

ACCOMODATION CONTRACT

Between

Baghdad International Airport Hotel / SIGMA Group International

And

First Party: Baghdad International Airport Hotel / SIGMA Group International

Second Party:

In view of the premises set forth below and other consideration, the parties agrees as follows:

1) Engagement :

First Party agrees to Lease (--) (_____) single occupancy rooms to Second Party for the period of (--) (_____) continuous months. Both parties agree to the Terms and Conditions of this agreement.

2) Dates :

The dates of the reservation and occupancy commences from (-----) to (-----).

3) Room rates and other related charges :

3-01 As agreed upon by both parties Second Party will be invoiced at a discounted price of (_____) (\$----) for a single Occupancy room per day including breakfast and free internet. Extras such as External phone calls and other services supplied by the First Party to individual guests must be settled by the guests in each room before their departure.

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4) Mode of Payment :

Second Party agrees to pay (_____) (----) of occupancy in advance (via cash or wire transfer) throughout the life time of this contract and its extensions if applicable.

5) Extension of Contract and Accommodations :

Second Party may seek extension of this Contract. First Party may consent to a renewal of the Accommodation Agreement. However, First Party shall not be obliged to do so and reserves the right to review and/or revise the room rates every (--) months, and prior to entering into the next (--) month period.

6) Termination:

Second Party can by its option terminate the contract with the pretext that all financial obligations for The First Party shall be settled. All outstanding invoices will be totaled and submitted for final payment. Payment in full is due within 10 days from date of final invoice.

First Party may terminate this contract with Second Party if terms of this contract are not met in regard to payment schedules and or violations of certain First Party policies such as;

- 6-01 Installing foreign object in the room itself or on the equipment and moving equipment to other parts of the hotel.
- 6-02 Possession of prohibited material such as volatile oil or gunpowder that could ignite easily, firearms and swords that are not legally permitted.
- 6-03 Strong smelling items that could leave the room's non eligible for occupancy illegal drugs and any other illegal goods.
- 6-04 Causing Loud noise that affects the other guests or the peace and tranquility of the hotel.
- 6-05 Admitting another person to stay in the occupied room without proper communication to the Hotel Management and staff in charge.
- 6-06 The use of the hotel for any purpose that is either illegal and or immoral.

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- 6-07 The client becomes insolvent, fails to settle the presented invoices when they become payable within a reasonably set period (3 days).
- 6-08 It prejudices the reputation of the Hotel or might cause (in the first party opinion) damage to the room or its common areas.
- 6-09 The performance of the Agreement becomes impossible due to circumstances to be deemed events of force major (e.g. acts of God such as flooding, extreme sandstorm), First Part may terminate the Accommodation Agreement at any time without giving prior notice unless the Agreement is already deemed terminated under the law.

7) Sickness of the Guests:

- 7-01 If a Guest gets sick during their stay at the accommodation establishment, BIAP Hotel Management and staff shall arrange for medical care at the request of the Guest. In the event of imminent danger, First Party shall arrange for medical care even without the special request of the Guest, particularly if this is necessary and the Guest is unable to do so themselves.
- 7-02 As long as the Guest is unable to make decisions or it is not possible to contact the family of the Guest, First Party Management and Staff shall arrange for medical care at the expense of the Guest. However, the extent of such care shall end as soon as the Guest is able to make decisions or their family has been informed about the sickness.
- 7-03 First Party shall particularly be entitled to damages from Second Party or The Guest or, in the event of their death, their successors for the following expenses:
- a) Unsettled medical costs, costs for ambulance transports, Medications and aids
 - b) Room disinfections that have become necessary,
 - c) Linen, bed sheets and bed furnishing that have been unusable, or otherwise the disinfection of thorough cleaning of all of these items.
 - d) Restoration of walls, furniture, carpets etc. if such have been contaminated or damaged in relation with the sickness or death,
 - e) Rent for the room, provided that has been occupied by the Guests plus any days during which the rooms are unusable due to disinfection, vacation etc.,
 - f) Any other damage incurred by First Party.

8) Applicable Law:

These Terms and Conditions shall be governed by Iraqi Law.

This Accommodation Contract constitutes the entire agreement with the **Second Party** and no waiver, modification amendment of any of the terms or conditions hereof shall be effective unless set forth in writing and duly signed by **First Party**

First Party

Second Party

Hadeer A. AL-Omary
General Manager
Baghdad International Airport Hotel
SIGMA Group International Ltd.

DATE

DATE