



Hyatt Centric South Beach Miami
1600 Collins Ave.
Miami Beach, FL 33139
Tel. (305) 428-1234
Fax: (305) 695-7999

www.southbeachmiami.centric.hyatt.com

DATE PREPARED: Friday, February 05, 2016

ORGANIZATION: Ocean Beds

CONTACT: Simon Hilton
3204 Rolling Oaks Blvd.
Kissimmee, FL 34747
P: 01144 203 823 9825
F: 01144 7464 795 759
EMAIL: simon.hilton@ocean-holidays.co.uk

HOTEL CONTACT: Maria Maloney, Director of Sales
P: 305-695-7400
F: 305-695-7999
M: 410-900-9959
Maria.maloney@hyatt.com

Dear Simon,

We are pleased to extend the below rates based on the following terms and conditions. The confidential wholesale rates below, between **Hyatt Centric South Beach Miami** and **Ocean Beds**, are based on a minimum annual goal of 250 room nights prior to April 20th, 2017. Each date booked as an Event.

RATES

The below rates are offered on an allotment basis, are net, non-commissionable, and are subject to 14% city and state tax per room per night.

Rates per each guestroom apply to single or double occupancy only for CITY VIEW KING and DELUXE CITY VIEW KING rooms; and double, triple or quad occupancy for CITY VIEW QUEEN-QUEEN rooms.

Maximum capacity is TWO guests in CITY VIEW KING and DELUXE CITY VIEW KING rooms (king bed) and FOUR guests in CITY VIEW QUEEN-QUEEN rooms (two queen beds).

| Room Type | April 1-30, 2016 | May 1 - October 13, 2016 | October 14 - December 31, 2016 | January 1 – April 20, 2017 |
|----------------------------------|--|--|--|--|
| City View King | Weekday: \$245.00 Weekend: \$245.00 | Weekday: \$135.00 Weekend: \$175.00 | Weekday: \$199.00 Weekend: \$229.00 | Weekday: \$360.00 Weekend: \$380.00 |
| City View Queen-Queen | Weekday: \$255.00 Weekend: \$255.00 | Weekday: \$145.00 Weekend: \$185.00 | Weekday: \$219.00 Weekend: \$249.00 | Weekday: \$380.00 Weekend: \$400.00 |
| Deluxe City View King | Weekday: \$315.00 Weekend: \$315.00 | Weekday: \$205.00 Weekend: \$240.00 | Weekday: \$249.00 Weekend: \$279.00 | Weekday: \$410.00 Weekend: \$430.00 |
| CUT OFF | 7 DAYS | 7 DAYS | 14 DAYS | 14 DAYS |

Continental breakfast included May 1 – October 12, 2016

Weekend = Friday and Saturday

Rates do not include Amenity Fee of \$20.00 per room per night, plus tax. Resort fee includes: *Beach access, two chairs per room, towels, welcome bottle of water, local calls, and use of hotel bikes.*

Choose one:

To be paid by Ocean Beds _____

To be paid by Guest upon check in  _____

All rooms on a **FREE SELL** basis.

STOP SELLS

Hotel reserves the right to accept or reject reservations that come in based on availability. Stop sells may be communicated to Wholesaler by the Hotel throughout the year from time to time and shall be adhered to by Wholesaler. Please update the email address to send such notices:

BLACKOUT DATES

Blackout dates for this contracting period are specified below. Hyatt Centric South Beach Miami will include a premium rate for all blackout dates for **Ocean Beds** Hotel reserves the right to modify dates for any last minute events. All rates below are applicable for CITY VIEW KING Guestrooms.

| EVENT | DATE | RATE | ALLOTMENT | CUT OFF |
|-------------------------------------|--|----------------|-----------|---------|
| Easter/Passover 2016 | April 22-30, 2016 | \$799.00/night | 2 rooms | 30 days |
| Swim Week | July 17-21, 2016 | \$499.00/night | 2 rooms | 30 days |
| Independence Day | July 4, 2016 | \$799.00/night | 3 rooms | 30 days |
| Art Basel | December 2-6, 2016 | \$799.00/night | 2 rooms | 30 days |
| New Years | December 26, 2016 – January 1, 2017 | \$799.00/night | 2 rooms | 30 days |
| Boat Show/ Presidents Day | February 11 – 15, 2017 | \$799.00/night | 2 rooms | 30 days |
| South Beach Wine & Food Festival | February 18-21, 2017 | \$799.00/night | 2 rooms | 30 days |
| Winter Music Conference | March 14 – 20, 2017 | \$799.00/night | 2 rooms | 30 days |
| Ultra Music Festival | March 18 – 20, 2017 | \$799.00/night | 2 rooms | 30 days |
| Easter/Passover 2017 | April 10-18, 2017 | \$799.00/night | 2 rooms | 30 days |

* Length of Stay Restrictions apply to blackout dates.

Dates and availability must be confirmed through sales department first.

RESERVATIONS

All reservations must be emailed to the Sales Department at southbeach.centric@hyatt.com. It must be indicated that it is an FIT reservation and please note that no booking is confirmed until you receive a confirmation number from the Hotel.

Check-in is at 4:00pm and Check-Out is at 12:00pm. If a guest wishes to extend their stay, Hotel will negotiate rates directly with guest, offering Hotel's then-available rates.

GROUP RESERVATIONS

Group requests of 8 or more rooms will be individually negotiated with the Sales Department, and contracted in a separate agreement. The above rates may not be available for such requests.

CANCELLATION AND NO-SHOW POLICY

Cancellations must be received by 3:00pm Eastern Time, **two (2) days** prior to arrival in order to avoid a cancellation fee. After that deadline, the fee for cancellation or no-show will be equal to one night's room and tax charge for each room cancelled or for guests failing to arrive and check in.

BILLING PROCEDURES; METHOD OF PAYMENT

We understand that your master account will be paid by direct bill. Direct billing is pending company approval. Based upon the dollar amount of your potential business there may be a credit limit imposed.

TERMS AND CONDITIONS

The rates and allotments featured in this contract are to be used exclusively by Wholesaler as part of a Travel Package. Should you resell these rooms to another client, potentially another wholesaler or travel agency, Wholesaler must cause this new party to also use the room as part of a Travel Package. Travel Package is defined as a combination of a Hotel stay with either or both airfare or car rental.

Wholesaler shall use its best efforts to ensure that all Distribution Channels are aware of and abide by Hyatt's lowest published internet rate guarantee as described on Hyatt.com (the "Best Rate Guarantee"). In the event that Hyatt determines that a Distribution Channel is found to be selling Hotel accommodations in a manner that is not in compliance with the Best Rate Guarantee, Hotel shall notify Wholesaler of such non-compliance and Wholesaler shall resolve such non-compliance within twenty four (24) hours of such notice. Further, Hotel may choose to terminate contract until the non-compliance is resolved. If Wholesaler fails to abide by the Best Rate Guarantee on a recurring basis, Hotel has the right to terminate contract within a 24-hour notice. In addition, in the event that a hotel guest finds a Standalone Room rate through a Third Party that purchases inventory from the Wholesaler or the Wholesaler's on-line Distribution Channel selling a lower total stay rate than Hyatt.com rate, the Hotel will impose financial liability that Wholesaler pay to the Hotel double the difference between Hyatt.com Best rate Guarantee and Wholesaler's advertised on-line rates. Wholesaler shall pay such sum to the Hotel within fifteen (15) days of such notification.

INCLUSION IN BROCHURE

By signing below, you agree to the terms of this contract, and you acknowledge that **Hyatt Centric South Beach Miami** will be included in your brochure and website free of charge. We have the right to review and approve any advertisements or promotional materials in connection with your company which specifically reference the Hotel name or logo prior to its use and you agree not to make any unauthorized reference to the Hotel name or logo. **Please forward us a copy of your brochure for our files.**

Initial here if applicable: _____

AUXILIARY AIDS

The Hotel represents and you acknowledge that the Hotel facilities being offered by you including guest rooms, common areas and transportation services will be in compliance with our public accommodation requirements under the American with Disabilities Act.

PACKAGE RECEIVING

Should you be shipping boxes for your function, they must be addressed to the attention of "Sales Dept.", and marked with the name and date of your function. Due to limited storage space, we request that shipments not arrive any earlier than three days prior to the groups' arrival.

CONDUCT OF EVENT

You and your Guest shall conduct the event/accommodations in an orderly manner, in full compliance with applicable laws, regulations and hotel rules. You assume full responsibility for the conduct of all persons in attendance and for any damage done to any part of the Hotel's premise during any time such premises are under the control of, used by, or damaged by Wholesaler, or its agents, invitees, employees, or independent contractors employed by Wholesaler.

SMOKE FREE ENVIRONMENT

Our hotel is in compliance with a Smoke Free Environment and is completely smoke free. The smoke free policy applies to all guest rooms, hallways and interior spaces. A \$250.00 cleaning fee will be charged to anyone who violates this policy.

ATTORNEY'S FEES

The parties agree that in the event that any dispute arises in any way relating to this contract, the prevailing party in any arbitration or court proceeding will be entitled to recover an award of its reasonable attorneys' fees and litigation costs.

ARBITRATION

The parties agree that any dispute in any way arising out of or relating to this contract may be resolved by arbitration before JAMS/ENDISPUTE. The parties further agree that in any arbitration proceeding they may conduct reasonable discovery pursuant to the Federal Rules of Civil Procedure, that the law of the state in which the Hotel is located will be the governing law, and any arbitration award will be enforceable in state or federal court.

RELOCATION CLAUSE

In the event that Hotel does not provide a guest room for a Hotel Guest with a reservation for reasons other than material emergency construction or renovation, and the room is needed by the Hotel Guest, Hotel shall, at its own expense: (i) secure, and pay for, comparable nearby accommodations for the night(s) Hotel is not able to accommodate the Hotel Guest; (ii) provide transportation to and from such rooms for the nights Hotel is not able to accommodate the Hotel Guest.

INDEMNIFICATION

To the extent permitted by law, you agree to protect, indemnify, defend and hold harmless the Hotel, the Hotel owner, their affiliates, managers, employees and agents against all claims, losses or damages to persons and property, governmental charges, fines, and costs (including reasonable attorney fees), arising out of or connected with your travelers, except claims arising out of the sole negligence or willful misconduct of Hotel or its employees.

INSURANCE: Each party agrees to obtain and maintain, at their own cost and expense, an insurance policy or policies sufficient to provide coverage for said mentioned liabilities. The policies shall be written by an Insurance carrier authorized to do business in the state where Hotel is located. Each party will provide evidence of insurance to the other upon request of the other party. Nothing in this Agreement is intended to be a waiver by the Hotel or its employees, members, partners, affiliates, successors and assigns of any applicable statute or law which limits the liability and/or damages of an innkeeper.

CONFIDENTIALITY: Neither party hereto shall, without the prior written consent of a duly authorized representative of the other party, disclose any specific terms of this Agreement to any third party, except to the extent required by law or legal process and except to its parent, subsidiaries, or its accountants, attorneys and other advisors or representatives who have a valid reason to have such information.

SECURITY: If required by Hotel, in its judgment, due to the size, scope or nature of the Event, security personnel are deemed necessary; Wholesaler shall provide such surety personnel, at the sole cost and expense of Wholesaler. It is mutually agreed by the parties that a minimum of ___uniformed guards (unarmed), _supervisors for the guards and the event and _ushers (the "Security Personnel") shall be provided by Wholesaler. All of such Security Personnel shall be adequately trained and experienced to perform their duties in a competent and professional manner and in accordance with all applicable laws, codes, rules and regulation. All Security Personnel shall be supplied by a reputable licensed and insured guard or security agency doing business in the county in which the Event takes place, which agency shall be subject to the prior approval of Hotel.

The Security Personnel are to coordinate with Hotel's regular security force and shall concern themselves only with the Event having access to the space reserved hereunder (or any substituted space), restricting their presence to these areas of the premises of the Hotel and common space related to the Event. Neither the Owner nor the Hotel shall have any liability or responsibility for the acts or omissions of the Security Personnel.

The Security Personnel's employer or agency shall be required to have liability insurance for the activities of such personnel with companies and in limits that are acceptable to Operator. The employer of the Security Personnel shall name the Hotel and its affiliates and their mangers, employers, successors and assigns as additional insureds on its liability policies and provide a Certificate of Insurance to Hotel acceptable to Hotel, which Certificate shall also show that all Security Personnel are covered by Workers Compensation insurance coverage, at no cost or expense to Hotel. In the event Wholesaler does not provide Hotel with the Certificate of Insurance not less than ten (10) days prior to the Event, Hotel shall have the right in its discretion, but not the obligation, to arrange for the insurance to be obtained at the sole cost of Wholesaler, or Hotel, shall have the right to cancel the Event by written notice to Wholesaler for the non-compliance by Wholesaler with these requirements.

SUCCESSORS AND ASSIGNS: Neither party may assign, delegate or otherwise transfer any of the rights or obligations under this Agreement without the prior written consent of the other party; provided however, that, as long as an assigning party is not in breach or default of any of its duties and obligation under this Agreement, either party may assign this Agreement to any successor to its business through merger, consolidation or voluntary sale or transfer of substantially all of its assets, provided the assignee assumes in writing all of the duties and obligations of the assignor and a copy of the written assignment is given to the other party for approval, which approval shall not be withheld or delayed. This Agreement shall inure to the benefit of, and be binding upon the parties to this Agreement and their permitted successors and assigns,

AMENDMENTS/CHANGES

Any amendments or changes to the arrangements described in this contract must be made in writing and signed by both you and us.

PERFORMANCE

Performance of this agreement is contingent upon the ability of the Hotel to complete same and is subject to labor, disputes, strikes or picketing, accidents, government (federal, state or local) requisitions, restrictions upon travel, transportation, food, beverage or supplies, and other causes, whether enumerated herein or not, which are beyond the reasonable control of the Hotel. In no event shall the Hotel be liable for the loss of profit or other similar or dissimilar collateral or consequential damages, whether based on breach of contract, warranty or otherwise. In no event shall the Hotel's liability be in excess of the total amount of the food and beverages contracted heretofore.

SIGNATURE

The persons signing the agreement on behalf of **Hyatt Centric South Beach Miami** and **Ocean Beds** each warrant that they are authorized to make such agreements on behalf of the party for whom they are signing. By signing and returning a copy of this agreement by **Thursday, February 10, 2016** you agree to promote **Hyatt Centric South Beach Miami** as a preferred hotel partner. Once this contract is received, we will in turn countersign and return a copy for your records. This contract is not valid until both parties have signed this agreement. Upon completion of this contractual agreement, both parties agree that a faxed copy and any other electronically transmitted signatures for all purposes are to be considered legal and binding. Please feel free to contact me with any questions.

We are thrilled to continue our relationship with **Ocean Beds**!

I agree to the above terms and conditions:

Name

Date

Approved by Hyatt South Beach:

Maria Maloney, Director of Sales



Name Simon Hilton, Head of Product USA

12th February 2016

Date

Approved by **Ocean Beds**
