



2018 CONFIDENTIAL F.I.T. RATE AGREEMENT
OCEANBED HOLIDAYS

Address: North House, St. Edwards Way, Romford, Essex RM1 3AE U.K.

Contact: Simon Hilton-Head of Product USA

Telephone: n/a

Fax: n/a

Email: Simon.Hilton@ocean-holidays.co.uk

Terms: January 3, 2018-January 2, 2019

All rates are NET non commissionable per suite, per night quoted in US dollars and do not include taxes. Orlando is currently 12.5%

ORLANDO SEASONS:	LOW SEASON	HIGH SEASON
	1/3/18-2/9/18	2/10/18-3/28/18
		*3/29/18-4/07/18
	4/08/18-6/19/18	6/20/18-8/15/18
	8/16/18-11/15/18	11/16/18-11/30/18
	12/1/18-12/18/18	*12/19/18-1/2/19

- * Easter weeks-Please add an additional \$25.00 per night plus tax to rate for each room type
- * Christmas week thru-New Years- Please add an additional \$25.00 per night plus tax for each room type.

LUXURY EXECUTIVE SUITES-FREE SELL

Superbly fully furnished suite with private balcony. All suites include sofa bed, dining area. Color T.V, DVD player, full kitchen with oven, full size refrigerator with ice maker, microwave, dishwasher, coffee maker and vacuum cleaner.

1 Bedroom/ 1 Bath sleeps 4	\$87.00	\$96.00
2 Bedroom/ 2 Bath sleeps 6	\$96.00	\$105.00

The rates provided under this F.I.T net rate agreement must never be exposed to the customer or the general public, and may incorporate the participation of a retail travel agent(s). Providing net or discounted room rates directly to a consumer constitutes a violation by of this new F.I.T. agreement. In addition, the rates provided pursuant to this F.I.T net rate agreement shall not be subcontracted, distributed or assigned by to any third party agent or distributor for further distribution thereby to consumers unless provided written notice of such agreement (including the name of such third party and the material terms of the arrangement therewith) to Blue Tree Resort, Orlando, Florida approves of such agreement. If it is found to have violated any provisions of this clause, this F.I.T. net rate agreement shall be immediately terminated by BTR upon delivery of written notice.

PHOTOGRAPHY

It is expressly agreed that a photograph of the Resort shall be provided to Operator by BTR, photograph featured by Operator shall be approved in writing by BTR prior to Operator's use. Any promotional materials supplied by BTR to be used by Operator in Operator's advertising are not to be shared in any way with a third party without BTR's express prior written approval. Any unauthorized use of the Resort name or photograph shall constitute a breach of this agreement and shall be grounds for automatic termination of this Agreement by BTR in addition to any other remedies it may have.

ACCOMMODATIONS

Guest Suites are subject to Run of the House Availability. **Rates are quoted in U.S. Dollars and are valid for individual travelers only, not groups.**

Guestroom rates are offered on a net, non-commissionable basis and are subject to out local tax rate of 12.5%. Should any government agency adjust these taxes or assess additional taxes to be in force and in effect during the term of this agreement, the same will also be added to the above rates. Operator shall be solely responsible for collecting and remitting to BTR for payment to the appropriate authorities all taxes due on room revenues.

BTR commits to honor this rate and said Operator agrees to communicate with it's travelers, naming the Blue Tree Resort will be prominently positioned in any printed, or electronic rate directories published by said Operator.

TERMS AND CONDITIONS

Check in time is 4:00 p.m. Check out time is 10:00 a.m. Please note keys to suite will not be provided prior to check in time.

PAYMENT PROCEDURE-NO DIRECT BILLING-PREPAYMENT ONLY

All rates are non commissionable and do not include taxes. Full payment is due 10 days prior to arrival unless direct bill approved. Company checks are acceptable as are company credit cards. Direct billing must be pre approved by BTR prior to receiving any reservations and must complete a credit application.

BTR reserves the right to institute an early departure charge at any time based upon our local needs. Currently, the early departure charge is 1 Night Room and Tax. This fee is subject to change without notice. Traveler has up until and including check-in to change departure without a penalty. To ensure Operator's account is properly credited, checks must be made payable to Blue Tree Resort and remitted to the following address:

Blue Tree Resort
Att: Vince Driscoll Director of Sales
12007 Cypress Run Rd.
Lake Buena Vista, FL 32836
Ph: 407-238-6063
Fax: 407-239-2649
Email: vdriscoll@bluetreeowners.org

CANCELLATION POLICY

Reservations can be cancelled without penalty (48) hours prior to arrival. Cancellation within 24 hours or no show full payment will be due. NO EXCEPTIONS.

SECURITY DEPOSIT

Upon arrival at Blue Tree Resort our front desk clerks will take an imprint of your client's credit card for \$100.00 hold on their card as a security deposit against negligence of their suite during their stay. Upon checkout this hold will be released if no negligence has been found. Should we find excessive negligence in client's suite at checkout, client will be charged \$110.00 PLUS to credit card depending on damages.

RESERVATION PROCEDURE

Individual reservations must be made through our reservation department. All reservations will be guaranteed by Operator and faxed and /or emailed to the following numbers. 2 night minimum on all reservations.

Fax Number: 407-239-2649 Att: Vince Driscoll

E-Mail: vdriscoll@bluetreeowners.org

GUARANTEE

Reservations can be guaranteed for late arrival with a credit card or deposit. If the guest "no shows" the appropriate room and tax charges will be charged against the form of payment used to guarantee the reservation. No penalty if cancelled 48 hours prior to arrival. A cancellation number should be obtained by the reservation agent for reference.

CUT OFF RELEASE DATES FOR ALLOTMENT SUITES

1 day prior to the scheduled arrival date. All unreserved allotment suites will be automatically released back to BTR during this time. We will continue to accept reservations on a space availability basis after the cut off date at BTR discretion.

CLOSE OUT DATES

BTR reserves the right, as it deems necessary to make the full allotment of rooms unavailable to Operator for specific dates due to sold out situation that may occur. BTR shall provide Operator with written notice a minimum of forty eight (48) hours prior to the occurrence of unavailable inventory. However, BTR shall honor any reservations for such dates that have already been confirmed by our reservations department.

PET POLICY

No pets are allowed.

INDEPENDENT CONTRACTOR

It is expressly acknowledged that Operator at all time shall be and act solely as an independent contractor, not as an agent or employee of BTR, and it is expressly intended that nothing herein or otherwise shall operate or be construed as creating the relationship of employer/employee, principal and agent, partners, joint venture or any other relationship whatsoever between Operator and BTR or the Resort. Operator shall act as an independent agent only and shall have no authority to, and shall not, enter into any agreements or incur any liabilities on behalf of BTR or the Resort or otherwise contractually bind or obligate BTR or the Resort in any way, or hold itself out as having the authority to do so. Operator shall not provide any services to or on behalf of BTR or the Resort other than pursuant to this agreement.

LAWS AND REGULATIONS

Operator shall comply with all federal, state and municipal laws and regulations, and shall indemnify BTR against all losses or damage BTR may incur due to Operator's noncompliance with such laws or regulations.

INDEMNIFICATION

The Operator shall indemnify, defend and hold harmless BTR and its current and former officers, directors, parents, affiliates, subsidiaries, associations, members of associations, divisions, partners, joint venture, franchisees, and licensees. Owners of hotels managed by SPM Resorts, Inc. and the heirs, executors, damages, losses, judgments. Liens and expenses, including but not limited to attorney's fees, arising or alleged to arise or resulting from any act, error or omission of Operator resulting in claim by Operators' guest. For purpose of the forgoing the term "Operator" shall include Operator's employees, agents and representatives, and anyone employed by any of them or anyone for whose actions Operator may be liable. The foregoing provisions and all other liabilities of Operator hereunder, shall survive the termination of this agreement.

FORCE MAJEURE

A party shall not be liable for any failure to perform under this agreement, nor shall such non-performance be the basis for termination, if such failure is caused by a contingency that is beyond the control of such party, including without limitation acts of God, adverse weather conditions, earthquake, flood, fire, explosion, war, riots, strikes or other labor disturbances, shortages or fluctuations of electricity or other utilities, or compliance with the decision of a competent judicial or administrative authority.

ADDITIONAL SERVICES

Daily housekeeping is not included however Tidy Clean maid service can be requested at \$25.00 per day.

This agreement shall not be binding upon Blue Tree Resort unless a signed copy is returned to the sales office within 30 days of receipt of contract. Fax signed contract to **407-239-2649 attention Vince Driscoll**. The parties of this agreement will treat the contents of this agreement as confidential.

Thank you for including Blue Tree Resort in your 2018 travel programs. We look forward to receiving your signed contract!

Accepted by

Vince Driscoll

Vince Driscoll
Director of Sales
Blue Tree Resort

1.24.17

Date

Anthony Ferreira
General Manager

[Signature] 01/24/17
Signature Date

Accepted on behalf of

Simon Hilton

Print Name

Head of Product

Ocean Beds.

Title/Company name

[Signature]

Signature

26th January 2017.
Date

Please forward signed agreement to
Blue Tree Resort
Att: Vince Driscoll Director of Sales
12007 Cypress Run Rd.
Lake Buena Vista, FL 32836
Ph: 407-238-6063
Fax: 407-239-2649
Email: vdriscoll@bluetreeowners.org