

**2010 FIFA World Cup™  
ACCOMMODATION  
AGREEMENT**

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**THIS ACCOMMODATION AGREEMENT** (the "**Agreement**") is entered effective [day] \_\_\_\_\_  
[month] \_\_\_\_\_ [year] \_\_\_\_\_ between [name of the property  
owner (person or corporate entity as applicable)]  
\_\_\_\_\_, the owner and/or operator of the  
property located in [name of the venue or locality]  
as [name of the property]  
\_\_\_\_\_, which is located at  
[address] \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(the "**Property**"), on the one hand, and MATCH Event Services (Pty) Limited ("**MATCH**") on the other hand.

**AGREEMENT**

**1. Reservation of Rooms.**

**1.1. Number of Rooms Reserved.** The Property shall reserve for the exclusive use of MATCH during the period beginning 6 June 2010, five (5) days prior to the first match, and ending 13 July 2010, two (2) days after the last match, of the 2010 FIFA World Cup™ (the "**Reservation Period**") no less than eighty percent (80%) of its entire inventory of guest rooms (the "**FIFA World Cup™ Rooms**").

The Property shall reserve the FIFA World Cup™ Rooms on all dates during the Reservation Period beginning 6 June 2010 and ending 13 July 2010 unless an extended period is required by MATCH and agreed between the Property and MATCH.

The Property shall not have the right to change the number of FIFA World Cup™ Rooms. MATCH shall have the exclusive right, subject to payment to Property at the "**Net Payable FIFA World Cup™ Rate**" (as defined below) for use of the FIFA World Cup™ Rooms, to use or assign or transfer (for any value MATCH shall determine) the FIFA World Cup™ Rooms to third parties, including without limitation, the FIFA Delegation, the Organising Association's officials and guests, the commercial affiliates and broadcast rights holders, tour operators and spectators.

**1.2. Room Inventory.** A breakdown of all FIFA World Cup™ Rooms in the Property by room type and bed type configuration is contained in "**Schedule A**" of this Agreement.

**1.3. Room Rates.** The "FIFA World Cup™ Rates" and the "Net Payable FIFA World Cup™ Rates" (as defined below) shall be determined on the following basis:

- a. On or before 1 June 2007 the Property will confirm to MATCH the rate(s) the Property customarily receives, after applying any deductions such as discounts or commissions payable to third party sales intermediaries, for each room type listed in Schedule A of this Agreement (the "**2007 Rate(s)**").
  - b. The 2007 Rates shall be increased by a factor equal to sixteen percent (16%) to establish and define the "**Net Payable FIFA World Cup™ Rates**". As an example, if the 2007 Rate for a FIFA World Cup™ Room was 1,000 South African Rand per night, the Net Payable FIFA World Cup™ Rate for such FIFA World Cup™ Room will be 1,160 South African Rand per night.
  - c. MATCH shall pay to the Property a per night rate for each FIFA World Cup™ Room reserved and not otherwise cancelled by MATCH pursuant to Section 1.5 equal to the applicable Net Payable FIFA World Cup™ Rate.
  - d. MATCH will additionally charge a fee from each guest reserving their accommodation at the Property through MATCH. This fee shall be collected and retained by MATCH and together with the Net Payable FIFA World Cup™ Rate shall constitute the "**FIFA World Cup™ Rate**". As an example, if the Net Payable FIFA World Cup™ Rate is R1,160 in accordance with the example above, the FIFA World Cup™ Rate payable by the guest to MATCH for the applicable room night will be R1,657 and any discount provided by MATCH to the guests shall be deducted from the thirty percent (30%) sales margin derived from the difference between the FIFA World Cup™ Rate (i.e. R1,657) and the Net Payable FIFA World Cup™ Rate (i.e. R1,160).
  - e. Such rate and inventory information shall be subject to verification by MATCH or its duly authorized representatives.
- 1.4. **Reservation System.** On or before 30 June 2008, MATCH will establish a system for the management and the operation of the Accommodation in connection with the 2010 FIFA World Cup™ accepting reservations at Property and at other participating properties (the "**Computerised Accommodation Management System**"). Such Computerised Accommodation Management System shall include a voucher system to allocate the FIFA World Cup™ Rooms to individual guests and to ensure full and timely payment to Property (the "**Vouchers**").
- 1.5. **Attrition Schedule.** Any one night of a FIFA World Cup™ Room (a "**FIFA World Cup™ Room Night**") may be released or cancelled according to the schedule set forth below:
- a. Prior to 31 July 2008, MATCH may release without penalty any number of or all of the FIFA World Cup™ Rooms for one or more nights. On or before 31 July 2008 MATCH will provide the Property with written notice of the number of FIFA World Cup™ Room Nights not previously released (the "**Total Room Nights Held**").
  - b. Between 31 October 2009 and 10 April 2010 the Property may, upon request, obtain from MATCH monthly written notice of the number of FIFA World Cup™ Room Nights

for which either confirmed reservations have been received by MATCH or which are being held under option by MATCH for guests (together the "**Reserved Room Nights**"). The FIFA World Cup™ Room Nights that are not Reserved Room Nights (the "**Available Room Nights**") shall be released to the Property on the following basis:

- i. No later than one week following the Final Draw for the 2010 FIFA World Cup™ or 31 December 2009 (whichever is earlier) not less than fifty percent (50%) of the then Available Room Nights shall be released to the Property by MATCH.
  - ii. No later than 10 April 2010 all the then Available Room Nights shall be released to the Property by MATCH.
- c. After 10 April 2010 Reserved Room Nights may be cancelled on the following basis:
- i. Up to fifteen percent (15%) of the Total Room Nights Held may be cancelled without penalty by MATCH provided no less than thirty (30) days' written notice is given to the Property. For each Reserved Room Night cancelled under this subsection in excess of the number of Reserved Room Nights MATCH is permitted to cancel without penalty, MATCH shall pay a penalty of thirty percent (30%) of the Net Payable FIFA World Cup™ Rate to Property.
  - ii. Up to ten percent (10%) of the Total Room Nights Held may be cancelled without penalty by MATCH with less than thirty (30) days' written notice, provided that no less than fifteen (15) days written notice of cancellation is given to Property by MATCH. For each Reserved Room Night cancelled under this subsection in excess of the number of Reserved Room Nights MATCH is permitted to cancel without penalty, MATCH shall pay a penalty of forty percent (40%) of the Net Payable FIFA World Cup™ Rate to the Property.
- d. MATCH shall pay a penalty of one hundred percent (100%) of the Net Payable FIFA World Cup™ Rate for any Reserved Room Night cancelled less than fifteen (15) days prior to the Reserved Room Night.
- e. All penalty amounts payable to the Non-Hotel establishment pursuant to 1.5 (c) and (d) above shall be exclusive of any sales or equivalent taxes and service charges save to the extent that the Non-Hotel establishment is obliged to pay sales or equivalent taxes to the relevant authorities for these penalty amounts.

**1.6. Late Arrival Guarantee (No-Shows).** All Reserved Room Nights not previously cancelled shall be guaranteed by MATCH for late arrival. Any Reserved Room Night not utilised ("**No-Shows**") will be paid at the corresponding Net Payable FIFA World Cup™ Rate and any applicable taxes.

## **2. Other Property Space**

**2.1. Public Space.** In the event MATCH reserves and uses Property's public space, the Property shall provide free of charge to MATCH the furnishings, accessories, space and services that are customarily available at no cost to the Property guests. All other

services associated with the use of public space shall be charged at rates not to exceed the rates customarily applied to the same service charges in June 2009.

### 3. Payment

3.1. **Property Account.** A deposit account shall be established at a Bank to be designated by MATCH (the "**Bank Account**"). Funds deposited into the Bank Account shall include all funds to be paid to the Property when the Property has fulfilled its obligations under this Agreement (namely, the provision of the FIFA World Cup™ Rooms) and submitted the Vouchers under the Reservation System to be established by MATCH.

In the event Reserved Room Nights for which funds have already been deposited into the Bank Account are cancelled, such funds, less any payments due to the Property for the cancellation of such Reserved Room Nights pursuant to Section 1.5, shall belong to MATCH. All interest generated by the Bank Account shall likewise belong to MATCH.

3.2. **Deposit Schedule.** Deposits shall be made by MATCH into the Bank Account according to the following schedule:

- a. On or before 31 December 2009 MATCH shall deposit no less than twenty five percent (25%) of the Net Payable FIFA World Cup™ Rate for each FIFA World Cup™ Room Night not previously released pursuant to Section 1.5 (the "**First Deposit**").
- b. On or before 1 June 2010, MATCH shall make a final deposit which, together with the First Deposit shall amount to one hundred percent (100%) of the Net Payable FIFA World Cup™ Rate and any applicable taxes for each Confirmed Room Night not previously released or cancelled pursuant to Section 1.5 (the "**Final Deposit**").

3.3. **Incidental Charges.** MATCH shall not under any circumstances be responsible for any incidental charges or any charges whatsoever other than those covered by the deposits made pursuant to Section 3.2.

3.4. Unless otherwise agreed in writing, all guests shall be responsible for their own incidental and other charges.

### 4. Liquidated Damages

4.1. Actual damages sustained by MATCH and its guests in the event that the Property fails to meet its obligations to provide Reserved Room Nights to guests presenting valid Vouchers will be extremely difficult to estimate. Therefore, the Property agrees, in addition to any other remedies that MATCH may have, that in the event the Property refuses to provide the corresponding Reserved Room Night to any such guest, it shall pay to MATCH liquidated damages three (3) times the applicable Net Payable FIFA World Cup™ Rate for such Reserved Room Night so that MATCH may apply this sum for the benefit of the affected guest.

To implement such payment, the Property agrees to endorse the appropriate portion of the Voucher in favour of MATCH and hereby irrevocably appoints the authorised local representative of the official national hospitality association representing the accommodation industry within South Africa, or another officially recognised local lodging association as its attorney-in-fact with full authority to sign any Voucher upon the legitimate request of the guest or MATCH in the event the Property, without justification, refuses to endorse the Voucher.

## **5. Property Services**

5.1. The Net Payable FIFA World Cup™ Rate shall be inclusive of the provision of breakfast, unless breakfast is not customarily provided in the Property, as might be the case for Self-Catering Accommodation.

5.2. The Property shall provide, without additional charge, sufficient cleaning, linen, trash removal, extermination and other regularly furnished services in accordance with customary standards for equivalent properties in the region in which the Property is located. The Property shall make available its customary purchasable services to Property guests at customary rates throughout the Reservation Period.

## **6. Assignment**

The Property shall not have the right to assign this Agreement without the prior written approval of MATCH. MATCH may assign the Agreement or part of it, together with all respective rights and obligations hereunder to FIFA upon FIFA's first request. The parties shall exercise all necessary legal steps in order to validly effect such assignment to FIFA.

## **7. Termination**

This Agreement shall terminate as of 31 December 2010.

## **8. Grading and Location**

The Property hereby undertakes that, should it not be formally graded by the Tourism Grading Council of South Africa at the time of signature of this Agreement, it will ensure that such grading is completed and notified in writing to MATCH within a period of one year from the date of signature. In the event that signature of this Agreement takes place after 31 January 2009 the Property will ensure that such grading is completed and notified to MATCH no later 31 January 2010. The Property hereby acknowledges that should the Property's grading lapse or fall below the grade notified to MATCH, MATCH shall be authorised to terminate the Agreement with immediate effect upon giving notice in writing.

The Property further warrants that it is located either within a radius of one hundred and fifty (150) kilometres from the centre of a 2010 FIFA World Cup™ Host City or within a radius of fifty (50) kilometres from the centre of an officially designated (by MATCH) satellite accommodation venue. In the event such information is not factually correct

MATCH shall be authorised to terminate the Agreement with immediate effect upon giving notice in writing.

## **9. Property and Guest liability**

- 9.1. MATCH will not under any circumstances be liable to the Property for the actions of or for any loss or damage caused by any guest staying at the Property.
- 9.2. The Property will at all times be responsible for the appropriate maintenance and proper functioning of all items of equipment, furniture etc during the Reservation Period. In the event any guest has complaints or claims arising from their stay at the Property and in relation to the services provided at the Property then the Property acknowledges that they will indemnify MATCH in respect of any such complaint or claim.
- 9.3. The Property will ensure that the Property complies with all relevant regulations relating to installations and furnishings on the Property and that the appropriate regulatory measures are complied with in all respects. The Property also hereby warrants that it carries appropriate insurance for the provision of accommodation services and will provide MATCH with evidence of such insurance upon request.

## **10. Authority**

- 10.1 The Property hereby represents and Warrants to MATCH that (i) Property has the authority to enter this Agreement, and (ii) the Property has obtained all consents, approvals and/ or authorizations necessary to make this Agreement binding upon the Property, the owner of the Property, the Property's management and all other persons or entities which may have any interest in the Property, its management and/ or premises and upon any and all successors, purchasers or transferees which may obtain any interest in the Property, its management and/ or premises during the term of this Agreement.
- 10.2 At MATCH's request, the Property shall use its best efforts to obtain a written non-interference agreement from any person or entity, which may have any ownership, mortgage or debt-related interest in the Property. This non-interference agreement shall provide that any successor-in-title by foreclosure or other conveyance will be bound by this Agreement.

## **11. Force Majeure**

The performance of this Agreement by either party is subject to acts of God, war, government regulations, disaster, strikes, civil disorders, acts of terrorism, curtailment of transportation facilities, the postponement or cancellation of the 2010 FIFA World Cup™ or other emergencies beyond the affected party's control making it illegal or impossible or untenable to provide and/ or take up the FIFA World Cup™ Rooms for the purpose of accommodating people to attend matches of 2010 FIFA World Cup™. In the event that performance of this Agreement is not possible by reasons of such force majeure (as referred to in this clause), neither party shall be

deemed to be in breach of the terms of this Agreement and this Agreement shall be deemed to be terminated so that: (1) all affected World Cup Room Nights shall be deemed cancelled and no cancellation penalties shall be applied; and (2) deposits received by the Property, if any, shall be refunded to MATCH.

**12. Intellectual Property**

The Property shall not be allowed to use the Official Designation, the Official Emblem and the Official Mascot of the 2010 FIFA World Cup™ or any other marks in connection with FIFA and/ or the 2010 FIFA World Cup™. Exceptions may be granted by FIFA at FIFA's sole discretion. In addition to this, the Property must not in any way create the impression to have an official relationship with FIFA and/ or the 2010 FIFA World Cup™.

**13. Notices**

All notices, demands, requests or other communications relating to this Agreement shall be in writing and shall be transmitted by hand delivery, fax or e-mail, addressed as follows:

If to the Property:

If to MATCH:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Attention: Jaime Byrom

Facsimile: \_\_\_\_\_

Facsimile: \_\_\_\_\_

e-mail: \_\_\_\_\_

e-mail: \_\_\_\_\_

Telephone: \_\_\_\_\_

Telephone: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and the year first above written.

THE PROPERTY:

MATCH EVENT SERVICES (PTY) LTD:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Jaime Byrom

Title: \_\_\_\_\_

Title: Executive Co-Chairman

Date: \_\_\_\_\_

Date: \_\_\_\_\_

