



Villas de Palermo Hotel & Resort "Save the Date" Contract

Event Date: _____ Number of Guests: _____

Ceremony Location: _____

Wedding:

Bride's Name: _____ Phone: _____

Mobile: _____ Email Address: _____

Address: _____

Groom's Name: _____ Phone: _____

Mobile: _____ Email Address: _____

Address: _____

Hotel and Villas:

Number of Villas to be reserved: _____

Dates Villas to be reserved: _____

Description of Villas to be reserved: _____

Financial Responsibility:

Paying Client's Name: _____ Phone: _____

Mobile: _____ Email Address: _____

Address: _____

Other:

Event Theme: _____



SPECIFICATIONS

Your room and event package includes:

1. Discounted rates for guest villas: Based upon date and amount of deposit received for catering, up to a 15% discount will be offered on all villa rates for wedding guests. Your group will receive a 15% discount on accommodations if we receive a signed contract and 50% deposit 6 or more months in advance of the date of the event, or a 10% discount on accommodations if we receive a signed contract and 50% deposit 3 or more months in advance of the event.

- 1 suite Villas offered at 15% off Best Available (BAR) rate, plus IVA;
- 2 suite Villas offered at 15% off Best Available (BAR) rate, plus IVA;
- Luxury 2 suite villas offered at 15% off Best Available (BAR) rate, plus IVA;
- Villas de Palermo Hotel & Resort will hold a block of 2 suite Villas for your guests.

Guests will mention your wedding by name to request these special rates. Guests are responsible for paying for their lodging individually. All rates are Best Available (BAR) rate, plus IVA, 15% Nicaraguan tax.

2. Wedding couple villa for one night in the bridal villa: No charge for one night in luxury two suite villa with VIP service

3. Ceremony at Villas de Palermo Hotel and Resort: Most wedding parties choose the following services. Your services must be defined no less than two months before the date of your wedding.

- Basic flowers for bridal party;
- Basic floral arch;
- Private use of area selected for ceremony;
- Seating to be determined by location selected, no rental chairs included;
- Hotel sound system available for playing music from an iPod;
- Basic wedding planning services.

4. Dinner and party poolside at Terraza de Palermo: Most wedding parties choose the following services. Your services must be defined no less than two months before the date of your wedding.

- Fresh tropical flowers cut from hotel gardens and elegant poolside setting;
- Private use of Palermo clubhouse and pool area throughout the evening;
- Nicaraguan National alcoholic and non-alcoholic drinks served for 5 hours, including Tona and Victoria beers and Flor de Cana rum;
- Appetizers served by uniformed waiters to guests in pool area before dinner;
- Poolside dinner with guests served dinner via a buffet or while seated at tables on dining porch and around the pool;



- Tables with white table clothes and napkins; and decorated with tropical flowers cut from hotel gardens and/or other centerpieces provided by the bride;
- Music selected by bride and played through hotel sound system from iPod.

Estimated costs for ceremony, event and catering, including tax and service will be determined no less than two months before the date of your wedding. Any increase or decrease in the number of people or in the way the alcohol is provided will result in an adjustment using a per person charge (plus IVA + service). This contract is based upon a minimum catering contract of US \$3,000.

\$1,000 deposit is due upon contract signing to reserve dates for villas and catering.

\$1,000 deposit is due two months before your event.

Remainder of catering charges is due 24 hours before event.

All deposits must be coordinated through the front desk staff at Palermo Hotel and Resort. Please email eventos@villasdepalermo.com or call 1-800-613-2960 to arrange payment. A receipt will be emailed to you.



TERMS AND CONDITIONS

1. Entire Agreement: This agreement contains the entire understanding between Empresa Turistica del Pacifico, S.A. (ETP) doing business as "Villas de Palermo Hotel and Resort" and you (THE CLIENT). It supersedes all prior and simultaneous agreements between us. The only way to change or add to this agreement is to do so in writing, and providing the document is signed by all relevant parties. All confirmations must be made in writing. The person who signs the booking request shall be considered to be THE CLIENT. Where a booking is made on behalf of an organization or other entity, that organization or entity shall be liable in respect of the booking jointly with the person making the booking. We reserve the right to cancel the function if full payment has not been received and funds cleared by the date of arrival.

2. Reservation: Upon your signature, ETP will reserve the agreed upon time and dates for hotel rooms and catering events.

3. Cancellation: In the event of cancellation ETP reserves the right to claim for lost revenue. All cancellations must be received in writing. In the event of a cancellation the following charges will be applied:

- Cancelled between 3 to 6 months 25% of the deposits received, less US \$1,000 "Save the Date" deposit.
- Cancelled between 1 to 3 months 50% of the deposits received, less US \$1,000 "Save the Date" deposit.
- Cancelled less than 30 days prior 100% of the deposits received, less US \$1,000 "Save the Date" deposit.

4. Pre-Event Consultation: The parties agree to a pre-event consultation before the event date in order to finalize the actual running order, etc. The first 2 consultations (maximum of 1 hour each) will be free of charge. Any additional consultations will be charged at US \$50 per hour.

5. Event Changes: Should you wish to make significant changes to your event of the expected number of guests, ETP reserves the right to amend the rates and facilities offered.

6. Right to Cancel: ETP reserves the right to cancel any bookings forthwith and without liability on its part in the event of damage or destruction to the venue by fire or other cause, any shortage of labor or food supplies, strikes, lockout or political unrest or any other cause beyond the control of the venue which shall prevent it from performing its obligation in connection with any booking.

In these circumstances every effort will be made to accommodate the booking in another nearby establishment. The performance of this contract on behalf of ETP shall therefore be contingent upon acts of God, flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, and/or conditions beyond its control.

7. Indemnities: THE CLIENT shall indemnify and hold harmless ETP and each of its affiliates and subsidiary entities and the officers, directors, employees, shareholders, members, representatives, agents, licensees, successors and assigns of each of the foregoing, from all liability, injury, damage, expense, or loss caused by or arising out of or



relating to (i) any breach of THE CLIENT's representations, warranties, agreements or other obligations hereunder; and/or (ii) the negligence or willful misconduct of THE CLIENT.

ETP shall indemnify and hold harmless THE CLIENT from all liability, injury, damage, expense, or loss caused by or arising out of (i) any act or omission of ETP, which is a breach of its obligations hereunder; and/or (ii) the negligence or willful misconduct of ETP and/or its personnel.

8. Severability: If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.

9. Amendments: This contract has been freely negotiated and shall be recognized as the entirety of the agreement. Only those changes or modifications specifically placed in writing, attached, dated and signed by THE CLIENT and ETP at the time of acceptance of this contract shall be recognized as amendments to this contract.

10. Loss or Theft: ETP shall accept no responsibility for the loss or theft of any property of clients or guests.

11. Event Running Order: THE CLIENT shall notify and confirm to ETP in writing, not less than 3 weeks prior to the date of which the function is scheduled to take place, of the number of persons attending your function.

12. Unruly Behavior and Damages: THE CLIENT is responsible for the conduct of their guests. ETP will not tolerate verbally or physically abusive behavior towards any member of staff or individual. THE CLIENT shall be responsible for any damage caused to ETP or venue items, to include any furnishings, utensils or equipment therein by the willful act or default of THE CLIENT, guests and /or employees of THE CLIENT and shall pay to the venue on demand the amount required to make good or remedy such damage including compensation for loss of business while such damage is being repaired.

13. Prices and Payments: All prices and details are subject to change without prior notice. ETP will give 30 days' notice where possible. All prices exclude IVA (tax) at the prevailing rate of 15% unless otherwise specified. The terms and conditions, tariffs and prices quoted are correct at the time of going to print but we reserve the right to pass on any cost increases or amend the terms and conditions as necessary without prior notice. When possible, ETP will notify THE CLIENT in writing of any such changes.

14. Minor Details: All arrangements, no matter how minor, must be confirmed in writing by THE CLIENT. This is to ensure we provide a service in line with your requested requirements. Remember that if it isn't agreed upon on black and white we are not duty bound to carry out your requests! By agreeing to let ETP coordinate your event, you agree that any photographs taken at the venue, in connection with the function, may be used in future publications and promotional activity by or on behalf of ETP

15. Securing Your Booking: You are asked to sign a copy of these terms and conditions when booking your function and no booking is deemed as confirmed until ETP has received a signed copy.



16. Method of Remuneration: Payment may be made by cash, credit card or direct bank account deposit or a check drawn upon a bank doing business in Nicaragua.

17. General House Rules: All evening musical entertainment must end at 12am, midnight. The venue must be cleared of all guests by 12:30am in keeping with a binding covenant.

I have read and understood the terms above. I hereby agree to the terms of this agreement.

_____ Signed (Client responsible for payment)

_____ Signed (on behalf of ETP)

_____ Date and location