

Terms & Conditions – Chateau Marmont

21 January 2021

These Terms & Conditions (“Terms”) govern and apply to all accepted bookings made with the Chateau Marmont (including via our Website, over the phone, by email, or in person), and by making a Booking with us, you confirm your acceptance of these Terms. A contract between you and us will come into being once we have accepted your Booking and sent you an email or any other form of communication confirming such acceptance.

1. Information about the Chateau Marmont

1.1. The Chateau Marmont is owned and operated by [Chateau Holdings, LTD] (“Chateau Marmont”, “Hotel”, “we”, “us” or “our”).

1.2. If you have any questions about these Terms, you can contact us:

By email at: conciierge@chateaumarmont.com

By telephone at: +1 323 656 1010

By post at: 8221 Sunset Blvd. Hollywood, CA 90046

2. Defined terms used in these Terms

2.1. In these Terms, the following expressions shall, unless the context otherwise requires, have the following meanings:

“**Booking**” means your reservation of any accommodation or other services with us, including dining services (“Room Booking”, “Suite Booking” and “Dining Booking” shall be construed accordingly).

“**Website**” means our website, <http://www.chateaumarmont.com/>

“**you**” or “**your**” means the person to whom we are providing accommodation, dining or other services to under a Booking and in accordance with these Terms, and includes those in the same group.

3. Bookings

3.1. In order to make a Room, Suite and/or Dining Booking, you must be over the age of 18.

3.2. All Bookings require a valid credit card at the time of reservation to guarantee the Booking.

3.3. If you have not paid for your room or suite in advance, you will pay the full amount owed for your Booking, plus any extras, on departure.

3.4. You must bring with you a valid form of photo identification (including, but not limited to, a passport, driver’s licence or government issued ID card) for Room and/or Suite Bookings, and this identification must match your credit or debit card used to pay for your Booking.

3.5. We may place a hold on your card per night to cover any extras charged (e.g. use of mini-bar), and if you have not paid for your room or suite in advance, we may place a hold on your card for the full Booking amount agreed.

3.6. The hold will ordinarily be released within 72 hours of your checkout from the Hotel, subject to the terms & conditions of your card issuer.

3.7. You may not transfer your Booking to a third party without our prior consent.

3.8. We reserve the right to change your accommodation allocation at any point during your stay with us.

4. Room Prices

4.1. Room and suite rates are subject to change, and the price you are offered when you make your Booking will be the price you pay.

- 4.2. Room and suite rates do not include any meals, or any other extras (unless we agree these with you in advance in writing).
- 4.3. The price of your room or suite includes all applicable taxes, unless otherwise notified to you.
- 4.4. Rates offered are calculated based on check-in date and length of stay. Should you prematurely end your stay with us, the total Booking price is subject to change.

5. Check-in and Check-out

- 5.1. Check-in time is 3pm and check-out time is 12pm. For guests wishing to depart early, please notify the Hotel in advance to avoid one night's fee. Late check-out is available and we will do our best to accommodate your needs. In some instances, late check-out will be charged at half rate from 2pm – 5 pm and full rate from 5pm onwards. At check in, the front desk will verify your check-out date. Rates quoted are based on check-in date and length of stay. Should you choose to depart early, price is subject to change.

6. Cancellation by You

- 6.1. If you wish to amend or cancel your Booking with us, you must do so by sending us an email concierge@chateaumarmont.com or by telephoning the Hotel.
- 6.2. Cancellations or amendments to your Room Booking must be made by 12pm PST, 48 hours ahead of arrival to avoid a one-night accommodation charge at the rate currently in force for your room. Cancellations or amendments to your Suite Booking must be made by 12pm, 72 hours ahead of arrival to avoid a one-night accommodation charge at the rate currently in force for your suite. Cancellations or amendments to your Dining Booking must be made by 12pm PST, 24 hours ahead of your reservation, where applicable, to avoid a charge per guest.

7. Cancellation by Us

- 7.1. We reserve the right to cancel or modify Bookings with immediate effect by serving you with written notice where you have breached these Terms, engaged in fraudulent or inappropriate activity or under other circumstances where it appears that the reservations contain or resulted from a mistake or error.
- 7.2. We may also cancel your Booking or end your stay with us as a result of an event outside of our control, the effect of which is that we are prevented from honouring your Booking and providing you with accommodation and/or dining services (either in whole or in part). Such events include, but are not limited to: (i) any fire; (ii) any flood; (iii) any act of government or state; (iv) any third party act; (v) any war, civil commotion and/or insurrection; (vi) any act of terrorism and/or response to any threat of terrorism; (vii) any embargo; (viii) any adverse weather conditions; (ix) any strike or industrial action; and/or (x) any pandemics, epidemics, public health emergencies, and/or lockdowns imposed by government, regional, local authority, police or other relevant bodies relating to the same.
- 7.3. Where we need to cancel your Booking in accordance with clause 7.2 above:
 - (a) where you have already made payment, we will refund you for unused nights;
 - (b) where you have not yet paid for your Booking, you will not owe payment to us; and
 - (c) save for the refund of pre-paid and unused nights, we will not be liable for any further payments to you.

If you cancel your Booking or prematurely vacate due to such an uncontrollable event affecting you rather than the Hotel you will not be entitled to any refund.

8. Behaviour and Conduct

- 8.1. The Chateau Marmont will not tolerate unreasonable behaviour from any of our guests, and you must treat our other guests, our staff, and the Hotel with respect during your stay and/or visit.
- 8.2. If you or any member of your group fails to comply with this clause 8, or otherwise breaches any other condition of these Terms, we reserve the right to:
 - (a) cancel your Booking at any time without refund of sums already paid;

- (b) eject you and your group from the Hotel;
- (c) not accept future Bookings from you; and
- (d) refuse you entry to our Hotel, and other hotels in our group.

9. Damage

- 9.1. Save for in designated areas, smoking is not permitted in the Hotel. You agree to not smoke in the Hotel (save for in designated areas), and to not tamper with our smoke and fire detection systems.
- 9.2. You will be liable for any damage caused by you or a member of your group to the Hotel, other guests and/or their property, including, but not limited to, smoke damage in accordance with clause 9.1 above, and we reserve the right to request immediate repayment of any reasonable costs associated with damage caused (including, but not limited to, replacement, repair, and/or cleaning costs), or to charge the card provided by you to secure the Booking. Where we determine that you are liable for damage in accordance with this clause 9.2, we will notify you in writing and provide you with a breakdown of associated costs on request.

10. Families and Occupancy

- 10.1. The Hotel is able to accommodate an extra adult or extra child in each room, on request. Cribs are available for babies, as are rollaway beds if they are suitable for the room or suite type booked.
- 10.2. You agree to not exceed the maximum occupancy of your room or suite, as notified to you, unless otherwise agreed by us.

11. Pets

- 11.1. Pets are welcome! Please let us know before hand and a pet waiver is to be signed on arrival.

12. Exclusion and Limitation of Liability

- 12.1. Nothing in these Terms limits or excludes our liability to you for gross negligence or intentional misconduct by us, or for any other matter for which we are not permitted by law to exclude or limit our liability.
- 12.2. We exclude all liability for the loss by you of any items or personal articles in the Hotel.
- 12.3. We will not be liable for:
 - (a) illness, injury or death;
 - (b) medical expenses;
 - (c) trauma or emotional distress;
 - (d) loss of profits, sales, business, or revenue;
 - (e) business loss or interruption;
 - (f) loss of anticipated savings;
 - (g) loss of business opportunity, goodwill or reputation; and
 - (h) any indirect or consequential loss or damage.
- 12.4. Subject to clauses 12.1, 12.2, 12.3 and applicable law, our maximum liability to you, whether in contract, tort, or breach of statutory duty, shall not exceed the price paid by you in respect of the Booking in any event.

13. Pandemic Risk - Waiver

- 13.1. By confirming your Booking and checking in to the Hotel or visiting the Hotel for dining or other services, you, and all the other members of your party, are confirming your understanding that the Chateau Marmont cannot guarantee that individuals onsite at the Chateau Marmont, including Chateau Marmont staff and other guests, are at all times free of the COVID-19 virus. You also confirm your personal commitment to help us keep the Chateau Marmont as safe for everyone as we can.
- 13.2. Notwithstanding clause 12 or any other term found within these Terms, you hereby waive and release the Chateau Marmont and the Chateau Marmont's owners and managers, and each of their respective past and present parents, subsidiaries, affiliates, divisions, officers, directors, owners, shareholders,

employees, attorneys and agents (the “Releasees”) from any and all claims, liabilities, damages, actions or costs directly or indirectly arising from or in connection with any potential or actual exposure to COVID-19 at the Chateau Marmont, including but not limited to any illness, injury, loss of work, loss of wages, trauma, emotional distress, medical expenses or death suffered in connection therewith. You understand and agree that this waiver and release covers any personal injury relating to COVID-19 that might occur to you and/or those in your party in or about the Chateau Marmont, including any claims for personal injuries resulting from or arising out of the alleged negligence of the Releasees, but does not cover claims for gross negligence or intentional misconduct. By signing below, you acknowledge, on your behalf and on behalf of the other guests in your party, that you have informed or immediately will inform all guests in your party of these terms, and that those guests fully understand the waiver and release set forth above, and that each of the guests fully accepts all such COVID-19 risks in connection with visiting or staying at the Chateau Marmont.

14. No Implied Waiver

- 14.1. Any failure to exercise or enforce any rights or provisions of these Terms shall not constitute a waiver of such right or provision.

15. Severability

- 15.1. If any term or provision of these Terms is declared unlawful, void, or unenforceable for any reason by any court or arbitrator in any jurisdiction, then such term or provision will be deemed severable from the remaining terms or provisions in such jurisdiction and will not affect the validity and enforceability of such remaining terms or provisions in these Terms.

16. Law and Jurisdiction

- 16.1. These Terms shall be governed and construed by the laws of the State of California.
- 16.2. You, and each member of your group, hereby agree that any disputes directly or indirectly arising from these Terms (including any question regarding its existence or validity) or in connection with any potential or actual exposure to COVID-19 at the Chateau Marmont shall be resolved by final, binding, and confidential arbitration in Los Angeles, California, under the Federal Arbitration Act, administered by the American Arbitration Association (the “AAA”) and in accordance with the commercial arbitration rules of the AAA (the “Rules”) then in effect, provided however that, the arbitrator shall allow for discovery sufficient to adequately arbitrate any claims including access to documents and witnesses; provided further that, the parties will be entitled to any and all relief available under applicable law and the Rules shall be modified by the arbitrator to the extent necessary to be consistent with applicable law.
- 16.3. The written decision of the arbitrator, which shall include findings of fact and conclusions of law, shall be confidential, final, and binding upon the parties and in such form that judgment may be entered in and enforced by any court having jurisdiction over the parties. The arbitrator shall be entitled to award reasonable attorneys’ fees to the prevailing party in any arbitration or judicial action under these Terms, or in connection with any statutory claim under applicable law. Each party otherwise shall pay its own attorneys’ fees in any such arbitration, provided however, that the Chateau Marmont shall pay for any administrative or filing fees, including the arbitrator’s fee, that you would not have otherwise incurred if the dispute was adjudicated in a court of law, rather than through arbitration.
- 16.4. Nothing in these Terms shall prevent you or the Chateau Marmont from seeking, from a court of competent jurisdiction, temporary restraining orders or preliminary injunctions, without the necessity of posting a bond, to require or prevent certain acts or events (“temporary injunctive relief”) in cases in which such temporary injunctive relief would otherwise be authorized by law. In such cases where temporary injunctive relief is sought, the trial on the merits of the action will occur in front of, and will be decided by, the arbitrator, who will have the same ability to order legal or equitable remedies as could a court of general jurisdiction.
- 16.5. All proceedings before and decisions of the arbitrator shall be maintained in confidence to the extent legally permissible and shall not be made public by any party or the arbitrator without the prior written consent of all parties to the arbitration, except as the law may otherwise require. This arbitration agreement recognizes the rights and responsibilities of government agencies to enforce the statutes which come under their jurisdiction. This Agreement is not intended to prevent you from initiating or participating in any investigation or proceeding conducted by these government agencies, nor does it

prohibit you from contacting witnesses or investigating claims you may assert in the arbitration. Nothing in this arbitration provision is intended to limit any right you may have to file a charge with or obtain relief from the appropriate government agency.

- 16.6. To the fullest extent permitted by law, you, and each member of your group, hereby waive any right to bring class-wide claims before any arbitrator or in any forum, and you, and each member of your group, understand and agree that any arbitration shall be conducted on an individual basis only, not a class basis. You, and each member of your group, understand that, by agreeing to arbitrate disputes, you are each waiving any right to a jury trial.**