

# MORGANS HOTEL GROUP

Tuesday, September 20, 2016

Simon Hilton  
Head of Product USA  
simon.hilton@Oceanholidays.co.uk  
+44 203 8238 9825

Dear Simon,

We are delighted to provide Ocean Holidays (hereafter "The Client") with the 2017-2018 Net Wholesale F.I.T. Letter of Agreement for **Delano South Beach**.

Please review the attached and kindly **return a signed copy within 10 days of receipt** or all conditions **will be considered null & void**. If you need additional time please feel free to contact me.

We thank you for your support of DELANO SOUTH BEACH and look forward to a mutually rewarding 2017/18!

Best regards,

Melanie Latham  
Regional Director of Leisure Sales, Eastern Region  
Melanie.latham@mhgc.com  
DELANO SOUTH BEACH, Morgans Hotel Group

# MORGANS HOTEL GROUP

# MORGANS HOTEL GROUP

## **DELANO SOUTH BEACH**

1685 Collins Ave, Miami Beach, FL 33139  
Tel +305 672 2000

### **2017/2018 CONFIDENTIAL NET RATES**

Weekday Rates: Sunday through Thursday

	<b>City View King</b>	<b>Partial Ocean View King</b>	<b>Oceanfront King</b>
<b>May 1, 2017 – September 30, 2017</b>	\$239	\$329	\$459
<b>October 1, 2017 – December 31, 2017</b>	\$279	\$369	\$499
<b>January 1, 2018 – April 30, 2018</b>	\$389	\$509	\$709

### **2017/2018 CONFIDENTIAL NET RATES**

Weekend Rates: Friday and Saturday

	<b>City View King</b>	<b>Partial Ocean View King</b>	<b>Oceanfront King</b>
<b>May 1, 2017 – September 30, 2017</b>	\$269	\$359	\$489
<b>October 1, 2017 – December 31, 2017</b>	\$309	\$399	\$529
<b>January 1, 2018 – April 30, 2018</b>	\$419	\$539	\$739

Note:

- ✓ FIT rates quoted are for single/double occupancy. FIT rates are subject to current state and local taxes (subject to change).
- ✓ Rates and conditions will be valid only if Delano South Beach is featured in your official program, hotel directories, newsletters and internal communications.
- ✓ Rates will be valid only with a signed agreement from both parties.

### **PROMOTIONAL OFFERS**

**Early Booking Offer/Non Refundable:-** Applicable to all reservations made **60** days or more before day of arrival.

Stay dates: May 1st, 2017 – April 30th, 2018

- May 1st, 2017 - December 31st, 2017 -- 10% OFF
- January 1st, 2018 - April 30th, 2018 -- 15%OFF

Conditions:

- Non Cancelable, Non Refundable
- No date change or name change allowed
- Subject to contracted black-out dates
- Subject to Stop Sell
- Applicable to contracted room types only
- Please code reservations: **EBO/NON REF**
- Offer can be combined with the breakfast offer only - *this offer cannot be combined with the following 4 Night Minimum Length of Stay Offer.*

# MORGANS HOTEL GROUP

**4 Night Minimum Length of Stay Offer:-** For reservations of 4 nights or longer there is a reduction of 25% off room rate, for contracted room categories only.

- May 1, 2017 - April 30, 2018
- Please code reservations: **4MLOS25%**
- Subject to Stop Sell

**Breakfast Offer:-**

Complimentary Continental Breakfast for 2 pax daily from 1 May, 2017 – 31 October, 2017. Adult daily rate applies for children of 12 years and above and for third and fourth adult where applicable. Breakfast offer is combinable with EBO/NON Ref offer or 4MLOS25%.

Note:

- ✓ Net wholesale rates are subject to change.
- ✓ Rates and conditions will be valid only if Delano South Beach is featured in your official program and/or tariff sheet or online.
- ✓ 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 are received.

**BLACK OUT DATES:**

Black-out dates are subject to change. The hotel has the option to review and update Special Event, Convention and Black Out dates and advise the Operator in writing. Upon receiving the written revised availability from the hotel, you have 24 hours to close your reservation system over the revised dates and submit Operator confirmed reservations to the hotel. Should the hotel's written revised availability be issued after 12:00 noon Friday, the Operator will have until 12:00 noon on the following Monday to close its reservation system and submit Operator confirmed reservations to the hotel.

**2017**

- Boat Show - Feb 16 - 20, 2017
- Wine and Food Festival - Feb 22 – 26, 2017
- Music week/Ultra Music - March 21, 22, 23, 24, 25, 26, 2017
- Art Basel - dates to be determined, *please note a 30 day cancellation policy applies*
- New Year – December 28<sup>th</sup> - 31<sup>st</sup>, 2017 – January 1<sup>st</sup> 2018, *please note a 30 day cancellation policy applies*

**2018**

- January 1<sup>st</sup> 2018 (from December 28<sup>th</sup> - 31<sup>st</sup>, 2017) *please note a 30 day cancellation policy applies*
- Boat Show - February 15<sup>th</sup> - 19<sup>th</sup>, 2018
- Wine and Food Festival - February 21<sup>st</sup> - 25<sup>th</sup>, 2018

Note:

- ✓ Additional 2017/18 Blackout dates to be determined.

**INCIDENTAL CHARGES:**

Please be aware that each individual guest will be responsible for incidental charges to be paid upon departure. To guarantee those charges, we require a credit card at time of check-in. An authorization for the amount of \$150 per day will be assessed for incidentals. We will be unable to register any guest that is not able to provide sufficient credit to cover their charges upon arrival.

# MORGANS HOTEL GROUP

## I. GENERAL CONDITIONS

- These rates are quoted in U.S. dollars, and are subject to accommodations tax and resort fee, currently at 14% plus \$35+ tax daily. Please note tax is subject to change. In the unlikely event that the current tax percentages should change during the term of this agreement, the new tax base will be effective upon receipt of an official notice. This new tax rate will be applicable to all invoices for accommodations used once the new tax is implemented.
- Above net wholesale rates are non-commissionable.
- Rates quoted apply to single or double occupancy (1 or 2 people in room).
- Children under the age of 21 years must be accompanied by an adult.
- Check in time is after 4:00 pm and check out time is 12:00 noon.
- We discourage any premium charges that surpass our published rates. Guestrooms rate that is greater than our published rates, Delano South Beach will not be responsible for any disputed charges or refunds demanded from a client. Net rates are not valid when combined with any other programs or special offers.

## II. ADDITIONAL ACCOMODATION CHARGES

1. Rollaway beds are provided on request subject to availability at a cost of \$50 per night. Rollaway beds are not available for all room types please see capacity chart below. Fire safety codes do not permit rollaway service in any of the guest rooms with two double beds.
2. Cribs are complimentary and should be requested prior to arrival.
3. High Speed Internet Access for 24 hours for (3) devices is included in the resort fees.
4. Continental Breakfast Voucher: \$30 per person, per day inclusive of taxes
5. Overnight Valet Parking: \$37 per day.
6. Resort fee: \$35 plus taxes per room per night.

### Maximum Room Capacity:

City View King:	2 adults
Partial Ocean View King:	2 adults + 1 in rollaway bed
Ocean Front King:	2 adults + 1 in rollaway bed

## III. SPECIAL ACCOMMODATIONS REQUESTS

1. The following are all available on Request Basis for our guests:
  - ✓ Double/Double bedding.
  - ✓ Adjoining or connecting rooms
  - ✓ ADA compliant rooms
2. It is very important to the Hotel to receive as much information as possible to be able to comply with your guests special requests. Should your guest have a special accommodations request, please forward the request with reasonable notice directly to the Hotel before confirming it to your guest. DELANO SOUTH BEACH will not guarantee any of the above special requests, unless they have been previously confirmed in writing by one of our reservations agents.
3. All non-contracted room types including suites and bungalows are on request basis only and The Client will benefit from 20% discount off our on-line flexible rate for all non-contracted room types. NON Refundable rates are also available on request. Discount varies over black-out dates.

## MORGANS HOTEL GROUP

4. Connecting Rooms: the hotel has a very limited number of connecting rooms and these cannot be guaranteed at the time of reservation and will be subject to availability at the time of arrival. The connecting room types are Ocean View Double Double to City View King, City View King connected to City View King, City View King connected to Loft Suite and Loft Suite connected to Penthouse.
5. It is the responsibility of The Hotel to inform The Client if the special accommodations request cannot be confirmed due to prior commitments.

### IV. RESERVATIONS PROCESS

1. Reservation requests must be made by email or facsimile directly with Delano South Beach. Please direct all calls, inquiries, and correspondence to the following:

Email: mhg\_ota\_delanosb@zpacs.com

Facsimile: +1 855 818 9325

2. Reservations are to include: hotel name, company name, guest's full first and last name, children's names/ages where applicable; arrival and departure dates; room category and rate. We ask that you cancel each booking and request a new reservation, subject to availability.
3. Cancellation notices must be emailed directly to Delano South Beach at mhg\_ota\_delanosb@zpacs.com or faxed to: +1 855 818 9325
4. All guests must present reservation confirmation details at check-in, specifying hotel name, guest's name, arrival and departure date, and room category reserved.

#### **Free Sell & Report:**

1. All reservations will be reported on a daily or weekly basis directly to the hotel.
2. The same below cut off dates apply to free sell.
3. Groups of 10 rooms or more may not be booked from free sell and must be requested separately.
4. A rooming list of all reservations will be reported to the hotel on or before the cut-off date.
5. Free sell is also subject to close out dates.
6. Any bookings received after the cut-off dates listed below will be on a space available basis and may not be confirmed to the guest unless Wholesaler has received written confirmation from Delano South Beach.

### VI. CUT-OFF DATES

May 1st, 2017 – November 30th, 2017	Cut-off date will be 3 days prior to arrival
December 1st, 2017 – April 30th, 2018	Cut-off date will be 7 days prior to arrival
Black-out dates are subject to different cut off period	

### VII. STOP SELLS, CANCELLATION AND NO-SHOWS

1. **Stop Sells:** Upon receiving the written revised availability from the hotel, The Client has 24 hours to close its reservation system over the revised dates and submit Operator confirmed reservations to the hotel. Should the hotel's written revised availability be issued after 12:00 noon Friday, the Operator will have until 12:00 noon on the following Monday to close its reservation system and submit Operator confirmed reservations to the hotel.

## MORGANS HOTEL GROUP

May 1st, 2017 – November 30th, 2017	Forfeit of three (3) nights' accommodation charge and tax if cancellation notice is received less than three (3) days prior to arrival.
December 1st, 2017 – April 30 <sup>th</sup> , 2018	Forfeit of three (3) nights' accommodation charge and tax if cancellation notice is received less than seven (7) days prior to arrival.

2. **Cancellation:** The above policy will be applied to all cancellations and no-shows of Delano South Beach. To avoid penalties all cancellations must be properly documented and confirmed by our reservations department. All reservations will be guaranteed for late arrival. Reservations not cancelled in time will be subject to the forfeits above.
3. **No-Show Fees:** No-shows will be charged for lost revenue at the contracted net rate per forfeits listed above (separate conditions apply for group reservations). To avoid a no-show charge at Delano South Beach cancellation number needs to be provided.
4. **Black-out dates:** Special cancellation policy may apply.
5. Should a refund of any service be issued by the Hotel, the Hotel will refund the amount received and will not be responsible for any exchange rate variation or bank fees.

### VIII. PAYMENT AND BILLING

#### PREPAYMENT:

In order for reservations to be guaranteed, balance of full payment covering room and tax charges is due:

1. Three (3) days prior to arrival for reservations May 1st, 2017 – November 30th, 2017.
2. Seven (7) days prior to arrival for reservations December 1st, 2017 – April 30th, 2018.
3. If prepayment is not received as outlined above, the reservation will be canceled.
4. Acceptable forms of payment are all major credit cards in U.S. dollars.

#### DIRECT BILLING:

1. Delano South Beach will bill on the full value of the Voucher/Rooming List, for which payment is due and payable thirty (30) days after tender of statement.
2. In the event that said payments are not paid when due, Delano South Beach reserves the right to cancel this agreement with full payment required prior to check-in.
3. Acceptable forms of payment are all major credit cards and checks in U.S. dollars.
4. Direct Billing must be approved and confirmed by Delano South Beach's accounting department in order to be applicable.

Please forward all payments to the **Accounts Payable Department:**

John Colon, Accounts Payable  
Delano South Beach  
1685 Collins Ave  
Miami Beach, FL 33139

Email: john.colon@mhgc.com  
Tel: +1 305 672 2000

### IX. DESCRIPTION OF ACCOMMODATIONS

**Delano South Beach**

# MORGANS HOTEL GROUP

Located in the heart of South Beach and directly on the ocean, Delano South Beach is the ultimate world-class urban resort and self-contained destination. It is a cool haven of relaxation in the middle of one of the world's most vibrant cities. Boasting America's first Indoor/Outdoor lobby includes The Rose Bar, Six different Indoor and Outdoor Food and Beverage Areas including the renowned "Bianca" Restaurant. With its soaring and unforgettable beautiful Lobby, legendary white-on-white Guestrooms, lushly landscaped Orchard, breathtaking Pool, renowned Agua Spa and stunning Beach Club, Delano South Beach epitomizes Stylish Chic for a modern world.

## ***Room Description***

Playful and elegant, this serene oasis offers a fresh interpretation of "barefoot chic." Philippe Starck's original white-on-white design has been enhanced and updated by Tim Andreas of Banjo with rich textures, ethereal accents and a subtly expanded color palette. Moss-colored Connemara marble, an oversized Monstera plant and the apple-green-edged rug add lush and organic accents to the refreshing ambiance. Luxuriate in down bedding, a rainfall shower and sumptuous MALIN+GOETZ bath amenities.

## ***In-room Features***

350 sqft/32.52 sqm City, Ocean View or Ocean Front Guest Room with Rainfall Shower, MALIN + GOETZ Products, King bed, Flat Screen HD TV, Work Space/Desk, Complimentary Wifi, 24 Hour Room Service, In Room Spa Services

### *Hotel Address:*

1685 Collins Ave, Miami Beach, FL 33139  
Tel +1 305 672 2000

## **X. POLICIES**

- No signage of any kind or courtesy desk is permitted in a Hotel's lobby or public areas, without prior written approval from Hotel.
- Tour Operator/Wholesaler is expressly prohibited from offering or further distributing its traditional channel inventory through any consumer-facing distribution system or Internet.
- We discourage any premium charges that surpass our published rates. For any Guestroom rate that is greater than our published rates, Delano South Beach will not be responsible for any disputed charges or refunds demanded from a guest. Net rates are not valid when combined with any other programs or special offers.
- The Client and its affiliates agree they will not bid on Morgans Hotel Group brand name keywords, hotel names and/or permutations thereof. MHG considers that copyright violation and reserves the right to terminate this agreement immediately. This would include any pay-per click advertising on same.
- Cyber-Squatting: The Client agrees not to register any domain names which might be construed by the user as belonging to or associated with Morgans Hotel Group or its affiliates, nor will they supply inventory through any affiliate network to any persons operating a domain or URL of same. Should MHG determine that any non-approved URL or portal is gaining access to MHG room inventory through The Client's program, The Client will immediately, at MHG's request, assist in the cease and desist process.
- The Client agrees not to engage in any marketing to MHG hotels or Morgans Hotel Group customers, such as pop under/over ads and retargeting campaigns to users of MHG's website or any user of the Worldwide Web who is ***specifically*** searching for Morgans Hotel Group of any of our properties.



## MORGANS HOTEL GROUP

- The Client agrees to monitor the activity of its affiliates, insuring that they are conducting business in a manner which is consistent with general accepted business practices and The Client's affiliate code of conduct. The Client agrees to discontinue its association with affiliates that engage in predatory behavior (bidding on MHG keyword, misrepresenting their relationship with MHG, etc.)
- MHG reserves the right to refuse confirmed arrivals and to stop accepting reservations anytime an invoice reaches 60-days past due, even if the said invoice is in dispute.
- Hotel hereby grants to The Client and its affiliates a limited, non-transferrable, nonexclusive license to use the trademarks, service logos, and trade names of MHG's hotels only solely for the purpose of promoting MHG's hotel to The Client's customer base. MHG hereby represents and warrants that it has the full and exclusive right to grant and otherwise permit The Client and its affiliates to use the Marks as set forth in this Agreement, and that they are aware of no conflicting third party rights. Except as set forth in this Agreement, the right to license and use the Marks shall remain exclusively with MHG and the Hotel, and neither The Client nor its affiliates shall have any right to grant sublicenses. The Client and its affiliates shall use the Marks in conformance with any MHG or Hotel trademark and logo usage guidelines that MHG or hotel provide to The Client or its Affiliates in writing from time to time. Other than the rights specifically granted herein, no right, title or interest in MHG's hotel Marks are transferred to The Client or its Affiliates. Neither The Client nor its Affiliates shall take any action inconsistent with MHG's ownership of its Marks, and any benefits accruing from use of such Marks shall automatically vest in MHG, as applicable. Neither The Client nor its Affiliates shall form any combination marks with Marks.
- MHG hereby grants to The Client and its Affiliates a limited, nontransferable, nonexclusive license to use the images and copyrights (including photographs) of MHG's Hotels provided by MHG or Hotel (collectively, the "Images") solely for the purpose of promoting MHG's Hotels through any of The Client's sites. Any additional advertising or marketing to be performed for MHG's hotels shall be governed by The Client's then standard marketing terms and conditions. MHG and Hotel hereby represent and warrant that they have the full and exclusive right to grant or otherwise permit The Client and its Affiliates to use the images as set forth in this Agreement, and that they are aware of no conflicting third party rights. Except as set forth in this Agreement, the right to license and use the Image shall remain exclusively with MHG and Hotel, and neither The Client nor its Affiliates shall have any right to grant sublicenses.
- Neither party shall make disparaging comments, whether written or verbal, about the other party, its products or services, or its method of doing business. Neither party shall, in its public statements and communications, make comments, statements, or references that specifically disparage, tarnish, blur, or dilute the other party's proprietary trademarks, service, marks, logos, trade names, or DBAs of the other party.
- The Client will not repackage MHG's wholesale allotment/inventory for distribution through The Client's owned or affiliated distribution channels.
- The Client will not onwardly distribute MHG's inventory to a meta-search engine (defined as a search engine that queries other search engines and then combines searched results.)
- Unpublished Rates are offered by Hotel expressly and solely for Providers use, on Providers Site. The offering or distribution of Unpublished rates or any other data or information provided by Hotel hereunder, through any Internet site or global distribution system booking site, except for Providers site, is expressly forbidden, except as Provider shall notify Hotel and Hotel shall approve such re-distribution in advance in writing, or unless they are offered exclusively B2B or are available only through a password-protected website. Breach of this Section 8 shall be a material breach of this Agreement.
- Unpublished rates are not offered by Hotel for distribution online. This Agreement may be terminated immediately in the event such rates are made available online, unless such Unpublished Rates are bundled, or are offered exclusively B2B, or are available only through a password

## MORGANS HOTEL GROUP

protected web site. Publicly available online rates may be published only after entering into a separate online distribution agreement with MHG.

- Provider is aware of the MHG Best Price Guarantee and its terms. Provider agrees that in any jurisdiction in which the Hotel is lawfully entitled to establish minimum resale prices, the Hotel will be able to exercise those rights. In all other situations, Provider understands that the Hotel may, if it so chooses, elect to cease dealings with Providers who create liability for the Hotel under the Best Price Guarantee, and that in such event, corrective action or restoration of the relationship cannot be, and will not be, the subject of discussion or agreement between Provider, the Hotel, or MHG.

### **RESPONSIBILITY OF PARTIES:**

#### **INDEMNIFICATION:**

MHG and THE HOTEL shall, at their expense and at THE CLIENT's request, hold harmless, indemnify and defend THE CLIENT, any Affiliate, or any of their directors, employees, or agents, against any third-party claim or action brought against any of them, arising from or relating to MHG's or THE HOTEL's accommodations or services or MHG's or THE HOTEL's breach of this Agreement.

THE CLIENT shall, at its expense and MHG's or THE HOTEL's request, as applicable, hold harmless, indemnify and defend MHG and THE HOTEL against any third-party claim or action brought against the MHG, THE HOTEL, any of their affiliates, or any of their directors, employees, or agents, relating to (i) the booking of reservations through THE CLIENT's Systems, or (ii) any breach of this Agreement by THE CLIENT. The indemnified party must promptly notify the indemnifying party in writing of a claim for which the indemnified party is seeking indemnification ("Indemnification Claim"); the failure to give prompt notice shall not relieve the indemnifying party of its obligations except to the extent that the indemnifying party is damaged as a result. At all times, the indemnifying party shall have sole control over the defense and settlement of an Indemnification Claim. Any indemnified party has the right, but not the duty, to participate in the defense and/or settlement of any Indemnification Claim with counsel of its own choosing and at its own expense, provided that the indemnified party and its counsel cooperate with and follow the direction of the indemnifying party in the defense of such Indemnification Claim.

#### **TERMINATION:**

This Agreement may be terminated by either party should the other party breach any of the terms and conditions stated in this Agreement. Termination notice will be received in writing. The breaching Party will have up to ten (10) business days to cure a breach.

Both parties reserve the right to recoupment and offset for any amounts owed by either party under this Agreement or any other agreement between MHG, THE HOTEL and THE CLIENT or any Affiliate. Upon written notice, a party may terminate this Agreement immediately if any other party ceases to do business, becomes insolvent, or is subject to bankruptcy or insolvency proceedings, whether actual or reasonably believed to be imminent. If reasonable grounds for insecurity arise about a party's performance of this Agreement, then any other party may demand written adequate assurance of due performance. Until the requesting party receives such assurance in writing, it may suspend its performance of this Agreement. If the written assurance is not received within five (5) days after its request, or within such other reasonable period of time as a requesting party may designate, then the failure to furnish such assurance constitutes a material breach of this Agreement, and the requesting party may terminate this Agreement.

#### **LIMITATION OF LIABILITY:**

Except as expressly set forth in this agreement, neither party makes any warranties, expressed or implied. Except for the indemnification obligations set forth in this agreement, neither party shall be liable for consequential, or indirect loss of any kind, even if the other party has been advised of the possibility of such loss occurring.

#### **CONFIDENTIALITY:**

## MORGANS HOTEL GROUP

Without the express written consent of the disclosing party, no party shall disclose or allow the disclosure to any third party, or use other than as specifically permitted in this Agreement, any confidential, proprietary or trade secret information of such disclosing party. A party shall not be liable for the disclosure of any confidential, proprietary or trade secret information if such information (i) becomes publicly available without the receiving party's breach of any obligation owed to the disclosing party, (ii) became known to receiving party prior to disclosing party's disclosure of such information, (iii) became known to receiving party from a source other than disclosing party where such source did not breach an obligation of confidentiality owed to disclosing party, or (iv) is independently developed by the receiving party. If THE CLIENT provides MHG or THE HOTEL access to an extranet, MHG and THE HOTEL shall (a) allow access to such extranet only to its employees who have a legitimate need for such access and to Authorized Third Parties for the sole purpose of fulfilling MHG's or THE HOTEL's obligations under this Agreement, (b) inform THE CLIENT in writing of all employees with access to such extranet, including any changes to such employees, (c) keep confidential, and require MHG's or THE HOTEL's employees and Authorized Third Parties to keep confidential, all passwords and other security measures necessary to access such extranet, and report any unauthorized access to such extranet, and (d) prevent the use of any automated scripts or software to repetitively query the extranet to gather information. MHG or THE HOTEL, as applicable, is responsible for the use of the extranet by anyone using the MHG's or THE HOTEL's password or other access permissions. Any direct connect functionality implemented for MHG or THE HOTEL(s) shall be governed by THE CLIENT's then-standard direct connect terms and conditions. "Authorized Third Parties" means a third party hired by MHG or THE HOTEL under a written contract, and approved by THE CLIENT in writing, to access THE CLIENT's extranet and perform online rate and room management services.

### **FORCE MAJEURE:**

A Party's failure to perform under this Agreement is excused if the failure results from an unforeseeable cause beyond that party's control, such as war, earthquake, epidemic, accident, explosion, casualty, strike or work stoppage, lockout, civil disturbance, act of public enemy, embargo, terrorist act, fire, weather events, air carrier interruption, or act of government. A party whose performance is impaired as a result of such an unforeseeable cause shall promptly notify the other parties.

### **GOVERNING LAW AND VENUE:**

This Agreement shall be interpreted in accordance with the laws of the State of Florida, USA, without reference to its conflict of laws principles. Venue for any suit, cause of action, arbitration proceeding or other dispute relating to this Agreement shall be in the State and Federal Courts of the State of Florida.

### **PUBLICITY:**

Neither party will release a press release that identifies the other party, via use of the company name or trademarks nor otherwise, without the prior written consent of the identified party, which approval may be granted or withheld in the identified party's sole discretion.

### **ASSIGNMENT AND SUCCESSORS AND ASSIGNS:**

This Agreement is not assignable by MHG or THE CLIENT without the prior written consent of the non-assigning party and such consent may not be unreasonably withheld or delayed, provided that either party may assign this Agreement without consent in the event of a merger, acquisition, or sale of substantially all of its assets provided the assignee assumes the Agreement in writing, and provided further that nothing herein shall prohibit THE CLIENT from assigning any of its rights or obligations to an Affiliate. This Agreement shall be binding upon and inure to the benefit of the legal representatives, successors, and duly authorized assigns of each Party whether resulting from merger, acquisition, reorganization, or assignment pursuant to the terms hereof.

### **NOTICES:**

All notices must be in English, in writing, and sent by facsimile or a nationally recognized overnight air courier to the applicable facsimile number or address in this Agreement. Notices are deemed delivered and received upon successful facsimile transmission or one business day after the date of delivery to a recognized overnight air courier.

## MORGANS HOTEL GROUP

1. If **The Client** does not produce a minimum of **500 room nights** at the end of the contracted year, DELANO SOUTH BEACH reserves the right to deny the renewal of this agreement for the following year.
2. This agreement pertains to individual travelers only. For groups (10 rooms or more), such agreements are handled separately, will be subject to different rates and conditions, and may be liable to portorage charges. Please contact us for any group inquiries.
3. Please assist in maintaining our brand standards and ensure that any listing of our hotel's name says "DELANO SOUTH BEACH" without exception.
4. Any use of DELANO SOUTH BEACH name or logo for the purpose of promoting your product must have prior written approval from Morgans Hotel Group. Any printed forms or literature pertaining to DELANO SOUTH BEACH must be reviewed and approved in writing by DELANO SOUTH BEACH. We reserve the right to cancel this agreement if compliance with the aforementioned is not met.
5. A Wholesaler and/or their affiliated travel agencies cannot buy advertising space on websites promoting packages and/or offers that include the DELANO SOUTH BEACH name without prior written approval from Morgans Hotel Group.
6. **The Client** shall not use the name of DELANO SOUTH BEACH, DELANO SOUTH BEACH'S proprietary marks, in any press release, sales or marketing publication or correspondence, advertisement, customer or reference list, or other similar communication without Hotel's prior written consent. **The Client** acknowledges that "DELANO SOUTH BEACH" is a federally registered trademark of The Morgans Hotel Group. All brochure copy and photographs produced by **The Client** depicting the Hotel must be approved by the Hotel in advance. Hotel shall have 14 business days to review and approve the submitted brochure copy and photograph(s). In the event Hotel does not respond after 14 business days of receipt of the brochure copy and photograph(s), then such brochure copy and photograph(s) shall be deemed approved. In the event **The Client** does not submit brochure copy and photograph(s) and Hotel determines that the brochure copy and/or photograph(s) contain incorrect information and misrepresents the Hotel in any manner then all brochure contribution funds for that edition of the brochure shall be reimbursed to the Hotel.
7. This agreement shall be effective between **The Client** and DELANO SOUTH BEACH when signed by each on the space indicated below. Any amendments to the present agreement must be submitted in written form only. Both parties will treat the contents of this agreement as confidential.
8. If this contract is not signed and returned within thirty days, the terms herein will be considered null and void. This contract with DELANO SOUTH BEACH will be considered definite upon receipt of the signed agreement.
9. Should all of the aforementioned meet with your approval, please sign and return one copy of this agreement to:

Melanie Latham  
Regional Director of Leisure Sales, Eastern Region  
Melanie.latham@mhgc.com

### **ACCEPTANCE:**

To make the above definite, we will require a signed copy of this Agreement (please initial each page). Please email or mail one copy to my attention. A copy of this Agreement must be returned in order for arrangements to be honored. This Agreement is the parties' entire agreement respecting its subject matter and supersedes all prior agreements, written and oral, respecting the subject matter and must be accepted in its entirety. Any waiver or modification of this Agreement must be in writing and signed by

## MORGANS HOTEL GROUP

the parties to be effective. If any part of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement continues in effect. The parties acknowledge and agree that THE CLIENT may archive an electronic copy of the fully-executed Agreement, and further agree that any request made to THE CLIENT for a copy of this Agreement may be fulfilled in electronic form.

On behalf of DELANO SOUTH BEACH, we thank you for your support. We look forward to a mutually rewarding relationship.

### **AGREED AND ACCEPTED BY:**

**Simon Hilton**



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Ocean Holidays  
Head of Product, USA

23rd September 2016

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Date

### **DELANO SOUTH BEACH**

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Melanie Latham  
Regional Director of Leisure Sales

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Date

# MORGANS HOTEL GROUP

**Name of Agency**

Ocean Beds / Ocean Holidays
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**ADDRESS****Street**

3204 rolling Oaks Blvd
------------------------

**City**

Kissimmee
-----------

**State/ZIP code**

Florida , 34747
-----------------

**Country**

USA
-----

**Contracting Manager****Main Contact**

Simon Hilton
--------------

**Title**

Head of Product USA
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**Phone**

01144 7464 795 759
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**Fax****Email**

simon.hilton@ocean-holidays.co.uk
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**RESERVATIONS****General email**

usres@ocean-holidays.co.uk or ukres@ocean-holidays.co.uk
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**Stop Sell email**

stopsales@ocean-holidays.co.uk
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**Contact (supervisor/manager)**

kayleigh hastings
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**Phone****Fax****Email**

Kayleigh.hastings@ocean-holidays.co.uk
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**ACCOUNTING****Contact**

Karen Wheeler
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**Phone**

01144 203 816 0955
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**Fax****Email**

karen.wheeler@ocean-holidays.co.uk
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# MORGANS HOTEL GROUP

## MAXIMUM OCCUPANCY PER ROOM TYPE

### CONTRACTED ROOM TYPES

City View King: Max occupancy:	2 adults
Partial Ocean View King: Max occupancy:	2 adults + 1 in rollaway bed
Ocean Front King: Max occupancy:	2 adults + 1 in rollaway bed

### NON CONTRACTED ROOM TYPES - ON REQUEST ONLY

City View Double Double:	2 adults
Partial Ocean View Double Double:	2 adults
Ocean Front Double Double:	2 adults
Alcove Double Queen:	4 adults
Deluxe Alcove King:	2 adults + 1 in rollaway bed
Loft Suite King:	2 adults + 1 in rollaway bed
One Bedroom Suite:	2 adults + 1 in rollaway bed
Poolside Bungalow:	2 adults + 1 in rollaway bed
Two bedroom apartment:	4 adults + 1 in rollaway bed
Penthouse:	4 adults + 1 in rollaway bed

### CONNECTING ROOMS:

City View King with City View King  
Ocean View Double Double with City View King  
City View King with Loft Suite King  
Loft Suite King with Penthouse

**\*\*Kindly note that connecting rooms are by request only and cannot be guaranteed.**