

Sofitel Montréal Le Carré Doré

From: Charlotte Bassut

Hotel name: Sofitel Montréal Le Carré Doré

Address: 1155 rue Sherbrooke Ouest

Montréal, Québec
H3A 2N3 CANADA

Tel: +1 514 788 3001

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Email: charlotte.bassut@sofitel.com

To: Richard Rejino

Company name: INTERNATIONAL ACADEMY OF MEDIATORS

Address: 14070 Proton Rd., Suite 100

Dallas, Texas
75244 UNITED STATES

Tel: +1 972-233-9107

Mobile:

Email: richard@iamed.org

Group Contract

Date: Tuesday, June 8, 2021

Program Title: IAM Montreal 2022

Reference: Ref B-00464312

Program Dates Being Held By Sofitel Montréal Le Carré Doré : 2022-06-21 to 2022-06-26

Bonjour Richard,

This Group Contract, including the attached Terms and Conditions (the "Contract") is between INTERNATIONAL ACADEMY OF MEDIATORS and Sofitel Montréal Le Carré Doré.

For ease of communicating throughout the Contract, Sofitel Montréal Le Carré Doré will be referred to as "Hotel, "us, or "we" and the INTERNATIONAL ACADEMY OF MEDIATORS will be referred to as "Group" or "you".

At least 14 days prior to your arrival date, you will provide us in writing the names of those attendees authorized by you to make decisions for, and bind, your group, including the approval of charges over and above amounts contracted for in this Contract.

ALL Meeting Planner Points

Your contact above, as the meeting planner for this event, is eligible to earn ALL points for this event. You will inform your contact that use and redemption of ALL points is subject to the Terms and Conditions of Use set out at http://meetings.accor.com/loyaltyprogram/meetingplanner/pdf/terms_and_conditions_meetingplanner.en.pdf. Further details regarding the ALL Meeting Planner Program are available by calling the ALL Customer Service Center at 1-877-856-1465 in the North & Central America Region or by visiting www.all.accor.com.



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Accommodation Dates of stay: From the 2022-06-21 to the 2022-06-26

Upon our acceptance of this Contract, we will remove from our inventory and consider sold to you the room nights within the following arrival and departure pattern (the "Room Block"):

	Superior room (1 king bed)		
	Occupancy	Rooms	Rate
Tue 06-21-2022	S	30	\$269.00
Wed 06-22-2022	S	90	\$269.00
Thu 06-23-2022	S	90	\$269.00
Fri 06-24-2022	S	90	\$269.00
Sat 06-25-2022	S	30	\$269.00

(Légende Nb Pers.: S=Single/Chambre individuelle, D=Double, T=Triple, Q=Quadruple)

Unless otherwise indicated in this Agreement, Hotel does not guarantee room type, bedding, view or location.

Total contracted room revenue: 88 770 CAD

We are pleased to confirm the following special rates for your 2022 program. Your Room Block is in the **Superior** room category. A limited number of alternate room types may be available during your program dates. Confirmation of rooms will be on an availability and request basis. Please let us know as soon as possible if you require rooms from any other room categories. If your room type selection is not available, the next available room type at the assigned rate will be offered.

Accommodation Information & Concessions

Name	Description
Rates	<p>All of the rates and prices quoted in this Contract are in CAD funds.</p> <ul style="list-style-type: none"> ⊗ Rates are for single or double occupancy. ⊗ Maximum occupancy is 4 adults per room for Luxury rooms (2 double beds). Each extra person sharing a room will be charged an additional \$30.00 per night. There will be no charge for children up to and including the age of 18 years who share with their parents. ⊗ The above rates reflect the European Plan (EP), accommodation only, no meals included in room rate.
Taxes and additional fees	<p>Currently room rates are subject to the following taxes, levies and/or assessments:</p> <ul style="list-style-type: none"> ⊗ Lodging Tax: 3.5% ⊗ Federal Goods & Services Tax (GST): 5% ⊗ State/Provincial Tax (QST): 9.975% <p><i>Please note that the above taxes, levies and/or assessments may change without notice.</i></p> <p>You shall be solely and fully responsible for clearly and conspicuously informing your attendees of the type, amount and breakdown of any mandatory additional fees and charges, and also that any such fees and charges are separate and distinct from the room rate and related taxes. You shall not lump these fees and charges into any category such as tax or room rate in any program-related materials or in any other manner. You must inform your attendees of all such fees and charges before they book. Should any attendee object to paying these fees and/or charges, we will post them to your Master Account</p>
Commission	<p>All of the above rates are quoted in CAD funds and commissionable at 10%, payable to Agent, namely, International Academy of Mediators, [or mailing address if no IATA# within 30 days of the close of the program, provided that is the only agent/intermediary between us and your group. If another agent/intermediary becomes involved, it will be your responsibility to determine who will be the recipient of any outstanding fees/commissions.</p> <p>Any advance fees paid to will remain with , unless you instruct us otherwise in writing and you and we execute an amendment to this Contract regarding the change. The commission is based on the actual rooms picked up within the Room Block at the contracted rate only (excluding any rebates or staff or other</p>



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	<p>discounted rates). No commissions will be paid on any cancellation or attrition fees. You acknowledge that you are required to disclose to your program attendees the terms of this Contract, including that a portion of your room rates will be paid to a third-party as commission.</p>
<p>Method of Reservation: Individual Call In</p>	<p>As indicated above, upon acceptance of this Contract, we will remove the entire Room Block from our inventory. We require room reservations to assign attendees to specific rooms.</p> <p>Your attendees are responsible for making their own reservations. Please have your attendees call our Reservations Department:</p> <p>Reservations: 514-788-3042 or toll free 1-877-285-9001 Fax: 514-788-2951 Reservations by e-mail: h3646.reservations@sofitel.com</p> <p>Attendees should identify themselves as being with your group for ease of booking: IAM Montreal 2022</p> <p>Please contact your Event Sales/Services Representative to discuss our online group reservation toolkit and the features that would best suit your needs.</p> <p>Individuals who will be paying their own accounts must guarantee their reservations for late arrival in cash or by use of a major credit card. Please note that this does not affect your responsibility to produce all revenues required by this Contract. We will accept cancellation of individual reservations made up to 48 hours before arrival, and refund the deposit for those rooms for the full night's stay. For clarity, these cancelled rooms will be included in any calculations under the Cancellation and Attrition Policies section(s) below. Reservations and deposits received after the reservations due date, or exceeding the contracted Room Block, will be confirmed on a space and rate available basis only.</p> <p>Reservations must be made by 2022-05-22 to qualify for the group rate. To assist monitoring your pickup, our Event Sales/Services Representative will review the Room Block pick-up with you.</p> <p>After the reservations due date, all room nights that have not been reserved will be returned to the Hotel's general inventory without further notice to you. Reservations received after the reservations due date, or exceeding the contracted Room Block, will be confirmed on a space and rate available basis only.</p>
<p>Negotiated Concessions</p>	<p>We are pleased to extend the following concessions:</p> <ul style="list-style-type: none"> ⊗ Urban Fee for a value of 15CAD per room and per night. This fee includes in-room service such as Nespresso coffee machine with daily cups, complimentary bottled water, WIFI/Wired Internet connections, and private access to the Fitness Centre (24/7). ⊗ Pre and post room nights (3 days prior to and 3 days after the original program dates) are included in the complimentary calculation provided that you meet the one per 50 complimentary allocation (cumulative) at the program single occupancy rate or higher. We will not consider rooms booked at rates lower than your contracted rate in our complimentary allotment calculation. ⊗ Staff Rooms: 2 rooms at the rate of 199CAD on peak nights ⊗ Upgrades: 8 Luxury rooms per night at group rate of 269CAD ⊗ One (1) complimentary room night for every 45 paid room nights on a peak night basis. A room night consists of a bedroom or a parlour of a suite occupied for one night. <i>For calculation purposes, a one bedroom suite consisting of a bedroom and parlor constitutes two room nights, unless the suite is priced at the single room rate. We will credit the complimentary allotment to your Master Account based on actual pick up for the program's single accommodation contracted rate set forth above. Discounted rates, staff rates and complimentary allocations are not included in the base calculation nor, for clarity, are the applicable taxes and additional charges and fees that you owe in addition to the contracted rate as set forth in the Contract.</i>
<p>Check-In And Check-Out Time</p>	<p>Check-in time is 3:00 p.m. We will make every effort to accommodate attendees arriving before the check-in time, however, rooms may not be immediately available. Check-out time is 12:00 noon. Requests to retain rooms beyond that hour should be directed to the Front Desk. If a late check-out is requested, a late departure charge may be applicable.</p>
<p>Early Departure Procedure</p>	<p>At check-in, each guest will have the opportunity to reconfirm his or her departure date. Any guest departing before the confirmed departure date will be assessed a one night charge plus applicable taxes. This charge will be posted to the guest's individual account.</p>



Meeting & Banquet Agenda

The below Schedule indicates our understanding of your meeting and function space (together, "Function Space") requirements and indicates the space that has been allocated to your group. Should you foresee any changes or additions to your program, please contact us immediately to assess availability and associated rental costs.

Date	Time	Event	Room name	Room Setup	AGR
Wed, 06/22/22	8:00 AM - 11:45 PM	Office	Gauguin	Boardroom	
	8:00 AM - 11:45 PM	Storage	Matisse	Boardroom	6
	3:00 PM - 6:30 PM	Meeting	Chagall	Boardroom	20
Thu, 06/23/22	7:15 AM - 11:45 PM	General Session	Pablo Picasso	Cabaret / Round tables	110
	7:30 AM - 9:30 AM	Breakfast	Foyer	Buffet	110
	8:00 AM - 5:30 PM	Breakout	Monet	Buffet / rounds	30
	8:00 AM - 5:30 PM	Breakout	Chagall	Buffet / rounds	30
	8:00 AM - 11:45 PM	Breakout	Paloma Picasso	Buffet / rounds	30
	8:00 AM - 11:45 PM	Office	Gauguin	Boardroom	
	8:00 AM - 11:45 PM	Storage	Matisse	Boardroom	6
	12:00 PM - 1:00 PM	Lunch	Foyer	Buffet	110
6:00 PM - 7:00 PM	Reception	Foyer	Cocktail	110	
Fri, 06/24/22	7:15 AM - 11:45 PM	General Session	Pablo Picasso	Cabaret	110
	7:30 AM - 9:30 AM	Breakfast	Foyer	Buffet	110
	8:00 AM - 5:30 PM	Breakout	Monet	Buffet / rounds	30
	8:00 AM - 5:30 PM	Breakout	Chagall	Buffet / rounds	30
	8:00 AM - 11:45 PM	Breakout	Paloma Picasso	Buffet / rounds	30
	8:00 AM - 11:45 PM	Office	Gauguin	Boardroom	
	8:00 AM - 11:45 PM	Storage	Matisse	Boardroom	6
	12:00 PM - 1:00 PM	Lunch	Foyer	Buffet / rounds	110
Sat, 06/25/22	7:15 AM - 2:00 PM	General Session	Pablo Picasso	Cabaret	110
	7:30 AM - 9:30 AM	Breakfast	Foyer	Buffet	110
	8:00 AM - 2:00 PM	Office	Gauguin	Boardroom	

NOTA BENE: Please note that, as per the above agenda, banquet spaces are not reserved on a 24h basis. Consequently, except for the above timing, other events could be organized in these banquet spaces, including during the evening. For any specific requirements in terms of set-up or dismantling of audiovisual equipment, please inform the hotel before signing this contract.



Event Space/Food And Beverage Arrangements

Event space and catering room assignments are based upon the anticipated number of people to attend each function. If the Event has larger attendance than planned, we will use reasonable efforts to accommodate such an increase. If Event attendance falls by more than 10%, Hotel reserves the right to reassign function space commensurate with attendance. If the meeting or banquet room requirements increase after both parties have approved the contract, an additional meeting room rental fee may be charged.

Name	Description						
Function Space Requirements	<p>In recognition of the food and beverage revenue, 25 000.00CAD, we are pleased to offer your Function Space on a complimentary basis. If your Function Space requirements increase beyond what we have outlined (assuming that such additional space is available) or if the number of functions is reduced below what is outlined, Function Space rental may be assessed.</p> <p>Please note the following general conditions regarding your use of our Function Space:</p> <ul style="list-style-type: none"> ⊗ Any pre and post Function Space requirements must be set forth in this Contract. ⊗ We reserve the exclusive right to assign all public space (foyers, lobbies, etc.). ⊗ Written confirmation must be received from our Event Sales/Services Representative before any Function Space names may be published. ⊗ An additional Function Space charge will apply to any and all functions scheduled beyond 6:00 p.m. ⊗ We assign Function Space according to the number of persons expected to attend, and we may change contracted Function Space while satisfying the requirements of your group as set forth in this Contract. ⊗ Hotel reserves the right to renegotiate meeting room rental charges if Group's meeting room requirements increase or total rooms and food and beverage revenues decrease. ⊗ Penalties will be applied for large-scale set up changes of the banquet rooms made less than 72 hours before the event. It will be charged as miscellaneous fees according to the following meeting room: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">Picasso: 500CAD</td> <td style="text-align: center;">Pablo Picasso: 350CAD</td> <td style="text-align: center;">Paloma Picasso: 200CAD</td> </tr> <tr> <td style="text-align: center;">Monet-Chagall: 350CAD</td> <td style="text-align: center;">Monet: 200CAD</td> <td style="text-align: center;">Chagall: 200CAD</td> </tr> </table>	Picasso: 500CAD	Pablo Picasso: 350CAD	Paloma Picasso: 200CAD	Monet-Chagall: 350CAD	Monet: 200CAD	Chagall: 200CAD
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Food and Beverage Requirements	<p>Planned food and beverage revenue is 25 000CAD ("Anticipated Event F&B Revenue"), which includes food and beverage revenue, but does not include additional fees for food and beverage functions or meeting and function space rental set forth above, surcharges, taxes, labour charges, audio visual, parking or any other miscellaneous charges incurred. If you do not meet the Anticipated Event F&B Revenue, we may charge you attrition as set forth in the "Cancellation and Attrition Policies" section below. If the estimated revenues appear to be below the Anticipated Event F&B Revenue, we may advise you of additional food and beverage options to meet the agreed Anticipated Event F&B Revenue.</p> <p>Please note that the enclosed F&B Menu pricing is subject to change. Final food and beverage prices will be confirmed (up to three months) in advance of your scheduled functions; however, your obligation to meet your food and beverage revenue commitment set forth in this Contract will not be affected by those final prices.</p> <p>You must finalize menu arrangements at least 30 days before each function. We cannot guarantee menu contents and other necessary arrangements for arrangements finalized later.</p> <p>At the time final menu selections are made, Group shall approve, sign and return the final event orders ("BEO"). Other than specifically stated in the approved menu, Hotel will not be responsible for any specific dietary requests.</p> <p>You must provide the Event Sales/Services Representative with the total guaranteed meal covers at least ten (10) business days. However, your guaranteed numbers shall not affect your obligation to meet your food and beverage revenue commitment set forth herein.</p> <p>Hotel agrees to set (5) five percent over the guaranteed attendance for meals. Guarantees of attendance are not subject to reduction and Hotel will charge the master account, at a minimum, the amount due in accordance with the guarantee</p> <p>If Group's guaranteed attendance increases at any time, the Anticipated Event F&B Revenue will be increased</p>						





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	<p>accordingly. If the final attendance or the number of functions decreases below the number outlined in this Agreement, the Hotel may propose alternative options for food and beverage which will satisfy the Anticipated Event F&B Revenue .</p> <p>Should the Group fail to achieve the Anticipated Event F&B Revenue for the Event, the difference will be charged as room rental.</p> <p>Group will have available an authorized representative at each event function who will be presented a check prior to the conclusion of the function. Such representative shall verify that all charges are correct and consistent with this Agreement, note any changes and, by signing, approve the check and its total charges.</p> <p><u>Host or Cash Bars:</u> For any bar service, a minimum of 500.00CAD in sales per hour is required. If this amount is not reached, a bar fee of 100.00CAD per hour, per bar, will be added to the master account.</p> <p>A fee of 75.00CAD will be charged to the master account for all food and beverages functions of 15 people or less. This amount will appear as a 25.00CAD service fee and a 50.00CAD room rental fee on the master account.</p> <p>Exposure of food on a buffet for more than two hours is prohibited for reasons of hygiene and sanitation.</p> <p><u>No Outside Food and Beverage</u> Neither you, nor your attendees, are permitted to bring food or beverages of any kind purchased from or provided by you or third-parties for use during your program or any program functions without the express written permission of the Hotel. If we grant such permission, we must serve all such food and beverage items and may charge for such service, including any additional fees and charges in connection with food and beverage service.</p>
<p>Food And Beverage Taxes</p>	<p>Currently, food and beverage, meeting and function room rental, and in-house audio/visual services are subject to the following taxes:</p> <ul style="list-style-type: none"> ⊗ Banquet Service Charge: 12.75% ⊗ Administration fee : 3.5% ⊗ Others fee : 1.75% ⊗ Federal Goods & Services Tax (GST): 5% ⊗ State/Provincial Tax (QST): 9.975% <p><i>Please note that the above taxes, levies and/or assessments may change without notice.</i></p>
<p>Additional Fees</p>	<p>Meeting and function room rental charges, if any, are subject to a mandatory 18% service and administrative fee. Meeting and Function Room Rental surcharges are subject to change without notice and, depending on the Hotel's location, may be subject to sales or other taxes. If you or your attendees wish to provide an additional tip to the Hotel's staff, please feel free to do so. The mandatory surcharge, and any applicable taxes, will be posted to your Master Account.</p>
<p>Package And Box Deliveries Storage & Materials Handling</p>	<p>We are not responsible for storage or materials handling. Please ensure that prior arrangements for storage or materials handling have been made before any materials are shipped to the Hotel.</p> <p>If boxes are delivered for a registered guest of the Hotel the boxes will be subject to a \$5.00/box handling fee. This is a one-time fee for all transportation within the Hotel.</p> <p>Arrangements must be made with our Event Sales/Services Representative and your Customs Broker. Materials being delivered to us must not be delivered before the set-up date. All materials should be clearly labelled with the function name, function date, Function Space room, and our Event Sales/Services Representative name.</p> <p>On the set-up date, materials must be delivered directly to the meeting floor or assigned storage area and not left in the loading areas. Any displays (i.e. tabletop displays) or products must be removed from the applicable Function Space daily, unless it is reserved on a 24-hour basis. In such cases, we will arrange to have the Function Space locked. We will not be responsible for the exhibit, displays and products locked in Function Space. You must provide your own security for this protection if needed.</p> <p>On setup and strike day, all materials must be delivered to and removed from Function Space, and not left on loading dock. A \$125CAD fee will be applied to your Master Account if the loading dock is not clear and/or the Function Space is not free and clear of debris at close of your event.</p>



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Official Contractors	<p>We have appointed the following companies as official contractors to provide the identified services at additional charge. Current pricing for these services is available upon request, and is subject to change. If you require any of their services, you should contact their offices directly.</p> <p>Microphones, sound equipment, videotape units, and a full range of other audio visual equipment is available on request at additional charge.  encore as our official audio visual contractor to the Hotel, maintains a fully staffed office on-premises. They provide complete audio visual planning services, skilled technicians and state-of-the-art equipment that are responsive to your every need.</p> <p>Additional information, including current pricing, regarding these services and equipment is available through our Event Sales/Services Representative or by contacting  encore directly at 514.788.3049 / Alexandre.Zalac@Encoreglobal.com.</p> <p>Any outside audio visual equipment or company used by the consumer requires approval by Sofitel Montreal Le Carré Doré. Should you consider bringing in outside audio visual equipment or an outside audio visual vendor the following fees will be charged: 125.00CAD per delivery each way (move in/move out) will be applied to your master account.</p>																													
Outside Contractors	<p>We offer all services necessary for a successful program, however, if you find it necessary to use outside services, you must obtain our prior approval of any companies, firms, agencies, individuals and groups you retain or that are retained on your behalf. We reserve the right to advance approval of all specifications, including electrical requirements, from all outside contractors, and to charge a fee for outside services provided during your program. Upon prior reasonable notice to us from you, we shall cooperate with such contractors and provide them access to the premises to the extent that the use and occupancy of the facilities by the contractor does not interfere with the use and enjoyment of the premises by other guests and members of the Hotel.</p> <p>You will ensure that any contractor retained by you abides by the terms of this Contract and our Technology and Audio Visual Production Rules & Service Standards from our Event Sales/Services Representative, and you will be fully responsible for his/her/its actions. You agree to provide us with evidence of insurance from any contractor, vendor or service provider retained by you. Such third party shall maintain, at a minimum, Commercial General Liability insurance of at least \$2,000,000 per occurrence for injury and/or death and property damage prior to commencing work or services. As indicated above, all insurance required under this Contract shall name the required parties as additional insureds.</p>																													
Promotional Materials	<p>We do not permit anything to be nailed, posted or otherwise attached to the Hotel walls. Only pre-authorized signage, promotional material, etc., will be allowed in any lobby areas. Communication of the above requirements to the program attendees and/or exhibitors is your responsibility.</p>																													
Coat Check	<p>Coat check costs 4.00CAD per person. This service is mandatory for groups of 50 or more. This amount can be paid directly by each guest or added to the master account of the event:</p> <ul style="list-style-type: none"> ⊞ Up to 50 people, the minimum amount required is 200.00CAD ⊞ 51 à 115 people, the minimum amount required is 350.00CAD ⊞ 116 people and up, the minimum amount required is 500.00CAD <p>Please note that during the winter season, locker rooms in some meeting rooms may be insufficient. We strongly recommend that you organize a cloakroom for your participants.</p>																													
Recorded Music At Event	<p>The public performance of certain recorded music in conjunction with live events such as receptions, conventions, shows, exhibitions, fairs or other similar event may be subject to certain legally mandated tariffs (which may change from time to time) based on a variety of factors, including the size and capacity of the applicable event space, the event activities, the number of event attendees, or gross ticket sales. To the extent these tariffs apply to your event, we will post them to your Master Account.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2"></th> <th colspan="2" style="text-align: center;">RE:SOUND Fee <i>royalties to artists for use of copyrighted recorded music</i></th> <th colspan="2" style="text-align: center;">SOCAN Fee <i>royalties to authors/composers for use of copyrighted recorded music</i></th> </tr> <tr> <th style="text-align: center;">Event with dancing</th> <th style="text-align: center;">Event without dancing</th> <th style="text-align: center;">Event with dancing</th> <th style="text-align: center;">Event without dancing</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1-100 pax</td> <td style="text-align: center;">18.51CAD</td> <td style="text-align: center;">9.25CAD</td> <td style="text-align: center;">44.13CAD</td> <td style="text-align: center;">22.06CAD</td> </tr> <tr> <td style="text-align: center;">101-300 pax</td> <td style="text-align: center;">26.63CAD</td> <td style="text-align: center;">13.30CAD</td> <td style="text-align: center;">63.49CAD</td> <td style="text-align: center;">31.72CAD</td> </tr> <tr> <td style="text-align: center;">301-500 pax</td> <td style="text-align: center;">55.52CAD</td> <td style="text-align: center;">27.76CAD</td> <td style="text-align: center;">132.39CAD</td> <td style="text-align: center;">66.19CAD</td> </tr> <tr> <td style="text-align: center;">+500 pax</td> <td style="text-align: center;">78.66CAD</td> <td style="text-align: center;">39.33CAD</td> <td style="text-align: center;">187.55CAD</td> <td style="text-align: center;">93.78CAD</td> </tr> </tbody> </table>		RE:SOUND Fee <i>royalties to artists for use of copyrighted recorded music</i>		SOCAN Fee <i>royalties to authors/composers for use of copyrighted recorded music</i>		Event with dancing	Event without dancing	Event with dancing	Event without dancing	1-100 pax	18.51CAD	9.25CAD	44.13CAD	22.06CAD	101-300 pax	26.63CAD	13.30CAD	63.49CAD	31.72CAD	301-500 pax	55.52CAD	27.76CAD	132.39CAD	66.19CAD	+500 pax	78.66CAD	39.33CAD	187.55CAD	93.78CAD
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Additional Electricity Genie Lift Piano Tuning	<p>The fees for extra electricity (if required) are of 180.00CAD for 60 Amp, 300.00CAD for 100 Amp and 600.00CAD for 200 Amp (+ taxes).</p> <p>The use of the hotel's Genie Lift for the installation / dismantlement of equipment or decoration in the ballroom will be billed 450.00CAD + taxes (one-time fee).</p> <p>The use of the hotel's baby grand piano requires a mandatory tuning beforehand. This service is offered by the hotel at a cost of 250.00CAD + taxes.</p>
Event Sales And Services Department	<p>Upon our receipt of the fully executed Contract, an Event Sales/Services Representative will be assigned to arrange all program details.</p>

Other Services

Name	Description
Luggage Handling	<p>Mandatory if arriving by organized transportation. Luggage handling is mandatory should delegates arrive and depart as a group. Luggage handling charges of \$4.00 CDN plus taxes, round trip, per bag will be posted to the Master Account. Luggage price is subject to change without notice.</p>
Storage Of Group Luggage	<p>Please note this only applies should the group require luggage storage in a separate meeting room. Should your group be scheduled to arrive prior to 4:00 p.m. or have meetings scheduled past 12:00 p.m. (noon) on your departure date, a separate function room is required to store the group's luggage. An extra fee as room rental fee will be applied to your Master Account.</p>
Room Deliveries	<p>All deliveries of gift packages / envelopes to the guestrooms must be executed by Hotel personnel A delivery fee of 2.00CAD plus taxes, per item, will be charged to your Master Account.</p>
Parking	<p>Day parking is available at the cost of 25.00CAD plus taxes, per car, per day. Overnight valet parking is available at a charge of 40.00CAD plus taxes, per car, per night. Please note that valet parking is optional; hotel does not guarantee the availability and does not reserve space in advance.</p>
Smoking Policy	<p>Group agrees to comply with Hotel's smoking policy during the term of this Agreement.</p>

Billing, Credit, Deposits & Payment Terms

Billing Arrangements

Kindly indicate the manner in which you wish us to handle your attendees' charges. For clarity, regardless of the option you select below, you remain responsible for producing the required revenues set forth in this Contract:

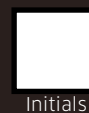
Billing code #1: **Attendees will be responsible for all their own charges**, including room, tax, meals, incidental and mandatory additional fees and charges. Individual attendee accounts are payable at check out by cash or credit card.

Charges and additional fees such as coffee breaks, banquets and other services requested by you or your authorized onsite contact will be placed on your Master Account.

Master Account Authorization

Please complete the enclosed credit application form at the same time you return the signed Contract so that we may attempt to approve credit for your meeting.

We will forward you a **secure link via email** that you can use to submit your credit card information and authorization. We reserve the right to withdraw credit approval if your credit status changes or your event changes in size or expense. If credit is not requested, is not approved, or is subsequently withdrawn, pre-payment for your total estimated Master Account will be due before your arrival, in accordance with the schedule set forth below. Failure to remit the appropriate pre-payment on a timely basis will be considered a cancellation and you shall be liable for amounts as described in the Cancellation and Attrition Policies section(s) below.



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Deposits Schedule

You shall pay the deposits set forth in below by the due dates indicated, unless you have been approved for credit for the total estimated charges for your entire program. All deposits are non-refundable. The deposits will be applied to your Master Account.

Transaction Type	Charge Type	Date	Amount
Initial Deposit	Credit Card - Conf 30189170	11-22-2019	10 000.00CAD
<i>Reimbursement</i>	<i>Bank Transfer</i>		<i>6 000.00CAD</i>
Second Deposit	TBC	01-22-2022	10 000.00CAD
Second Deposit	TBC	04-22-2022	4 000.00CAD
Balance Due			TBC

We may apply deposits to any cancellation or attrition fees or charges and we reserve the right to revise the deposit schedule if your event changes in size or expense.

Based on the details for this Event, the deposit for this Event will be made as follow:

- Wired transfer
- Credit Card

Based on the details for this Event, the final settlement for this Event will be made as follow:

- Wired transfer - direct billing form to be completed below
- Credit Card - direct billing form and credit card authorization to be completed below

Payment Terms

Group shall review all charges billed to the master account to ensure accurate billing. Payment of all direct billing must be made within 30 days of receipt of an invoice from Hotel. If Group disputes any charges, all undisputed charges will be paid within 30 days of receipt of invoice to Hotel and the remaining disputed amounts will be paid within 15 days of a reconciled invoice from Hotel. Any undisputed amounts not paid when due shall bear interest at the maximum rate allowed by law from the due date until paid in full.

Interest Statement

You shall pay of all charges (including any attrition or cancellation charges) upon receipt of the final invoice. If you do not make payment within 30 days of the final invoice date, we will apply interest charges in the amount of the lower of 1.5% per month, or the highest rate permitted by law, to your Master Account

All payments will be made in Canadian dollars except that if payments are made with US dollars, Hotel will process the US dollars payment using the hotel current daily exchange rate for that payment.

Cancellation And Attrition Policies

As indicated above, when you sign this Contract, we remove the Room Block from our inventory and consider it sold to you. If you cancel this Contract or do not fulfil your Room Block or food and beverage commitment ("**attrition**") we may be exposed to substantial losses. Accordingly, you agree to the below Cancellation and Attrition Policies, which the parties agree are to be used to calculate and assess liquidated damages and not penalties:

Attrition - Rooms

We anticipate the Room Block to generate total revenues of **88770CAD** (net and not inclusive of additional daily fees and charges, if any, taxes or commissions) ("Anticipated Room Night Revenue"). We will allow for a **20%** reduction in Anticipated Room Night Revenue, provided that you make a written request at least 60 days prior to your arrival date. At the conclusion of your program, we will subtract the actual rooms revenue derived from your program (excluding revenue derived from pre and post program stays) and the amount of any permissible attrition from Anticipated Room Night Revenue. The remaining amount will be posted to your Master Account, plus applicable taxes and any additional daily fees and charges.

No Shows

It is your responsibility to pay for any cancellations that extend beyond allowable attrition, if any. For each no show, you will be charged for one (1) night room and tax. If attendees are to pay their own room and tax, the individual's credit card will be charged for that amount. If no attendee credit card has been provided, all such charges will be billed to your Master Account.



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Attrition – F&B

You are responsible for the entire Anticipated Event F&B Revenue set forth above. If the estimated revenues appear to be below the Anticipated Event F&B Revenue, we may advise you of additional food and beverage options to meet the agreed upon minimum. At the conclusion of your program, we will subtract the actual food and beverage revenue derived from your program from the Anticipated Event F&B Revenue. Any remaining amount will be posted to your Master Account, plus applicable additional charges, fees and taxes.

Cancellation Policy

If you cancel the program between the execution of this Contract and your scheduled arrival, we will charge, and you will owe, a cancellation fee calculated in accordance with the chart below, plus applicable taxes and additional charges and fees, which the parties intend as liquidated damages and not as a penalty.

Date of Cancellation		Liquidated Damages*	
0 to 30	days before arrival	100 %	of Anticipated Room Night Revenue and Anticipated Total Function Revenue**
31 to 60	days before arrival	90 %	of Anticipated Room Night Revenue and Anticipated Total Function Revenue**
61 to 90	days before arrival	75 %	of Anticipated Room Night Revenue and Anticipated Total Function Revenue**
91 to 180	days before arrival	50 %	of Anticipated Room Night Revenue and Anticipated Total Function Revenue**
+181	days before arrival	25 %	of Anticipated Room Night Revenue and Anticipated Total Function Revenue**

**Plus applicable taxes and additional fees and charges. You shall pay the liquidated damages you owe at the time of cancellation. You may not transfer, resell or sublet the rights granted you and/or your attendees (as applicable) under this Contract to any third party for purposes of satisfying the Anticipated Room Night Revenue, Anticipated Event F&B Revenue or otherwise.*

***Anticipated Total Function Revenue means Anticipated Event F&B Revenue plus Function Space rental fees and additional related charges plus taxes.*

The parties have requested that this Contract and any other related correspondence, documents or notices be prepared in English.

Confirmation

To confirm arrangements for this program, please initial each page, sign and return this Contract before **2021-06-18** with the completed Account Application for Credit Form. After this date, if we have not received a signed Contract and completed Account Application for Credit Form, we may release the Room Block and Function Space being held for you.

Additional Documents

The Schedule A – Terms and Conditions and attachments are attached to, and incorporated into this Contract. Prices in the attached documents are subject to change.

This Contract, including the attached Terms and Conditions, shall be a legally binding contract only after it has been signed by Richard Rejino authorized to commit to the arrangements set forth herein on behalf of INTERNATIONAL ACADEMY OF MEDIATORS and thereafter signed by a representative of Hotel.

Sincerely,

Valid for Agreement: IAM Montreal 2022

Date: Tuesday, June 08, 2021

INTERNATIONAL ACADEMY OF MEDIATORS

Sofitel Montréal Le Carré Doré



Sofitel Montréal Le Carré Doré

Signature:	
Nom :	Richard Rejino
Title :	IAM Executive Director
Date :	

Signature:		
Nom :	Charlotte Bassut	Marc Pichot
Title:	Director of Sales & Marketing	General Manager
Date :		

*Thank you for choosing the Sofitel Montréal Le Carré Doré.
We look forward to exceeding your expectations.*



Schedule A - Terms And Conditions

INDEMNIFICATION

You shall indemnify and hold us, the Accor hotel operator and Accor Management Canada Inc., and their respective owners, parent companies, subsidiaries, affiliates, officers, directors, employees, agents and representatives forever harmless from, and against, any and all personal injury, property damage, loss, liability or claim of liability, expenses, fines and penalties including reasonable legal fees caused by any wrongful or negligent act, failure to disclose, error or omission by you, your contractors, subcontractors, vendors, guests, invitees, agents, delegates or representatives, except to the extent and percentage attributable to the hotel's negligence.

We shall indemnify and hold you, your parent companies, subsidiaries, affiliates, officers, directors, employees, agents and representatives forever harmless from and against, any and all personal injury, property damage, loss, liability or claim of liability, expenses, fines and penalties including reasonable legal fees caused by any wrongful or negligent act, failure to disclose, error or omission by us, our agents, employees or representatives, except to the extent and percentage attributable to your or your guests', invitees', agents', delegates' or representatives' negligence. This indemnification provision (together with all other indemnification obligations in this Contract) shall survive the termination or expiration of this Contract.

INSURANCE

Each of us agrees to carry and upon demand to provide to the other evidence of a sufficient amount of insurance to provide coverage for any liabilities arising out of or resulting from our respective obligations pursuant to this Contract. You further agree to provide us with evidence of insurance from any contractor, vendor or service provider retained by you. Such third party shall maintain, at a minimum, Commercial General Liability insurance of at least \$2,000,000 per occurrence for injury and/or death and property damage prior to commencing work or services. All insurance required under this Contract shall name us, Accor S.A., and its subsidiaries and affiliates as additional insureds.

CONFIDENTIALITY

The terms and conditions of this Contract are both parties' confidential information and neither party is permitted to disclose them to any third-party (1) other than those of its personnel, including agents, who need to know such information so that the applicable party is able to perform its obligations hereunder or enforce its rights; or (2) to the extent required by applicable laws.

MISCELLANEOUS PROVISIONS

This Contract is made and will be performed in Montreal, Québec/Canada, and shall be governed by and construed in accordance with Québec/Canada law, excluding its conflict of law rules. By executing this Contract, you consent to the exercise of personal jurisdiction over it by, and venue in, the courts of the State/Province of Montreal, Québec/Canada. Any legal action in connection with this Contract shall be brought and maintained only in the courts of the State/ Province of Québec/Canada, and only in Canada. The parties agree that the prevailing party in any litigation arising from or associated with this Contract shall recover its attorney's fees and any costs incurred. All costs the Hotel incurs in connection with a collection action that it, in its discretion, decides to institute, including attorney's fees, will be posted to your Master Account.

This Contract is the entire agreement between us, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications between us, and may only be supplemented or changed in writing, signed by our representatives.

None of our representatives have been or are authorized to make any verbal amendments or representations that vary from the express terms of this Contract, though this Contract may be amended or supplemented in writing.

You may not assign this Contract or any of your rights under this Contract without our prior written consent. You further agree that any change in your corporate or business ownership structure, whether by merger, amalgamation, take-over or otherwise, shall not serve to cancel, modify or in any way reduce your obligations under this Contract, and this Contract shall remain in full force and effect with respect to you and any successor entity. Without limiting the foregoing, you acknowledge and agree that neither you, nor your program attendees or any third-party are permitted to sell, lease or otherwise transfer reservations for rooms, meeting rooms or any other facilities made under this Contract.

The parties use the terms "shall" and "will" in connection with a party's obligations interchangeably to indicate a mandatory obligation and do not intend any difference in interpretation between them.

FORCE MAJEURE

If the Contract becomes illegal or impossible to perform by either party due to acts of God, war, terrorist act, disaster, strikes, pandemic, civil disorder, or other comparable unforeseeable emergency, this Contract may be terminated for any one or more of such reasons by written notice from one party to the other.

PERSONAL DATA PROTECTION

Each party acknowledges that the booking of stays in a hotel implies the collection and processing of personal data (as defined in EU General Data Protection Regulation ("GDPR") ("Personal Data") pertaining to guests.

When your guests book a stay in the Hotel, when you or a third-party books a stay or reserves rooms on behalf of guests, and/or when you or a third-party otherwise provides guests' Personal Data to Hotel or its operator under this Contract, Hotel or its operator, as applicable, acts as a data controller regarding all such Personal Data provided. This data will be processed in accordance with GDPR and Hotel operator's data protection charter available at <https://www.accorhotels.com/security-certificate/index.en.shtml>.

You remain a data controller for the processing of your users' personal data for travel services purposes.

Each party warrants to collect, process and store Personal Data (and you shall ensure that your onward distributors collect, process and store Personal Data) in compliance with GDPR. To this end:

- In accordance with Art. 15 GDPR, each party warrants that it provides the data subjects with all requested information regarding the processing of Personal Data;
- In accordance with Art. 30 GDPR, each party undertakes to maintain a record of processing activities under its responsibility;
- In accordance with Art. 13, 14, 16, 17 and 21 GDPR, each party recognizes that the data subjects have a right to access, rectify, erase or object to his/her use of Personal Data. Where it deems necessary, each party undertakes to communicate to the other any request it may directly receive from a relevant data subject exercising his/her above mentioned right relating to him/her and which makes express reference to the other party;
- In accordance with Art. 5 (1e) GDPR, each party undertakes not to keep Personal Data in a form that permits identification of data subjects for any longer than is necessary for the purposes for which the data was collected or for which they are further processed; and
- In accordance with Art. 32 GDPR, each party shall implement and maintain appropriate environmental, safety and facility procedures, data security and back-up procedures and other administrative, technical, and physical safeguards, to protect the security, confidentiality and integrity of Personal Data and to prevent the misuse and wrongful disclosure thereof. These measures shall be designed to:
 - Protect against the destruction, loss, unauthorized access or alteration of Personal Data and other sensitive data provided hereunder;



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- Inform each party's employees authorized to access Personal Data of their obligation to maintain the security thereof.

Notwithstanding anything to the contrary in this Contract, information given by guests directly to the Hotel or its operator will be the sole property of the operator and its affiliates and nothing in this Contract will be deemed or construed to restrict the use of such information.

PRIVACY

Without limiting either party's rights or obligations under the clause below above "Personal Data Protection," to the extent you provide us any information, including your contact information and the Personal Data (as defined below) of your group and its members and attendees, for any reason, you hereby represent, warrant and covenant that you have obtained all rights, permissions and authorizations necessary to (i) regardless of the point of collection, provide the information to us and (ii) grant us the right to use or release the information (a) in response to inquiries by you; (b) in conjunction with our performance under this Contract; or (c) as otherwise permitted under this Contract.

GROUP CONTENT

To the extent you or your attendees provide any content to us, including brochures, collateral, logos, pictures, videos or music for any reason, including for use in conjunction with, or distribution during, the program, you hereby warrant that you have all rights, permission and licenses necessary to provide such content to us and to display or perform the content used by your group during your program.

DISRUPTION

To facilitate our ability to provide a suitable environment for all guests and to comply with applicable laws and regulations, you agree to notify us in writing in advance of your arrival if any of your planned events or activities will include music, loud speakers, cheering, singing, shouting or other loud noise or disruptive behavior.

COUNTERPARTS

This Contract may be executed in counterparts, including scanned PDF counterparts, and delivery of an executed copy of this Contract by any party via electronic transmission will be as effective as delivery of a manually executed copy of the Contract by such party.



TABA HEIGHTS BUDAPEST PHNOM PENH
QUEENSTOWN JINAN BRISBANE AUCKLAND
BANGKOK BEIJING BEIRUT BERLIN RABAT
BUENOS AIRES CAIRO CHENGDU CHICAGO
ROME BIARRITZ KRABI SANYA CHONGQING
WARSAW ESSAOUIRA MALABO HAMBURG
FLORIANOPOLIS FRANKFURT GOLD COAST
GUANGZHOU XINING GUIYANG HAIKOU
WROCLAW WELLINGTON HANGZHOU HANOI
HARBIN HO CHI MINH CITY ZHENGZHOU
LOS ANGELES SIEM REAP LIANYUNGANG
LYON BRUSSELS DUBAI MANILA ABIDJAN
ABU DHABI KUNMING AGADIR AL KHOBAR
ALGIERS ATHENS SHENYANG SINGAPORE
SYDNEY LUXOR LISBON LONDON GUARUJA
XIAN BOGOTA MELBOURNE MARRAKECH
MARSEILLE BALI QUIBERON CASABLANCA
PARIS MIAMI MONTEVIDEO MONTREAL
MOSCOW MUMBAI WUXI MUNICH NEW YORK
JEDDAH PARIS LA DEFENSE PHILADELPHIA
RIO DE JANEIRO RIYADH SHANGHAI NINGBO
TIRANA VIENNA NANJING WASHINGTON
MACAU LUXEMBOURG SOPOT STRASBOURG