



## 2016/2017 CONFIDENTIAL WHOLESALE AGREEMENT

<b>COMPANY:</b>	Ocean Holidays
<b>CONTACT NAME:</b>	Simon Hilton
<b>TITLE:</b>	Head of Product US
<b>ADDRESS:</b>	Equitable House, 1st Floor, 88-100 South St. Romford Essex, RM1 1RX
<b>E-MAIL ADDRESS:</b>	simon.hilton@ocean-holidays.co.uk

Operator and The Guest House at Graceland enter into the following Confidential Wholesale Agreement. Reservations that overlap seasonal dates will be billed at the applicable rate for each day of the stay.

### **CONFIDENTIAL AND PROMOTIONAL FIT T/O RATES**

Our FIT rates for November 1, 2016 – March 31, 2018 will be as follows:

#### **Non- Special Event pricing:**

- November 1, 2016 – March 31, 2017 - ~~\$129~~ \$114
- April 1, 2017 – May 25, 2017 - \$134
- May 26, 2017 – September 30, 2017 - \$149
- October 1, 2017 – March 31, 2018 - \$139

#### **Special Event Pricing and dates:**

- January 5-8, 2017 Elvis Birthday - \$209 S/D 3rd/4<sup>th</sup> adult supplement: \$10 per person,
- March 23-26, 2017- NCAA Basketball Championship- BLACKED OUT
- August 10-17, 2017 Elvis Week – BLACKED OUT
- January 4 – 8, 2018 Elvis Birthday - \$219 S/D

#### **Other Information:**

- S/D Standard King and Standard double/queens plus taxes
- 3<sup>rd</sup>/4<sup>th</sup> adult supplement: \$10 per person per night, plus tax
- Connecting rooms \$10 (non- special event dates)
- *No allotments (free sale only)*
- *Cut off at operator discretion (normally 48 hours)*

Rates set forth on exclude the applicable taxes. Total tax: 20.95% Rates are valid for FIT brochure for leisure travel only. Rates are valid only for bona fide tour operators. Rates cannot be offered by Operator direct to the consumer via the internet or by any other internet channels, including through owned, affiliated or subsidiary companies. The rates may not be offered, knowingly or unknowingly, to any party that distributes or retails via the Internet or to any party retailing via the Internet. To protect Hotels Best Rate Guarantee, Operator must mark all rates up by a minimum of 10%.



Nightly rates are based on single or double-occupancy. For extra guests, additional charge applies; see extra person charge and occupancy maximums. Net Rates are non-commissionable. All rates are subject to change without notice and based on availability. Self-Parking \$10; Valet parking \$16

Net rates are non-commissionable and must be paid on time according to the payment and billing section. Existing reservations booked directly at Hotel and then assumed by may not be entitled to the contracted net rate and will be quoted on a case-by-case basis. The above net rates are not applicable to groups of ten (10) or more rooms.

Please note that all taxes and service charges set forth are subject to change. In the event that the current tax or service charge percentages should change during the term of this agreement, the new percentage will be effective upon receipt of an official notice. This new rate will be applicable to all invoices for accommodations used once the new rate is implemented.

Rates and conditions will be valid only if Hotel is featured in your official program and/or tariff sheet. Additionally, rates will be valid only when a signed agreement from both parties, two (2) sample vouchers, and a copy of your printed program and literature featuring Hotel, are received.

#### **EXTRA PERSON CHARGE AND OCCUPANCY MAXIMUMS**

Nightly FIT or promotional rates are valid for single or double occupancy. Maximum occupancy per room is 4 persons. Additional per person charges are attached

#### **SPECIAL OFFERS**

All Special Offers above do not apply to packages. Special Offers are not combinable with other offers. Offers will not be valid during major holidays such as Christmas, New Years, Easter, President's Week, and other high demand periods. All special offers and Packages are subject to promotional availability and/or closeouts. Special Offer rates are subject to applicable tax and applicable resort fee. Reservations made after any promotion is closed will not be accepted at the Promotional rate and will be charged at the contract rate.

#### **BLACKOUT DATES**

The hotel reserves the right to add black-out dates and to restrict availability at any time to any rooms covered by this agreement. Existing reservations will not be affected by added black-out dates.

- March 23-26, 2017- NCAA Basketball Championship- BLACKED OUT
- August 10-17, 2017 Elvis Week – BLACKED OUT

#### **ARRIVAL & DEPARTURE TIMES**

Check-in time is after 4:00 pm and check-out time is 11:00 am.

#### **PROPERTY SPECIFIC INFORMATION**

Information specific to Hotel (addressing, for example, self-parking and valet charges) is addressed attached Hotel Fact Sheet hereto.

#### **SPECIAL ACCOMMODATIONS REQUESTS**

It is very important to the Hotel to receive as much information as possible to be able to comply with your clients special requests.

Our Hotel has a limited number of double/double bedded accommodations and connecting rooms. We will not guarantee bedding accommodations or connecting rooms, unless they have been previously confirmed in writing by one of our reservations agents. Should your client request a specific bedding arrangement or connecting rooms, please forward the



request with reasonable notice directly to Hotel before confirming it to your client. In order to provide better service to our guests, please e-mail your client's profile prior to their arrival.

It is the responsibility of **Ocean Holidays** to inform the client if the specific bedding arrangement or connecting room request cannot be confirmed due to prior commitments.

**Children:** Children 18 and younger stay free when they share the same room as their parents or grandparents/guardian and meet the following requirements: Hotel room must be at an eligible rate. Room must not include any additional bedding.

### **RESERVATIONS PROCEDURES**

Reservations requests must be confirmed by e-mail directly by Operator with Hotel.

Reservations will be accepted on a free-sale basis, with the exception of black-out dates. Hotel reserves the right to add black-out dates at any time to any rooms covered by this agreement. Existing reservations will not be affected by added black-out dates.

Hotel reserves the right at any time to close a rate category out as to any new reservations. In all such instances, the Operator will be asked to forward the names and dates for all room nights sold at Hotel during said period within forty-eight (48) hours of written notification (excluding weekends). All room nights reported at this time are considered guaranteed and payment is expected in full. Notwithstanding the provisions of the cancellation section herein, no refund will be given for cancellations received after this time and no name changes will be accepted. All rooming lists and reports should be sent to Hotels Reservations Manager via email to **GHAGreservations@guesthousegraceland.com**

Operator will be completely and solely responsible for payment to Hotel, within the payment terms outlined below, of the room rate, and taxes thereon for each guest for whom voucherless reservations are made. For voucherless check-in, all reservations are considered guaranteed once confirmation is issued.

Reservations are to include: Hotel name, client(s) name, address, telephone number, children's names/ages (where applicable), room category, arrival and departure dates, and any pertinent promotional offer. Reservations are considered guaranteed when confirmed. Confirmations will arrive in email format via Hotels reservation systems. Please note that no name changes will be allowed. We ask that you cancel each booking and request a new reservation, subject to availability.

### **PAYMENT AND BILLING**

A credit application must be completed and approved. Vouchers and/or voucherless reservations will only be accepted if credit has been approved and remains approved at the time a guest arrives.

Hotel will bill on the full value of the Voucher/Rooming List, for which payment is due and payable twenty-eight (28) days after tender of statement. In the event that said payments are not paid within twenty-eight (28) days, will be subject to a 1.5% surcharge, compounded monthly on any open balance. In addition to the surcharge, Hotel reserves the right to suspend credit, with no less than fifteen (15) days advance notice, and place **Ocean Holidays** on a full prepayment status. Credit terms may be restored only after the account has been brought back to agreed commercial terms.

**Please be sure to specify the client's name, arrival and departure dates.**



Hotel reserves the right to change operators existing method of payment. Should Hotel, in its sole discretion, deem collection action to be necessary, Operator shall be responsible for all costs and expenses, including attorney's fees, incurred in conjunction with such collection action.

Unless otherwise agreed, all incidentals will be billed directly to each guest. In order to be able to access the ancillary services of the Hotel, each guest will be required to present a valid credit card upon check-in, on which an amount of sufficient pre-authorization can be obtained to cover the anticipated use of the Hotel's ancillary services, and we require each guest's home/business address and e-mail address. Each guest must settle his or her account in full upon departure.

Guests will be responsible for the cost (including applicable taxes) of any upgrade they request. The price will be based on the difference in the rack rate of the unit types requested.

Please note that billing disputes are not an excuse for non-payment or delayed payment. We require the undisputed invoices to be paid within the time period noted above. Disputed invoices must be resolved in the timeframe detailed above or will be subject to the same charges and interest as late payment. The obligation is on the part of to contact [lhuffstutler@guesthousegraceland.com](mailto:lhuffstutler@guesthousegraceland.com) to resolve any disputed portion of the invoice.

#### **CANCELLATION AND NO-SHOWS**

The following is the policy for all cancellations and no-shows:

Operator agrees to pay the following amounts for cancellation and no-shows as liquidated damages, and not as a penalty.

Cancellation: Require 72 hour notice prior to arrival to avoid charge of (1) one night room and tax.

No shows: Reservation will be charged (1) one night room and tax.

All cancellations must be communicated via facsimile or e-mail and receipt confirmed by our reservations department. For all no-shows, reservations will be charged according to the cancellation policy listed above.

#### **INDEMNIFICATION**

The Operator shall indemnify, defend and hold harmless each Hotel and Pyramid Hotel Group and their officers, directors, partners, agents, members, managers and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively AClaims@) (i) arising out of or caused by the Operators acts, omissions, fault and/or negligence and/or its members, agents, employees, or independent contractors negligence in connection with the use of the Hotel facilities, or by the Operators failure to comply with any laws, statutes, ordinances, codes or regulations, and/or (ii) with respect to Operator, arising out of or related to (a) any claim that Operators use of any Content, after notice from Hotel that such Content should be removed, infringes or violates any third party's copyright, patent, trade secret, trademark, or other intellectual property or proprietary rights; (b) any claim that Operators websites or any of its web pages (including any portion of the content thereof) violates any applicable foreign, United States federal, state or local laws, regulations or statutes or infringes or violates any third party's copyright, patent, trade secret, trademark, or other intellectual property or proprietary rights; (c) any claim that the Content once modified or combined with other works by Operator infringes or violates any third parts copyright, patent, trade secret, trademark or other intellectual property or proprietary rights; and/or (d) any claim arising out of the conduct of Operator's business including, but not limited to, claims of antitrust violations, deceptive trade practices, and tax law violations; and/or (iii) connected or caused in any way with a failure by the Operator to disclose to and inform attendees of the resort fee or other automatic charges, no matter by whom asserted.. The Operator shall not have waived or be deemed to have waived, by reason of this paragraph, any defense, which it may have with respect to such claims.



The Hotel shall not be liable to Operator for any damages, losses or injuries to persons, guests, customers or property of Operator or its guests and/or customers which may be caused by the acts, negligence, omissions or faults of any persons, firms or corporations except when such injury, loss or damage results from negligence of Hotel, its agents or employees.

Neither Hotel nor Pyramid Hotel Group shall be liable to for any damages, losses or injuries to persons, customers or property of Travalco or customer, which may be caused by the acts, negligence, omissions or faults of any persons, firms or corporations except when, and only to the extent that, such injury, loss or damage results from negligence of Hotel or Pyramid Hotel Group, their agents or employees.

#### **GROUP BOOKINGS**

For group bookings (groups are 10 or more rooms per night), rates and terms provided herein are not valid. Group rates are available upon request, by calling the Group Sales Department at (901) 332-3322 extension 2452.

#### **ADDITIONAL TERMS AND CONDITIONS**

Operators may never participate in any co-op advertising or brochure without prior written approval from the Hotel's Leisure Sales Department.

Logo: The Operator shall not use the name, trademark or logo or any other proprietary designation of the Hotel in any advertising or promotional material without the prior written permission of the Hotel. Operator shall comply with the terms and conditions required by the Hotel for such use. Any use of the Hotel name, images or logo for the purpose of promoting your product must have prior written approval from Hotel. Any printed forms or literature pertaining to each resort must be reviewed and approved in writing by Hotel.

Hotel reserves the right to proof ALL photography and copy used in any brochure or tariff. A proof of all copy and photography must be submitted to the Hotel prior to the printing and distribution of brochure and/or advertising.

Two (2) copies of published tariff and/or brochure catalog must be forwarded to [lhuffstutler@guesthousegraceland.com](mailto:lhuffstutler@guesthousegraceland.com).

**Ownership of Marks:** Operator acknowledges that Hotel's name, as well as all related names, trademark, service marks, copyrights, domain names and logos (collectively **AMarks®**), are the exclusive property of Hotel. ©EPE, Graceland and its marks are trademarks of EPE. All Rights Reserved. Operator shall not register any of the Marks in whole or part as a domain name or as a part of any other symbol or element used in electronic commerce without having obtained Hotels prior written consent. Operator shall not challenge Hotels ownership of the Marks, the System or any intellectual property that is now or may in the future be owned by Hotel. Hotel reserves the right to approve in writing any usage of the Marks prior to implementation, and shall have the right to prevent the use of the Marks by Operator at any time.

**Internet Keyword Marketing:** Operator shall not purchase placement rights for any Hotel service mark or trademark or use any Hotel service mark or trademark in any manner of its advertising, including but not limited to internet and web advertising without express written consent of Hotel.

**Brand Loyal Marketing:** Operator shall not target, solicit or otherwise exploit any data to seek or offer business from Hotel

**Predatory Advertising:** Operator shall not use any predatory advertising methods designed to generate traffic from website for which they have no contractual rights for the online promotion of their products or service. Operator shall prohibit all websites within its control from utilizing predatory advertising methods. A predatory advertising method is an



advertising method that creates or overlays links or banners on website, spawns, browser windows, or utilizes any other method to generate traffic from a website without that websites owner's knowledge, permission and participation.

**Onward Distribution and Opacity:** Operator and its affiliates (AAffiliates@) are expressly prohibited from (and Operator expressly acknowledges and agrees that they are prohibited from) offering or further distributing their Unbundled Traditional Channel Inventory through any internet site or distribution system booking engine geared towards or made available to consumers (AConsumers). Without limiting the foregoing, Operator and its Affiliates may offer or further distribute their Traditional Channel inventory to other businesses (e.g. other tour operators or travel agents (ABusinesses@)), regardless of the mechanism used to offer or distribute such inventory. In the event such inventory is distributed to other Businesses over the Internet, all access to the Internet sites(s) shall be password protected and Consumers shall have no access thereto. Operator represents and warrants that neither it nor its Affiliates shall offer the Unbundled Traditional Channel Inventory to Consumers over the Internet. Operator further represents and warrants that it and its Affiliates shall adhere to any Internet Third Party Intermediary Certification Criteria standard set or to be set by Hotel. For purpose of this Agreement, Affiliates shall mean any entity at any time controlling, controlled by, under common control with or under contract with Operator.

**ADDITIONAL THIRD PARTY AND E CHANNEL DISTRIBUTION PROVISIONS:**

Rates herein are quoted on a confidential net, non-commissionable basis, and are not to be offered for re-sale to the public or through any publicly accessible distribution channels as Astand-alone@ rates. Additionally, if satellite, representation, public domain websites, or subsidiary offices will be offered the right to re-sell the confidential rates quoted in this agreement, then the following shall apply at Hotels sole discretion:

- (1) Hotel must be notified in advance so that it can approve or disapprove the specific distribution channel and determine whether the channel and marketing methods are consistent with Hotel standards and
- (2) all of the following requirements must be met for 3<sup>rd</sup> party public domain e-channel sales:
  - (a) Hotel must be notified in writing and agree to that distribution channel and its end-user rates;
  - (b) Operator will provide Hotel with an Inventory/rate control system via an extranet or directly through the Hotel's central reservations system that will allow the Hotel to change the rate dynamically to maintain rate parity with the Hotel's own distribution systems.
  - (c) Operator agrees to maintain the website rates as specifically directed by Hotel, which Hotel may change as frequently as it deems appropriate and at whatever rates it deems appropriate; or
  - (d) Operator agrees that any sale of the rates to such a distribution system shall require the distribution system to mark the rates up to rates approved by the Hotel.

In the event Company offers rooms to customers in violation of the above provision such that the rates provided to Operator herein are sold to the public or through any such distribution system discussed above without a control mechanism outlined in (a) through (d) above, Hotel reserves the right to immediately terminate all or any part of this Agreement. It shall not be a defense to this termination right that Operator was unaware of the method of distribution. Operator shall monitor its own distribution systems to see that they are in compliance with these provisions. Hotel shall also strictly monitor the origins of any rates sold to the public through any such distribution systems in order to determine if any violations occur.

**ASSIGNMENT:**

Operator may not assign any benefits arising under or associated in any way with this contract without prior written consent of Hotel. Operator may not sell, assign or convey the room nights, which are the subject of The contract to any other Operator, company or person(s), or place or advertise the rooms for sale on the Internet.





**FORCE MAJEURE:**

No damages shall be due for a failure of performance occurring due to Acts of God, War, government regulation riots, disaster, or strikes, any one of which make performance impossible. The Hotel shall have no liability for power disruptions of any kind.

**AUTHORITY:**

The persons signing the agreement on behalf of Hotel and Operator each warrant that they are authorized to make agreements and to bind their principals to this agreement.

**ACCEPTANCE:**

This Contract shall be deemed accepted only after it has been signed by a representative of the Operator and there after signed by a representative of the Hotel. Acceptance may be made by facsimile transmission and this contract may be executed in one or more counterparts, each of which when fully executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement.

This Contract shall be governed by and construed in accordance with the law of the State in which the Hotel is located. By executing this agreement, Operator consents to the exercise of personal jurisdiction over it by the courts of the State in which the Hotel is located. This Contract is the entire agreement between the parties, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications between the parties, and may only be supplemented or changed in writing, signed by a representative of the Operator and Hotel. No representative of the Hotel has been or is authorized to make any representation, which varies from the express terms of this contract, though this contract may be supplemented or amended in writing. Should any clause in this agreement be declared invalid, the effectiveness of the remaining clauses will not thereby be affected. In the event, of litigation arising from or associated with this contract, the parties agree that the prevailing party therein shall recover its attorneys' fees and costs incurred therein. Any legal action in connection with this agreement shall be brought or maintained only in the courts of the State and County in which the hotel is located. The terms of this agreement supersede the terms of any other agreement between the parties.

This Contract must be signed and returned to Hotel within thirty (30) days of receipt. The net rates and this Contract will not be valid unless and until countersigned by Hotel.

Both parties will treat the contents of this agreement as confidential.

Should all of the aforementioned meet with your approval, please sign and return one copy of this agreement to: [lhuffstutler@guesthousegraceland.com](mailto:lhuffstutler@guesthousegraceland.com)

A duplicate copy of this signed agreement form will be sent to you for your records.

On behalf of our Hotel, we thank you for your support and look forward to a mutually rewarding relationship.



**Wholesaler Contract AGREED AND ACCEPTED BY:**

**Ocean Holidays**

Simon Hilton  
Head of Product US

24th August 2016

Date

**The Guest House at Graceland**

Lori Huffstutler  
Group Sales Manager

Date

**The Guest House at Graceland**

Mike Pramshafer  
Vice President of Sales & Marketing

Date





## INVENTORY AND ACCOUNTING CONTACTS

In order to update our files and correspond with you correctly, please indicate the following contacts for your company:

Product Manager:

Simon Hilton

e-mail: simon.hilton@ocean-holidays.co.uk

Inventory Manager:

Aaron Batchlor

e-mail: stopsales@ocean-holidays.co.uk

Accounts Payable Contact:

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