

HOTEL ARISTA

TERMS AND CONDITIONS

These Terms are applicable to all Contracts of any kind made by Hotel Arista, CityGate Centre Hotel LLC, and CGC Management LLC (collectively, "Arista") and its clients (the "Clients") and apply to all reservations, bookings and agreements for accommodation, dining, function room hire and use of all facilities at Arista. In the event of a conflict between these Terms and Conditions and any provision contained in a Contract executed by Arista and a Client, the specific term of such Arista/Client Contract shall prevail.

TERMS OF SUPPLY

1. INTERPRETATION

1.1. In these Conditions:

"Arrival"	means the date on which the Facilities are to be provided or shall start to be provided by Arista;
"Client"	means the person for whom Arista has agreed to provide the Services in accordance with these Terms;
"Contract"	means the contract for the provision of the Services to which these Terms apply;
"Deposit"	means the payment specified in clause 5;
"Facility"	means the Hotel Arista located at 2139 CityGate Lane, Naperville, Illinois and ancillary premises, including without limitation the fitness centers or spas located at 2155 and 2135 CityGate Lane, Naperville, Illinois;
"Services"	means the provision of accommodation, function room hire and/or supply of food and beverages, access to Facility and other Services by Arista for the Client described in writing by Arista and on its website or in its brochure;
"Standard Charges"	means the charges shown in any brochure of Arista or other published literature relating to the Services in force from time to time;
"Terms"	means these terms and conditions.

1.2. The headings in these Terms are for convenience only and shall not affect their interpretation.

2. PROVISIONAL RESERVATION AND CONFIRMATION OF RESERVATIONS

2.1. If Arista confirms the reservation, the Contract is conditional on the Client supplying credit card details and the authority for charges to be deducted (including cancellation charges).

2.2. If credit card details and payment authority is not given to Arista by the Client then subject to any outstanding obligation due to Arista from the Client the Contract will cease to be of effect. The Services that are the subject of the provisional reservation will be released and be resold without any further notification to the Client.

3. SUPPLY OF THE SERVICES

3.1. Arista shall provide the Services to the Client subject to the Contract.

3.2. The Client shall at its own expense supply Arista with all necessary data or other information relating to the Services within sufficient time to enable Arista to provide the Services in accordance with the Contract. The Client shall ensure the accuracy of all such information. Arista may at any time without notifying the Client make any changes to the Services which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Services.

4. CHARGES

4.1. The charges payable by the Client shall be detailed in writing by Arista. If no charges are specified or additional and varied Services are provided to the Client, the Client shall pay the Standard Charges at the prevailing rate on the day the Services are provided and any additional sums which are agreed between Arista and the Client for the provision of the Services.

4.2. Arista may vary the Standard Charges from time to time.

4.3. All charges quoted to the Client for the provision of the Services are inclusive of any Value Added Tax at the applicable rate at the tax point unless otherwise stated.

5. DEPOSIT PAYMENTS

5.1. Deposits are non-refundable.

6. PAYMENT

6.1. The payments to Arista to be made by the Client (including Deposits) are to be made on the date(s) and in the amounts to be calculated as specified in the Contract.

6.2. If any services under the Contract are varied prior to arrival then the payment made will reflect the latest details contained in the written details of Arista.

6.3. Any additional charges due to Arista from the Client for the Services shall be paid by the Client on presentation of an invoice.

7. CANCELLATION CHARGES ("NO SHOWS")

7.1. The Client agrees to pay charges to Arista in the event of cancellation of the Services or if the Client and/or their guests fail to take up the Services at the time and on the day specified in the Contract.

8. VARIATION IN SERVICES REQUIRED

8.1. Any variation of numbers, accommodation and food and beverage requirements specified for the Services or other changes or additions must be agreed by the Client and Arista in writing.

9. LIABILITY OF ARISTA

9.1. When Arista supplies the Services which include any services supplied by a third party, Arista does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the services to Arista.

9.2. Arista shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.

9.3. Except in respect of death or personal injury caused by Arista's gross negligence, or as otherwise expressly provided in the Contract, Arista shall not be liable to the Client, for any loss, costs, injury, damage or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Arista, its servants or agents or otherwise) which arise out of or in connection with the provision of the Services (including any delay in providing or failure to provide the Services) or their use by the Client, and the entire liability of Arista under or in connection with the Contract shall not exceed the amount of Arista's charges for the provision of the Services.

10. TERMINATION

10.1. Arista may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the Client if the Client commits any breach of these Terms or the terms of the Contract, or if the Client goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

11. CLIENT RESPONSIBILITIES

11.1. Clients and guests are required to comply with the dress code of Arista as implemented by Arista from time to time while in the Bar, lobby, pre-function area, banquet rooms and restaurant.

11.2. Arrival and departure times for accommodation at Arista are 3:00 p.m. and 12 noon respectively. The access and vacate times for all other Services will be as specified in the Contract and must be strictly adhered to by the Client on all occasions.

11.3. The Client is responsible for its own actions and the actions of his, her or its guests at Arista and in particular for the orderly conduct of guests attending any function or staying in Arista or otherwise making use of the Services. The Client must ensure that no noise or nuisance is caused either for Arista or its other guests and Clients. The Client must comply with any reasonable request of Arista and with any policies of Arista that may apply to the Services or use thereof from time to time.

11.4. The Client is responsible for any and all damage caused by the Client or any of its guests to the room or Facilities during Client's stay. Arista shall have the right to immediately charge the credit account on record in the event of such damage.

11.5. Should a guest of the Arista wish for any item to be received or held by Arista prior to arrival or following departure, advance notice will be required. Arista retains the right to deny receipt of such items. Any costs incurred for return will be borne by the sender. All items are left at the owners risk and may be subject to search. Please note that should an item be locked or sealed, it is the responsibility of the owner of the item to facilitate access. Arista is not liable for any flood, fire or damage to the items.

11.6. Arista is a smoke-free environment. Smoking is permitted only in designated smoking areas and/or outdoor areas at least 25 feet from doors or windows. All guest rooms are non-smoking, and cleaning fees of \$250.00 will be assessed if smoke is detected.

ACCOMMODATION CONTRACTS

For Services involving accommodation, the Client must supply rooming lists to the relevant contact of Arista on the date(s) calculated by reference to the Contract. Failure to provide a rooming list by this time will be deemed cancellation of the booking and the cancellation charges detailed in the Contract will be applicable. Cancellation charges will also be payable should the number of rooms required reduce by more than the amount allowable in the Contract based on the total numbers cancelled.

DINING OR MEETING CONTRACTS

For dining or meeting events as specified in the Contract, final numbers must be received by the contact of Arista no less than 48 hours prior to the Reservation Date. Should the number of guests reduce by more than 10% of the total in the Contract, cancellation charges as set out in the Contract will apply and must be paid by the Client based on the total numbers cancelled.
