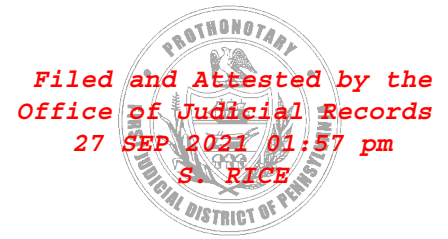


PHILADELPHIA LAWYERS GROUP, LLC
BY: ALAN R. ZIBELMAN, ESQUIRE
ATTY. I.D. NO.: 66993
Two Penn Center, Suite 1030
Philadelphia, PA 19102
(215) 569-0600



Attorney for Plaintiff

<p>JASMINE NICHOLSON and ROBERT NICHOLSON, H/W, Individually and on behalf of all others similarly situated,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>WURZAK HOTEL GROUP MARK, LLC, d/b/a Hilton Philadelphia City Avenue and Sheraton Valley Forge,</p> <p style="text-align: center;">Defendant.</p>	<p>COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY</p> <p>CIVIL ACTION – LAW</p> <p>CLASS ACTION</p> <p>DOCKET #: _____</p>
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NOTICE TO DEFEND

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

PHILADELPHIA BAR ASSOCIATION
LAWYER REFERRAL and INFORMATION SERVICE
One Reading Center
Philadelphia, Pennsylvania 19107
(215) 238-6333
TTY: (215) 451-6197

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días, de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELÉFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL:

ASOCIACION DE LICENCIADOS DE FILADELFIA
SERVICIO DE REFERENCIA E INFORMACION LEGAL
One Reading Center
Filadelfia, Pennsylvania 19107
Teléfono: (215) 238-6333
TTY: (215) 451-6197

CLASS ACTION COMPLAINT

Plaintiffs, Jasmine Nicholson and Robert Nicholson, bring this action on behalf of themselves and all others similarly situated against Defendant Wurzak Hotel Group Mark, LLC, d/b/a Hilton Philadelphia City Avenue and Sheraton Valley Forge (hereinafter “Wurzak”). Plaintiffs allege the following based upon information and belief, the investigation of counsel, and personal knowledge as to the factual allegations pertaining to themselves.

INTRODUCTION

1. This case arises from Defendant’s failure to reimburse Plaintiffs any and all fees, deposits or otherwise, paid to Defendants in anticipation of a wedding reception that was cancelled due to restrictions imposed by the Commonwealth of Pennsylvania in response to the Covid-19 pandemic. The contract entered into by and between Plaintiffs, along with each member of the class, and Defendant states, unambiguously, that “If for any reason beyond its control, including but not limited to, strikes, labor disputes, accidents, government requisitions, **restrictions** or regulations on travel ... Operator may terminate this agreement ...upon return of Patron’s deposit.” (See Banquet Event Order Contract, Page 2, ¶ 6, attached hereto as Exhibit “A”). (Emphasis added). Notwithstanding this clear contractual language, Defendant has refused to reimburse any fees, deposits or otherwise, paid to Defendants. By refusing to do so, Defendant is profiting from Plaintiffs and the class of individuals they seek to represent.

2. On behalf of themselves and as a putative class in Southeastern Pennsylvania, Plaintiffs hereby bring this action for violations of common law contract, unjust enrichment and unfair trade practices and consumer protection laws. Plaintiffs

seek monetary damages, appropriate restitution, and declaratory and other equitable relief.

PARTIES

3. Plaintiffs Jasmine Nicholson and Robert Nicholson are married individuals residing in the State of Delaware.

4. Defendant Wurzak Hotel Group Mark, LLC, is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania and maintains a principal place of business at 4200 City Avenue, in the City and Country of Philadelphia. At all times material hereto, Defendant owned, controlled, managed and/ or operated nine (9) hotels in Pennsylvania, Florida, and Virginia, which properties are licensees or franchisees of the Hilton, Sheraton, Element, Homewood, Renaissance and Home2 Suites brands. Three (3) of the aforesaid hotels are located within the County of Philadelphia. At all times material, Defendant acted by and through its members, officers, controllers, directors, agents and/or employees.

JURISDICTION AND VENUE

5. This Court has jurisdiction and venue pursuant to 42 Pa. C.S. §931 and Pa. R. Civ. P. 2179(a) in that the matters complained of occurred in and the cause of action arose within the County of Philadelphia and this Court has original jurisdiction over all cases not exclusively assigned to another court.

PUTATIVE CLASS DEFINED

6. The class definition is any individual, entity or corporation, either a resident or non-resident of the Commonwealth of Pennsylvania, who entered into a “Banquet Event Order Contract” or similar Special Event Contract at either the Hilton Philadelphia City Avenue or the Valley Forge Sheraton and paid deposits or made payments on

account for an event booked on or before March 6, 2020, the date that Pennsylvania Governor Tom Wolf issued a "Proclamation of Disaster Emergency" as a result of the COVID-19 virus, and the various subsequent Orders from the Governor and the Mayor of the City of Philadelphia, and which individual, entity or corporation requested and was refused a refund of their deposits or payments on account before the Proclamation was lifted.

7. The class is limited by a total recovery of Five Million (\$5,000,000) Dollars.

FACTUAL ALLEGATIONS

8. Plaintiffs entered into a Banquet Event Order Contract (BEO ID: 300130), (hereinafter the "BEO Contract"), at the Hilton Philadelphia City Avenue on or about September 25, 2018 for their wedding which was planned for September 9, 2020 and to occupy five (5) of the hotel ballrooms with a minimum guarantee of 175 Guests. (See Exhibit "A").

9. Upon signing the BEO contract, Plaintiffs paid a deposit of \$2,500.00 and then paid a second deposit on or before September 9, 2019 per the terms of the BEO contract. Plaintiffs thereafter paid an additional sum of \$5,000.00 for a total paid on account in the amount of \$10,000.00.

10. On or about July 17, 2020, Philadelphia County had not returned to "green" status for large social gatherings and Plaintiffs requested a refund of their deposit(s) and additional monies paid on account.

11. Plaintiffs request for a refund of their deposit was denied on July 17, 2020 by the Hilton's Director of Catering/Food & Beverage Operations who was hopeful that the City would move to the "green phase" and allow gatherings of up to 250 people by September 2020. Unfortunately for Plaintiffs and members of the putative class, the City

of Philadelphia lagged behind the State's restrictions imposed by Governor Wolf and not until May 7, 2021 did the city allow 25% capacity for indoor catered social events with a cap of 75 people total, noting that "**events like indoor weddings are the highest risk**".

12. Defendant, acting by and through its management and agents, refused to return the deposits and payments, suggesting that the status may be changing on or after September 1, 2020. Defendants explained that there were no refunds and that Plaintiffs could reschedule their event for another date once the restrictions were lifted.

13. On or about July 24, 2020, one (1) week after Plaintiffs were refused a refund of their deposit, they signed a contract and paid a deposit at another catering facility, the Waterfall in Claymont, Delaware. Their wedding ceremony and celebration took place on September 19, 2020 as planned, as Delaware Governor John Carney enacted the 27th Omnibus Modification of the State of Emergency Declaration providing for Phase 2 Reopening of business and activities effective September 4, 2020 allowing social gatherings including weddings, receptions, graduations, funerals, etc., for up to 150 people. (See Section N, Phase 2 Reopening, Social Gatherings and Events in Phase 2, Subsection 2(c) of the 27th Omnibus Modification).¹

14. On May 19, 2021, the 25% capacity restriction in Philadelphia was modified with a cap of 150 total attendees, **including staff**, or 250 people if there was no music, dancing or alcohol; and with the further restriction that all food be served at the table only. All restrictions were finally lifted in Philadelphia on May 31, 2021, more than eight (8) months after Plaintiffs' original planned wedding date.

¹ Twenty-Seventh Modification: State of Emergency Declaration, <https://governor.delaware.gov/health-soe/twenty-seventh-modification-state-of-emergency-declaration/> - last accessed 7/7/2021.

15. Contrary to the position taken by Defendant's management, the BEO

Contract provides:

6. EXCUSED NON-PERFORMANCE: If for any reasons beyond its control, including, but not limited to, strikes, labor disputes, accidents, **government** requisitions, **restrictions** or regulations on travel, commodities or supplies, acts of war, or acts of God, Operator is unable to perform its obligations under this agreement, such non performance *[sic]* is excused and operator may terminate this agreement without further liability of any nature, upon return of Patron's deposit. In no event shall operator be liable for any damages under this agreement including but not limited to consequential, actual, punitive o *[sic]* damages of any nature for any reason whatsoever. If for any reason the space reserved hereunder is not available for the Event, Operator may substitute therefore other space at least comparable in quality thereto, and if **Patron agrees to accept** such substitutions. (Emphasis added).

(BEO Contract, ¶ 6) (Exhibit "A")

16. The controlling language in the BEO Contract specifically provides that if for reasons beyond its control, including but not limited to ... **government restrictions** ...such non-performance is excused and Operator may terminate [the] agreement without further liability of any nature, upon return of Patron's deposit. The remaining language exculpates Defendant for any liability or damages and provides that Defendant may substitute comparable space if the space reserved is not available.

17. Significantly, defendants BEO Contract does not contain a *force majeure* clause that would allow them to cancel or terminate the contract and retain the deposits and payments due to matters beyond their control such as the government restrictions imposed from the Covid-19 pandemic.

18. It is patently unjust to allow Defendant to play "**Heads I win – tails you lose**" by terminating the agreement, discharging its performance, and exculpating

itself for return of deposits while the Plaintiffs cannot terminate the Contract for the very same reasons and receive a refund of their deposits. The Defendant in this case presumably has taken the position that it may indefinitely postpone a celebration or business event which the customer may no longer want to host while not “terminating” the Agreement and therefore is not obligated to return the money.

CLASS ACTION ALLEGATIONS

19. Plaintiffs bring this action on behalf of themselves and all other individuals whose fees, deposits or otherwise have been withheld by Defendants due to cancellations of events owing to governmental restrictions imposed due to the Covid-19 pandemic.

20. Pursuant to Rules 1701-1717 of the Pennsylvania Rules of Civil Procedure, Plaintiffs meet the standards to assert this class action:

- a. The class is so numerous that joinder of all members is inappropriate:
 - i. The exact number of class members is unknown to Plaintiffs and their counsel but can be determined by the records maintained by Defendant;
 - ii. Defendant hosts a significant number of events and often have multiple functions ongoing at the same time;
 - iii. It is not unusual for Defendant's properties to facilitate five (5) events per weekend at each location or ten (10) events per weekend combined. There are also corporate events that will occur on weekdays;
 - iv. Plaintiffs herein representing the putative class booked their events a full two (2) years before the event was scheduled to occur; and

- v. Assuming a total of ten (10) events per week for fifty (50) weeks, there may be a total of 500 plaintiffs who had events booked to take place during the fifteen (15) months of pandemic closures from March 2020 through June 2021.
- b. There are common questions of law or fact affecting the rights of all class members, including the following:
- i. Whether Defendant violated the terms of the class members' BEO contracts;
 - ii. Whether Defendant failed to implement and maintain commercially reasonable procedures to ensure proper reimbursement of fees, deposits or otherwise due Plaintiffs as dictated by the terms of their BEO contracts;
 - iii. Whether Defendant's conduct constitutes a breach of each Plaintiff's BEO contract;
 - iv. Whether Defendants retention of fees, deposits or otherwise due Plaintiffs constitute unjust enrichment; and
 - v. Whether Defendants conduct constitutes a violation of the Pennsylvania unfair trade practices and consumer protection laws.

21. Plaintiffs are members of the class and they seek to represent and their claims are typical of the claims of the proposed class.

22. Plaintiffs have no interest antagonistic to, or in conflict with, the class. Plaintiffs will thoroughly and adequately protect the interests of the class, having retained qualified and competent counsel to represent Plaintiffs and the class.

23. A class action is superior to other available methods for the fair and effective adjudication of the controversy, common questions will predominate, and there will be no unusual manageability issues.

LEGAL CLAIMS
COUNT I – BREACH OF CONTRACT

24. Plaintiffs incorporate by reference paragraphs 8 through 18 above as though fully set forth herein. Plaintiff brings this Count on behalf of the class.

25. Every BEO contract prepared by Defendant represents a contract between the Plaintiffs and the Defendant.

26. The BEO contracts provide that Plaintiffs and Class members are entitled to a refund of their deposits and payments and that Defendant is discharged of its obligation to perform for circumstances beyond its control.

27. Defendant was unable to perform its obligations owed to Plaintiffs and the Class members due to Covid-19 restrictions in place as a result of Governor Wolf's Orders.

28. Defendant's BEO contracts did not contain a *force majeure* clause that would allow them to suspend or postpone an event due to pandemics such as Covid-19.

29. Defendants were careful to limit their liability for non-performance even due to government regulations upon return of their client's (Plaintiffs and Class members) deposits.

30. The BEO contracts, being drafted by the Defendant, must be construed against the Defendant to the extent their interpretation may be ambiguous.

31. The BEO contracts are partial and not equitable in that they favor Defendant's discharge for non-performance at its own unilateral option providing the

remedy of returning deposits to protect itself from further liabilities in the event its facilities were not operable or available due to maintenance, labor or other conditions beyond its control.

32. The BEO contracts do not similarly provide that Plaintiffs or Class members may terminate and receive a refund in the event Defendant cannot perform for the same reasons stated in the BEO contracts.

33. Defendant materially breached each Class member's contract by refusing reimbursement of deposits and payments on account otherwise due Plaintiffs as dictated by the terms of their BEO contracts. Accordingly, Plaintiffs and the Class members have been denied monies owed to them and did not receive the benefits due them from their bargain with Defendant.

34. As a direct and proximate result of the Defendant's breach, Plaintiffs and the Class members have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

COUNT II – UNJUST ENRICHMENT

35. Plaintiffs incorporate by reference paragraphs 8 through 34 as though fully set forth herein. Plaintiff brings this Count on behalf of the class.

36. Notwithstanding any of the contractual provisions the BEO contract itemizes, it is unjust for Defendant to postpone, cancel or terminate an event, whichever the case may be, and mandate that Plaintiffs or Class members must postpone their events. In Plaintiffs' case, a wedding cannot just be postponed while waiting for Covid-19 restrictions to be repealed when the date or timing of the rescinding of the restrictions is and was unknown.

37. On occasion, Plaintiffs, Class members and others do and did have to move on with their lives and businesses do and did have to cancel their special events at some point. This is not uncommon even in non-pandemic times. These individuals and entities cannot be required to indefinitely postpone or rescheduled these events.

38. In fact, Bar and Bat Mitzvahs are religious celebrations that occur on or near a Jewish child's 13th birthday. Certainly, Defendant cannot expect that these events will still occur a year later.

39. Corporations have certain events, gatherings, conventions, etc. that cannot simply be postponed because as time moves on, the significance of the event becomes no longer relevant in the future. Relating to the Covid-19 pandemic, this future was, at a minimum, one (1) year.

40. Defendant has benefitted from not reimbursing the fees, deposits or otherwise belonging to Plaintiffs and Class members. Defendants have received and retained unjust benefits from the Plaintiffs and Class members, and inequity has resulted.

41. It is inequitable and unconscionable for Defendant to retain these benefits.

42. Defendant knowingly accepted the unjust benefits of its unlawful conduct.

43. As a result of Defendant's misconduct, the amount of its unjust enrichment should be disgorged and returned to Plaintiffs and the Class members, in an amount to be proven at trial.

**COUNT III – VIOLATION OF THE PENNSYLVANIA UNFAIR TRADE PRACTICES
AND CONSUMER PROTECTION ACT (Pa. UTPCPL)**

44. Plaintiffs incorporate by reference each preceding paragraph as though fully set forth herein. Plaintiff brings this Count on behalf of the class.

45. The intent of the UTPCPL is to protect consumers of goods and services and deter businesses from participating in deceptive or unfair trade practices.

46. Fraudulent or negligent conduct is not required for a court to find a business's conduct misleading or deceptive, and to force the business to pay damages.

47. According to the Supreme Court, the UTPCPL has a "strict liability" standard where unintentionally confusing or misleading conduct can form the basis of a claim.

48. The UTPCPL contains a "catchall" provision that prohibits anyone who advertises, sells, or distributes goods or services from "engaging in any ... fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding" during a transaction.²

49. Pursuant to UTPCPL § 201-9.2(a), Private actions:

(a) Any person who purchases or leases goods or services primarily for personal, family or household purposes and thereby suffers any ascertainable loss of money or property, real or personal, as a result of the use or employment by any person of a method, act or practice declared unlawful by Section 3 of this act, may bring a private action to recover actual damages or one hundred dollars (\$100.00), whichever is greater.

50. The Court may, in its discretion, award up to three times the actual damages sustained and may provide such additional relief as it deems necessary or proper.

51. Furthermore, the Court may award to the Plaintiff, in addition to other relief provided in UTPCPL, costs and reasonable attorney fees.

52. Defendant's acts and practices, as set forth herein, were conducted in trade or commerce within and from the Commonwealth of Pennsylvania and Defendant's acts

² 73 P.S. § 201-2(4)(xxi)

and practices constitute unfair, false, misleading and deceptive acts or practices in violation of the UTPCPL.

53. As a direct and proximate result of the Defendant's violation of the UTPCPL, Plaintiffs and the Class members have been damaged in an amount to be proven at trial, which shall include, but is not limited to, all compensatory damages, incidental and consequential damages, and other damages allowed by law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully requests this Court:

- A. Certify this matter as a class action pursuant to Rules 1701-1710 of the Pennsylvania Rules of Civil Procedure;
- B. Enter a judgment in favor of each class member for damages suffered as a result of the conduct alleged herein;
- C. Award damages in the amounts to be proven at trial;
- D. Award Plaintiffs reasonable attorneys' fees and costs, punitive damages, and the costs of the lawsuit; and
- E. Grant such other and further legal and equitable relief as the court deems just and necessary.

Dated: September 27, 2021

PHILADELPHIA LAWYERS GROUP, LLC

BY:




ALAN R. ZIBELMAN, ESQUIRE

VERIFICATION

The averments and/or denials contained in the foregoing **COMPLAINT** are true based upon the signer's personal knowledge or information and belief. If the foregoing contains averments which are inconsistent in fact, signer has been unable, after reasonable investigation, to ascertain which of the inconsistent averments are true; but signer has knowledge or information sufficient to form a belief that one of them is true. This verification is made subject to the penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities.

BY:

A handwritten signature in black ink, appearing to read 'Robert Nicholson', written over a horizontal line.

Robert Nicholson

EXHIBIT “A”



Philadelphia City Avenue

BEO ID: 300130

BANQUET EVENT ORDER CONTRACT

POST AS IN HONOR OF JASMINE & ROB

EVENT NAME: JOHNSON - NICHOLSON WEDDING

EVENT BOOKED BY: RANDY L. SCHALLER

CONTACT JASMINE JOHNSON

JOHNSON 9-19-2020

BILLING ADDRESS: 1402 N. WALNUT STREET
WILMINGTON DE 19890

DATE TYPED:

9-25-2018

JASMINE 302-981-7838

DATE OF EVENT: SATURDAY, SEPTEMBER 19, 2020

TIME OF EVENT: 6:00 PM - 11:30 PM

LOCATION OF EVENT: BRYN MAWR, GLADWYNE, VENEZIA, BORGHESE, GARDEN BALLROOM

MINIMUM GUARANTEE OF GUESTS: 175

FOOD & BEVERAGE:

8:00 AM BRYN MAWR BRIDAL PARTY DRESSING ROOM

THE MENU WILL BE DECIDED AS THE DATE APPROACHES

5:30 PM SPARKING WATERS IN LOBBY

6:00 PM - 6:30 PM CEREMONY

6:30 PM GLADWYNE BRIDAL PARTY RECEPTION
INTERNATIONAL CHEESES, WAFER CRACKERS
CRISP VEGETABLE CRUDITÉS, HERB DIP
SAMPLING OF HORS D'OEUVRES
CHAMPAGNE, BEERS WINES, SOFT DRINKS ON STATION, SERVER FOR MIXED DRINKS ORDERS

6:30 PM - 7:30 PM RECEPTION
VENEZIA/BORGHESE
INTERNATIONAL CHEESES, WAFER CRACKERS
CRISP VEGETABLE CRUDITÉS, HERB DIP

HOT HORS D'OEUVRES BUTLER AND BUFFET
****SAMPLE OF HORS D'OEUVRES****
STEAK SATAY
SESAME CHICKEN, HONEY MUSTARD SAUCE
PHILLY CHEESE STEAK SPRING ROLLS
MUSHROOM, MANCHEGO CROSTINI
GRILLED VEGETABLE QUESADILLAS
SHORT STACK OF CALAMARI

7:30 PM - 11:30 PM DINNER/DANCE GARDEN
INTRODUCTIONS, FIRST DANCE, CHAMPAGNE
TOAST, LEMON WHEEL IN WATER GLASS

****MENU TO BE DETERMINED****

SALAD
MESCLUN GREENS, GRAPE TOMATOES,
CUCUMBERS, FETA CHEESE, LEMON OREGANO
VINAIGRETTE

WARM BAKERY ROLLS, BUTTER ROSETTES
SESAME FLAT STICK
DO NOT CLEAR SALAD UNTIL ALL COMPLETE

*SPLIT COUNT OF ENTRÉE IS DUE (1) WEEK PRIOR TO EVENT.

** SELECT 2 ENTREES AND (1) VEGETARIAN ENTREES

DETAILS:

TYPE OF EVENT: CEREMONY, RECEPTION WEDDING
BRYN MAWR, DRESSING ROOM, MIRROR, STOOLS
GLADWYNE FOR BRIDAL RECEPTION
CEREMONY SET WITH STAGE AND MICROPHONE
SWEETHEART TABLE

MUSIC: DJ

CENTERPIECES: BY ____ ****USE IVORY CHARGERS****

GREY CHARGERS BY THE HOTEL

FAVORS: _____

CAKE KNIFE, SERVER AND TOAST GLASSES BY _____

PHOTOGRAPHER: AND VIDEOGRAPHER:

LINENS: FLOOR LENGTH IVORY DAMASK, IVORY NAPKINS
PLACE CARD TABLE ON MARBLE FOYER, EASEL?

____ LIGHTS CENTER DOMES IN CEILINGS

CAKE: DECORATED WEDDING CAKE INCLUDED

VALET PARKING: INCLUDED IN PACKAGE PRICE

CHECK ROOM: INCLUDED IN PACKAGE PRICE

SUITE: CHECK IN AT 3:00 PM ON 9/19/2020 AND CHECK OUT AT 12:00 PM ON 9/20/2020

OPEN BAR (5) HOURS (2) BARS FOR COCKTAILS

BRIDE DRINKS

GROOM DRINKS

FEATURING PREMIUM BRAND LIQUORS

PINOT GRIGIO CABERNET SAUVIGNON AND

CHARDONNAY, WHITE ZINFANDEL, MERLOT

ASSORTED SODAS AND JUICES

HEINEKEN, YUENG LING CORONA

NO BEER BOTTLES TO GUESTS

CHAMPAGNE TOAST

MOSCATO ON THE BARS ALL NIGHT

WIRED MICROPHONE FOR CEREMONY COMPLIMENTARY

BILLING ARRANGEMENTS

DEPOSIT OF \$2,500.00 IS DUE UPON RECEIPT

SECOND DEPOSIT \$2500.00 IS DUE ON 9/9/2019

THIRD DEPOSIT \$4500.00 IS DUE 90 DAYS PRIOR TO THE EVENT BY PERSONAL CHECK

FINAL BALANCE & FINAL GUARANTEED NUMBER OF ATTENDING GUESTS IS DUE NO LATER THAN 9/12/2020 BY CASHIER'S CHECK

MINIMUM REVENUE OF **\$17,500.00** EXCLUDING GRATUITIES AND TAXES MUST BE MET.

SUMMARY OF CHARGES:

CEREMONY ROOM \$600.00

FOOD: \$99.00 ADULT PER PERSON PACKAGE

CHILDREN AGE 13 AND UNDER \$60.00 EACH

VENDOR SANDWICHES \$25.00

Case ID: 210902012

All reservations and agreements are made upon, and subject to the rules and regulations of the Hilton Philadelphia City Avenue and the following conditions:

1. TAXES: In addition to the charges set forth elsewhere in this Agreement, Patron agrees to pay separately any and all federal, state and municipal or other taxes imposed on or applicable to the event of this agreement.

2. GUARANTEE; DEPOSIT; CANCELLATION: Patron shall at the signing of this Agreement specify the minimum and maximum number of guests to be in attendance. The minimum number of Guests designated by the Patron at the time of execution of this Agreement multiplied by the price per guest shall be considered the contract price unless and until the guaranteed minimum is determined as defined herein. Patron shall, at least (7) days prior to the date of the Event, specify to Operator the exact number to be in attendance. This number shall constitute a guaranteed minimum and Patron will be charged accordingly. A deposit in the amount of \$2500.00 (see front for details) shall be paid by Patron to Operator at the time of the signing of this Agreement. In addition, twenty five percent (25%) of the contract price shall be paid to the Operator at least 90 days in advance of the function. If Patron cancels, unless operator is able to re-book such space, to serve more than the guaranteed minimum, as specified in advance by Patron, then Patron is liable for the total contract price for the minimum number of guests as agreed on the contract and all incidental and consequential damages suffered by Hilton Philadelphia City Avenue, including and not limited to reasonable legal fees, profits and all costs associated with attempting to re-book the space. The hotel will set the room equal to your final guarantee of guests.

3. PAYMENT IN ADVANCE: Payment in full of the entire contract price must be made, in cash or by certified or bank check, at least seven (7) days prior to the date of the Event and, if such payment is not made, Operator may terminate this agreement and retain all or part of Patron's deposit as liquidated damages without waiving it's rights to seek full indemnification for actual damages. Payments by credit card are subject to a 4% processing fee. All Electronic payments made to the hotel (either by wire or ACH) require a verbal confirmation between both parties before execution.

4. GRATUITIES: An amount equal to twenty-one percent (21%) of the charge to Patron hereunder for food, beverages, room rental and all other services including audio visual will be added to the account.

5. PRICE INCREASES: Prices quoted herein are subject to proportionate increases to meet increased costs of supplies or operation at the time of the Event due to increases in costs of commodities, labor, taxes or currency values subsequent to the signing of this agreement and Patron agrees to pay such increased prices. Alternately, Operator at its option may in the event of such increased costs make reasonable substitutions in menu items and Patron agrees to accept such substitution

6. EXCUSED NON-PERFORMANCE: If for any reasons beyond its control, including, but not limited to, strikes, labor disputes, accidents, government requisitions, restrictions or regulations on travel, commodities or supplies, acts of war, or acts of God, Operator is unable to perform its obligations under this agreement, such non performance is excused and Operator may terminate this agreement without further liability of any nature, upon return of Patron's deposit. In no event shall operator be liable for any damages under this agreement including but not limited to consequential, actual, punitive or damages of any nature for any reason whatsoever. If for any reason the space reserved hereunder is not available for the Event, Operator may substitute therefore other space at least comparable in quality thereto, and if Patron agrees to accept such substitutions.

7. PROVISIONS OF BEVERAGES: Neither Patron nor any of Patron's guests or invitee may bring any food or beverages of any kind into the Hilton Philadelphia City Avenue from off-premises.

8. CONDUCT OF EVENT: Patron undertakes to conduct the Event in an orderly manner, in full compliance with all applicable laws, regulations and company rules. Patron assumes full responsibility for the conduct of all persons in attendance and for any damage done to any part of the Hilton Philadelphia City Avenue premises during any time such premises are under the control or use of Patron or Patron's agents, invitee, employees or independent contractors employed by Patron. All vendors must provide a certificate of insurance naming the Hilton Philadelphia City Avenue as additional insured, minimum of one million dollar policy coverage.

9. DISPLAYS AND DECORATIONS; PATRON'S PROPERTY: All displays and/or decorations proposed by Patron shall be subject to the prior written approval of Operator in each instance. Any personal property of Patron or Patron's guest or invitee brought into the premises of the Hilton Philadelphia City Avenue and left thereon, either prior to or following the event, shall be at the sole risk of Patron and Operator shall not be liable for any loss or damage to any such property for any reason. No confetti, small metal or paper glitter is permitted. No items are to be adhered to the walls or doors.

10. SECURITY: If required in the sole judgment of Operator, in order to maintain adequate security measures in light of the size and nature of the Event Patron shall provide, at its expense, a minimum of _____ uniformed guards, _____ supervisors and _____ ushers (the Security Personnel). All Security Personnel shall be supplied by a reputable licensed guard or security agency doing business in the State of Pennsylvania, which agency shall be subject to prior approval of operator. the Security Personnel are to coordinate with Operator's regular security force and shall concern themselves only to the space reserved hereunder (or substituted therefore), restricting their presence to these areas of the premises of the Hilton Philadelphia City Avenue.

11. BINDING EFFECT OF THIS AGREEMENT: Where appropriate, this Agreement shall be binding upon and inure to the benefit of Operator

12. EXCLUSIVE JURISDICTION: Operator and Patron do and by their signature below, agree and consent to the State Courts of Pennsylvania, located in Philadelphia County to litigate any and all proceedings or disputes arising under, pursuant to or related to the subject matter hereof and irrevocably agree and consent to service of process by mail, return receipt requested or personal service, to such parties address as set forth above or such other address as any party may direct by writing. This agreement and all questions relating to its validity, interpretation and enforcement shall be governed by and construed in accordance with the Commonwealth of Pennsylvania. Interpretation or construction of this Agreement shall not be made against either party due to attribution of drafting.

13. ENTIRE AGREEMENT: The Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof, and supersedes all prior contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained. This Agreement may not be modified or amended other than by Agreement in writing signed by the parties.

14. DEPOSITS ARE NON-REFUNDABLE

15. CLIENT SIGNATURE _____ Johnson - Nicholson Wedding

DATE: _____

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