



Leisure Rate Agreement 2017

Ocean Beds North House St Edwards Way, Romford, Essex, RM1 3AE United Kingdom.	Metropolitan by COMO, Miami Beach 2445 Collins Avenue Miami Beach, FL. 33140 United States of America
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This "Agreement" is entered into by and between **COMO Metropolitan Miami Beach**, hereinafter referred to as "Hotel", and **Ocean Beds**, hereinafter referred to as "Client", effective January 1st 2017 and concludes December 31st 2017.

City Room	
	NET
January 1 - January 31	\$ 300.00
February 1 to April 17	\$ 316.00
April 18 to May 31	\$ 244.00
June 1 to 30	\$ 184.00
July 1 to August 31	\$ 200.00
September 1 to 30	\$ 176.00
October 1 to 31	\$ 204.00
November 1 to December 31	\$ 236.00
Metropolitan Room	
January 1 - January 31	\$ 320.00
February 1 to April 17	\$ 336.00
April 18 to May 31	\$ 268.00
June 1 to 30	\$ 204.00
July 1 to August 31	\$ 224.00
September 1 to 30	\$ 192.00
October 1 to 31	\$ 224.00
November 1 to December 31	\$ 260.00
Metropolitan Room with Balcony	
January 1 - January 31	\$ 340.00
February 1 to April 17	\$ 360.00
April 18 to May 31	\$ 292.00
June 1 to 30	\$ 228.00
July 1 to August 31	\$ 248.00
September 1 to 30	\$ 212.00
October 1 to 31	\$ 248.00
November 1 to December 31	\$ 284.00
Metropolitan Ocean View Room	
January 1 - January 31	\$ 380.00
February 1 to April 17	\$ 400.00
April 18 to May 31	\$ 348.00
June 1 to 30	\$ 276.00
July 1 to August 31	\$ 296.00
September 1 to 30	\$ 260.00
October 1 to 31	\$ 296.00
November 1 to December 31	\$ 340.00
Lakeview Suite	
January 1 to January 31	\$ 440.00
February 1 to March 31	\$ 460.00
April 1 to May 31	\$ 412.00
June 1 to 30	\$ 344.00
July 1 to August 31	\$ 360.00
September 1 to 30	\$ 328.00
October 1 to 31	\$ 352.00
November 1 to December 31	\$ 404.00
Ocean View Suite	
January 1 to January 31	\$ 600.00
February 1 to March 31	\$ 620.00
April 1 to May 31	\$ 572.00
June 1 to 30	\$ 504.00
July 1 to August 31	\$ 520.00
September 1 to 30	\$ 496.00
October 1 to 31	\$ 512.00
November 1 to December 31	\$ 564.00

Peak dates rates

No Allocation will be made available on the following dates:

City Room	
	NET
New Year (January 1, 2)	\$ 340.00
Boat Show / President Week (Feb 17, 18, 19)	\$ 332.00
SO BE Wine and food (Feb 23, 24, 25)	\$ 324.00
Winter Music (March 17, 18)	\$ 316.00
Ultra Music (March 24, 25)	\$ 332.00
Easter (April 14, 15, 16)	\$ 340.00
Art Basel (Nov 29, 30, Dec 1, 2, 3)	\$ 404.00
Festive (Dec 22, 23, 24, 25, 26, 27, 28, 29, 30, 31)	\$ 380.00
Metropolitan Room	
New Year (January 1, 2)	\$ 360.00
Boat Show / President Week (Feb 17, 18, 19)	\$ 356.00
SO BE Wine and food (Feb 23, 24, 25)	\$ 348.00
Winter Music (March 17, 18)	\$ 336.00
Ultra Music (March 24, 25)	\$ 356.00
Easter (April 14, 15, 16)	\$ 364.00
Art Basel (Nov 29, 30, Dec 1, 2, 3)	\$ 436.00
Festive (Dec 22, 23, 24, 25, 26, 27, 28, 29, 30, 31)	\$ 412.00
Metropolitan Room with Balcony	
New Year (January 1, 2)	\$ 384.00
Boat Show / President Week (Feb 17, 18, 19)	\$ 380.00
SO BE Wine and food (Feb 23, 24, 25)	\$ 372.00
Winter Music (March 17, 18)	\$ 360.00
Ultra Music (March 24, 25)	\$ 380.00
Easter (April 14, 15, 16)	\$ 388.00
Art Basel (Nov 29, 30, Dec 1, 2, 3)	\$ 464.00
Festive (Dec 22, 23, 24, 25, 26, 27, 28, 29, 30, 31)	\$ 436.00
Metropolitan Ocean View Room	
New Year (January 1, 2)	\$ 432.00
Boat Show / President Week (Feb 17, 18, 19)	\$ 428.00
SO BE Wine and food (Feb 23, 24, 25)	\$ 420.00
Winter Music (March 17, 18)	\$ 408.00
Ultra Music (March 24, 25)	\$ 440.00
Easter (April 14, 15, 16)	\$ 484.00
Art Basel (Nov 29, 30, Dec 1, 2, 3)	\$ 560.00
Festive (Dec 22, 23, 24, 25, 26, 27, 28, 29, 30, 31)	\$ 508.00
Lakeview Suite	
New Year (January 1, 2)	\$ 500.00
Boat Show / President Week (Feb 17, 18, 19)	\$ 496.00
SO BE Wine and food (Feb 23, 24, 25)	\$ 484.00
Winter Music (March 17, 18)	\$ 476.00
Ultra Music (March 24, 25)	\$ 504.00
Easter (April 14, 15, 16)	\$ 552.00
Art Basel (Nov 29, 30, Dec 1, 2, 3)	\$ 672.00
Festive (Dec 22, 23, 24, 25, 26, 27, 28, 29, 30, 31)	\$ 572.00
Ocean View Suite	
New Year (January 1, 2)	\$ 660.00
Boat Show / President Week (Feb 17, 18, 19)	\$ 656.00
SO BE Wine and food (Feb 23, 24, 25)	\$ 644.00
Winter Music (March 17, 18)	\$ 636.00
Ultra Music (March 24, 25)	\$ 680.00
Easter (April 14, 15, 16)	\$ 728.00
Art Basel (Nov 29, 30, Dec 1, 2, 3)	\$ 880.00
Festive (Dec 22, 23, 24, 25, 26, 27, 28, 29, 30, 31)	\$ 748.00

Minimum length of stay may apply over peak dates

Promotions

Offers are not combinable with each other or with any other promotion unless otherwise indicated below. Promotional offer valid through Peak dates, Peak Dates rates apply. Subject to availability. Specific terms and conditions may apply.

All year long

Extend that feeling: Stay 5 pay 4

Terms and conditions

- Cancellation policy: 30 days prior to date of arrival*
- Resort fee and taxes applicable to the free night

Early booking

15% off NET rates when booking confirm 90 days prior to date of arrival.

Terms and conditions

- 60 days prior to date of arrival cancellation policy*
- Not available during Peak Dates

Breakfast:

Rooms:

Stay 5 nights or more and receive daily full breakfast by Traymore Restaurant (single or double occupancy).

- Combinable with all promotional offers

Suites (Lake View and Ocean View): stay in a Lake View Suite or Ocean View Suite and receive daily full breakfast by Traymore restaurant (single or double occupancy)

- Combinable with all promotions.
- Valid for one night stay or more

Valid from May 1st to October 31st 2017

Extend that feeling: stay 3 pay 2

- Cancellation policy: 14 days prior to date of arrival*
- Resort fee and taxes applicable to the free night

Family offer:

Travel with your friends or family and receive 20% OFF NET Rates on the second accommodation

Terms and conditions

- Subject to availability, not available over Peak Dates and blackout dates
- Discount does not apply to Suites

*Cancelled reservations and no-shows will be billed for the entire length of stay at the contracted net rate + applicable tax and resort fee

Experiences

Offers are not combinable with each other or with any other promotion and not available over Peak Dates.

Romance

- Minimum 2 nights stay
- Based on double occupancy

Inclusions:

- Overnight Accommodation
- Daily full breakfast at Traymore restaurant
- Welcome bottle of Taittinger champagne
- Welcome COMO Shambhala gift bag
- One Couple COMO Shambhala 60 minutes massage
- One Candlelight dinner by the main pool (three courses per person)
- One Sunset glass of champagne with chocolate strawberry by the Rooftop

NET Rates	
City Room	
January 1 - January 31	\$ 557.60
February 1 to April 17	\$ 570.40
April 18 to May 31	\$ 512.80
June 1 to 30	\$ 464.80
July 1 to August 31	\$ 477.60
September 1 to 30	\$ 458.40
October 1 to 31	\$ 480.80
November 1 to December 31	\$ 506.40
Metropolitan Room	
January 1 - January 31	\$ 573.60
February 1 to April 17	\$ 586.40
April 18 to May 31	\$ 532.00
June 1 to 30	\$ 480.80
July 1 to August 31	\$ 496.80
September 1 to 30	\$ 471.20
October 1 to 31	\$ 496.80
November 1 to December 31	\$ 525.60
Metropolitan Room with Balcony	
January 1 - January 31	\$ 589.60
February 1 to April 17	\$ 605.60
April 18 to May 31	\$ 551.20
June 1 to 30	\$ 500.00
July 1 to August 31	\$ 516.00
September 1 to 30	\$ 487.20
October 1 to 31	\$ 516.00
November 1 to December 31	\$ 544.80
Metropolitan Ocean View Room	
January 1 - January 31	\$ 621.60
February 1 to April 17	\$ 637.60
April 18 to May 31	\$ 596.00
June 1 to 30	\$ 538.40
July 1 to August 31	\$ 554.40
September 1 to 30	\$ 525.60
October 1 to 31	\$ 554.40
November 1 to December 31	\$ 589.60
Lakeview Suite	
January 1 - January 31	\$ 669.60
February 1 to April 17	\$ 685.60
April 18 to May 31	\$ 647.20
June 1 to 30	\$ 592.80
July 1 to August 31	\$ 605.60
September 1 to 30	\$ 580.00
October 1 to 31	\$ 599.20
November 1 to December 31	\$ 640.80
Ocean View Suite	
January 1 - January 31	\$ 797.60
February 1 to April 17	\$ 813.60
April 18 to May 31	\$ 775.20
June 1 to 30	\$ 720.80
July 1 to August 31	\$ 733.60
September 1 to 30	\$ 714.40
October 1 to 31	\$ 727.20
November 1 to December 31	\$ 768.80

Discover COMO Shambhala

Inclusions:

- COMO Shambhala Invigorate welcome pack
- Daily continental breakfast at Traymore Restaurant
- Daily 60 minutes COMO Shambhala Signature treatment or Facial per person

NET Rates	Single	Double
City Room		
January 1 - January 31	\$ 360.80	\$ 441.60
February 1 to April 17	\$ 373.60	\$ 454.40
April 18 to May 31	\$ 316.00	\$ 396.80
June 1 to 30	\$ 268.00	\$ 348.80
July 1 to August 31	\$ 280.80	\$ 361.60
September 1 to 30	\$ 261.60	\$ 342.40
October 1 to 31	\$ 284.00	\$ 364.80
November 1 to December 31	\$ 309.60	\$ 390.40
Metropolitan Room		
January 1 - January 31	\$ 376.80	\$ 457.60
February 1 to April 17	\$ 389.60	\$ 470.40
April 18 to May 31	\$ 335.20	\$ 416.00
June 1 to 30	\$ 284.00	\$ 364.80
July 1 to August 31	\$ 300.00	\$ 380.80
September 1 to 30	\$ 274.40	\$ 355.20
October 1 to 31	\$ 300.00	\$ 380.80
November 1 to December 31	\$ 328.80	\$ 409.60
Metropolitan Room with Balcony		
January 1 - January 31	\$ 392.80	\$ 473.60
February 1 to April 17	\$ 408.80	\$ 489.60
April 18 to May 31	\$ 354.40	\$ 435.20
June 1 to 30	\$ 303.20	\$ 384.00
July 1 to August 31	\$ 319.20	\$ 400.00
September 1 to 30	\$ 290.40	\$ 371.20
October 1 to 31	\$ 319.20	\$ 400.00
November 1 to December 31	\$ 348.00	\$ 428.80
Metropolitan Ocean View Room		
January 1 - January 31	\$ 424.80	\$ 505.60
February 1 to April 17	\$ 440.80	\$ 521.60
April 18 to May 31	\$ 399.20	\$ 480.00
June 1 to 30	\$ 341.60	\$ 422.40
July 1 to August 31	\$ 357.60	\$ 438.40
September 1 to 30	\$ 328.80	\$ 409.60
October 1 to 31	\$ 357.60	\$ 438.40
November 1 to December 31	\$ 392.80	\$ 473.60
Lakeview Suite		
January 1 - January 31	\$ 472.80	\$ 553.60
February 1 to April 17	\$ 488.80	\$ 569.60
April 18 to May 31	\$ 450.40	\$ 531.20
June 1 to 30	\$ 396.00	\$ 476.80
July 1 to August 31	\$ 408.80	\$ 489.60
September 1 to 30	\$ 383.20	\$ 464.00
October 1 to 31	\$ 402.40	\$ 483.20
November 1 to December 31	\$ 444.00	\$ 524.80
Ocean View Suite		
January 1 - January 31	\$ 600.80	\$ 681.60
February 1 to April 17	\$ 616.80	\$ 697.60
April 18 to May 31	\$ 578.40	\$ 659.20
June 1 to 30	\$ 524.00	\$ 604.80
July 1 to August 31	\$ 536.80	\$ 617.60
September 1 to 30	\$ 517.60	\$ 598.40
October 1 to 31	\$ 530.40	\$ 611.20
November 1 to December 31	\$ 572.00	\$ 652.80

Be Active

- Minimum 2 nights stay

Inclusions:

- Welcome COMO Shambhala Invigorate pack
- Daily Full Breakfast by Traymore Restaurant
- One Daily COMO Shambhala Juice per person (per person)
- Daily 60 minutes private fitness instructor session or yoga session
- One 60 minutes COMO Shambhala Signature treatment (per person)

NET Rates		
City Room	Single	Double
January 1 - January 31	\$ 445.60	\$ 531.20
February 1 to April 17	\$ 458.40	\$ 544.00
April 18 to May 31	\$ 400.80	\$ 486.40
June 1 to 30	\$ 352.80	\$ 438.40
July 1 to August 31	\$ 365.60	\$ 451.20
September 1 to 30	\$ 346.40	\$ 432.00
October 1 to 31	\$ 368.80	\$ 454.40
November 1 to December 31	\$ 394.40	\$ 480.00
Metropolitan Room		
January 1 - January 31	\$ 461.60	\$ 547.20
February 1 to April 17	\$ 474.40	\$ 560.00
April 18 to May 31	\$ 420.00	\$ 505.60
June 1 to 30	\$ 368.80	\$ 454.40
July 1 to August 31	\$ 384.80	\$ 470.40
September 1 to 30	\$ 359.20	\$ 444.80
October 1 to 31	\$ 384.80	\$ 470.40
November 1 to December 31	\$ 413.60	\$ 499.20
Metropolitan Room with Balcony		
January 1 - January 31	\$ 477.60	\$ 563.20
February 1 to April 17	\$ 493.60	\$ 579.20
April 18 to May 31	\$ 439.20	\$ 524.80
June 1 to 30	\$ 388.00	\$ 473.60
July 1 to August 31	\$ 404.00	\$ 489.60
September 1 to 30	\$ 375.20	\$ 460.80
October 1 to 31	\$ 404.00	\$ 489.60
November 1 to December 31	\$ 432.80	\$ 518.40
Metropolitan Ocean View Room		
January 1 - January 31	\$ 509.60	\$ 595.20
February 1 to April 17	\$ 525.60	\$ 611.20
April 18 to May 31	\$ 484.00	\$ 569.60
June 1 to 30	\$ 426.40	\$ 512.00
July 1 to August 31	\$ 442.40	\$ 528.00
September 1 to 30	\$ 413.60	\$ 499.20
October 1 to 31	\$ 442.40	\$ 528.00
November 1 to December 31	\$ 477.60	\$ 563.20
Lakeview Suite		
January 1 - January 31	\$ 557.60	\$ 643.20
February 1 to April 17	\$ 573.60	\$ 659.20
April 18 to May 31	\$ 535.20	\$ 620.80
June 1 to 30	\$ 480.80	\$ 566.40
July 1 to August 31	\$ 493.60	\$ 579.20
September 1 to 30	\$ 468.00	\$ 553.60
October 1 to 31	\$ 487.20	\$ 572.80
November 1 to December 31	\$ 528.80	\$ 614.40
Ocean View Suite		
January 1 - January 31	\$ 685.60	\$ 771.20
February 1 to April 17	\$ 701.60	\$ 787.20
April 18 to May 31	\$ 663.20	\$ 748.80
June 1 to 30	\$ 608.80	\$ 694.40
July 1 to August 31	\$ 621.60	\$ 707.20
September 1 to 30	\$ 602.40	\$ 688.00
October 1 to 31	\$ 615.20	\$ 700.80
November 1 to December 31	\$ 656.80	\$ 742.40

Taxes and Fees

The above contract rates are net, non-commissionable rates and are for single/double occupancy rooms with King bedding, exclusive of taxes. Rates are subject to current state and local taxes* (currently 14%). Additionally, the above rates are applicable towards individual guestroom reservations, and may not be valid for groups of 6 or more rooms.

Resort Fee

A mandatory Resort Fee of \$30.00 plus 14% taxes* will apply per day, per accommodation. Resort Fee includes the following services:

- Wi-Fi in guestrooms and public areas
- Two beach lounge chairs and towels
- One complimentary bottle of water in room per person daily (at turndown)
- Access to main pool and hydrotherapy pool
- Access to gym, steam room, experience shower
- Local phone call and Toll free number
- Press Reader access during the stay

**taxes subject to change without prior notice*

Reservations

Reservations must be made directly with the resort via unless direct connectivity has been established

Email: res.met.mia@comohotels.com

Reservations Tel: + 1 855 316 2666

Kindly note that hotel will not accept any reservation that do not included actual guest name(s).

Any change to guest name(s) constitute cancelation of reservation and will require a new booking.

Terms and Conditions

COMO Metropolitan Miami Beach - 01 January 2017 to 31 December 2017

- **Rates**
 - Net rates are quoted in US dollars (\$) per room per night (single or double occupancy) on a room and breakfast basis unless otherwise stated, and are net of commission.
 - All contracted net rates are based on Hotel's best available rates. At no time, is the contracted party permitted to advertise a selling price below the best available rates. The Hotel may suspend or terminate this contract immediately should the Client breach this clause.
 - When sold as a standalone rate i.e. not packaged with flights and/or other services, the Client agrees to mark-up contracted net rates by 20%. Failure to do so may result in the termination of this agreement.
 - Client agrees to market the Hotel through International channels and not to be made available within The United States of America.
 - Government tax is subject to change by the government without notice. In this circumstance Metropolitan Miami will not absorb additional taxes.
 - Peak time of the year rates and dates are subject to change. The hotel has the option to review and update Special Event, Convention and peak dates and advise the Client in writing.
- **Reservation**
 - Hotel will not accept any reservation that do not include actual guest name(s)
 - Any change on guest name(s) constitute a cancelation of reservation and will require a new booking
 - For high profile clientele using an alias, such request should be communicated to the reservation team at time of booking and official name(s) to be disclosed within 96 hours prior to date of arrival.
- **Free sale**
 - Hotel will handle reservation on a free sale basis outside of Peak dates.
 - Peak Dates are available on request by contacting the hotel reservation department
 - Hotel reserves the right to restrict certain dates for reservations at any time. Stop sale will be sent to the email provided at time of contracting. Once stop sale is sent, client will have 48 hrs (from the time the email was sent by Hotel) to comply. Accommodation might still be available on request by contacting our reservation department.
- **Occupancy and Extra Person Charge**
 - A third person / rollaway bed is available in the Lake View Suite and Ocean View Suite room categories only. Additional charge for the third person / Rollaway bed is \$75.00 exclusive of tax per room per day. The tax is subject to change without prior notice.
- **Children's Policy**
 - Taking into consideration maximum occupancy, children of 2 years and under can stay in their parent's room free of charge (crib) and can dine for free (all meals), providing at least one adult is dining.
 - Children under 12 years old (11.99 years old) dining off our restaurant a' la carte menus, opting for a child size portion, will be charged 50% of the Published Rate, providing at least one adult is dining.
- **Breakfast**
 - Continental Breakfast is available at \$21.00 per person
 - Full Breakfast: Continental Breakfast with one hot item is available at \$28.00 per person
 - Breakfast is subject to a mandatory taxes (9%) and service charge of 18%.
- **Check in/out**
 - Check in is after 4pm on day of arrival and check-out is by 12 noon on the day of departure.
- **Guest Property**
 - The Hotel shall not be liable for any loss or damage to property owned by, or in the custody of, the Client its guests, employees, agents or others. Safe deposits boxes are available for the use.
- **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.
- **Indemnification**
 - Hotel shall, at their expense and at Client's request, hold harmless, indemnify and defend 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 Hotel's accommodations or services or Hotel's breach of this Agreement.
 - Client shall, at its expense and Hotel's request, as applicable, hold harmless, indemnify and defend Hotel against any third-party claim or action brought against the Hotel, any of their affiliates, or any of their directors, employees, or agents, relating to (i) the booking of reservations through Client's Systems, or (ii) any breach of this Agreement by Client. 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 indemnified party shall have sole control over the defence and settlement of an Indemnification Claim. Any indemnified party has the right, but not the duty, to participate in the defence 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 defence of such Indemnification Claim.

- **Confidentiality**

- 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 Client provides Hotel access to an extranet, Hotel shall (a) allow access to such extranet only to its employees who have a legitimate need for such access and to Authorised Third Parties for the sole purpose of fulfilling Hotel's obligations under this Agreement, (b) inform Client in writing of all employees with access to such extranet, including any changes to such employees, (c) keep confidential, and require Hotel's employees and Authorised 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. Hotel, as applicable, is responsible for the use of the extranet by anyone using Hotel's password or other access permissions. Any direct connect functionality implemented for the Hotel(s) shall be governed by Client's then-standard direct connect terms and conditions. "Authorised Third Parties" means a third party hired by Hotel under a written contract, and approved by Client in writing, to access 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.

- **Brochure/Website**

- The Client agrees to feature the Hotel in programs and brochures as a "deluxe five star" hotel, including photographs provided by the Hotel when appropriate. Brochure copy and layout must be approved prior to printing. Hotel will not be responsible for mistakes if approval is not sought. Images can be obtained from the following link www.comohotels.com/photolibrary
- Client and its affiliates agree that they will not bid on any Hotel brand name keywords, Hotel names and/or permutations thereof. Hotel will consider that a copyright violation and reserve the right to terminate this agreement immediately, this would include any pay-per click advertising on same.
- Cyber-squatting: Client agrees not to register any domain names which might be construed by the user as belonging to or associated with Hotel or its affiliates, nor will they supply inventory through any affiliate network to any persons operating a domain or URL of same. Should Hotel determine that any non-approved URL or portal is gaining access Hotel room inventory through Client's program, Client will immediately, at Hotel's request assist Hotel in the cease and desist process.

- **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.

- **Payment Terms and Cancellations**

- **Direct Billing**

- Application for direct billing with the hotel must be received no later than thirty days prior to the date of first confirmed reservation and must be made on the Hotel's application form (available on request). This facility is available at the Hotel's sole discretion and for United States based companies, with the exception of those International companies that have been previously approved by other COMO Hotels & Resort properties.

- **Credit**

- We reserve the right to cancel all future reservations, should your direct billing Client fall into a 60-day or more collection status.

- **Incidentals**

- Please be aware that each individual guest will be responsible for incidental charges to be paid upon departure. To guarantee these charges, we require a credit card at time of check-in. An authorization for the amount of \$150.00 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.

Payment Terms and Cancellations

- The Client will be liable to pay all charges incurred by, on behalf of, or at the request of, the Client, its guests, agents or employees for any goods or services provided by the hotel.
- The balance of all sums due from the Client to the hotel (after taking into Client the deposit and any prepayment) shall be paid no later than 72 hours prior to guest arrival, unless Client has been approved for direct billing (see below).
- If the Client has been approved for direct billing, all invoices are due and payable within thirty days of the date of the invoice.
- Hotel agrees not to charge Client for reservations cancelled 72 hours prior to date of arrival. All reservations will be guaranteed for late arrival. Cancelled reservations and no-shows will be billed for one night's lost revenue at the contracted net rate + applicable tax. This is not applicable to group business (5 rooms or more), which is contracted separately.
- Black out dates:
 - o **Art Basel**
 - 3 nights deposit will be required to confirm the reservation and will be subject to the following cancelation policy
 - Hotel agrees not to charge Client for reservations cancelled 60 days to date of arrival. All reservations will be guaranteed for late arrival. Cancelled reservations and no-shows will be billed for three night's lost revenue at the contracted black-out dates net rate + applicable tax. This is not applicable to group business (5 rooms or more), which is contracted separately.
 - o **Festive and New Year**
 - 3 nights deposit will be required to confirm the reservation and will be subject to the following cancelation policy
 - Hotel agrees not to charge Client for reservations cancelled 60 days prior to date of arrival. All reservations will be guaranteed for late arrival. Cancelled reservations and no-shows will be billed for three night's lost revenue at the contracted net rate + applicable tax. This is not applicable to group business (5 rooms or more), which is contracted separately.

No Show Penalties

- To avoid a no show charge of one night's room and tax (three night over Art Basel, Festive and New Year), a cancellation number needs to be provided. We will not adjust no- show charges without a cancellation number.



Wiring instructions for payment are as follows:

Beneficiary Bank details:

JP Morgan CHASE
500 Stanton Christiana Road
Floor 1OPS3
Newark, DE 19713-2107

Beneficiary Account no: 477991918
Beneficiary Routing no: 021000021

Please initial each page of this agreement, sign below and return one copy to the signatory below, or this agreement shall not be binding upon Metropolitan by COMO, Miami Beach.

 <p>Thibaut Asso Regional Director of Sales and Marketing COMO Metropolitan Miami Beach 7 February 2017</p>	 <p>Mr Simon Hilton Ocean Beds Date: 7th Feb 2017</p>
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