



FIT Agreement

This contract between **EBJ/InSite Sagamore LLC (d.b.a. Sagamore Miami Beach)**, hereinafter referred to as the "Resort", and **Ocean Beds**, hereinafter referred to as "Company".

Date: August 11, 2016

Especially prepared for: **Ocean Beds**

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Regarding: **FIT AGREEMENT**

Effective: May 1, 2017 – April 30, 2018

2017/2018 F.I.T. NET RATES

Room Types	Sagamore Suite	Bungalow	Ocean Front Suite	Allot & Release
5/01/17-8/31/17	Wkday/Wkend \$195/\$225	Wkday/Wkend \$355/\$385	Wkday/Wkend \$415/\$450	Free Sell/ 5 days
9/01/17 - 9/30/17	Wkday/Wkend \$175/\$195	Wkday/Wkend \$265/\$295	Wkday/Wkend \$325/\$375	Free Sell/ 5 days
10/1/17-12/31/17	Wkday/Wkend \$220/\$250	Wkday/Wkend \$365/\$395	Wkday/Wkend \$435/\$475	Free Sell/ 5 days
1/01/18 – 4/30/18	Wkday/Wkend \$325/\$355	Wkday/Wkend \$475/\$515	Wkday/Wkend \$555/\$595	Free Sell/ 10 days

EVENT DATES	BLACK OUT / PREMIUM DATES	PREMIUM NET RATE SAGAMORE SUITE
July 4 2016	Jul 1-4, 2016	\$295
Art Basel 2016	Nov 30-Dec 4, 2016	\$695
New Year 2016	Dec 23-31, 2016	\$695
Presidents' Day/Boat Show 2018	Feb 16-20, 2017	\$495
Food & Wine 2017	Feb 21-27, 2017	\$495
Ultra 2017	Mar 23-26, 2017	\$495
Easter 2017	Apr 14-16, 2017	\$395

Blackout Dates:

The following Black Out Dates will NOT be available for sale. Premium Net Rates are available for sale UPON REQUEST ONLY and subject to availability for Sagamore Suite room categories ONLY. The hotel reserves the right to revise dates and rates (subject to change).

Resort Fee: \$25 plus tax per night includes : 2 beach chairs, 2 complimentary bottles of water daily , daily pool-side amenity, In-room coffee, Wi-Fi internet access, Local phone calls (subject to change without notice).

Extra person (3rd and 4th): \$15 plus tax per night.

MEAL PLANS:

CONTINENTAL BREAKFAST can be added to the above room rates at \$19.56 additional per person. Rates are inclusive of tax and gratuity. Continental Breakfast offers Fresh bakery, Marmalades, juice, coffee, choice of fruit or cereal. (Subject to change).

AMERICAN BREAKFAST can be added to the above room rates at \$29.99 additional per person. Rates are inclusive of tax and gratuity. American Breakfast offers Organic eggs any style, bacon, sausage, hash brown potatoes, toasts, orange juice, coffee, waffle or pancakes. (Subject to change).

Rollaway: None available

Cribs (on request) – no charge

Number of persons allowed in the room: 4

Family Plan

Our Family Plan provides for children **17 years and** under to stay free as long as they occupy the same room as their parents. Children over the age of 18 years and staying in the same room as their parents will be charged the Resort's prevailing extra person rate shown on the rate sheet that is part of this annex.

All rates are net, non-commissionable. They do not include city and/or state taxes which are detailed in the rate sheet of this annex. **All miscellaneous services will be charged a la carte and will be shown on the individual folio duly itemized.**

Room-category Description:

ROOM DESCRIPTIONS: Bungalows and Suites are equipped with refrigerator, microwave, coffee maker, wet bar, flat screen TV, wireless high-speed internet access, in room safe, full size sofa bed, beautifully framed artwork, porcelain tile floors, bath and beauty amenity products, separate bedroom and living room accommodations, gourmet bar and snack selections.

Sagamore Suite offers a luxurious king-size bed, spacious suite with a limited view, separate bedroom and living room with convertible sofa bed. Also available with two full size double beds, available on a limited basis and upon request. Connecting Sagamore Suites upon request. Maximum occupancy 4 adults. 500 sq.ft./46.45 sq.m.

Ocean Front Suite offers a luxurious king-size bed, private balcony with direct ocean view, separate bedroom and living room with convertible sofa bed. Maximum occupancy 4 adults. 650 sq.ft./60.38 sq.m.

Bungalow is a spacious duplex suite, two stories, two balconies with partial ocean & garden views, luxurious king-sized bed, kitchen and living with convertible sofa-bed downstairs, spiral staircase leads to master bedroom terrace overlooking the garden on upper level. Maximum occupancy 4 adults. 900-1000 sq.ft./83.61-92.90 sq.m.

Allotment

We will confirm Free Sell with applicable cut-off days in all contracted room categories per night as of May 1st, 2017 – April 30th, 2018 **except** over **blackout** dates, listed on this agreement and which will be advised by **Stop Sell Notices** that we will ask you to acknowledge, sign and return. The Resort will honor existing reservations that are reported and received within forty-eight (48) hours. Please note that name changes will not be allowed on reservations received within these 48 hours.

Stop Sell Dates

Will be advised in writing.

Failure to produce a minimum of **100** room nights over the effective dates of this agreement will affect future rate and allotment consideration. Productivity will be tracked on a quarterly basis.

Booking Procedures

Reservations can be sold on a sell and report basis until your cut-off dates. Reservation requests after the cut-off date may be confirmed at the Resort's prevailing rate, depending on the room category. Name changes will be considered a cancellation of the existing booking and will be accepted only if the Resort has availability at that time. The contract FIT rate will not apply if the Resort's occupancy has closed the FIT rates for the period in question if these dates have been stop sold. Resort may confirm new

booking at prevailing rate. If booking is confirmed at BAR or RACK, they will be commissionable at 10% to Company.

Reservation request will be responded to Company within 24 hours from the time it is received by the Resort during normal business day hours, which are from 9:00 am to 5:00 pm EST Monday through Friday. Company must keep confirmation numbers and include it in the voucher given to the passenger.

Reservations should be made by **E-MAILING** our Reservations Department at
E-mail: reservations@sagamorehotel.com

The following format is required when reporting reservations:

1. State the type of room needed. Special requests and are subject to availability.
2. Advise **specific arrival and departure dates**, as well as the **total number of nights of stay** and **flight schedule**.
3. State **full name** (surname followed by first name) of **all passengers** and ages of any children occupying room.
4. **Special remarks:** Advise any special comments and/or requests.
5. **Promotion code** if applicable. If a **promotion code** is **not** stated, the contracted rate will be reserved.

Payment Policy

All payments must be submitted in US Dollars and can be made via credit card, check or wire transfer. Resort Fee Charges: All bookings are subject to the established Resort Fee to be applied to the hotel guest upon arrival, unless otherwise notified by the account.

Please indicate (X) if the Resort Fee will be paid by your ____ account or charged to ☒ guests directly upon arrival.

Prepayment: All bookings are subject to Full Prepayments 10 days prior to guest arrival. If payment has not received 10 days prior to arrival, the reservation will be automatically canceled. If guest arrives at the hotel with a canceled reservation he/she will be checked-in on a space available basis at the current rack rate.

Direct Billing: Payments can be made by credit card, check or wire transfer. Direct Billing privileges may be established by submitting a credit application for hotel approval. If approved, all Direct Billing payments will be due upon thirty (30) days of receipt of invoice. Failure to maintain balances up to date may result in ceasing privileges and full prepayment will apply.

Virtual Credit Card: All bookings from accounts with established virtual credit card approval per the hotel are subject to Full Prepayments to be applied prior to guest check in (virtual credit card form will be required for records).

If your company has not been granted billing privileges, full pre-payment is required fifteen (15) days prior to guest's arrival. Payments are acceptable via credit card, wire transfer or certified check (personal checks are not accepted). Checks should be made payable to Sagamore Miami Beach and sent to: Sagamore Miami Beach, 1671 Collins Avenue, Miami, FL 33139.

If your company has been granted billing privileges, charges billed to a master account, as well as cancellation, no-show and early departure charges will be due and payable thirty (30) days from receipt of invoice. In the event bills are not paid within this 30 day period, a 1½% per month late payment charge may be assessed. All incidentals will be collected from client prior to departure unless otherwise stated in your voucher. If your vouchers have been revised in any way, please forward a copy to the Reservations Dept.'s attention as soon as possible, in order that our Reservation, Front Office and Accounting Departments can become familiar with them.

The Resort reserves the right to demand full payment for rooms held under this Agreement should a delinquency in payment occur. Should such payment not be remitted when requested, the Resort, at its option, may cancel your billing privileges.

Cancellation Policy

Please note that for no-shows and reservations of 9 nights or less canceled less than 72 hours in advance of scheduled arrival date, a one (1) room night charge plus tax will be billed at the confirmed rate. For reservations of 10 nights or more, reservations canceled less than 15 days in advance of scheduled arrival date, a one (1) room night charge plus tax will be billed at the confirmed rate. A cancellation number needs to be provided in order to adjust no show charges. All cancellation requests must be sent via e-mail at reservations@sagamorehotel.com.

Check-In/Out Times

Our check in time is 4:00 p.m.; checkout time is 12:00pm. All guests arriving before 4:00 p.m. will be accommodated as rooms become available. Our Guest Services Department can arrange to check baggage for those arriving early when rooms are unavailable.

Parking

The Resort offers valet overnight parking at \$42.00 plus tax per night. Subject to change without notice.

Promotion/Collateral/Vouchers

It is required that the Resort be promoted as a "first-class" property and that our pictures, which we will supply on demand be prominently featured in any collateral you print utilizing our rates or property name. It is required that we have access to any computer data base or receive a copy of any collateral, including brochures or tariffs, you print promoting or utilizing the Resort. We do require copies of any vouchers that your clientele will present to our Front Office Staff upon arrival. Failure to comply with the areas outlined in this paragraph will cause this agreement to be null and void.

Packaged Rates and Marked-up Rates

1. The rates provided in this F.I.T. Net Confidential Rate Agreement are for the sole purpose of sale by Company via a traditional wholesale distribution system. Locally negotiated net wholesale rates are provided by the Resort hereunder for the contractual term subject to the condition that such net rates must be distributed either as a "Packaged Rate" or as a "Marked-up Rate". Net FIT room rates are solely for use by companies and organizations that have entered into this Agreement with the Resort.
2. FIT net room rates, whether used in an opaque package or as a marked-up rate are not transferable or assignable to any other company, organization, distributor or third party including, but not limited to, any electronic internet, online distribution system, consumer website or Global Distribution System (GDS).
3. To qualify as a "Packaged Rate", the rate must be sold as part of a packaged travel product that includes sufficient additional (non-Resort) components such that the cost of the total package is at least 50% more than the Resort net rate. In no event shall "Packaged Rates" be sold as a hotel-only product.
4. To qualify as a "Marked-up Rate", the rate must be sold at a mark-up to the net rate such that the marked-up rate is not less than the rates for the applicable inventory that are then publicly available to the consumer via Sagamore Miami Beach branded web site. For the avoidance of doubt, a mark-up of at least 25% over the net rate will be deemed to satisfy the preceding requirement.

5. With respect to both "Packaged Rates" and "Marked-up Rates", Company shall not advertise that it has the "lowest prices available" for B Ocean Resort Fort Lauderdale room inventory.
6. The rates provided under this F.I.T. Net Rate Agreement must never be exposed or sold to the consumer or the general public, and may incorporate the participation of a retail travel agent. Providing net or discounted room rates directly to a consumer constitutes a violation by Company of this F.I.T. Net Rate Agreement. If Company is found to have violated any provision of this clause, this F.I.T. Net Rate Agreement shall be immediately terminated by the Resort, upon delivery of written notice of termination to the Company, and Company shall indemnify the Resort against any and all losses incurred thereby as a result of any violation of the B Ocean Resort Fort Lauderdale Best Rate Guaranty policy caused by such violation (including, without limitation, any rate discounts required to be granted to consumers and a \$50 processing fee per room night for each such violation).
7. Company agrees that all of its agreements (whether written or oral, referred to as the "Third Party Agreements") with any travel agents, OTAs or other third parties (collectively, the "Third Parties") concerning the Resort shall include the preceding paragraph, or language substantially to that effect. Company further agrees that the Resort is a third-party beneficiary of this contractual provision in the Third Party Agreements, with the right to enforce same directly against any Third Parties. Company shall include a provision to this effect in its written or oral contracts with Third Parties pertaining to the Resort.

Mandatory Charges

FIT net room rates do not include all fees, charges (such as resort charges and other automatic charges) and state/local taxes applicable to the FIT net rate. It is the sole responsibility of the Company to clearly and conspicuously disclose to the customer in advance of booking all mandatory applicable fees, charges or state/local taxes specified by the participating property. Company shall be responsible for net room rate, applicable taxes and any mandatory fees. Guest will be responsible for his or hers incidental charges, which will be shown in their individual folio. Company shall advise all customers who purchase rooms in the Resort that they are responsible for payment of all charges over and above the standard room charge, as such may be incurred by the customers in the course of their stay at the Resort. Such additional charges may include, but are not limited to, extra person, room service, movies, internet access, and telephone use.

Marketing

The Resort owns and/or licenses the brand names, logos and images of the properties and brands that are made available under this Agreement. The Resort grants to Company a non-exclusive, non-transferable, non-assignable and indivisible royalty-free right and license to use those images and logos of the Resort, solely for the limited purpose of promoting the sale of travel packages that include rooms at the participating Resort; and in accordance with Exhibit "A" hereto.

Early Departures

All early departures will be applied the full stay room charges rate plus applicable taxes.

Force Majeure

The performance of this Agreement by either party is subject to acts of God, government authority, disaster, strikes, civil disorders, or other emergencies, any of which make it illegal or impossible to provide the facilities and/or services for your bookings. It is provided that this Agreement may be terminated for any one or more of such reasons by written notice from one party to the other without liability.

Insurance

The Resort and Company shall obtain, maintain and provide evidence of insurance upon request in amounts sufficient to provide coverage for any liabilities that may reasonably arise out of or result from the respective obligations pursuant to this contract.

Indemnification

Each party hereby agrees to indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action resulting from the gross negligence or intentional misconduct of such party or its respective officers, directors, employees, agents, contractors, members or participants (as applicable), provided that with respect to officers, directors, employees, and agents, such individuals are acting within the scope of their employment or agency, as applicable.

Americans With Disabilities Act

Both Company and the Resort shall be responsible for compliance with the public accommodation requirements of the Americans With Disabilities Act as defined by law. The Resort shall provide, to the extent required by the Act, such auxiliary aids and/or services as may be reasonably requested by Company providing Company gives reasonable advance written notice to the Resort of such needs. Company shall be responsible for the cost of any auxiliary aids and services (including engagement of and payment to specialized service providers, such as sign language interpreters), other than those types and quantities typically maintained by the Resort.

Notices

Any notice or communication required or permitted to be given under this Agreement shall be given to the appropriate party at the addresses set forth on the first page of this Agreement. Each such notice shall be in writing and shall be deemed delivered upon receipt of such notice by confirmed facsimile transmission, personal delivery, delivery by commercial courier service, or three (3) days after deposit into the United States Mail, certified or registered mail, return receipt requested.

Time of the Essence

Time is of the essence for purposes of this Agreement and the performance of the obligations described herein.

Severability

In the event any provision of this Agreement is deemed illegal, invalid or unenforceable, the remainder of this Agreement shall not be affected by such illegality, invalidity or unenforceability and shall remain in full force and effect.

No Third Party Beneficiaries

There are no third party beneficiaries to this Agreement.

Integration and Non-Assignment of Agreement

This Agreement contains the entire understanding of the parties and supersedes all other written or oral agreements for rates, allotments, credit arrangements, etc., for the Resort. This Agreement, when executed by both parties, is a binding and enforceable agreement, and may not be modified except by written consent of both parties.

We thank you for the opportunity to work with you and look forward to a mutually profitable relationship. This Agreement will not be considered valid until we receive back the unmodified original or facsimile/scanned copy.

ACCEPTED AND AGREED TO:

Ocean Beds



(Signature)

Print Name: Simon Hilton

Title: Head of Product

Date: 11th August 2016

EBJ/InSite Sagamore LLC

By: _____
Claudia Bonaiuto
National Sales Manager

Date: _____

Sagamore Miami Beach
1671 Collins Avenue, Miami, FL 33139
Phone (305) 535 8088
www.sagamorehotel.com