

# HOSPITALITY TERMS AND CONDITIONS



## TERMS AND CONDITIONS

1. Deposits and Payments. VIP must receive the Deposit as set forth in this Contract or, if not specified in the Contract, within five (5) days of delivery of the signed Contract to VIP. VIP must receive the balance of all amounts due as set forth in the Contract or, if not specified in the Contract, the balance due must be received at least twenty (20) weeks before the event date. The failure to timely remit such payments shall constitute a breach of this Contract by Client, subject to the terms of paragraph 3 hereof. All deposits are non-refundable. The Contract price is based upon Client's payment by cash or check, and a 3% service charge will be added to any payment by credit card.
2. Ticketing. Event information and necessary documents will be dispatched approximately two (2) weeks prior to the event. Tickets, if applicable and included in the package, will be provided on the day of the event unless otherwise stated. Any tickets referenced are merely an accommodation and VIP merely acts as an agent between Client and the original holder of the tickets and where arrangements are made to transfer tickets to a Client this will be within the ticket conditions laid down by the event organizers. It is understood that tickets are not used as an inducement to purchase hospitality facilities.
3. Cancellation. In the event that Client cancels this event booking by providing VIP with written notice of such cancellation or fails to make a required payment not less than twenty (20) weeks prior to the date of the event, the cancellation fee payable therewith shall be an amount equal to fifty (50%) percent of the total Contract price. Any cancellations, whether via written notice canceling the Contract received less than twenty (20) weeks prior to the event or by failure to make a required payment by no later than twenty (20) weeks prior to the event shall be deemed to be a breach of this Contract by Client and, accordingly, the full amount otherwise payable hereunder shall immediately be paid to VIP. The parties intend by this provision to agree in advance to the settlement of damages to VIP that will arise from Client's cancellation. The parties acknowledge that this paragraph provides for a reasonable liquidated damage, and not a penalty, and bears a reasonable relation to the damages VIP will sustain, which are uncertain and difficult to estimate at this time. If Client makes the required payment, but such payment is made after the deadlines set forth in this Paragraph, then a 5% late fee will be added to the amount of the required payment.
4. Alteration to the Advertised Package. Every reasonable effort will be made to adhere to the advertised package, but any package may be altered or parts omitted or dates changed for any cause which VIP in its absolute discretion shall consider to be just and reasonable. VIP is entitled, without penalty, to change the site and location of the hospitality facilities being provided. VIP facilities are entirely independent. VIP has the right to change the prices in force at any time. When such prices are more than that advertised, the difference must be paid for before the tickets are issued. If VIP increases the price of Client's package, Client shall be entitled to cancel this contract by providing VIP with written notice thereof within seven (7) days of notification of such change. If such cancellation is received in a timely manner, a full refund shall be made and this Contract deemed canceled. VIP will not be liable for any other costs incurred by the Client in the event of this cancellation.
5. Liability. In making arrangements with third parties for tickets, carriage by air, hotel accommodation, transportation, restaurants or otherwise, VIP acts only as agent of Client and does so on the express condition that no liability of any kind howsoever caused shall attach to VIP in connection with or arising out of such arrangements. Client agrees that the maximum liability VIP can incur for any claim, demand or action in any way related to this Contract is the Contract price agreed to by Client.
6. Cancellations of Day's Play or Event. Should for any reason outside the control of VIP a day's play or event be partly or wholly canceled for any reason including bad weather, no refunds can be made. Individual companies may take out insurance coverage through their own broker or through VIP. Should a facility for any reason be destroyed or made unusable, no refund shall be made. VIP is not responsible for any lost or stolen tickets and no refunds shall be made.
7. Indemnity. Client hereby indemnifies and holds VIP harmless from and against any and all costs, damages and expenses, including reasonable attorneys' fees, which are incurred by or arise from the negligence or willful misconduct of the Client, its agents and/or employees in connection with the event.
8. Miscellaneous.
  - a. The Contract and these terms and conditions incorporated therein (collectively, the "Contract") constitute the sole and exclusive agreement between the parties. Client acknowledges that no other warranties, representations or acknowledgments, written or verbal, have been made which are not reflected herein.
  - b. The Contract may not be changed by any VIP representative without the written confirmation of an officer of VIP. The names of these authorized individuals will be provided upon request.
  - c. Should VIP have to cancel Client's booking for any reason, VIP maintains the right to do so at its sole discretion and to deduct any costs associated with Client's order up to that point.
  - d. Should a portion of the total charge in relation to the goods or services be subject to local state tax regulations, this will be added to the final invoice.
  - e. This Contract shall be governed by and construed in accordance with the laws of Cook County, Illinois. The parties hereto agree that, in any action by and between the parties which arises out of this Agreement, said action must be brought in Cook County, Illinois, and the party against whom said action is brought hereby consents to such jurisdiction and venue.
  - f. In the event that either party shall retain or engage an attorney or attorneys to collect or enforce or protect its interest with respect to this Contract, the prevailing party shall be entitled to receive payment for all costs and expenses of such collection, enforcement or protection, including reasonable attorneys' fees.
  - g. In the event that any term or provision hereof is declared to be illegal or invalid for any reason by a court of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

## CONCIERGE SERVICE TERMS AND CONDITIONS



### TERMS AND CONDITIONS

1. **Services Provided.** VIP is a worldwide concierge service provider. Through its resources and efforts VIP is able to obtain various services, amenities, hotel accommodations, event tickets, etc to various events that have been sold out or are otherwise not easily available. Due to the efforts involved, all services may be sold above face value and include a concierge service fee.
2. **All Sales are Final / Payment.** Upon delivery of the signed Contract (which incorporates and includes these Terms and Conditions) to VIP, THE SALE IS FINAL. VIP is not obligated to accept any return or make any refunds, exchanges or cancellations. Unless stated differently in the Contract, VIP must receive full payment for services within five (5) days of delivery of the signed Contract to VIP. If the Contract calls for initial payment of only a portion of the full Contract price VIP, VIP must receive the initial payment set forth in the Contract within five (5) days of delivery of the signed Contract to VIP, and VIP must receive the balance of all amounts due no later than twenty (20) weeks before the event date. The failure to timely remit such payments shall be deemed to be a breach of this Contract by Client and, accordingly: (1) for any failure to pay occurring more than twenty (20) weeks prior to the event, the cancellation fee payable therewith shall be an amount equal to fifty (50%) percent of the total Contract price; or (2) for any failure to make a required payment by no later than twenty (20) weeks prior to the event, the full amount otherwise payable under the Contract shall immediately be paid to VIP. The parties intend by this provision to agree in advance to the settlement of damages to VIP that will arise from Client's cancellation. The parties acknowledge that this paragraph provides for a reasonable liquidated damage, and not a penalty, and bears a reasonable relation to the damages VIP will sustain, which are uncertain and difficult to estimate at this time. If Client makes the required payment, but such payment is made after the deadlines set forth in this Paragraph, then a 5% late fee will be added to the amount of the required payment. The Contract price is based upon Client's payment by cash or check, and a 3% service charge will be added to any payment by credit card.
3. **Ticketing.** Tickets will be provided on the day of the event unless otherwise stated. Any tickets referenced are merely an accommodation and VIP merely acts as an agent between Client and the holder of the tickets. If VIP is unable to fill Client's ticket order as specified, VIP will exercise one of the following options: (a) comparable tickets will be provided; (b) tickets can be upgraded, for an additional cost; (c) tickets can be downgraded with a partial refund; or (d) on the rare occasion when adverse conditions exist, orders may be filled using single tickets.
4. **Cancellations of Day's Play or Event / Lost or Stolen tickets.** Should for any reason outside the control of VIP a day's play or event by partly or wholly canceled for any reason including bad weather, no refunds can be made. Client may take out insurance coverage through its own insurance agent or may make separate insurance arrangements through VIP. Should a facility for any reason be destroyed or made unusable, no refund shall be made. VIP is not responsible for any lost or stolen tickets and no refunds shall be made.
5. **Delivery.** All deliveries are made via an express delivery service (FedEx, UPS, etc.) and require a signature for release. Client is responsible for providing an accurate physical street address where delivery can be made, and for being available to accept delivery. Client authorizes anyone at the provided address to act as Client's agent to accept delivery of tickets. If for any reason the tickets could not be delivered VIP will attempt to contact Client to arrange for another delivery attempt or for Client to pick up the tickets from an office of the delivery service. VIP is responsible solely for delivery of Client's order to the delivery service so that it can reach Client within the delivery period guaranteed by the service. VIP is not responsible for timely delivery to you by the delivery service.
6. **Indemnity.** Client hereby indemnifies and holds VIP harmless from and against any and all costs, damages and expenses, including reasonable attorneys' fees, which are incurred by or arise from the negligence or willful misconduct of the Client, its agents and/or employees in connection with the event.
7. **Limitation of Liability.** VIP merely acts as an agent between Client and the original holder of the tickets and Client agrees that the maximum liability VIP can incur for any claim, demand or action in any way related to this Contract is the Contract price agreed to by Client.
8. **Miscellaneous.**
  - a. The Contract and these Terms and Conditions incorporated therein (collectively, the "Contract") constitute the sole and exclusive agreement between the parties. Client acknowledges that no other warranties, representations or acknowledgments, written or verbal, have been made which are not reflected herein.
  - b. The Contract may not be changed by any VIP representative without the written confirmation of an officer of VIP. The names of these authorized individuals will be provided upon request.
  - c. Should VIP have to cancel Client's purchase for any reason, VIP maintains the right to do so at its sole discretion and to deduct any costs associated with Client's order up to that point.
  - d. This Contract shall be governed by and construed in accordance with the laws of Cook County, Illinois. The parties hereto agree that, in any action by and between the parties which arises out of this Agreement, said action must be brought in Cook County, Illinois, and the party against whom said action is brought hereby consents to such jurisdiction and venue.
  - e. In the event that either party shall retain or engage an attorney or attorneys to collect or enforce or protect its interest with respect to this Contract, the prevailing party shall be entitled to receive payment for all costs and expenses of such collection, enforcement or protection, including reasonable attorneys' fees.
  - f. In the event that any term or provision hereof is declared to be illegal or invalid for any reason by a court of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

# CHARITY TERMS AND CONDITIONS



## TERMS AND CONDITIONS

1. **Payments.** VIP must receive the balance of all amounts due as set forth in the Contract. The failure to timely remit such payments shall constitute a breach of this Contract by Client. The Contract price is based upon Client's payment by cash or check, and a 3% service charge will be added to any payment by credit card.
2. **Ticketing.** Event information and necessary documents will be dispatched approximately two (2) weeks prior to the event. Tickets, if applicable and included in the package, will be provided on the day of the event unless otherwise stated. Any tickets referenced are merely an accommodation and VIP merely acts as an agent between Client and the original holder of the tickets and where arrangements are made to transfer tickets to a Client this will be within the ticket conditions laid down by the event organizers. It is understood that tickets are not used as an inducement to purchase hospitality facilities.
3. **Cancellation.** Client may cancel package without penalty on or before cancellation date by providing VIP with written notice of such cancellation. If Client does not contact VIP on or prior to the cancellation date, then Client is bound to the terms of the Contract. If Client does not remit the required payment by the due date, then a 5% late fee will be added to the amount of the required payment.
4. **Alteration to the Advertised Package.** Every reasonable effort will be made to adhere to the advertised package, but any package may be altered or parts omitted or dates changed for any cause which VIP in its absolute discretion shall consider to be just and reasonable. VIP is entitled, without penalty, to change the site and location of the hospitality facilities being provided. VIP facilities are entirely independent. VIP has the right to change the prices in force at any time. When such prices are more than that advertised, the difference must be paid for before the tickets are issued. If VIP increases the price of Client's package, Client shall be entitled to cancel this contract by providing VIP with written notice thereof within seven (7) days of notification of such change. If such cancellation is received in a timely manner, a full refund shall be made and this Contract deemed canceled. VIP will not be liable for any other costs incurred by the Client in the event of this cancellation.
5. **Liability.** In making arrangements with third parties for tickets, carriage by air, hotel accommodation, transportation, restaurants or otherwise, VIP acts only as agent of Client and does so on the express condition that no liability of any kind howsoever caused shall attach to VIP in connection with or arising out of such arrangements. Client agrees that the maximum liability VIP can incur for any claim, demand or action in any way related to this Contract is the Contract price agreed to by Client.
6. **Cancellations of Day's Play or Event.** Should for any reason outside the control of VIP a day's play or event be partly or wholly canceled for any reason including bad weather, no refunds can be made. Individual companies may take out insurance coverage through their own broker or through VIP. Should a facility for any reason be destroyed or made unusable, no refund shall be made. VIP is not responsible for any lost or stolen tickets and no refunds shall be made.
7. **Indemnity.** Client hereby indemnifies and holds VIP harmless from and against any and all costs, damages and expenses, including reasonable attorneys' fees, which are incurred by or arise from the negligence or willful misconduct of the Client, its agents and/or employees in connection with the event.
8. **Miscellaneous.**
  - a. The Contract and these terms and conditions incorporated therein (collectively, the "Contract") constitute the sole and exclusive agreement between the parties. Client acknowledges that no other warranties, representations or acknowledgments, written or verbal, have been made which are not reflected herein.
  - b. The Contract may not be changed by any VIP representative without the written confirmation of an officer of VIP. The names of these authorized individuals will be provided upon request.
  - c. Should VIP have to cancel Client's booking for any reason, VIP maintains the right to do so at its sole discretion and to deduct any costs associated with Client's order up to that point.
  - d. Should a portion of the total charge in relation to the goods or services be subject to local state tax regulations, this will be added to the final invoice.
  - e. This Contract shall be governed by and construed in accordance with the laws of Cook County, Illinois. The parties hereto agree that, in any action by and between the parties which arises out of this Agreement, said action must be brought in Cook County, Illinois, and the party against whom said action is brought hereby consents to such jurisdiction and venue.
  - f. In the event that either party shall retain or engage an attorney or attorneys to collect or enforce or protect its interest with respect to this Contract, the prevailing party shall be entitled to receive payment for all costs and expenses of such collection, enforcement or protection, including reasonable attorneys' fees.
  - g. In the event that any term or provision hereof is declared to be illegal or invalid for any reason by a court of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.