

Simon Hilton
Director of Product
Ocean Holidays
Equitable House, 88-100 South Street
Romford, Essex RM1 1RX
UK

Dear Simon,

Thank you for choosing the Hotel Zephyr (hereinafter referred to as “WE” or “HOTEL”). We are thrilled to be sending your FIT Renewal Agreement for 2017-2018 (the AGREEMENT). Ocean Holidays is hereinafter referred to as “YOU” or “OPERATOR”.

Please review and fax back the signed contract to: 415-617-6570. You can also scan it and send it back to me via email to: naja.jensen@hotelzephyrsf.com if that is more convenient. Please let me know if you have any questions at all pertaining to the contract.

Below is the contact information you should keep on file to be used moving forward:

- **Hotel Zephyr Reservations:** (415) 617-6555 / toll-free at (844) 617-6555
- **Hotel Zephyr FIT reservations email:** fit@hotelzephyrsf.com
- www.hotelzephyrsf.com

Thank you again, we appreciate your business! We look forward to working with you and to continue welcoming our mutual guests to one of San Francisco’s newest boutique hotels.

Sincerely,

Naja Jensen
FIT Sales Manager

Enclosures:
F.I.T Contract 2017-2018

2017 - 2018 FIT Agreement
By and Between
Hotel Zephyr
And
Company Name

VALIDITY, RATES, ALLOTMENT & CUT-OFF

Validity	ROH Net Room Rates			Room Allotment	Reservation Cut- Off
	Single/ Double	Triple	Quad		
April 2017	\$225.00	\$235.00	\$245.00	Free sell	7 days
May 2017	\$239.00	\$249.00	\$259.00	Free sell	7 days
June 2017	\$239.00	\$249.00	\$259.00	Free sell	14 days
July 2017	\$295.00	\$305.00	\$315.00	Free sell	14 days
August 2017	\$295.00	\$305.00	\$315.00	Free sell	14 days
September 2017	\$289.00	\$299.00	\$309.00	Free sell	14 days
October 2017	\$319.00	\$329.00	\$339.00	Free sell	14 days
November 2017	\$169.00	\$179.00	\$189.00	Free sell	3 days
December 2017	\$169.00	\$179.00	\$189.00	Free sell	3 days
January 2018	\$175.00	\$185.00	\$195.00	Free sell	3 days
February 2018	\$185.00	\$195.00	\$205.00	Free sell	3 days
March 2018	\$195.00	\$205.00	\$215.00	Free sell	3 days

2017 Blackout Dates: July 9,10,11,12,13, Oct 1,2,3,4,5, Nov 4,5,6,7,8,9,

2018 Blackout Dates: Jan 6,7,8,9,10,11, Mar 18,19,20,21,22,23

All rooms being offered are standard run of house and bed types are not guaranteed. There is a maximum of 4 people per room. The HOTEL will make every effort to accommodate bedding preferences. All guestrooms are subject to local and state taxes, currently 16.45% and are subject to change without notice. Current taxes are calculated as follows: 14% San Francisco Hotel Occupancy Tax, 1% San Francisco Tourism Improvement District Tax, 1.25% San Francisco Moscone Expansion District Tax, 0.195% California Tourism Tax. Rates are based on availability. All reservations must be reported at time of booking. Email requests for reservations arriving on or after April 1, 2017 can be sent via email to: **fit@hotelzephyrsf.com**.

Onsite parking is available at a current rate of \$49.00 per day with in/out privileges (subject to change at any time) plus hotel occupancy tax of 14%.

The HOTEL is 100% smoke-free. There will be a \$250.00 deep cleaning fee for smoking in guest rooms.

Our HOTEL is pet friendly and a one-time fee of \$75.00 will be charged for up to one pet per room.

The HOTEL does not have a swimming pool on premise.

Cribs are offered complimentary based upon availability.

The HOTEL does not offer rollaway beds.

Breakfast vouchers are available at \$21.50 per person inclusive (subject to change at any time) with pre-purchase only.

TERMS & CONDITIONS

Check-in: 4:00pm. Check-out: 12:00 noon.

CHILD POLICY: Children 17 years and younger may stay free in the same room with parents using the existing bedding. Please indicate any children under the age of 18 on reservation so OPERATOR is not charged for triple/quad occupancy. For billing purposes, any children sharing rooms with their parents must be listed on the reservation request.

CONDITIONAL USE OF FIT RATES: These contracted FIT rates are valid only when used with a wholesale or tour program for which a brochure is produced. Use of these rates will be restricted to passengers on a bonafide package. In the event a brochure is not produced, prevailing rack rates will apply. These rates are not to be sold to the consumer directly without the appropriate mark-ups as determined and directed by the HOTEL.

1. Ensure that all guest reservations with respect to unpacked rooms (whether made by you or your agents) are made at rates that are at least equal to the Best Available Rate (BAR) for such hotel rooms at the time of sale to such hotel guests, and you will not knowingly permit reservations to be made that do not comply with this standard.
2. Within 24 hours of receiving notice from the HOTEL you are responsible for guest reservations that do not comply with these terms and conditions, corrective action is taken immediately ensuring no further non-compliant reservations are made.
3. You will not offer, or permit others to offer, rates for consumer reservations for unpackaged rooms through the internet, nor will you permit rates associated with unpackaged rooms to be disclosed on any internet site.
4. You will ensure that FIT rates are not disclosed to the hotel guest or anyone else.
5. If you make FIT rates available to your Agents, you will ensure compliance by both you and such Agents with (a) all applicable laws; and (b) these Terms and Conditions.
6. You will not advertise that you have the "lowest prices available" (or any similar claim) with respect to the HOTEL's inventory.
7. With respect to each paid hotel guest stay that results from your use of FIT rates, you agree that your retention of the program fee will be at the sole compensation to which you will be entitled with respect to such stay.
8. You agree that the HOTEL may change these Terms and Conditions at any time with or without notice to you, and may, with or without cause, and at any time, terminate your participation in the FIT program and your ability to make guest reservations using hotel-supplied rates; provided, however that if termination is without cause the HOTEL will honor reservations made prior to the termination date.
9. The HOTEL, and not you, will bear the full risk of loss with respect to the hotel rooms, including the risk of unsold inventory. Consistent with the foregoing, you will ensure that your refund policy is no more lenient than the refund policy of the HOTEL, meaning that there will never be a scenario in which a guest would qualify for a refund under your policy but would not qualify for a refund under the HOTEL's policy.

CANCELLATION POLICY: Each standard FIT reservation must be cancelled at least 72 hours prior to 3 PM local time of the arrival date in order to avoid penalty. If reservations are cancelled within 72 hours of the arrival date, a charge equal to the contracted room rate plus tax of one night will be assessed. All no show reservations will be charged one night room and tax. HOTEL reserves the right to cancel any reservations made by the OPERATOR if reports of rooms sold, payments and/or reservations are not received in accordance with this AGREEMENT. Reinstatement of such reservations will be based on availability. The general cancellation policy may not apply to specials and promotional rates that contain more stringent terms.

PAYMENT POLICY: (a) Unless the OPERATOR has been approved for direct billing privileges, the HOTEL requires full pre-payment by company check or bank draft, at least 14 days prior to each arrival. A major credit card is required if payment is made within 14 days prior to arrival. If pre-payment arrangements are not made, the HOTEL reserves the right to cancel any reservations without notifying the OPERATOR. In such case, Guests will be required to pay published "rack" rate plus tax for their entire stay or relocate to an alternate HOTEL at their own expense. If OPERATOR has direct bill privileges, all direct billed charges to OPERATOR will be due and payable within thirty (30) days of billing date. If OPERATOR becomes delinquent, future reservations will require a full payment basis for all subsequent rooms held and OPERATOR shall pay HOTEL for each room and service reserved under this AGREEMENT at least thirty (30) days in advance. If such payment is not made as aforesaid, the HOTEL may cancel this Agreement.

DIRECT BILLING: (b) If charges are to be direct billed, prior credit arrangements and notification to our reservations office is required. Credit Application is attached and should be returned to the HOTEL upon execution of this Agreement. Once direct billing has been established, an application/update will be sent for your review and response every six (6) months. With approved direct billing, Room & Tax to Master account. Individuals cover incidentals. Payment due within thirty (30) days from date of invoice. Late payments are subject to late payment fees and possible termination of this Agreement, at the sole discretion of the HOTEL

GROUP SALES: Please contact the HOTEL sales department directly at (415) 617-6505 if you have a request for 10 rooms or greater from the same client on peak nights.

AVAILABILITY: All rooms are "free sell" and can be confirmed to the end client at the time of booking unless the dates are subject to blackouts or stop sell notices. If it becomes necessary for the HOTEL to issue any stop sell dates or rate increases, the OPERATOR will have 72 hours from the issuing date to act accordingly. The HOTEL operates on a 24-Hour basis, 7-day a week and 365 days a year. The 72 hour timeframe being afforded to the OPERATOR is based on this HOTEL operating schedule.

PROMOTION, TRANSFER, RE-SELL: The OPERATOR shall not release any promotional materials referring to the HOTEL unless the HOTEL authorizes it in writing. The OPERATOR may not sell, assign, transfer, pledge, sublet, license or in any manner dispose of this AGREEMENT without written prior consent of the HOTEL.

RIGHTS OF TERMINATION: There shall be no liability on the part of the canceling party if cancellation is due to events such as act of war, act of "God/Nature", revocation of landing rights or any reasons beyond the canceling party's reasonable control. In the event that cancellation becomes necessary, the canceling party shall immediately advise the other party in person, by telephone, facsimile or e-mail. In the event of breach or failure of OPERATOR to perform any of the terms, conditions and provisions of this AGREEMENT, or if the OPERATOR shall become bankrupt or insolvent, the HOTEL may cancel this AGREEMENT or any portion herein without notice and without becoming liable for any loss or damage which may occur as a result.

AMERICAN WITH DISABILITIES ACT: The OPERATOR shall identify in advance any special needs of disabled Guests requiring special accommodations and will notify the HOTEL in writing of such needs for accommodations as soon as the OPERATOR has the information. The HOTEL will make every reasonable effort to accommodate these requests. Notwithstanding anything contained herein to the contrary, the HOTEL will comply with all applicable provisions of the Americans with Disabilities Act.

GOVERNING LAW: This AGREEMENT shall be governed by and interpreted under the laws in the State of California, without regard to conflict of laws provisions.

ATTORNEY'S FEES: In the event any legal action is taken by the HOTEL to enforce the terms and conditions of this AGREEMENT, it is agreed that the OPERATOR shall pay the HOTEL'S court costs, reasonable attorney fees and expenses incurred related to such legal action.

WAIVER: Failure of the either party to insist upon strict performance of any provisions herein shall not constitute a waiver of any other or subsequent performance of such provisions.

This agreement contains the entire understanding of the parties hereto and supersedes any other prior negotiations and agreements. Any changes, addition, stipulations or deletions, including corrections that are lined out will not be considered binding, unless such modifications have been initialed or approved in writing by the HOTEL.

AGREED AND ACCEPTED FOR:

HOTEL

HOTEL ZEPHYR
250 BEACH ST.
SAN FRANCISCO, CA 94133
USA

NAJA JENSEN
FIT SALES MANAGER
DIRECT PHONE: 415-617-6508
DIRECT FAX: 415-617-6570
NAJA.JENSEN@HOTELZEPHYRSF.COM

Date: _____

OPERATOR

OCEAN HOLIDAYS / Ocean Beds
EQUITABLE HOUSE, 88-100 SOUTH STREET
ROMFORD, ESSEX RM1 1RX
UK

SIMON HILTON
DIRECTOR OF PRODUCT
PHONE: +44 207 939 7781
FAX: +44 7813 064 087
SIMON.HILTON@OCEAN-HOLIDAY.CO.UK

Date: 19th July 2016 _____

Hotel Zephyr
San Francisco, California

COMPANY PROFILE SHEET

General Information

Company Name	Ocean Beds				
Address	3204 Rolling Oaks Blvd				
City	Kissimmee	State	florida	Zip	34747
Country	USA	Web site	www.oceanbeds.com		
Telephone	407 390 6422	Fax			

Sales Contact

Name	Simon Hilton	Title	Head of Product		
Address	3204 roling oaks Blvd				
City	kissimmee	State	fl	Zip	34747
Country	usa	E-mail	simon.hilton@ocean-holidays.co.uk		
Direct Telephone	01144 203 823 9825	Fax			

Reservations/Inventory/Stop Sell Contact

Name		Title			
Address					
City		State		Zip	
Country	reservations	E-mail	stopsales@ocean-holidays.co.uk		
Direct Telephone	ukres@ocean-holidyas.co.uk	Fax			

for stop sales

Accounting Office Contact

Name	Karen Wheeler	Title			
Address	88-100 south Street				
City	Romford	State	essex,	Zip	rm1 1rx
Country	England	E-mail			
Direct Telephone	01144 203 816 0955	Fax			

Thank you for helping us by providing the above information. If you have more than one contact person, please make copies. This information will be used only internally to better serve you and your guests. Please email back completed form with the contract.