	2	\$169.00	2	\$169.00	2	\$169.00
Deluxe King	1	\$209.00	1	\$209.00	1	\$209.00	1	\$209.00	1	\$209.00
Superior Two Doubles	5	\$209.00	5	\$209.00	5	\$209.00	5	\$209.00	5	\$209.00

The rates above are NET/non-commissionable.

## Total Guest Room Night Commitment:

Group's total guest room night commitment is **40**. Unless otherwise specified in the concessions section, the booking does not constitute a complete buyout of all rooms and/or spaces in the Hotel. Hotel reserves the right to sell rooms in the Hotel to third parties and to grant guest and public access to the Hotel bar and restaurant areas, pool (if applicable) and other areas.

## Cut-off Date:

The "cut-off date" for reserving rooms in the Room Block is 5:00 p.m. local time at Hotel on **Friday, February 24, 2023**. After the cut-off date, it is at Hotel's discretion whether to accept additional reservations, which will be subject to prevailing rates and availability. Failure to reserve rooms in the Room Block prior to the cut-off date does not reduce Group's total guest room night commitment and does not impact the "Attrition" or "Cancellation" provisions below.

**Special Concessions:**

In consideration of the room nights from the number started herein, the Hotel will provide the following special concessions:

- Waived daily facility fee (\$35++ per room per night)
- Complimentary guest room & public space wifi

**Check-in Time/Check-out Time**

Check-in time is no earlier than 3:00 PM EST and check-out time is no later than 11:00 AM Late check-out requests will be based upon availability at the Hotel's sole discretion and may be subject to additional charges.

**Check In Requirements:**

Individuals must provide their own major credit card and photo ID upon check-in to guarantee incidental charges. The Hotel may require all individuals to be twenty-one (21) years of age to check in to the Hotel.

Each guest in a private room will be responsible for a \$100.00 security deposit upon arrival to cover incidental charges during their stay. Deposit will be refunded upon checkout when sufficient payment is provided to cover all incurred charges.

**Occupancy and Taxes:**

All rates are subject to 14.75% New York City and State Taxes, plus \$2.00 Occupancy Tax and \$1.50 Unit Tax per room, per night (subject to change). The above rates are for single or double occupancy.

Rates will be available 3 days prior and 3 days after the Event Dates indicated in the Room Block, subject to availability of guest rooms at the time of reservation and contract.

**Porterage:**

A porterage charge of \$21.36 per person (max 2 bags) round trip is mandatory for any Group of ten (10) or more rooms arriving at a common date and time. This includes both: Groups arriving by means of common transportation (i.e. bus, mini-van) and Groups arriving individually in series of vehicles (i.e. taxi, limo, etc.). These fees will be assessed to the master account, as well, any additional bags the group may have. If the total number of bags is less than what was initially charged, the hotel will refund the balance after the group departs. Please note that backpacks, shopping bags, purses and any other items will count as additional pieces of luggage and fees will apply.

If a second touch of the baggage is done by the hotel bell staff on either the Group's day of arrival or departure, additional fees for each bag will be assessed to the master account.

Should the Group need to store their bags upon departure, a mandatory storage fee of \$2.00 will apply for each bag stored and for overnight a fee of \$10.00 will apply for each bag stored, paid in cash directly to the Bellmen. Porterage fees are subject to change according to New York City's collective union agreement. These increases could occur one or two times a year, The hotel has no control over this increase as it is part of the New York City union agreement.

**Reservation Method:**

It is our understanding that reservations will be made by ROOMING LIST. Please submit the rooming list to my attention by **Friday, February 24, 2023**. After this cutoff date, any uncommitted rooms from your block will be released and further reservations will be honored on a space and rate available basis. This will also be the case for early arrivals and late departures.



**Early Departure Fee:**

An early departure fee of one night's room tax will apply if a Group attendee checks out prior to the confirmed checkout date.

**Billing Instructions:**

**Master Account Room, Tax & Fees only:** Arrangements have been made for each individual to have the room, tax portion & portorage fee charges posted to the Master Account. Incidental charges are the responsibility of the individual, and must present an approved method of payment, upon check-in, for such charges.

**Method of Payment:**

**Master:** Room and tax are to be applied to the Master Account and will be prepaid thirty (30) days prior to arrival. Guests are responsible for their own incidental charges. An invoice will be sent based on estimated charges. A credit card authorization must be submitted with prepayment and to guarantee the payment of any amount more than the estimated charges.

	Master	Individual
Room + Tax	x	
Incidentals		x
Facility Fee		Waived

**Deposit:**

A credit card guarantee must be given to secure the above reservations. The credit card will be responsible to guarantee the reservation against the cancellation policy as outlined below. A 50% deposit is required along with receipt of the signed letter of agreement and will be applied to your total balance due. The following outlines details pertaining to the group:

Date Due	Amount Due
Friday, February 10, 2023	Signed Contract and 50% Deposit Due
Friday, February 24, 2023	Rooming List Due, Remaining Balance Due, and Cutoff Date for Attrition
Friday, March 17, 2023	Group Checks In
Wednesday, March 22, 2023	Group Checks Out

In addition to its other rights under this Agreement, Hotel reserves the right to terminate this Agreement or cancel any room booking (in its sole discretion and without penalty or paying any compensation) if any or all of the fee is not paid in accordance with the payment schedule.

**Adjustments to Concession:**

In the event of any reductions in total room nights from the numbers stated herein, the Hotel may adjust any concession previously offered in this agreement, including those concessions offered on a complimentary basis.

**Food & Beverage Policy:**

We require that all arrangements for the serving of Food and/or Beverage in public rooms, meeting rooms, guestrooms and suites are made with the hotel. No food may be brought in or removed from the hotel premises. All liquor, beer and wine must be supplied by the Hotel and consumed on the premises. When serving alcoholic beverages, the State minimum age is observed. The Hotel reserves the right to refuse alcoholic beverage service to any person whom, in the hotel's sole judgment, appears intoxicated.

**Cancellation / Attrition Policy:**

This contract constitutes our mutual agreement for **Gymnazium Jiriho z Podebrad's** usage of 40 room nights.

You may cancel up to 10% of room nights by the date specified above at no charge. If, however, fewer than 90% are used and/or you fail to notify us of any reduction by the date specified above, there will be a charge of 100% of room charges.

In addition, you may cancel the entire room block as follows:

Date of Cancellation	Percentage of Room Block Charges Owed
Date of signing to 120 days in advance of first arrival date	0%
119 days to 90 days in advance of first arrival date	50%
89 days – to 31 days in advance of first arrival date	75%
30 days or less in advance of first arrival date	100%

The rates offered are based in part upon the total gross revenue anticipated by the Hotel from your agreement to the group block. All deposits are non-refundable after the date they are due and collected. You understand and agree that an assessment will be charged for cancellations in all, or any part of the group block reserved, change of date, or reduction in the number of rooms outside of the attrition policy. This assessment is determined upon our receipt of advance written notice of the scheduled date according to the schedule outlined. Cancellation damages will be calculated as a percentage, based on the date of cancellation of total anticipated gross revenues from the group block listed in the agreement.

#### **Canary Technologies:**

Paramount Hotel utilizes Canary Technologies a web-based solution that facilitates the submission, storage, and processing of payment information in a convenient, secure and PCI compliant method. You will receive a link via email from a Sales Representative with all the appropriate steps. Please refer to Appendix A for all the steps in detail.

#### **Resale of Rooms by Hotel:**

Provided that Hotel has sold out all rooms in the Hotel for the relevant night(s), Hotel shall refund or credit as appropriate to **Gymnazium Jiriho z Podebrad** any cancellation fees paid for the relevant night(s) up to the amount actually received by the Hotel for resale of the relevant room(s) on the relevant night(s). No commissions, subsidies, and/or rebates will be paid on those guest room revenues earned through resale by hotel.

#### **Relocation:**

If any guest room reservation cannot be accommodated by Hotel, Hotel will provide: (1) accommodations at a comparable Hotel reasonably nearby at no charge for the first night; (2) one complimentary round trip ground transportation between Hotel and the alternate hotel for each day the guest is displaced; (3) one 5 minute phone call and necessary arrangements for forwarding of the displaced guest's telephone messages and mail; (4) an offer to relocate the displaced guest back to the first available guest room at the Hotel if a room subsequently becomes available; (5) upgraded accommodations at Hotel upon return (if available); and (6) credit to Room Block for the first night that guests are displaced.

#### **Impossibility:**

Performance of this agreement by the Hotel is subject to Acts of God, pandemic, war, strike, fire, natural disaster, curtailment of transportation, or other emergencies making it illegal, impossible, or commercially impracticable for the Hotel to provide facilities or hold the event. Agreement may be terminated for any of the above reasons without liability upon written notice from hotel.

#### **Room Delivery Charge:**

There is a \$5.00 charge per room for any outside amenities that need to be delivered to the guestrooms.

#### **Shipping/Handling Charge:**

Letters, faxes, and packages received, delivered, picked up or shipped for guests of the Hotel will be subject to handling charges. If schedule is required, please contact your Sales Manager directly.

Prior arrangements must be made with your Sales Manager if your group will be sending boxes to the Hotel. Our receiving department reserves the right to refuse delivery of boxes to the Hotel without prior approval. All materials shipped to the Hotel must have the following information on the shipping label:

**Attention:**

Guest Name/Date of Arrival

**Client** / Date

C/O Paramount Hotel

235 W 46<sup>th</sup> Street

New York NY 10036

Please plan for your boxes to be delivered to the Hotel no more than three business days in advance of your function. All packages received for the group (individual attendees / vendors) will be subject to the following shipping/handling charges:

**Incoming/Outgoing Package Charges** (Prices are subject to change):

Small Package	\$5.00
Large Package	\$10.00

Charges must be paid at the time of pick-up of letter and/or packages (Cash Only). It is the Group's responsibility to plan directly with Fed Ex, UPS, DHL, etc. to ship material to & from the Hotel. The Hotel will not be responsible for any materials left behind.

**Advertisement:**

All advertising or promotion including the internet utilizing the Hotel name or logo must have prior written approval from the hotel.

**Public Signage:**

The hotel does not allow private signs/postings in public areas of the hotel unless pre-approved by the hotel.

**Disclosure:**

Group will be responsible for determining to whom it needs to disclose any terms of this Agreement, including any commission or rebate that it may receive. Group will disclose to all Group attendees the type and amount of all automatic and mandatory charges that will be charged to them by hotel.

**Laws and Policies:**

Each party will comply with all applicable federal, state, and local laws and Group (including its guests and attendees) shall comply with all Hotel rules and policies. Group will be responsible for providing its disabled members with auxiliary aids in connection with any Group events or activities. Upon Group's reasonable request, Hotel will cooperate with Group in relation to services for Group's disabled attendees.

**Privacy:**

Group will obtain all necessary rights and permissions prior to providing any personally identifiable information ("PII") to hotel, including all rights and permissions required for hotel and its affiliates, and service providers to use and transfer the PII to locations both within and outside the point of collection (including the United States) in accordance with the company's privacy statement and applicable law. Each party shall comply with applicable data protection legislation.

**Confidential Information:**

Group and Hotel will each take reasonable steps to keep all confidential information provided by the other party confidential and to identify information as confidential when shared. Confidential information will not include: (1) information that is publicly available; (2) PII, which will be handled by the parties in accordance with the "Privacy" provision above; or (3) information that is left or discarded in event rooms, public space or guest rooms.



**Insurance:**

Each party will maintain insurance sufficient to cover any claims or liabilities which may reasonably arise out of or relate to its obligations under this Agreement and will provide evidence of such insurance upon request.

**Indemnification:**

Each party will indemnify, defend, and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims resulting from its breach of this Agreement or the negligence, gross negligence or intentional misconduct of such party or its officers, directors, employees, agents, contractors, members or participants when acting within the scope of their employment or agency. Neither party will be liable for punitive damages.

**Dispute Resolution:**

The parties will resolve any claim or dispute arising out of or relating to this Agreement through binding arbitration before one arbitrator conducted under the rules of the American Arbitration Association or JAMS in the state and city in which Hotel is located. The law of the state in which Hotel is located will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or litigation arising out of or relating to this Agreement or the enforcement of any arbitration award, the prevailing party will recover attorneys' fees and costs including expert witness and arbitration fees and pre- and post-judgment interest. Each party will be responsible for attorneys' fees and interest associated with the other party's efforts to collect monies owed under this Agreement.

**Notice:**

Any notice required or permitted by the terms of this Agreement must be in writing.

**Termination:**

Hotel may in its absolute discretion (and without prejudice to any other of its rights and remedies) terminate this Agreement with immediate effect by written notice to the Group if:

- a) due to the fault of the Group, the performance of any of the Hotel's obligations pursuant to the Agreement would expose the Hotel or its group to civil or criminal proceedings of any kind; or
- b) the Group commits a material breach any of its obligations under this Agreement and, if such breach is capable of remedy and the Hotel has notified the Group thereof, fails to remedy such breach within (i) five (5) days of notification or (ii) within such shorter period as shall be reasonable in the circumstances; or
- c) the Group enters into liquidation or files a petition in bankruptcy or has any bankruptcy petition filed against it, or the Group becomes unable to pay its debts as they fall due or becomes deemed insolvent, any creditor of the Group becomes entitled to declare any debt due and payable prior to its stated maturity, or any mortgage, charge, license or other security interest which may for the time being affect any of the assets of the Group becomes enforceable or the Group ceases or threatens to cease trading or the Group suffers, or there occurs in relation to the Group, any event which in the reasonable opinion of the Hotel is analogous to any of the events mentioned above in any part of the world.

Upon termination of this Agreement under this clause, all fees to the extent unpaid shall become immediately due and payable by the Group to the Hotel and the Hotel shall be entitled to deduct and retain from any amounts held by the Hotel under the terms of this Agreement any monies owed to the Hotel by the Group. In addition, Hotel shall be entitled to exclude the Group from the Hotel.

**Assignment and re-sale by Group:**

Group may not assign or delegate its rights or duties under this Agreement without Hotel's prior approval. In addition, neither Group nor any guest/client may re-sell or transfer all or any part of a booking. Hotel reserves the right to cancel any bookings made if it has reasonable grounds to suspect that Group is in breach of this clause.

**Severability:**

If any provision of this Agreement is held to be invalid or unenforceable that provision will be eliminated or limited to the minimum extent possible, and the remainder of the Agreement will have full force and effect.



**Waiver:**

If either party agrees to waive its right to enforce any term of this Agreement, it does not waive its right to enforce any other terms of this Agreement.

**Liability:**

The Hotel shall not be liable, in any way for any loss of revenues, loss of profits, loss of contracts or loss of business or failure to realize anticipated savings, any loss of goodwill or reputation or any indirect or consequential losses.

Neither the Hotel nor its group, their agents, contractors, or employees shall be liable for any loss, damage, destruction, or injury which may be caused to any item brought onto the Hotel premises by the Group, guests, invitees, or employees.

The aggregate liability of the Hotel in respect of any loss or damage suffered by the Group in connection with this Agreement in any way, shall in no event exceed the fees paid by the Group.

Notwithstanding anything else in this Agreement, nothing in the Agreement shall be construed as excluding or restricting either party's liability where to do so is not permitted by law (for example, for death and/or personal injury caused by its, its employees' or its agents' negligence or for any fraud).

**Damage:**

Group shall be responsible for any damage caused to the rooms and/or Hotel facilities by the Group or the guests, invitees, or the employees of the Group.

**General:**

Group takes all responsibility for ensuring that it has appropriate consents for guests who are under the age of 18 to stay in the Hotel (including where shared rooms are provided by hotel). Where Group is holding a block of rooms which are then booked direct by a guest, the guest will be required to present the Hotel's consent form, fully signed by the guest's legal guardian/parent, prior to check in and the Hotel reserves the right to refuse access to the Hotel if the signed consent form is not provided.

**Acceptance:**

By signing and returning one of the enclosed copies by **Friday, February 10, 2023**, this agreement will constitute a binding contract between parties. Please email the contract to  at . The individuals signing below represent that each is authorized to bind his or her party to this agreement. In the event a fully signed original of the agreement is not received by the date above, all rooms and space referred to herein will be released, and neither party will have any further obligations under this agreement.

This Agreement constitutes the entire agreement between the parties, supersedes all other written and oral agreements between the parties concerning its subject matter, and may not be amended except by a writing signed by Hotel and Group. This agreement shall be governed by, and construed and enforced in accordance with, the laws of the State in which the hotel located.

**ACCEPTED AND AGREED TO:**

Gymnazium Jiriho z Podebrad  
Studentska Street 166  
Podebrady 29001  
Czech Republic

Becker-Paramount Fee, LLC c/o  
235 W 46<sup>th</sup> Street, New York NY 10036  
Paramount Hotel

By   
Dr. Kamil Briza, Principal

By   
Nina Jones, Area Director of Group Sales

Date 02 / 10 / 2023

Date 02 / 10 / 2023

**APPENDIX A:**

Step 1: You will receive an email with a link to a secure page where you can enter your group's billing details.

Step 2: Complete the "**Authorized Charges**" and "**Payment Information**" categories on the secured web page. Once complete, click "Continue" located at the bottom of the secured web page.

Step 3: Your Paramount Hotel Sales Representative will be notified when you have completed the authorization in its entirety and will continue to process your deposit internally.

We Thank You for Selecting **PARAMOUNT HOTEL**



Title	Contract
File name	Gymnazium_Jiriho_...ch_17-22_2023.pdf
Document ID	784ae9b8b9a1c28018f9fb5db2c2efc51f8e940c
Audit trail date format	MM / DD / YYYY
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## Document History



SENT

**02 / 08 / 2023**

16:15:36 UTC

Sent for signature to Kamil Briza [REDACTED]  
and [REDACTED] from  
[REDACTED]  
IP: 206.71.252.125



VIEWED

**02 / 08 / 2023**

21:19:13 UTC

Viewed by Kamil Briza [REDACTED]  
IP: 185.73.162.35



SIGNED

**02 / 10 / 2023**

18:30:11 UTC

Signed by Kamil Briza [REDACTED]  
IP: 109.80.202.164



VIEWED

**02 / 10 / 2023**

18:35:05 UTC

Viewed by Nina Jones [REDACTED]  
IP: 206.71.252.125



SIGNED

**02 / 10 / 2023**

18:35:30 UTC

Signed by Nina Jones [REDACTED]  
IP: 206.71.252.125



COMPLETED

**02 / 10 / 2023**

18:35:30 UTC

The document has been completed.