

**To:** [REDACTED]  
**From:** Richard Kahn  
**Sent:** Tue 11/17/2015 6:39:16 PM  
**Subject:** Re: Contract for Fairmont Waterfront Vancouver

i am ok to do or you can  
your call  
thanks

Richard Kahn  
HBRK Associates Inc.  
575 Lexington Avenue 4th Floor  
New York, NY 10022  
[REDACTED]

On Nov 17, 2015, at 1:37 PM, [REDACTED] <[REDACTED]> wrote:

Do you want to put on your CC?

Sent from my iPhone

Begin forwarded message:

**From:** "jeffrey E." <jeevacation@gmail.com>  
**Date:** November 17, 2015 at 1:28:35 PM EST  
**To:** [REDACTED] <[REDACTED]>  
**Subject:** Re: Contract for Fairmont Waterfront Vancouver

yes

On Tue, Nov 17, 2015 at 2:19 PM, [REDACTED] <[REDACTED]> wrote:

Ok to give deposit of \$1500 then?

Sent from my iPhone

On Nov 17, 2015, at 1:14 PM, jeffrey E. <jeevacation@gmail.com> wrote:

7k ok

On Tue, Nov 17, 2015 at 2:10 PM, [REDACTED] <[REDACTED]>  
wrote:

**I just left Jean, the banquet manager a VM re what is the total for conf. room and food...I did find the below in contract...**

#### **Attrition – Banquet**

Your anticipated banquet revenue (including food and beverage charges and any meeting and function room rental charges) is \$7000.00 and shall be referred to herein as the "Anticipated Banquet Revenue Figure." The Anticipated Banquet Revenue Figure does not include service charges / surcharges, taxes, labour charges, audio visual, parking or any other miscellaneous charges incurred. Should your revenues appear to be dropping below the Anticipated Banquet Revenue Figure, we will be happy to advise you of additional alternatives in food and beverage that will bring you back up to the agreed upon Anticipated Banquet Revenue Figure. At the conclusion of your meeting, we will subtract the actual banquet revenue derived from your meeting from the Anticipated Banquet Revenue Figure. Any remaining amount will be posted to your Master Account, plus applicable taxes and service charges / surcharges. **Guarantee**

It is your responsibility to advise us of the final number of attendees in writing seventy two (72) hours or three (3) business days prior to your event by noon. The Hotel will prepare and set five (5) percent above the guaranteed number to a maximum of thirty (30) guests, space permitting. In the event that a guarantee has not been received, the number will be based on the previously discussed attendance or the actual number attending, whichever is greater.

#### **ADDITIONAL BANQUET CHARGES**

Food and beverage functions that have less than 20 attendees will be charged a mandatory \$4 service charge / surcharge per meal function. Please note that 100% of this mandatory service charge / surcharge will be retained by the Hotel and not distributed as a tip or gratuity to Hotel staff. If you or your attendees wish to provide an additional tip to the Hotel's staff, please feel free to do so. The mandatory service charge / surcharge will

be posted to your Master Account.

All food and beverage functions are subject to a mandatory 20% service charge / surcharge, of which 16% is a gratuity that is distributed to the Hotel's servers and, as appropriate, other staff, and the remaining 4% is retained (and not distributed as a tip or gratuity to the Hotel's employees) by the Hotel. Depending on the Hotel's location, the service charge / surcharge may be subject to sales or other taxes, which may change from time to time without notice. If you or your attendees wish to provide an additional tip to the Hotel's staff, please feel free to do so. The mandatory service charge / surcharge will be posted to your Master Account.

On Nov 17, 2015, at 12:58 PM, jeffrey E. <jeevacation@gmail.com> wrote:

dollars?

On Mon, Nov 16, 2015 at 3:57 PM, [REDACTED] <lesley.jee@gmail.com> wrote:

Did you want to look over contract for the Fairmont since back surgery is hopefully not necessary? We must confirm with a deposit no later than next Monday Nov. 23rd they reserve the right to release the space. (FYI-I also have you on a wait list for a suite and regular room at this hotel)

Cancellation Policy:

[REDACTED]	
90-0 Days Prior to Function	100% of Anticipated Banquet Revenue Figure
180-91 Days Prior to Function	75% of Anticipated Banquet Revenue Figure
Date of Mutual Execution of Contract - 181 Days Prior to Function	50% of Anticipated Banquet Revenue Figure

plus applicable taxes and service charges

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please note

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JEE

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