



HOTEL:

ADDRESS:

CITY/STATE

EMAIL:

TELEFONO / FAX:

RAMADA GATEWAY

7470 W. IRLO BRONSON MEMORIAL
HIGHWAY

KISSIMMEE, FL. 34747

ramadareservations@ostarhotels.com

407 396-4400 FAX: 407 396-4320

WHOLESALER:

CONTACT:

ADDRESS:

CITY/ STATE:

EMAIL:

TELEPHONE / FAX:

OCEAN BEDS

SIMON HILTON

3204 ROLLING OAKS BLVD

KISSIMMEE, FLORIDA 34747

Simon.Hilton@Ocean-Holidays.co.uk

| 2017 RATES | STD INN ROOM PARKING VIEW | | | | | | |
|-------------------------|---------------------------|----------|---------|---------|-----------------|-----------|---------|
| PERIOD | SINGLE | DOUBLE | TRIPLE | QUAD | FORM OF PAYMENT | ALLOTMENT | CUT OFF |
| JANUARY 2 - FEBRUARY 9 | \$ 32.00 | \$ 32.00 | \$32.00 | \$32.00 | DIRECT BILL | FREE SELL | 3 DAYS |
| FEBRUARY10 - APRIL 7 | \$ 40.00 | \$ 40.00 | \$40.00 | \$40.00 | DIRECT BILL | FREE SELL | 14 DAYS |
| APRIL 8 - APRIL 22 | \$ 55.00 | \$ 55.00 | \$55.00 | \$55.00 | DIRECT BILL | FREE SELL | 14 DAYS |
| APRIL 23 - JUNE 15 | \$ 30.00 | \$ 30.00 | \$30.00 | \$30.00 | DIRECT BILL | FREE SELL | 3 DAYS |
| JUNE 16 - AUGUST 10 | \$ 38.00 | \$ 38.00 | \$38.00 | \$38.00 | DIRECT BILL | FREE SELL | 14 DAYS |
| AUGUST 11 - DECEMBER 21 | \$ 30.00 | \$ 30.00 | \$30.00 | \$30.00 | DIRECT BILL | FREE SELL | 3 DAYS |
| DECEMBER 22 - JANUARY 3 | \$ 55.00 | \$ 55.00 | \$55.00 | \$55.00 | DIRECT BILL | FREE SELL | 14 DAYS |

TAXES AND FEE: 17% NOT INCLUDED

FIT NET RATE ARE IN USD

| 2017 RATES | STD INN ROOM POOL VIEW/ GARDEN VIEW | | | | | | |
|--------------------------------|-------------------------------------|----------|---------|---------|-----------------|-----------|---------|
| PERIOD | SINGLE | DOUBLE | TRIPLE | QUAD | FORM OF PAYMENT | ALLOTMENT | CUT OFF |
| JANUARY 2 - FEBRUARY 9 | \$ 37.00 | \$ 37.00 | \$37.00 | \$37.00 | DIRECT BILL | FREE SELL | 3 DAYS |
| FEBRUARY 10 - APRIL 7 | \$ 45.00 | \$ 45.00 | \$45.00 | \$45.00 | DIRECT BILL | FREE SELL | 14 DAYS |
| APRIL 7 - APRIL 22 (Easter) | \$ 60.00 | \$ 60.00 | \$60.00 | \$60.00 | DIRECT BILL | FREE SELL | 14 DAYS |
| APRIL 23 - JUNE 15 | \$ 35.00 | \$ 35.00 | \$35.00 | \$35.00 | DIRECT BILL | FREE SELL | 3 DAYS |
| JUNE 16 - AUGUST 10 | \$ 43.00 | \$ 43.00 | \$43.00 | \$43.00 | DIRECT BILL | FREE SELL | 14 DAYS |
| AUGUST 11 - DECEMBER 21 | \$ 35.00 | \$ 35.00 | \$35.00 | \$35.00 | DIRECT BILL | FREE SELL | 3 DAYS |
| DECEMBER 22 - JANUARY 3 (Chris | \$ 60.00 | \$ 60.00 | \$60.00 | \$60.00 | DIRECT BILL | FREE SELL | 14 DAYS |

TAXES AND FEE: 17% NOT INCLUDED

FIT NET RATE ARE IN USD

| 2017 RATES | DELUXE TOWER ROOM | | | | | | |
|--------------------------------|-------------------|----------|---------|---------|-----------------|-----------|---------|
| PERIOD | SINGLE | DOUBLE | TRIPLE | QUAD | FORM OF PAYMENT | ALLOTMENT | CUT OFF |
| JANUARY 2 - FEBRUARY 9 | \$ 47.00 | \$ 47.00 | \$47.00 | \$47.00 | DIRECT BILL | FREE SELL | 3 DAYS |
| FEBRUARY 10 - APRIL 7 | \$ 55.00 | \$ 55.00 | \$55.00 | \$55.00 | DIRECT BILL | FREE SELL | 14 DAYS |
| APRIL 7 - APRIL 22 (Easter) | \$ 70.00 | \$ 70.00 | \$70.00 | \$70.00 | DIRECT BILL | FREE SELL | 14 DAYS |
| APRIL 23 - JUNE 15 | \$ 45.00 | \$ 45.00 | \$45.00 | \$45.00 | DIRECT BILL | FREE SELL | 3 DAYS |
| JUNE 16 - AUGUST 10 | \$ 53.00 | \$ 53.00 | \$53.00 | \$53.00 | DIRECT BILL | FREE SELL | 14 DAYS |
| AUGUST 11 - DECEMBER 21 | \$ 45.00 | \$ 45.00 | \$45.00 | \$45.00 | DIRECT BILL | FREE SELL | 3 DAYS |
| DECEMBER 22 - JANUARY 3 (Chris | \$ 70.00 | \$ 70.00 | \$70.00 | \$70.00 | DIRECT BILL | FREE SELL | 14 DAYS |

TAXES AND FEES: 17% NOT INCLUDED ** NO FOOD OR BEVERAGE INCLUDED IN ABOVE RATE

FIT NET RATES ARE IN USD **A MINIMUM OF 400 ROOM NIGHTS MUST BE PRODUCED DURING THE DURATION OF THIS CONTRACT

OR HOTEL HAS THE RIGHT TO REFUSE FOLLOWING YEARS RENEWAL.

**B2B rates that are offered are not to be sold on B2C channels whatsoever, (Even with a markup).

Minimum Age to Rent a Room/Unit is 21 Years of Age *****NO MINIMUM LENGTH OF STAY APPLIES TO RATES*****

| | |
|----------------------------|--|
| NET SUPPLEMENTAL BREAKFAST | |
| BUFFET: \$10.50 PP | |
| INCLUSIVE TAX/GRATUITY | |

COMPLIMENTARY SCHEDULED SHUTTLE TO WALT DISNEY WORLD RESORTS , SEAWORLD , UNIVERSAL STUDIOS AND LAKE BUENA VISTA OUTLET.

COMPLIMENTARY WIFI INTERNET THROUGHOUT THE PROPERTY

CHILDREN 9 AND UNDER EAT FREE WITH PAYING ADULT

SMOKEHOUSE GRILL RESTAURANT- OPEN FOR BREAKFAST AND DINNER DAILY

ANDY'S PIZZA AND DELI- OPEN DAILY FOR BREAKFAST, LUNCH & DINNER (ALSO OFFERING GRAB & GO SNACKS)

MULLIGAN'S SPORTS BAR- LOCATED IN LOBBY AREA- OPEN FROM 5PM-11PM SUNDAY THROUGH THURSDAY. FRI & SAT. TILL MIDNIGHT.

MANAGERS RECEPTION - MONDAY THROUGH THURSDAY 5 PM-6 PM- OFFERING COMPLIMENTARY DRAFT BEER AND WINE

ALL ROOMS INCLUDE MINI REFRIGERATOR, IRON & IRONING BOARD, COFFEE MAKERS, HAIR DRYER, CABLE TV & CLOCK RADIO

GRATUITY ONLY APPLIES TO GROUPS

PORTERAGE- \$4.00 PER PERSON ROUNDRIP (OPTIONAL)

MAID SERVICE \$2.00 PER DAY (OPTIONAL)

OCCUPANCY

MAXIMUM OF 4 ADULTS OR 2 ADULTS AND 3 MINORS UNDER THE AGE 9 WITHOUT ADDITIONAL CHARGES

ROLLAWAY BEDS ARE \$10.00 PLUS TAX - REQUEST BASIS ONLY. CRIBS COMPLIMENTARY

NO SHOW :

RESERVATIONS THAT ARE NOT CANCELLED BEFORE 48 HOURS PRIOR TO ARRIVAL WILL BE CHARGED 1 NIGHT PLUS TAX TO WHOLESALER

OF THE NET RATE FOR THIS AGREEMENT

CANCELLATIONS/MODIFICATIONS

WE WILL ACCEPT CANCELLATIONS AND MODIFICATIONS GIVEN FROM THE WHOLESALER - NOT FROM THE GUEST-

BEFORE 48 HOURS PRIOR TO ARRIVAL

HOURS

CHECK IN 16:00 HRS. / CHECK OUT 11:00 HRS.

PAYMENT INFORMATION:

Full Payment (Room & all applicable taxes) must be received seven-days (7) prior to reservation's arrival unless Wholesaler has been approved for Direct Billing. If you have received your invoice at the address indicated above, unless otherwise stated in writing. Wholesaler must make payment to Hotel within thirty-days (30) from receipt of Hotel's invoice. In the event that an invoice is not received, your account may be subject to be placed on a prepaid program status. Wholesaler will remain on prepaid program status until such time as Hotel has restored your direct billing to be settled between Hotel's Accounting Department and Wholesaler. All undisputed portions of such invoice will be paid immediately and without delay.

SALES & MARKETING:

Hotel agrees that Wholesaler can use the Hotel name solely in connection with booking reservations and promoting the Hotel pursuant to this Agreement; provided, however, that Wholesaler shall not use the Hotel name in any advertising or other promotional materials developed, placed or used by Wholesaler to promote the Hotel, all materials displaying in any way will be submitted to Hotel for prior written approval. Wholesaler agrees not to use for any purposes other than as provided pursuant to the Agreement. Wholesaler agrees to change the manner in which Wholesaler uses the Hotel name upon receipt of written notice from Hotels that the use of Marks or rendering of the services pursuant to the Agreement do not meet Hotel's standard of quality. Wholesaler agrees to indemnify and hold harmless Hotel from and against all claims, damages, losses, costs and expenses, including reasonable attorneys' fees, incurred by Wholesaler and all goodwill developed therefrom will inure to the benefit of and be on behalf of Hotel, and that nothing in this Agreement will give Wholesaler any right, title, interest or ownership in or to the Hotel name or any part thereof upon expiration or termination of this Agreement. Wholesaler agrees immediately to discontinue all use of the Hotel name and any terms confusingly similar thereto.

- a. **Internet Keyword Marketing:** Wholesaler shall not purchase placement rights for any Ramada or Ramada Gateway service mark or trademark, or any other mark or trademark of Ramada or Ramada Gateway mark or trademark in any manner of its advertising, including but not limited to internet and web advertising, or any other use of the Hotel and Brand.
- b. **Brand Loyalty Marketing:** Wholesaler shall not target, solicit, or otherwise exploit any data to seek or offer business from Ramada or Ramada Gateway customers (i.e., customer expressing a preference to Ramada or Ramada Gateway brand)
- c. Net rates in this agreement are unpublished and are to be "bundled" with other components (e.g. car rental, tour package, airfare, etc.). Wholesaler shall not offer or sold alone on B-C channels selling "Room Only" where this rate is exposed and creates rate parity with other partner agreements. Violation of this provision shall be viewed as a breach of this agreement and will be subject to any and all penalties imposed by Hotel and for incident.
- d. **Predatory Advertising:** Wholesaler shall not use any predatory advertising methods designed to generate traffic from websites for which Wholesaler is not the owner for the online promotion of their products or services. Wholesaler shall prohibit all websites within its control from utilizing predatory advertising. A predatory advertising method is an advertising method that creates or overlays links or banners on websites, spawns browser windows, or otherwise generates traffic from a website without that website owner's knowledge, permission or participation.
- e. **Onward Distribution:** Unpublished Rates are offered by Hotel expressly and solely for Wholesaler use, on Wholesaler's site. The offer of such rates shall not be made to any other Rates or any other data or information provided by Hotel hereunder

COMPLIANCE WITH LAWS: Company will comply with all applicable foreign and domestic laws, codes, regulations, ordinances and rules with respect to your obligations under this Agreement provided by you hereunder, including but not limited to any laws and regulations governing package and tour travel operators/organizers. You represent, warrant and agree that you will comply with the term of this Agreement, in compliance with all applicable local, state, federal regulations or laws, including but not limited to, all provisions of the Patriot Act and regulations of the Department of Homeland Security and the Office of Foreign Assets Control in the U.S. Department of the Treasury.

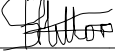
INDEMNIFICATION: To the extent permitted by law, Company agrees to protect, indemnify, defend and hold harmless the hotel and the owner of the hotel, and each of their representatives, from all claims, losses or damages to persons or property, governmental charges or fines, and costs including reasonable attorneys' fees arising out of or connected with the provision of services at the use of hotel's premises hereunder and your provision of services except to the extent that such claims arise out of the negligence or willful misconduct of the hotel, or its employees or agents acting in their authority. You further agree to obtain and keep in force General Liability Insurance covering your contractual obligations hereunder with limits of not less than \$1,000,000 per occurrence and proof of insurance.

DISPUTE RESOLUTION: The parties agree that any dispute in any way arising out of or relating to this Agreement will be resolved by arbitration before JAMS/ENDISUTE or in the state or city in which the Hotel is located or the closest available location; provided, however, a dispute relating to infringement of intellectual property rights shall not be subject to arbitration. The parties agree that in any arbitration proceeding they may conduct reasonable discovery pursuant to the arbitration rules, that the law of the state in which the Hotel is located is will be the law that will be enforceable in state or federal court.

ATTORNEYS' FEES: The parties agree that in the event that any dispute arises in any way relating to this Agreement, the prevailing party in any arbitration or court proceeding shall be entitled to reasonable attorney's fees, costs and pre and post judgment interest. **NON-ASSIGNMENT:** Neither party may assign this Agreement or any part hereof to any third party without the prior written consent of the other party, except that Hotel may assign this Agreement to a new owner and /or manager of the Hotel.

ACCEPTED BY:

PRINT NAME: Simon Hilton

SIGNATURE: 

TITLE: Head of Product USA

DATE: 22nd September 2016

HOTEL REPRESENTATIVE:

PRINT NAME: LORI HAMRIC-MILLER

SIGNATURE: _____

TITLE: _____

DATE: _____

CONTACT INFORMATION FOR STOP SELL:

NAME: Aaron Batchelor

EMAIL ADDRESS: stopsales@ocean-holidays.co.uk

WHOLESALE PAYMENT TO HOTEL

PLEASE SEND PAYMENT TO: RAMADA GATEWAY HOTEL
7470 WEST IRLO BRONSON MEMORIAL HWY
ATTN: ACCOUNTS RECEIVABLE
KISSIMMEE , FL 34747

WIRE TRANSFER

BANK JP MORGAN CHASE
ACCOUNT 954310116
ROUTING: 267084131
ACCOUNT NAME 7470 HIGHWAY 530 LLC EJECUTIVO