



## 2017 F.I.T. NET RATE AGREEMENT

**THIS AGREEMENT** entered into on this 29<sup>th</sup> of February, 2016 by and between **OP MANAGEMENT, LLC (“OPM”)**, a Florida limited liability corporation which has a business address of 4090 Enchanted Oaks Circle, Kissimmee, Florida 34741 on behalf of Oak Plantation Resort and New Ocean Beds, a Florida company, which has a business address of 3204 Rolling Oaks Blvd. Kissimmee, FL 34747 (**“Operator”**).

**WHEREAS**, OP Management, LLC operates a rental program comprised of units at Oak Plantation Resort (**“Resort”**).

**WHEREAS**, Operator, desires to commit to certain units at the Resort per the program, subject to the terms and conditions provided here in.

**PREPARED FOR:** Ocean Beds  
**CONTACT:** Simon Hilton  
 3204 Rolling Oaks Blvd.  
 Kissimmee, FL 34747

Telephone: 407-390-6422 Fax: 260-454-3058  
 E-mail Address: simon.hilton@ocean-holidays.co.uk

**TERMS:** Valid January 01, 2017 through December 31, 2017

**RATE:** In consideration of the anticipated annual volume business that Ocean Beds represents, Oak Plantation Resort is pleased to extend the following F.I.T. net non-commissionable guestroom rates.

### MID WEEK HOUSEKEEPING

ACCOMMODATIONS	DATES	ROOMS ALLOCATED	* NET RATES
<b>1 Bed/1Bath Villas</b> <b>Sleeps up to 4</b> <b>Run of House</b>	01/01/17 – 02/03/17	S/A	\$ 56.00
	02/04/17 – 04/16/17	S/A	\$ 69.00
	04/17/17 – 05/25/17	S/A	\$ 56.00
	05/26/17 – 08/13/17	S/A	\$ 71.00
	08/14/17 – 11/19/17	S/A	\$ 59.00
	11/20/17 - 11/26/17	S/A	\$ 69.00
	11/27/17 – 12/17/17	S/A	\$ 58.00
	12/18/17 – 12/31/17	S/A	\$ 109.00
<b>2 Bed/2 Bath Villas</b> <b>Sleeps 6 to 8</b> <b>Run of House</b>	01/01/17 – 02/03/17	S/A	\$ 86.00
	02/04/17 – 04/16/17	S/A	\$ 109.00
	04/17/17 – 05/25/17	S/A	\$ 86.00
	05/26/17 – 08/13/17	S/A	\$ 109.00
	08/14/17 – 11/19/17	S/A	\$ 93.00
	11/20/17 - 11/26/17	S/A	\$ 109.00
	11/27/17 – 12/17/17	S/A	\$ 86.00
	12/18/17 – 12/31/17	S/A	\$ 135.00

**\* Value Add:**

- Stay 4 or more and save 20%
- Complimentary Scheduled Transportation to and from Walt Disney World Theme Parks, Universal Studios & Sea World.
- Housekeeping once a week.
- Complimentary High Speed Internet Access in the rooms.
- Bingo and Pizza Party weekly.
- Dive in Movie Nights by Pool Deck featured weekly. Free Popcorn will be served.
- Pool Side Karaoke weekly.

- **\* A Minimum Stay of 2 Nights is Required Except During the Period of 02/17/2017 - 02/25/2017, 4/07/2017-4/15/17, 06/30/2017-07/08/2017, 11/17/2017 - 11/25/2017 and 12/22/2017-12/31/2017 when the Minimum Stay will be 4 Nights.**
- Cut-off will be seven (7) days prior to scheduled arrival except during the period **02/17/2017 - 02/25/2017, 4/07/2017-4/15/17, 06/30/2017-07/08/2017, 11/17/2017 - 11/25/2017 and 12/22/2017-12/31/2017** when the cut-off will be ten (10) days prior to scheduled arrival

The rates provided in this F.I.T. net rate agreement are for the sole purpose of sale by via a traditional wholesale distribution system. Locally negotiated net wholesale rates are provided by OPM 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”. To qualify as “packaged rate”, the rate must be sold as part of a packaged travel product that includes sufficient additional (non-hotel) components such that the cost of the total package is at least 25% more than the hotel F.I.T. net rate. In no event shall “packaged rates” be sold as a hotel-only product.

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 F.I.T. rate new 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 arrangement (including the name of such third party and the material terms of the arrangement therewith) to Oak Plantation Resort, Kissimmee, Florida approves of such arrangement. If is found to have violated any provision of this clause, this F.I.T. net rate agreement shall be immediately terminable by OPM upon delivery of written notice.

It is expressly agreed that a photograph of the Resort shall be provided to Operator by OPM, photograph featured by Operator shall be approved in writing by OPM prior to Operator’s use. Any promotional materials supplied by OPM to be used by Operator in Operator’s advertising are not to be shared in any way with a third party without OPM’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 OPM in addition to any other remedies it may have.

**CLOSE-OUT DATES:** OPM reserves the right, as it deems necessary from time to time, in its sole discretion, to make the full allotment of rooms unavailable to Operator for specific dates. OPM shall provide Operator with written notice a minimum of seventy-two (72) hour prior to the occurrence of such unavailability of specific dates. However, OPM shall honor any reservations for such dates, which have already been properly confirmed by OPM with Operator.

**ACCOMMODATIONS  
ARE SUBJECT TO  
RUN OF THE HOUSE:**

These rate options 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 our local tax rate of 13.5%.** 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 OPM for payment to the appropriate authorities all taxes due on room revenues.

OPM commits to honor this rate and Ocean Beds agrees to communicate with its travelers, naming the Oak Plantation Resort as one of the preferred hotel vendors in Kissimmee, Florida. In addition, it is agreed that the Oak Plantation Resort will be prominently positioned in any printed or electronic rate directories published by Ocean Beds

**PRODUCTION:** This rate is based on an estimated **500** room nights per year. This agreement shall be subject to quarterly reviews, at which time production will be evaluated.

**ROOM BLOCK:** We have blocked an allotment of Free Sell for use by Ocean Beds, OPM will honor all reservations properly confirmed by our reservations department prior of the effective date of the termination of this agreement. **The rooms which are not used will be released prior to scheduled arrival date expect during the periods 02/17/2017 - 02/25/2017, 4/07/2017-4/15/17, 06/30/2017-07/08/2017, 11/17/2017 - 11/25/2017 and 12/22/2017-12/31/2017 when the cut-off will be ten (10) days prior to scheduled arrival.**

**RESERVATIONS:** Individual reservations should be made through our reservation department.  
All reservations will be guaranteed by Operator and faxed and/or emailed to the following numbers:

**Local No.** 407-847-8200 Ext. 4200  
**Toll Free No.** 1- 866-804-8200  
**Fax Number:** 407-847-3022  
**E-mail:** [reservations@oakplantationresort.com](mailto:reservations@oakplantationresort.com)

**GROUPS:** Due to the difference in nature of individual and group bookings, the preferred F.I.T. net rate will not be offered for groups. Group rates will be negotiated on a case by case basis according to market conditions and the meeting's specifications. The proposed rates are for individual travel (F.I.T.) only and may not be utilized for group travel.

**REQUEST FOR  
SPECIAL**

**ACCOMMODATIONS:** Specific rooms or bed types will be accommodated whenever possible. We consider it part of our standard of service to arrange for any necessities your valued guests may require while staying in our resort.

**GUARANTEE  
/CANCELLATIONS  
AND NO SHOWS:**

Reservations can be guaranteed for late arrival with a credit card or deposit. In the event that a reservation is guaranteed for late arrival and the guest "no-shows", the appropriate room and tax charges will be charged against the form of payment used to guarantee the room for late arrival. Reservations can be cancelled without penalty prior to seventy-two (72) hours before the date of arrival. A cancellation number should be obtained from the reservations agent for reference.

Cancellation penalty: 1 night plus tax

No Show: 1 night plus tax

**PAYMENT  
PROCEDURE:**

**Pre-payment procedures apply.**

**DIRECT BILLING  
PROCEDURES:**

If charges are to be direct billed to Ocean Beds **prior** credit arrangements have to be approved. In addition to a completed credit application for our review and approval, we require a letter on Operator letterhead authorizing billing. This information must be updated from time to time, at least annually. All direct billing authorized by your Operator is guaranteed for payment and payment is due upon receipt of invoice, but no later than ten days after the OPM billing date.

**All guestroom incidentals charges will be the responsibility of the individual traveler. If a Traveler does not have a credit card, a \$200.00 cash deposit will be required upon check in at the front desk. Operator shall inform clients of such policy.**

Failure by Operator to comply with Direct Billing procedures as stated hereinabove shall be grounds for automatic termination of this agreement by OPM without prejudice to any other legal or equitable right of action or remedy for damages which OPM may have against Operator. OPM shall provide Operator with prior written notice before such termination will become effective. Such notice will not cancel prior confirmed reservations, unless Operator has requested direct billing and has not paid in advance.

OPM reserves the right to institute an early departure charge at any time based upon our local needs. Currently, the early departure charge is one (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 Insure Operator's account is properly credited, checks must be made payable to "OP Management, LLC" and remitted to the following address:**

OP Management, LLC  
**Attn: Accounts Receivable**  
P.O. Box 422919  
Kissimmee, FL 34742-2919  
Phone No. 407-518-8176  
Fax No. 407-518-8197  
E-mail: [mramos@oakplantationresort.com](mailto:mramos@oakplantationresort.com)

**GUEST  
ARRIVAL AND**

<b>DEPARTURE TIME:</b>	<b>CHECK IN TIME IS 4:00 P.M.</b> , however in our continuing effort to provide a pleasant stay, Guests will be able to check in as early as rooms are available. Luggage storage shall be available for early arrivals. Keys to room will not be provided prior to check in. <b>CHECK OUT TIME IS 10:00 a.m.</b>
<b>PET POLICY:</b>	No pets are allowed.
<b>TRAVELER BENEFITS:</b>	<p>As a Preferred Account of OPM your travelers will receive the following amenities and services free of charge:</p> <p><b><u>Cribs and Roll-away</u></b> - Complimentary Cribs and Roll-away are available upon request, subject to availability.</p> <p><b><u>Daily Activities</u></b> - Daily Activities available for guests of all ages.</p> <p><b><u>In Rooms Safes</u></b> – Complimentary and available in all units.</p> <p><b><u>No Walk Policy</u></b> - It is the intention of OPM to never walk one our preferred customers with a guaranteed reservation. In the unlikely event that a preferred guest with a preexisting confirmed reservation cannot be provided with the room arranged, we will transport the guest to another hotel, pay for a phone call home and transport them back to Oak Plantation Resort for a complimentary stay the next evening. If they do not have a reservation for a second night, they will receive a certificate for a complimentary room arranged on their next visit to Kissimmee. We are confident this policy will ensure the complete satisfaction of all our preferred guests and demonstrate our preference for Operator's guests.</p> <p><b>Terms of this agreement are subject to a quarterly review, at which time room night production will be measured and evaluated. OPM reserves the right to cancel or alter terms of this arrangement with thirty days written notice if volume is not on pace to meet the annual room night commitment.</b></p>
<b>INDEPENDENT CONTRACTOR:</b>	It is expressly acknowledged that Operator at all times shall be and act solely as an independent contractor, not as an agent or employee of OPM or the Resort, 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 OPM or the Resort. Operator shall act as an independent contractor only and shall have no authority whatsoever to act as the agent of OPM or the Resort and shall have no authority to, and shall not, enter into any agreements or incur any liabilities on behalf of OPM or the Resort or otherwise contractually bind or obligate OPM 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 OPM or the Resort other than pursuant to this agreement.
<b>LAWS AND REGULATIONS:</b>	Operator shall comply with all federal, state and municipal laws and regulations, and shall indemnify OPM against all losses or damage OPM may incur due to operator's noncompliance with such laws or regulations.
<b>INDEMNIFICATION:</b>	<p>The Operator shall indemnify, defend and hold harmless OPM and its current and former officers, directors, parents, affiliates, subsidiaries, associations, members of associations, divisions, partners, joint venture, franchisees, licensees, owners of hotels managed by <b>SunVest Resorts, LLC and SunVest Realty Group, Inc. ("SunVest")</b> and the heirs, executors, administrators, receivers, successors and assigns of all of the foregoing, from and against any and all claims, damages, losses, judgments, liens and expenses, including but not limited to attorneys' fees, arising or alleged to arise or resulting from any act, error or omission of Operator resulting in claim by Operator's guest. For purposes of the foregoing, 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.</p> <p>Each party shall indemnify, defend and hold harmless the other party, including and its current and former officers, directors, parents, affiliates, subsidiaries, associations, members of associations, divisions, partners, joint venture, franchisees, licensees, owners of hotels managed by <b>SunVest Resorts, LLC and SunVest Realty Group, Inc. ("SunVest")</b> and the heirs, executors, administrators, receivers, successors and assigns of all of the foregoing, from and against any and all claims, damages, losses, judgments, liens and expenses, including but not limited to attorneys' fees, arising or alleged to arise or resulting to the other party any act, error or omission of Operator resulting in claim by Operator's guest. For purposes of the foregoing, 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.</p>
<b>FORCE MAJEURE:</b>	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, earthquakes, 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.

**LIMITATION OF LIABILITY:**

OPM shall in no event be liable to Operator for indirect, incidental, consequential, or exemplary damages nor shall OPM be liable for Operator's anticipated profits. In all other circumstances, OPM's liability shall be limited to the total amount paid by OPM to Operator for the transaction that gave rise to any claim hereunder.

**APPLICABLE LAW:  
ARBITRATION/  
DISPUTE  
RESOLUTION  
ATTORNEY'S FEES:**

This agreement will be governed by the laws of the State of Florida.

Any controversy, claim or dispute arising out of or relating to this agreement, shall at the option of OPM be settled through non-binding mediation or binding arbitration in Kissimmee, Florida conducted in accordance with the rules of the American Arbitration Association. In connection with any such mediation, or arbitration, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs. In addition, Operator shall be responsible for payment of attorneys' fees and interest associated with the Resort's efforts to collect monies owed under the terms of this agreement. Any judgment or award rendered by the arbitration as referenced above may be entered in any court in the State in which the Resort is located having jurisdiction thereof or in any court having jurisdiction over the party against whom judgment is sought to be enforced. Neither party shall under any circumstances be responsible for indirect, consequential or punitive damages.

**ENTIRE AGREEMENT:**

This is the entire agreement of the parties with respect to the subject matters hereof. This agreement may not be modified or amended otherwise than by a writing executed by the parties hereto.

**ACCEPTED BY:**



**Simon Hilton**  
Director of Product USA

**DATE:**

31st January 2017

**SUBMITTED BY:**

Rosie Jones, **Resort Sales and Marketing**  
**Oak Plantation Villas Resort**

**DATE:**

In order to execute this agreement, please sign and return this rate agreement to the address below by **February 28th, 2017.**

Rosie Jones  
Resort Sales and Marketing Manager  
**Oak Plantation Resort**  
4090 Enchanted Oaks Circle  
Kissimmee, FL 34741  
Phone No: 407-518-8165  
Fax No: 407-847-3022  
E-mail Address: [rjones@oakplantationresort.com](mailto:rjones@oakplantationresort.com)