

Lembar Disposisi

Surat diterima tanggal : 13 Juli 2022

- Kepada Yth. : Direktur
 Wadir Pelayanan
 Wadir Administrasi, Umum dan Keuangan
 Kabag/Kabid/Kainst/Kasubag.....

Dari :

Direktur :

Tanggal :

Wadir Pelayanan :

Tanggal :

Wadir Administrasi, Umum dan Keuangan :

Untuk Abayakta dan bagian RS
diganti sama vendor pasok air


Dr. Fales

Tanggal :

Kabag/Kabid/Kainst/Kasubag..... :

diganti oleh Elcon
masuk piutang lain: J. 13/7/22.

Tanggal :

JW Marriott Sales Group Confirmation

The following represents an agreement between JW MARRIOTT SURABAYA, Jl. Embong Malang 85-89 Surabaya, in this agreement may also referred as "we", "us", or "our". "The Patron" shall mean **Rumah Sakit Mata Undaan** in this agreement may also referred as "The Client", "you", or "your".

Name : Dr. Togar Erkasas Sitorus Farida Sp.M
 Name of company : **Rumah Sakit Mata Undaan**
 Name of Event : Halfday Meeting
 Reference no : 3936972 – **Rumah Sakit Mata Undaan**
 Official program dates : 17 July 2022

GUEST ROOM COMMITMENT/ ROOM RATES

The Hotel agrees that it will provide, and **Rumah Sakit Mata Undaan** agrees that it will be responsible for utilizing, 10 (ten) room nights in the pattern set forth below:

Arrival Date	Departure Date	Room Type	Total Block	Room Rate per Room per night
Saturday, 16 July 2022	Monday, 17 July 2022	Deluxe Premium (Room & Breakfast for 1 Person)	8 Rooms	IDR 850,000 net

- We have reserved the above rooms as per requirement, and kindly please note that number of Rooms reserve are fixed, any additional rooms will be subject to availability and subject to rate availability.
- Any request to take-out minibar items will apply for additional charge at IDR 80.000 net per room

Room Rate inclusive of:

- 21% of Government Tax and Service Charges
- Breakfast for 2 (two) persons maximum
- Scheduled Shuttle to Sogo Shopping Mall (every hour)
- Free access to Health Club and Swimming Pool (Exclusive Massage Service)
- Complimentary WIFI internet access in room

PERIOD OF OCCUPANCY

The rooms blocking shall be available at 14:00 hours on the day of arrival. Should the group wish to occupancy the room earlier, will be honored subject to the room availability. Placing a reservation a night prior to the arrival date is recommended.

The flight detail is essential to be provided to ensure rooms are available upon check in.

Check out time is 12:00 noon. Late check out is subject to room availability based on the occupancy levels on the day.

RESERVATION PROCEDURE/ ROOM REDUCTION & NO SHOW

The Organizer shall provide the Hotel a final rooming by 01 July 2022. The rooming list should include guest name, arrival/ departure dates, flight details, room category, single/ double occupancy and credit card details for reservation guarantee. Any cancellation or no show of the guest rooms blocked from the final rooming list after 01 July 2022 will result in a late cancellation charge equivalent to full duration of stay. Early departure will be charged for the duration as originally reserved.

The Organizer will be responsible for the late cancellation, no show charges and early departure charges for those guests who do not provide credit card details in the rooming list. These charges will be billed to the Master Account.

GUARANTEE RESERVATION/ NO SHOW

All reservations for arrival after 04:00 p.m. must be guaranteed by (1) one night room rate advance deposit by cash, bank draft or major credit cards. For credit card guarantee, the Hotel requires written information to include the name of the cardholder as it appears on the card, the card number and card expiry date. Hotel will not hold any reservation after 04:00 p.m. unless secured by credit card guarantee of the Organizer.

All non-guaranteed reservations will be released after 04:00 p.m. on the date of scheduled arrival.

Thereafter, guest rooms will be subject to availability.

CUT OFF DATE

Reservations by attendees must be received prior to the date of arrival latest on 16 June 2022 and by 12.00 noon Hotel will review the reservations pick up for the event, release the unreserved rooms for general sale. Any guest accommodations desired by **Rumah Sakit Mata Undaan** after 01 July 2022 will be on a space availability basis at the prevailing select rate.

NO ROOM TRANSFER BY GUEST

Rumah Sakit Mata Undaan agrees that **Rumah Sakit Mata Undaan** nor attendees of the Event nor any intermediary shall be permitted to assign any rights or obligation under this Group Sales Agreement, or to resell or otherwise transfer to persons not associated with **Rumah Sakit Mata Undaan** reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Sales Agreement.

Price list of transportation arrange by the Hotel:

- | | |
|---|----------------------------|
| 1) Alphard capacity maximum for 5 persons | at IDR 800,000 net one way |
| 2) Camry capacity maximum for 3 persons | at IDR 600,000 net one way |
| 3) Innova capacity maximum for 5 persons | at IDR 500,000 net one way |

FUNCTION INFORMATION AGENDA / EVENT AGENDA

Date	Time	Function Type	Setup	Minimum Guaranteed of Guests	Venue
Sunday 17 July 2022	08.00 - 1400	Half Day Meeting	Round Table	80 person	Nusantara Level 3

EVENT SPACE MANAGEMENT

Function Space is assigned according to the expected attendance and set up. The Hotel reserves the option to assign alternative function space suitable for the Events requirements.

The Hotel reserves the option to revise menu prices and/or the assigned Function Space should the guaranteed numbers differ from what is agreed upon.

Should you require any further set up arrangements, other than those stipulated in this agreement, it will be subject to space availability and will be charged accordingly.

Marriott's vision is to be the first choice for meetings and events worldwide. To do this, Marriott is innovating in the areas of service, space, culinary and technology, to create an elevated experience for both planners and attendees

PACKAGE ARRANGEMENT

Half Day Meeting Package

IDR 350,000 net per person

Inclusive:

- 1 (one) time coffee break at designated venue
- 1 (one) time Standing buffet lunch at designated venue
- Free flow mineral water
- Usage of function room for 6 (six) hours

Facilities included for each function rooms:

- Standard sound system in the function room
- 2 (two) cable microphones
- 1 (one) wireless microphone
- 1 (one) portable screen
- 1 (one) LCD projector
- Internet connection
- 1 (one) reception table with 2 (two) chairs
- Standard fresh flower arrangement
- VGA and HDMI cable

OUTSIDE FOOD AND BEVERAGE POLICY

All Food and Beverages served at functions must be provided, prepared, and served by the Hotel, and consumed in hotel premises

RATE CONFIDENTIALY

All rates are strictly not to be posted through any web sites and should not be disclosed directly or in-directly, without written approval by the Hotel.

MINIMUM BANQUET FOOD AND BEVERAGE REVENUE REQUIREMENT

Rumah Sakit Mata Undaan agrees to a minimum banquet food and beverage revenue of IDR 34,800,000 net inclusive of tax and service charge (the "Minimum Banquet Food and Beverage Revenue"). Kindly review and confirm the expected and guaranteed number 3 (three) working days before the Event's date. The charges will be made according to the guaranteed number or actual attendance whichever is higher.

LIQUOR LICENSE

Rumah Sakit Mata Undaan understands that Hotel's liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are under age.

COMPLIANCE WITH LAW

This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel Rumah Sakit Mata Undaan agree to cooperate with each other to ensure compliance with such laws.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or Rumah Sakit Mata Undaan will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

ESTIMATION EXPENSES ACCOMODATION AND EVENTS

ROOM ARRANGEMENT					
Date	Type of Room	Room	Night	Rate	Amount
16 – 17 July 2022	Deluxe Premium	8	1	IDR 850,000 net	IDR 6,800,000 net
Total Amount					IDR 6,800,000 net
BANQUET ARRANGEMENT					
Date	Arrangement	Persons	Rate		Amount
17 July 2022	Halfday Meeting	80 person	IDR 350,000 net		IDR 28,000,000 net
Total Amount					IDR 28,000,000 net
Grand Total					IDR 34,800,000 net

The above prices are inclusive of 21% for applicable charges
Any incidental charge will incur during event will be settle after event.

METHOD OF PAYMENT

The method of payment of the Master Account will be established upon approval of Rumah Sakit Mata Undaan's credit. If credit is approved, the outstanding balance of Rumah Sakit Mata Undaan (less any advance deposits and exclusive of disputed charges) will be due and payable upon receipt of invoice.

Rumah Sakit Mata Undaan will raise any disputed charge(s) within 10 (ten) days after receipt of the invoice. The Hotel will work with Rumah Sakit Mata Undaan in resolving any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute. If payment of any invoice is not received within thirty (30) days of the date on which it was due, Hotel will impose a finance charge at the rate of the lesser of 1-1/2% per month (18% annual rate) or the maximum allowed by law on the unpaid balance commencing on the invoice date.

Rumah Sakit Mata Undaan has indicated that it has elected to use the following form of payment:

- Cash, or via bank transfer for guaranteed form of payment
- Credit card (We accept all major credit cards)
- Company check or Electronic Funds Transfer

Rumah Sakit Mata Undaan may not change this form of payment.

The event payment can also be on a cash basis or transfer to the following account:

Beneficiary Name : **PT Ramasari Surya Persada**
 Bank Name : **Bank Mandiri KCP Surabaya Gentengkali**
 A/C No. (IDR) : **141-0004442059**
 Swift Code : **BMRIIDJA**
 Bank Address : **Jl. Gentengkali No.93 -95 Surabaya 60275**
 NPWP : **01.510.697.4-631.000**

PAYMENT BY CREDIT CARD OR COMPANY CHECK

If **Rumah Sakit Mata Undaan** wishes to pay any portion of its obligation by credit card or company check, the credit card information must be entered into our secure online web-site.

Prior to the execution of this agreement **Rumah Sakit Mata Undaan** shall provide hotel with credit card authorization information. A Credit Card Information Request e-mail will be sent to the e-mail address provided by **Rumah Sakit Mata Undaan**.

This process must also be followed if direct billing has not been approved and the Master Account charges will be paid by credit card or company check.

Rumah Sakit Mata Undaan agrees that the Hotel may charge to this credit card any payment as required under this Group Sales Agreement.

CANCELLATION – Event and Accommodation

Rumah Sakit Mata Undaan acknowledges that if it cancels or otherwise essentially abandons its planned use of the Room Night Commitment (a "Cancellation"), this action would constitute a breach **Rumah Sakit Mata Undaan's** obligation to Hotel and Hotel would be harmed. Because Hotel's harm (and **Rumah Sakit Mata Undaan** obligation to compensate Hotel for that harm) is likely to increase if there is a delay in notifying Hotel of any Cancellation, **Rumah Sakit Mata Undaan** agrees to notify Hotel, in writing, within 03 (three) business days of any decision to Cancel.

In addition, if a Cancellation occurs, the parties agree that:

- a. it would be difficult to determine Hotel's actual harm;
- b. the sooner Hotel receives notice of the Cancellation, the lower its actual harm is likely to be, because the probability of mitigating the harm by reselling space and functions is higher; and
- c. the highest percentage amount in the chart (the "Chart") set forth below reasonably estimates Hotel's harm for a last-minute cancellation and, through its use of a sliding scale that reduces damages for earlier cancellations, the Chart also reasonably estimates Hotel's ability to lessen its harm by reselling **Rumah Sakit Mata Undaan's** space and functions.

Rumah Sakit Mata Undaan therefore agrees to pay Hotel, within three (03) days after any Cancellation, as liquidated damages and not as a penalty, the amount listed in the Chart below :

Date of Cancellation	Total Amount of Liquidated Damages Due
3 (three) Business Days prior to Event's date/ Group's arrival	100% of Total Revenue both Rooms and Event IDR 34,800,000,-

* "Total Room Revenue" is the dollar amount equal to the number of room nights in the Room Night Commitment multiplied by **Rumah Sakit Mata Undaan's** average room rate (excluding staff room rates and complimentary rooms, if any). If applicable, state and local taxes will be added to the amounts listed above.

Provided that **Rumah Sakit Mata Undaan** timely notifies Hotel of the Cancellation and timely pays the above liquidated damages, Hotel agrees not to seek additional damages from **Rumah Sakit Mata Undaan** relating to the Cancellation.

DAMAGE TO FUNCTION SPACE

Rumah Sakit Mata Undaan agrees to pay for any damage to the function space that occurs while **Rumah Sakit Mata Undaan** is using it. **Rumah Sakit Mata Undaan** will not be responsible, however, for ordinary wear and tear or for damage that it can show if it was caused by persons other than **Rumah Sakit Mata Undaan** and its attendees.

SAFETY & SECURITY

Due to Life Safety concerns, it is prohibited to block or interfere with emergency exits, firefighting equipment and access panels during set-up or while the event is in progress.

UNATTENDED ITEMS/ ADDITIONAL SECURITY

The Hotel cannot ensure the security of items left unattended in function rooms. Special arrangements may be made with the Hotel for securing a limited number of valuable items. If **Rumah Sakit Mata Undaan** requires additional security with respect to such items or for any other reason, the Hotel will assist in making these arrangements. All security personnel to be utilized during the Event are subject to Hotel approval.

USE OF OUTSIDE VENDORS

If **Rumah Sakit Mata Undaan** wishes to hire outside vendors to provide any goods or services at Hotel during the Event, Hotel may, in its sole discretion, require that such vendor provide Hotel, in form and amount reasonably satisfactory to Hotel, an indemnification agreement and proof of adequate insurance.

PERFORMANCE LICENSES

Rumah Sakit Mata Undaan will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including without limitation, music, audio, or video recordings, art, etc.). **Rumah Sakit Mata Undaan** may use or request to be used at the Hotel.

INDEMNITY

Each party hereby indemnifies and holds the other and third party planner harmless from any loss, liability, cost or damages arising from actual or threatened claims or causes of action resulting from the negligence or misconduct of such party or its respective officers, directors, employees, agents, contractors, members or participants, provided such individuals are acting within the scope of their employment.

IMPOSSIBILITY

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible for the Hotel to provide, or for groups in general to use, the Hotel facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical - but in no event longer than ten (10) days - after learning of such basis.

COMPLIANCE WITH EQUAL OPPORTUNITY LAWS

This section describes Marriott's obligations as a U.S. federal contractor. It does not apply to customers that are not part of the U.S. federal government or using funds from the U.S. federal government for this contract.

Marriott shall comply with all applicable laws, statutes, rules, ordinances, codes, orders and regulations of all federal, state, local and other governmental and regulatory authorities and of all insurance bodies applicable to the Hotel premises in performing its obligations under this Agreement.

Marriott (referred to as "contractor" in this section) shall comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act, as amended, which are administered by the United States Department of Labor ("DOL"), Office of Federal Contract Compliance Programs ("OFCCP").

The equal employment opportunity clauses of the implementing regulations, including but not limited to 41 C.F.R. §§ 60.1-4, 60-300.5(a), and 60-741.5(a), are hereby incorporated by reference, with all relevant rules, regulations and orders pertaining thereto.

This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

Marriott also shall comply with Executive Order 13496 and with all relevant rules, regulations and orders pertaining thereto, to the extent applicable. The employee notice clause and all other provisions of 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference.

To the extent applicable, Marriott shall include the provisions of this section in every subcontract or purchase order so that such provisions shall be binding upon each contractor, subcontractor or vendor performing services or providing materials relating to this Agreement and the services provided pursuant to the terms hereof.

PRIVACY

Marriott International, Inc. ("Marriott") is committed to complying with obligations applicable to Marriott under applicable privacy and data protection laws, including to the extent applicable EU data protection laws. Hotel shall comply with the then-current Marriott Group Global Privacy Statement (the "Privacy Statement," currently available at <http://www.marriott.com/about/privacy.mi>) with respect to any personal data received under this Agreement.

Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration.

Alcon Pharmaceuticals will obtain all necessary rights and permissions prior to providing any personal data to Hotel, including all rights and permissions required for Hotel, Hotel affiliates, and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Hotel's privacy statement and applicable law. Notwithstanding any other provision, Hotel may use an individual's own personal data to the extent directed by, consented to or requested by such individual.

ACCEPTANCE

When presented by the Hotel to **Rumah Sakit Mata Undaan** this document is an invitation by the Hotel **Rumah Sakit Mata Undaan** to make an offer. Upon signature by **Rumah Sakit Mata Undaan**, this document will be an offer by **Rumah Sakit Mata Undaan**. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies **Rumah Sakit Mata Undaan** at any time prior to **Rumah Sakit Mata Undaan** execution of this document, the outlined format and dates will be held by the Hotel for **Rumah Sakit Mata Undaan** on a first-option basis until 01 July 2022.

If **Rumah Sakit Mata Undaan** cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at the Hotel's option, the arrangements will be released, in which case neither party will have any further obligations.

Upon signature by both parties, **Rumah Sakit Mata Undaan** and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

After the conclusion of the event, we are highly appreciating your support by *fill in and submit* the **Event Satisfaction Survey** sent by Marriott.'

SIGNATURES

Approved and authorized by **Rumah Sakit Mata Undaan**

Name: (Print) _____ Signature: _____

Title: (Print) _____ Date: _____

Approved and authorized by JW MARRIOTT SURABAYA:

Name: (Print) **Stevi**
Title: (Print) **Sales Center Manager**

Signature:  _____
Date: 30-Jun-22

