

2018 FIT NET RATE AGREEMENT

Date: 8 February 2017

Prepared Especially for: OCEAN HOLIDAYS

By: Tania McCall

Contact: Simon Hilton

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Effective Dates: 02 January 2018 – 01 January 2019

Seasonal Date Breaks		Rate Type	Deluxe Room Only Single-Quad USD Excluding Tax	PREPAID Buffet Breakfast Supplement Per Person Rate is inclusive of Tax & Gratuity	Allotment	Final Release
02 Jan 2018	08 Jan 2018	Standard	\$125.00	\$13.40	Freesell	10
09 Jan 2018	11 Jan 2018	Compression	\$289.00	\$13.40	Freesell	14
12 Jan 2018	21 Jan 2018	Standard	\$125.00	\$13.40	Freesell	10
22 Jan 2018	25 Jan 2018	Compression	\$289.00	\$13.40	Freesell	14
26 Jan 2018	04 Feb 2018	Standard	\$125.00	\$13.40	Freesell	10
05 Feb 2018	06 Feb 2018	Compression	\$289.00	\$13.40	Freesell	14
07 Feb 2018	10 Feb 2018	Standard	\$125.00	\$13.40	Freesell	10
11 Feb 2018	13 Feb 2018	Compression	\$289.00	\$13.40	Freesell	14
14 Feb 2018	20 Feb 2018	Standard	\$125.00	\$13.40	Freesell	10
21 Feb 2018	22 Feb 2018	Compression	\$289.00	\$13.40	Freesell	14
23 Feb 2018	09 Mar 2018	Standard	\$125.00	\$13.40	Freesell	10
10 Mar 2018	11 Mar 2018	Compression	\$289.00	\$13.40	Freesell	14
12 Mar 2018	31 Mar 2018	Standard	\$125.00	\$13.40	Freesell	10
01 Apr 2018	09 Apr 2018	Standard	\$113.00	\$13.40	Freesell	5
10 Apr 2018	13 Apr 2018	Compression	\$289.00	\$13.40	Freesell	14
14 Apr 2018	16 Apr 2018	Standard	\$113.00	\$13.40	Freesell	5
17 Apr 2018	18 Apr 2018	Compression	\$289.00	\$13.40	Freesell	14
19 Apr 2018	30 Apr 2018	Standard	\$113.00	\$13.40	Freesell	5
01 May 2018	08 May 2018	Standard	\$108.00	\$13.40	Freesell	3
09 May 2018	09 May 2018	Compression	\$289.00	\$13.40	Freesell	14
10 May 2018	28 May 2018	Standard	\$108.00	\$13.40	Freesell	3
29 May 2018	30 May 2018	Compression	\$289.00	\$13.40	Freesell	14
31 May 2018	03 Jun 2018	Standard	\$108.00	\$13.40	Freesell	3
04 Jun 2018	06 Jun 2018	Compression	\$289.00	\$13.40	Freesell	14
07 Jun 2018	28 Jun 2018	Standard	\$108.00	\$13.40	Freesell	3
29 Jun 2018	30 Jun 2018	Compression	\$289.00	\$13.40	Freesell	14
01 Jul 2018	18 Jul 2018	Standard	\$108.00	\$13.40	Freesell	3
19 Jul 2018	20 Jul 2018	Compression	\$289.00	\$13.40	Freesell	14
21 Jul 2018	24 Sep 2018	Standard	\$108.00	\$13.40	Freesell	3
25 Sep 2018	26 Sep 2018	Compression	\$289.00	\$13.40	Freesell	14
27 Sep 2018	30 Sep 2018	Standard	\$108.00	\$13.40	Freesell	3
01 Oct 2018	09 Oct 2018	Standard	\$113.00	\$13.40	Freesell	3



10 Oct 2018	11 Oct 2018	Compression	\$289.00	\$13.40	Freesell	14	
12 Oct 2018	13 Oct 2018	Standard	\$113.00	\$13.40	Freesell	3	
14 Oct 2018	15 Oct 2018	Compression	\$289.00	\$13.40	Freesell	14	
16 Oct 2018	17 Oct 2018	Standard	\$113.00	\$13.40	Freesell	3	
18 Oct 2018	19 Oct 2018	Compression	\$289.00	\$13.40	Freesell	14	
20 Oct 2018	30 Nov 2018	Standard	\$113.00	\$13.40	Freesell	3	
01 Dec 2018	24 Dec 2018	Standard	\$108.00	\$13.40	Freesell	3	
25 Dec 2018	01 Jan 2019	Standard	\$125.00	N/A	Freesell	10	
Value Added Offers: Complimentary Self-Parking & Basic Wi-Fi in Guestrooms							

- All rates above are quoted as net rates, Deluxe Guestrooms Run of the House. Maximum occupancy is five (5) persons in existing bedding; one king bed or two queen beds. Deluxe guestroom can accommodate either one (1) rollaway bed or one (1) crib.
- Reservation type must be clearly indicated on the reservation request; Either Room Only or Room with Breakfast.
- FIT Rates do not apply for Groups. A group is considered as ten (10) rooms or more.
- Spilt rates are applicable.

Tax:

The applicable tax rate is currently 12.5%. This tax is not included in the net rates as quoted above. Should a tax increase occur during the term of this contract, **OCEAN HOLIDAYS** will be responsible to pay the additional tax amounts.

Rack Rate:

\$499.00 per Deluxe Accommodation, exclusive of tax.

Net Static Wholesale Rates:

ROSEN SHINGLE CREEK rates as provided within this agreement are static net rates and are provided to OCEAN HOLIDAYS with the mutual agreement that these static net rates will be included as part of a bundled package which includes multiple travel components such as air, car or attraction tickets. ROSEN SHINGLE CREEK static net rates shall never be exposed as a "hotel only" rate direct to the consumer through any distribution channel including but not limited to any third party in which OCEAN HOLIDAYS distributes or provides access to ROSEN SHINGLE CREEK'S net static rates. ROSEN SHINGLE CREEK strictly prohibits the publication of any static net room only rate information on the internet, World Wide Web, or other online system, other than our published, most available rate for ROSEN SHINGLE CREEK \$499.00 per night, plus tax. Unauthorized publication of the agreed net rates will result in an immediate termination of contract and release of any allotments including booked reservations.

Dynamic Gross Rates:

If OCEAN HOLIDAYS or any affiliate/third party of the OCEAN HOLIDAYS that provides ROSEN SHINGLE CREEK static net rates via OCEAN HOLIDAYS systems i.e. software, database, extranet that enables one to shop for, reserve and/or pay for travel services through a computer, tablet or mobile device, intends or opts to sell non-packaged, "hotel only" rates, OCEAN HOLIDAYS must contact to advise as such a ROSEN SHINGLE CREEK sales manager or director. ROSEN SHINGLE CREEK will provide OCEAN HOLIDAYS with an addendum to this agreement to be accompanied by access to ROSEN SHINGLE CREEK'S best available rate (BAR) dynamic flexible gross rates and margin. OCEAN HOLIDAYS is not permitted to sell, market or advertise ROSEN SHINGLE CREEK dynamic flexible gross rates less than ROSEN SHINGLE CREEK'S best available rate (BAR)/dynamic flexible gross rate direct to the consumer through any distribution channel.

Convention/Leisure Conflicts:

Rates as quoted within this contract agreement are designed for individual vacation packaged consumers only. The rates negotiated in this agreement do not apply to individuals or groups attending any "in house convention", related meetings or meetings being held at the Orange County Convention Center. In the event that an individual or group attending a convention is booked at our negotiated FIT net rate, the guests' individual reservation shall be subject to a rate adjustment or cancellation. ROSEN SHINGLE CREEK cannot be held responsible for providing alternative accommodations. If OCEAN HOLIDAYS is found to have multiple violations to this condition, ROSEN SHINGLE CREEK has the right to cancel agreement and all future reservations may also be subject to cancellation.

Minimum Night Stay Requirement:

Arrivals on the following dates require a minimum consecutive night stay.

- > 7 Nights 22 25 Jan 2018
- ➤ 5 Nights 13 Jun 2018
- 4 Nights 14 Jun 2018
- 5 Nights 09 Sep 2018
- ➤ 5 Nights 18 Oct 2019
- 5 Nights 19 Oct 2018



Black-Out Dates:

Due to current hotel occupancy and commitments, the hotel is unable to accommodate future reservations for the following dates:

- > 9 11, 16 17; 28 30 JAN 2018
- > 01 06 MAR 2018
- > 02 03, 07 08; MAY 2018
- → 01 03, 09, 24 25; OCT 2018
- > 05 07, 22 24 NOV 2018
- > 03 05 DEC 2018

Should the hotel deem it necessary to issue further close out dates, **ROSEN SHINGLE CREEK** reserves the right to do so. Advice will be sent via email. **OCEAN HOLIDAYS** will have a maximum of 48 hours to report and confirm all bookings. On or during a close out period, modifications to reservations will not be accepted. Please clearly provide the email address that close out notifications are to be sent to:

Email for Stop Sale Notifications: stopsales@ocean-holidays.co.uk

Children Stay Free:

Children 17 years old and under, when accompanied by a parent or legal guardian and fall within the maximum room occupancy, on bedding as advertised.

Children Eat Free:

Children 6 years and under. One child is eligible per each paying adult meal purchase. Special menu may be applicable.

Pre-Paid Breakfast Buffet Price:

ROSEN SHINGLE CREEK offers a full buffet breakfast served daily at our Café Osceola Restaurant. Guests can pre-book prepaid, non-refundable voucher(s) prior to arrival to the hotel as part of their reservation. Reservation must be reported as room with breakfast. Please reference rate grid above for applicable breakfast supplement. Once issued, vouchers are non-refundable and have no cash value. Vouchers cannot be requested or arranged once guest arrives to hotel. Standard restaurant meal pricing would then apply.

Check in & Out Times:

Check In Time: 3:00PM Check Out Time: 11:00AM

Occupancy Age:

The lead name on each reservation must be of age 18 or older. Valid, government issued, photo identification is required at check-in.

Rollaway Bed & Crib:

\$15.00 plus tax, bed, per night. . **OCEAN HOLIDAYS** will collect payment for a guestroom requiring an extra bed (Rollaway bed). Rosen Shingle Creek will invoice **OCEAN HOLIDAYS** for extra bed via Rosen Shingle Creek's invoice. Guests that do not pre-book and pay **OCEAN HOLIDAYS**, shall pay the Rosen Shingle Creeks prevailing rate for extra bed, currently \$21.00 per night, per bed, plus tax. A crib for an infant is available on a complimentary basis, subject to availability and request.

Incidental Charges:

A deposit payable at time of check-in is required for each room reservation. Deposit is payable by credit card, travelers cheque or cash. Deposit is refundable, subject to any charges to guestroom folio or damages incurred by guest(s).

Allotment Utilization:

If an allotment of guestrooms is agreed upon, should pick up of this aforementioned allotment of rooms significantly decrease, we may, at our option, reduce the room allotment for the remainder of the contract.

Shingle Creek Golf Rates:

Dates		Rack Rate	Wholesale Net Rate	
12 Jan 18	12 Aor 18	\$175	\$129	
13 Apr 18	20 May 18	\$125	\$89	
21 May 18	30 Sep 18	\$89	\$49	
01 Oct 18	10 Jan 19	\$125	\$89	

- All golf rates are plus 6.5% sales tax (not included in rates above).
- Rates include cart and range balls prior to round.

Reservations/Final Release:

All reservations shall be reported on a Sell & Report basis. Reservations shall be sent via email or via fax to the numbers below. All reservations must be reported to hotel prior to final release period as stated in hotels rate grid, 3pm, EST. All guestrooms that are not utilized prior to final release will be



released back to the hotels inventory. Any reservation reported after final release is subject to guestroom availability and the rate may vary from contracted rate. Hotel is not responsible for guest's correspondence, assistance and/or compensation for reservations reported to hotel past final release date and time. Please allow a minimum of 24 hours for confirmation for each booking. The reservations department is available between 8am - 8pm EST Monday - Friday and 8am - 6pm EST Saturday and Sunday. For same day requests or after hours, please contact the Front Desk of the hotel.

Email: wholesale@rosenshinglecreek.com **Report Reservations to:**

> 407 996 3150 Fax:

Above Allotment Requests: Should be requested either by email or via fax to Reservations (refer to email & fax numbers above).

Requests will be subject to hotel availability.

Cancellation Policy: OCEAN HOLIDAYS is liable for all confirmed reservations. Standard Rates: Individual cancellations must be received on or prior to five (5) days prior, 5pm EST to the date of arrival or the amount of

one (1) night's room & tax will be retained or billed for that individual's cancellation. A cancellation

number must be obtained for all cancellations.

Compression Rate Cancellation: Compression Rates: Early departures for reservations that are booked to arrive or stay during the

compression dates as noted in the rate panel are subject to penalty in the amount of the full

reservations room and tax charges. Stays are non-refundable.

No Show Policy: Confirmed reservations that do not arrive as booked, a penalty fee in the amount of one (1) nights

room and tax will be applicable. Any reservation booked for a stay arriving on a compression date, a

penalty fee in the amount of the full reservation's room and tax will be applicable.

Valet Parking Day Valet Parking - Overnight **Parking Fees: Self-Parking**

Included in FIT Rates*

\$24.00* \$32.00 \$32.00

Smoking Policy: In order to fully comply with the Florida Indoor Clean Air Act, as well as to provide a refreshing, smoke

> free environment for our guests, ROSEN SHINGLE CREEK is a non-smoking hotel. Smoking areas are available in designated, outside areas of the hotels. A \$350 cleaning fee will be applied to guest folio

if the policy is not followed in the guestrooms.

Payment Policy: Pre Pay: Rosen Hotels & Resorts are pre-pay hotels. Individual reservations must be prepaid fourteen

(14) days prior to arrival. Reservations will be automatically cancelled if prepayment is not received fourteen (14) days prior to arrival. We will not be responsible for relocating reservations that have

been cancelled due to non-guarantee.

Bank Wire Transfers: Should OCEAN HOLIDAYS decide to pay for reservations by means of a wire transfer, ROSEN SHINGLE

> CREEK will provide our banking details as needed. At time of wire transfer, OCEAN HOLIDAYS should send the hotel a detailed record of which reservations will be covered by an anticipated wire transfer so that funds can be correctly distributed. All Bank Fees associated with the wire transfer are the responsibility of OCEAN HOLIDAYS and should be pre-paid at the time the wire transfer is arranged.

Under no circumstances will ROSEN SHINGLE CREEK pay for wire transfer fees

Mutual Hold Harmless: Rosen Hotels & Resorts shall indemnify, defend and hold harmless OCEAN HOLIDAYS and its affiliates and subsidiaries, and their respective directors, officers, employees, shareholders, agents and representatives (collectively, the "INDEMNIFIED PARTIES" and individually an "INDEMNIFIED

> PARTY"), subject to the limitation of liability set forth in Chapter 509, Fla. Stats, or other applicable statutes, from and against any and all claims, damages, losses, costs and expenses of any kind, (including reasonable attorney fees and costs incurred by an INDEMNIFIED PARTY) caused by HOTEL resulting from the use or occupancy of the Hotel premises by OCEAN HOLIDAYS its officers, employees, members, guests, customers, and invitees, including, without limitation, injury to or death of any person and damage to or destruction of any property, real or personal (including but not

> Resorts shall not be obligated to indemnify INDEMNIFIED PARTIES for matters arising from the gross negligence or willful misconduct of an INDEMNIFIED PARTY. INDEMNIFIED PARTIES will promptly notify The Rosen Hotels & Resorts of any claim made or suit brought within the scope of this Section. The choice of law for any dispute regarding this agreement shall be the law of the State of

> limited to property owned, leased or under the control of OCEAN HOLIDAYS. The Rosen Hotels &

Florida and Venue shall be proper only in a court of competent jurisdiction in New York, NY.



OCEAN HOLIDAYS shall indemnify, defend and hold harmless The Rosen Hotels & Resorts and its affiliates and subsidiaries, and their respective directors, officers, employees, shareholders, agents and representatives (collectively, the "INDEMNIFIED PARTIES" and individually an "INDEMNIFIED PARTY") from and against any and all claims, damages, losses, costs and expenses of any kind, (including reasonable attorney fees and costs incurred by an INDEMNIFIED PARTY) arising out of or resulting from the use or occupancy of the Hotel premises by OCEAN HOLIDAYS, its officers, employees, members, guests, customers, and invitees, including, without limitation, injury to or death of any person, damage to or destruction of any property, real or personal (including but not limited to property owned, leased or under the control of an HOTEL). OCEAN HOLIDAYS shall not be obligated to indemnify INDEMNIFIED PARTIES for matters arising from the gross negligence or willful misconduct of an INDEMNIFIED PARTY. INDEMNIFIED PARTIES will promptly notify OCEAN HOLIDAYS of any claim made or suit brought within the scope of this Section.

Insurance

Rosen Hotels and Resorts, Inc. and OCEAN HOLIDAYS shall obtain and keep in force during the term of the occupancy or use of the premises, policies of Commercial General Liability Insurance in an amount no less than \$1,000,000 per occurrence; and if applicable Automobile Liability Insurance in an amount no less than \$1,000,000 per occurrence; and Worker's Compensation Insurance with a minimum of statutory limits and Employer's Liability limit of \$1,000,000. Each Party's General Liability Insurance shall name the other party and its affiliates and subsidiaries, and their respective directors, officers, employees, shareholders and partners as additional insured and this shall be evidenced by a Certificate of Insurance which shall be received by each party 30 days prior the occupancy of the Hotel.

Force Majeure:

The party's performance under this Agreement is subject to acts of God, acts of terrorism, war, strikes, civil disorder, curtailment of transportation facilities, or any other civil emergency, beyond the parties control making it impossible to perform their obligations under this Agreement. For purposes hereof, a force majeure event shall be deemed to exist IF 25% of the flights arriving and departing from the Greater Orlando International Airports have been cancelled for any one or more of the foregoing reasons. Either party may terminate this Agreement without liability for any one or more such reasons upon prompt written notice to the other. Financial difficulties of either party or other performance problems pursuant to the terms and condition of this Agreement shall not be deemed a force majeure event.

Personal Data Protection

"Personal Data" means any information regarding any identified or identifiable person associated with the hotel stay that may be provided or discovered during the course of performing under this Agreement. Hotel may process and use the Personal Data for any purpose set forth under the FIT Agreement, process your payment for goods and services purchased at the Hotel and to promote our services. Hotel may disclose the Personal Data only to Hotel's agents, employees and subcontractors for the purposes set forth in this clause. Hotel may also disclose Personal Data as required to fulfill regulatory or legal requirements within the travel industry. Hotel may not sell, rent or lease Personal Data to any other party.

Hotel will use the same reasonable degree of care to prevent the unauthorized use, dissemination or publication of the Personal Data, as it uses to protect its own information of similar nature, and will make best efforts to implement relevant technical and organizational measures to protect personal data which are required by the applicable law. Hotel will endeavor to adhere to all applicable export, personal data protection and security laws, regulations and rules when collecting, using, storing, transferring and otherwise processing Personal Data. Hotel agrees to notify Client if it becomes aware of any actual, suspected or alleged unauthorized use of, disclosure of, or access to Personal Data by itself or others that also creates a notification obligation to affected individuals under state or federal law. In the event of such a security incident, Hotel will cooperate with Client in accordance with the applicable laws, including: conducting the investigation; cooperating with authorities; and notifying affected persons, credit bureaus, other persons or entities deemed appropriate by the Client.

Duty of Care:

ROSEN SHINGLE CREEK is committed to providing a good standard and service at all times. If a situation shall arise whereas a guests' direct actions cause or create a disturbance, disruption or damage to other hotel guests, accommodation or facility whereas local authorities are involved and result in guest(s) being trespassed from the hotel property, a penalty in the amount of the full reservation room and tax will be applicable. Unused accommodation funds will be applied to assist with the offset of costs required as a direct result from the guests actions for repairs and/or compensation paid to any involved parties

Customer Satisfaction Conflict:

While **ROSEN SHINGLE CREEK** is sensitive to the laws governing client satisfaction both domestically and abroad, we do not accept arbitrary compensations being recovered from our properties payment.



Any justifiable compensation claims should be examined and investigated by the Hotel prior to a settlement being paid by the tour operator, if the operator expects reimbursement for the settlement. All compensation to a guest will be negotiated.

American With Disabilities Act:

ROSEN HOTELS & RESORTS warrants that, as place of "public accommodations", it is in compliance with the Americans with Disabilities Act (Public Law 101-336) and that it will, in implementing instructions from the **OCEAN HOLIDAYS** for their guests covered by the contract, comply in all respects with the provisions of the act and regulations issued there under. **ROSEN HOTELS & RESORTS** will hold the **OCEAN HOLIDAYS** harmless from any Americans with Disabilities Act violation within the scope of the facility's activities.

Applicable Law & Venue:

The choice of law for any dispute regarding this agreement shall be the law of the State of Florida and Venue shall be only in OCEAN HOLIDAYS of competent jurisdiction in Orange County, Florida

Modifications:

Any changes, additions, stipulations or deletions, including lining out by either party will not be considered agreed to or binding to the other unless such modifications have been initialed or otherwise approved in writing by the other.

Special Note:

When publishing your brochure displaying our hotel logo, photo or name, we will need to receive confirmation of placement and copy prior to printing for approval, and require a copy of the finished product after printing.

Images for Resorts:

Images are available on each hotels website low or high resolution; PRESS tab, images.

Hotel Description:

Rosen Shingle Creek luxury hotel, 230 lush acres, an unspoiled natural setting along the headwaters of the Everglades. A hotel that surprises and delights. Designed to please in every possible way, ours is a one-of-a-kind hotel that offers incredible experiences and delivers exceptional luxury. From 1,501 elegant guestrooms and suites located in the heart of Orlando just minutes from the International Drive entertainment corridor, to 15 tantalizing restaurants and lounges, to our many on-site amenities, including: 18-hole par 72 championship course, The Spa at Shingle Creek, state-of-the-art fitness center, 4 outdoor pools, 2 tennis courts, sand volleyball, basketball, fishing, video game room and more, Rosen Shingle Creek is in countless ways, Orlando's most inspiring AAA Four Diamond hotel. Add in RFID locks, no resort fee, free Wi-Fi, close proximity to International Drive and all the world-famous attractions, for an unmatched Orlando experience.

Rosen Shingle Creek offers mouthwatering culinary treats for every taste preference with fifteen dining and lounging options that are perfect for small gatherings or individual dining experiences, including two AAA Four Diamond restaurants -- A Land Remembered and Cala Bella; Bella's Bar; Cafe Osceola, serving buffet for breakfast, lunch, dinner, and a la carte menus; Banrai Sushi; Tobias Flats; Mi Casa Tequila Taqueria, where guacamole is prepared fresh to your personal taste at your table, hand-crafted margaritas are a specialty, and authentic flavors satisfy more than your appetite; 18 Monroe Street Market, our 24-hour market/deli; Smoooth Java coffee and juice bar, proudly serving Starbucks™; Creek Ice Creamery; Headwaters Lounge; Cat-Tails Pool Bar & Grille, offering a variety of food and drink options, and 24-hr Room Service.

Concessions:

ROSEN SHINGLE CREEK agrees to extend the following special offers to guests booked to reside at **ROSEN SHINGLE CREEK** and for **OCEAN HOLIDAYS**

- Complimentary Self-Parking,
- Wi-Fi in Guestroom and Hotel's Public Areas (excludes convention areas)
- No resort fee. All services are charged individually.
- Kids Eat Free Select full-service restaurants. Children 6 years and under. One child is eligible
 per each paying adult meal purchase. Special menu may be applicable
- Complimentary scheduled shuttle transportation to Universal Studios Orlando Theme Parks, Sea World (via Universal), & Aquatica (via Universal). Scheduled shuttle transportation is also available to a Premium Outlet Mall. Transportation must be reserved a minimum of 24 hours in advance of the required service – subject to limited seat availability. Seat availability is not guaranteed. Shuttles pick up guests from hotels transportation lobby

Approval:

In order to run a smooth and efficient operation, these policies will be strictly monitored and enforced. Please make your staff aware of these policies, in order to avoid any unwarranted charges to your **OCEAN HOLIDAYS** if all of the aforementioned meets with your approval, please sign and return a copy of this AGREEMENT to my attention.

OCEAN HOLIDAYS Initials Hotel Initials



ROSEN SHINGLE CREEK

9939 Universal Blvd. Orlando, FL 32819 Tel: (407) 996 3143 Fax: (407) 996 9935

OCEAN HOLIDAYS

3204 Rolling Oaks Blvd. Kissimmee, FL 24747 Phone: 407 390 6422

Fax:

Acceptance Signatures:

Tania McCall NAME Simon Hilton

13th Feb 2017

Date Date