

## RESERVATION TERMS & CONDITIONS

1. This Contract is between the SIGNATORY below herein referred to as the CLIENT/ENGAGER and CARLOS A. GOTHONG HOLDINGS INC. (CAGHI) doing business under the name of SUGBUTEL BED & BATH.
2. This Contract serves as a confirmation of the booking of the CLIENT/ENGAGER with CAGHI.
3. The Sugbutel accommodation should only be used for the purpose stated in the Contract.
4. Engager agrees to follow the House Rules of the Hostel during their stay. Sugbutel reserves the right to end the stay of and/or collect charges from the CLIENT/ENGAGER if there are confirmed violations committed by the CLIENT/ENGAGER or by group and/or individuals represented by him.
5. The Client/ Organizer/ Engager shall be held fully responsible for any actions that his/her guest will or may commit within the SUGBUTEL premises.
6. Sugbutel is not liable for items of guests lost or damaged during their stay at the Hostel. Any loss, damage or injury that SUGBUTEL and its personnel suffers attributable to the acts of omission or commission of the Client/Engager and/ or his guest during the contracted period shall give rise to the CLIENT/ENGAGER's liabilities without prejudice to the former's rights to recover under existing laws.
7. No alterations such as hammering and painting on walls and columns are allowed. Should the CLIENT/ENGAGER or the group and/or individuals represented by him be proven to violate this rule, damages incurred on the property shall be charged to the CLIENT/ENGAGER.
8. Postponement of bookings to another date or time shall be allowed only if made fourteen (14) calendar days prior to the date of arrival and if the accommodation is available on the date of re-schedule.
9. Cancellation, at the instance of the CLIENT/ENGAGER, shall be valid only if made in writing and refund for a valid cancellation shall only be issued under the following conditions:
  - Cancellation received at least 14 days before the booked date of stay - 90 % of the total amount
  - Cancellation received within 14 days before the booking date - NO REFUND.
10. Notice of the election of the CLIENT/ENGAGER to effect the reduction either of the contracted days of stay or of the contracted number of guests should be made at least 15 days prior to the booked date of stay otherwise, NO proportionate reduction of the charges shall be allowed to his favor and CLIENT/ENGAGER shall be liable for the amount corresponding to the charges for number of days of stay or number of guests originally agreed upon.
11. 'NO SHOW' or failure of the CLIENT/ENGAGER to avail of the accommodation herein contracted, for whatever reason, shall forfeit in favor of Sugbutel all the amounts paid by the CLIENT/ENGAGER hereunder.
12. If, upon the request of the CLIENT/ENGAGER, transportation services and/or tour packages and/or meal packages will be provided or made available to CLIENT/ENGAGER during the duration of his stay at Sugbutel, the participation of CARLOS A. GOTHONG HOLDINGS, INC. in the provision of either or both of the abovesaid services is limited to that of an "in gratis' assistance with respect to CLIENT/ENGAGER and referral with respect to the entity providing the transportation and/or tour packages and/or meal packages. Proceeding, the contract pertaining to the provision of transportation services and/or tour packages and/or meal packages shall be exclusively between CLIENT/ENGAGER and the entity providing the same. Hence, CLIENT/ENGAGER hereby hold CARLOS A. GOTHONG HOLDINGS, INC. free and harmless from any and all incidents arising therefrom. This provision holds true notwithstanding the fact that the payment of the CLIENT/ENGAGER for the transportation services and/or tour packages and/or meal packages shall be coursed through CARLOS A. GOTHONG HOLDINGS, INC. and receipt acknowledging its receipt of the said payment shall be issued by the latter.
13. In case of causes such as force majeure (fire, earthquake, etc.) beyond the control of the SUGBUTEL, it is mutually agreed that SUGBUTEL shall not be held responsible for the fulfilment of this contract.
14. Engager/Client shall render CAGHI free and harmless from all liabilities and responsibilities for injury, loss or damage caused by fire, earthquake or any other incident during the period covered by this Contract or during the times when the guest or personnel of the client is within Sugbutel premises.
15. Violation of any provision of this Contract shall render the Engager liable for liquidated damages in the amount of FIVE THOUSAND PESOS (P5,000.00).
16. In case of Court litigation, the proper court of Cebu City shall be the exclusive venue to the exclusion of all other courts of similar jurisdiction.
17. The signature of the CLIENT/ENGAGER herein partakes as his representation that he has understood and agreed to the terms and conditions stated in this contract.

IN WITNESS WHEREOF, we hereby affix our signatures this \_\_\_\_\_ day of \_\_\_\_\_, 2010 in Cebu City, Philippines.

Should you find this contract agreeable, please affix your signature on the conforme portion below and fax to 232.8888. Thank you.

Sincerely yours,

CARLOS A GOTHONG HOLDINGS INC.