

MARGARITAVILLE HOLLYWOOD BEACH RESORT – F.I.T. AGREEMENT

This Margaritaville Hollywood Beach Resort F.I.T. Agreement (the “**Agreement**”) between Margaritaville Hollywood Beach Resort (“**Hotel**”) and **OCEAN HOLIDAYS (“Company”)** is effective on **May 1st, 2017** (the “**Effective Date**”). Company is a wholesaler that distributes travel products and services directly and through travel agents, tour operators and wholesalers who primarily operate in off-line distribution channels (each, a “**B2B Partner**”, and collectively, the “**B2B Partners**”). Margaritaville Hollywood Beach Resort is a hotel and leisure company.

1. **Term:** This Agreement is valid until April 30, 2018 (the “**Term**”).
2. **Rates:** The rates for guest rooms at Hotels’ facilities that may be included by Company and its B2B Partners in Travel Packages are specified in the Hotel Agreement. All rates are non-commissionable.
3. **Best Rate Guarantee policy and definition**
We guarantee that every hotel reservation booked through the Margaritaville Resort Hollywood Beach website will have the lowest room price (room rate) publicly available on any consumer online channel. If a customer finds a lower room price (room rate) on a non-Margaritaville Resort Hollywood Beach Website within 24 hours of booking, we will match the lower room price
4. **Travel Packages:** Company must bundle and must take commercially reasonable steps to ensure that its B2B Partners bundle all guest rooms made available through the Hotel Agreements in a packaged travel product that is, at a minimum, a combination of a room and airfare, an overnight cruise, or another meaningful component (“**Travel Packages**”) before Company or its B2B Partners sell such guest rooms to retail customers. For the avoidance of doubt, under no circumstances may guest rooms made available through the Hotel Agreements be sold by Company or its B2B Partners on a retail website in a room-only or unbundled manner.
5. **Non-Disclosure of Rates:** Company may not sell, and must take commercially reasonable steps to ensure that its B2B Partners do not sell, the Hotels’ guest rooms at rates provided through the Hotel Agreement in a manner that discloses, directly or indirectly, the rates for such guest rooms.
6. **Onward Distribution:** Except for B2B Partners, Company may not transfer or assign rates provided through the Hotel Agreements to any company or organization. Upon receipt of written notice from Hotel, Company must stop distributing rates provided through this Agreement to any B2B Partner that has violated Hotel’s Best Rate Guarantee or which Hotel otherwise determines do not qualify for use of such rates.
7. **Confirmation:** Company will provide, in accordance with all applicable laws and privacy policies, confirmation of Travel Package details to customers. Such confirmation shall provide customers with the name, brand affiliation, precise location and telephone number of the Hotel.
8. **Marketing:** Hotel hereby grants Company a non-exclusive, royalty free, non-sub-licensable (except to B2B Partners), non-transferable, revocable license, during the Term and solely as necessary to exercise its rights and perform its obligations under this Agreement, to use and display: (a) Hotel trademarks, service marks, trade names, designs, logos, slogans, symbols, and trade dress, including all renewals, variations and derivatives thereof (collectively, the “**Trademarks**”); and (b) any text, image, video, data or other content that depicts or otherwise relates to the Hotel (the “**Content**”). All such Trademarks and Content must be obtained from the Hotel.
9. **Revenue and Taxes:** For guest rooms sold by Company or its B2B Partners at rates provided through the Hotel Agreements, Company will pay the Hotel an amount equal to 100% of the rate plus any applicable taxes and other charges (the “**Standard Room Charge**”). As between Company and the Hotel, Company will retain all amounts by which the price of a Travel Package exceeds the Standard Room Charge (the “**Consumer Price**”). Company will be solely responsible for, and will timely remit to the proper taxing authorities, any and all taxes, duties, charges and governmental fees that are applicable to the difference between the Consumer Price and the Standard Room Charge.
10. **Disclosure:** Company must, and must take commercially reasonable steps to ensure that its B2B Partners: (a) advise all customers that they are responsible for payment of all charges over and above the Standard Room Charge and (b) clearly and conspicuously disclose to customers in advance of booking all state and local taxes and all automatic or mandatory charges specified by Hotel.
11. **Billing Privileges:** Company must fully prepay for all bookings at the Hotel, unless, upon application and review by Hotel, the Hotel elects to extend direct-billing privileges to Company.
12. **Payments from Customers:** Hotel will collect payment from its customers for any applicable taxes, automatic and mandatory charges, and incidental charges not included in the Standard Room Charge.
13. **Reporting:** Company will provide Hotel with monthly reports in electronic form that provide information concerning rooms sold by Company. Company shall use commercially reasonable efforts to provide Hotel with additional requested reports so long as such additional reports: (a) do not materially increase costs to Company; and (b) are consistent with Company’s privacy policy and any other applicable legal or contractual restrictions. Company will not disclose booking or performance data of Hotel to any third party, except as part of an aggregated data set (of which the Hotel data constitutes no more than 20% of the data set), such that the data as aggregated or compiled would not allow the recipient thereof to ascertain or otherwise isolate data regarding Hotel.
14. **Insurance:** During the Term, Hotel and Company will each carry and maintain Commercial General Liability insurance covering bodily injury and property damage with a combined single limit of not less than \$2,000,000 per occurrence/annual aggregate. Coverage shall include Personal and Advertising Injury. The insurance will include contractual liability coverage for the performance by each party of its indemnity agreements. Such limit may be satisfied through any combination of primary liability and umbrella liability policies issued by reputable insurance companies. Hotel shall be named as an additional insured on Company policy (ies).
15. **Warranties:** Company and Margaritaville Hollywood Beach Resort represents and warrants that it has the right, power and authority to enter into this Agreement and to perform all of its obligations in this Agreement. Company further agrees that it is solely responsible for the content of marketing and advertising materials relating to Travel Packages, and Company represents and warrants that it and its B2B Partners will accurately and completely display at all times any guest room information provided by Hotel.

16. **Indemnification:**

- a. Company and Hotel will indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims resulting from its breach of this Agreement or the negligence or intentional misconduct of such party or its officers, directors, employees, agents, and contractors. Company agrees that its indemnity will cover claims, including but not limited to: (a) resulting from Company or one of its B2B Partner's failure to pay any applicable taxes due on amounts it charged or collected; (b) resulting from Company or one of its B2B Partner's failure to clearly and conspicuously disclose to its consumer in advance of booking all mandatory fees and charges; or (c) by governmental authorities related to taxes or fees payable with respect to any amounts charged or collected by Company or its B2B Partners over and above the Standard Room Charge.
- b. EXCEPT FOR LIABILITY OF A PARTY ARISING OUT OF ANY BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER, AND WITHOUT LIMITING THE INDEMNITY OBLIGATIONS OF ANY PARTY UNDER THIS AGREEMENT, IN NO EVENT SHALL ANY PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO PARTY HERETO WILL BE LIABLE FOR PUNITIVE DAMAGES.

17. **Dispute Resolution:** The parties will resolve any claim or dispute arising out of or relating to this Agreement through binding arbitration before one arbitrator. Hotel is located in the United States. The arbitration will be conducted under the rules of the American Arbitration Association or JAMS in the state and city in which the Participating Hotel is located, and the law of the state in which Hotel is located will be the governing law. In any arbitration or litigation arising out of or relating to this Agreement or the enforcement of any arbitration award, the prevailing party will recover attorneys' fees and costs including expert witness and arbitration fees and pre- and post-judgment interest. Each party will be responsible for attorneys' fees and interest associated with the other party's efforts to collect monies owed under this Agreement.

18. **Laws and Policies:** Each party will comply with all applicable laws and regulations, its respective privacy policy, and Hotel rules and policies.

19. **Confidentiality:** Each party will each take reasonable steps to keep all confidential information provided by the other party confidential and to identify information as confidential when shared. Confidential information will not include: information that: (a) is already known by the receiving party, free of any obligation to keep it confidential, (b) is or becomes publicly known through no wrongful act of the receiving party, (c) is received by the receiving party from a third party without any restriction on confidentiality, (d) is independently developed by the receiving party, (e) is disclosed to third parties by the disclosing party without any obligation of confidentiality or because of valid order, rule, regulation or law, or (f) is approved for release by prior written authorization of the disclosing party.

20. **Termination:**

- a. Either party may terminate this Agreement in the event of a material breach of this Agreement by the other party if such breach is not cured within 30 days from receipt of written notice of such breach.
- b. Hotel may terminate this Agreement within 30 days after delivery to Company of written notice of termination if, after the Effective Date, Company becomes controlled by any entity that, directly or through any affiliate thereof, is engaged in the ownership, management, operation, leasing, online distribution or franchising of lodging accommodations.
- c. Either party may terminate this Agreement upon 30 days' prior notice if the other party (i) consistently fails to pay its *bona fide* debts as they come due, (ii) becomes subject to a voluntary or involuntary bankruptcy proceeding (and, in the case of an involuntary proceeding, such proceeding is not dismissed within 90 days), or (iii) makes a general assignment for the benefit of its creditors.

21. **Audit Rights:** Company shall maintain detailed records of all data necessary for Hotel's verification of Company's performance under this Agreement, and shall, upon no less than 15 business days' prior written notice from Hotel, provide reasonable access to all pertinent records to the extent necessary to allow such verification. Any such audit shall occur during Company's normal business hours and in a manner so as not to unreasonably interfere with Company's business operations.

22. **Relationship of Parties:** Neither this Agreement nor the cooperation of the parties contemplated by this Agreement will be deemed or construed to create any partnership or joint venture between the parties.

23. **Public Communications:** Neither party will make or issue any public statement or announcement regarding the existence or the content of this Agreement, unless as the other party will agree in writing to such statement or announcement prior to its issuance.

24. **Force Majeure:** If acts of God or government authorities, natural disasters, or other emergencies beyond a party's reasonable control make it illegal or impossible for such party to perform its obligations under this Agreement, such party may terminate this Agreement upon written notice to the other party without liability.

25. **Notice:** Any notice required or permitted by the terms of this Agreement must be in writing.

26. **Assignment:** Neither this Agreement nor any rights or obligations hereunder may be assigned, pledged, delegated or otherwise transferred, in whole or in part, by either of the parties hereto, without the prior written consent of the other party.

27. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable that provision will be eliminated or limited to the minimum extent possible, and the remainder of the Agreement will have full force and effect.

28. **Waiver:** If either party agrees to waive its right to enforce any term of this Agreement, it does not waive its right to enforce any other terms of this Agreement.

29. This Agreement constitutes the entire agreement between the parties, supersedes all other written and oral agreements between the parties concerning its subject matter, and may not be amended except by a writing signed by Hotel and Company.

30. ACCEPTED AND AGREED TO:

OCEAN HOLIDAYS

Simon Hilton

Name of Contact



Signature

16th Feb 2017

Date

Margaritaville Hollywood Beach Resort

Name of Contact

Signature

Date

EXHIBIT A
HOTEL RATE AND INVENTORY AGREEMENT

This Hotel Rate and Inventory Agreement (the “**Hotel Rate and Inventory Agreement**”), dated **May 01st, 2017** is made and entered into by and between and **OCEAN HOLIDAYS** (“**Company**”) and **MARGARITAVILLE HOLLYWOOD BEACH RESORT** (“**Hotel**”) and incorporates the term of, and is governed by, the Margaritaville Hollywood Beach Resort F.I.T. Agreement dated as MONTH DAY, YEAR entered into by Company and Margaritaville Hollywood Beach Resort (the “**Agreement**”). Unless specifically defined otherwise herein, all terms used in this Hotel Rate and Inventory Agreement will have the meanings given them in the Agreement. Company and the Hotel agree as follows:

Name of Hotel facility: **MARGARITAVILLE HOLLYWOOD BEACH RESORT**

1111 North Ocean Drive
Hollywood, FL 33019
Phone: 954-874-4444 Fax: 954-874-2361

Inventory and Rates: The currency for all prices, rates, and charges stated in this letter is USD.

Package Room Rates: (Any package we deem necessary)

FREE SELL:

Company and its B2B Partners may book rooms without an allotment commitment until such time as Hotel notifies Company to cease booking rooms. At such time, Company must report all outstanding reservations within 48 hours.

All rooms on allotment or free sell must be sold and reported to Hotel daily by fax/email, as well as recapped at the cut-off schedule. Unsold rooms from allocation will be automatically released back to Hotel at the specified cut-off date. Requests after cut-off date are subject to rate and space availability. **Company agrees that Hotel reserves the right to contact Company and to re-negotiate allocation, in the event that actual or historical sales do not warrant the above noted allocation.**

Reservations that are within the allotment can be sold on a sell and report basis until the cutoff dates, in accordance with the room allotments set forth in this letter. Any requests after the cutoff date must be requested directly from Hotel. Reservation requests after the cutoff date will be confirmed at the then prevailing rate, depending on the room category.

The following seasonal net wholesale leisure contract rates are offered to Company for the period of **May 1st, 2017 – April 30, 2018** (“**Package Room Rates**”). Maximum occupancy is 4 guests to a room sharing existing bedding.

ROOM CATEGORY	05/01/17-05/29/17		05/30/17-08/31/17		09/01/17-12/22/17		12/23/17-04/30/18	
	Weekend	Weekday	Weekend	Weekday	Weekend	Weekday	Weekend	Weekday
Sunset (Intracoastal view)	\$232	\$222	\$205	\$192	\$235	\$225	\$360	\$350
Ocean View	\$247	\$237	\$230	\$220	\$250	\$240	\$380	\$370
Deluxe Ocean View	\$272	\$262	\$275	\$259	\$280	\$270	\$410	\$400
Paradise (Ocean Front)	\$315	\$305	\$320	\$310	\$360	\$350	\$465	\$455

Weekend rates: Apply for arrivals on Thursday, Friday and/or Saturday

Weekday rates: Apply for arrivals on Sunday, Monday, Tuesday & Wednesday

All **Room Rates** are based on double occupancy. Additional person over 17 years of age: US\$ 25.00 per person plus applicable tax.

NOTE: Arrivals on December 24-31, 2017 require a 3 night minimum length of stay.

Different rates for different day periods will apply. Example: A booking with check-in on a weekday and checking out on a weekend will be charged the lower rate for weekday and the higher rate for weekend.

PROMOTIONS: Please see promo sheet attached

In addition to the net rates provided by the property, a US\$28.03 (tax inclusive) mandatory Resort Fee applies per room, per night.

The Resort Fee includes:

- Wireless internet everywhere (streaming available for additional cost)
- Access and use of the Fitness center
- Two beach chairs
- Bottled water: 2 per day, per room
- In-room coffee
- Local calls
- Long-distance (domestic)
- Local Newspaper (available at front desk)

Stop Sell Dates: Presently none for the time periods above

TO BE FILLED BY OPERATOR:

Please send inventory changes to: stopsales@ocean-holidays.co.uk

Failure to produce a minimum of **200** room nights over the effective dates of this agreement will affect future rate and allotment consideration. Productivity will be tracked on a quarterly basis.

Hotel reserves the right to impose black-out dates at its sole discretion. In such case, Hotel will honor all reservations for the black-out period, which were made prior to the notification of the black-out, provided reservation are received within 48 hours of the notification of the black-out at Hotel.

Please note that the black-out dates may be added during the year at any time. Hotel will advise Company of this in advance and in this case, Hotel will request that Company stop selling and submit reservations already made within 2 days from the date of notice.

Cut-Off Dates: Hotel has no obligation to honor the reservation at the contracted rates if made past the below cut-off dates:

05/01/17 - 12/23/18	12/24/17 – 04/30/18
3 days	14 days

Rate Conditions:

Taxes & Fees: The above rates are plus taxes & fees, currently 11% occupancy tax + 1% Public User Fee, subject to change without notice. *A local Public User Fee is assessed on all sales throughout the resort. This fee, currently 1%, is subject to State Sales Tax of 6%. Room rates are taxable at 6% sales tax and 5% occupancy tax.* Company must inform their B2B clients and make them responsible for any additional taxes and/or fees that may arise. Taxes and fees are imposed by local government and are by law required to be enforced and collected. Company failure to pay taxes will result in Hotel charging the guest for the difference or the whole amount.

Split Season Rate: For any reservations that commence in one season and overlap into another season during the guest's stay, the corresponding rate for each season will apply.

Incidental and Additional Charges:

Hotel's Family Plan provides for children 17 years and under to stay free as long as they occupy the same room as their parents in existing bedding. Children over the age of 18 and staying in the same room, as their parents will be charged the hotel's prevailing extra person rate shown on the rate sheet that is part of this Exhibit A.

Number of persons allowed in the rooms:

Up to four people per room sharing existing bedding. Pricing is based on SGL/DBL occupancy.

Extra person: \$25.00+tax per night

Rollaway bed: \$25.00+tax per night

Cribs: Free of charge.

Seasonal rates

Different rates for different tariff periods will apply. Example: A booking with check-in on October 7, 2017 and checking out on October 9, 2017 will be charged the lower season rate for October 7, 2017 and the higher season rate for October 8, 2017. All rates are net, non-commissionable. They do not include city and state taxes which are detailed in the rate sheet of this Exhibit A. All miscellaneous services will be charged a la carte and will be shown on the individual folio duly itemized.

Room-category descriptions:

Sunset room (Intracoastal View) Ranging between 379 - 422 Sq. Ft/ 35 - 39 M₂

Revel in sweeping views of the Intracoastal Waterway, Nature Preserves and North Lake or South Lake views from the private balcony of this calming retreat. Contemporary furnishings with a soothing sand, sea and sky color palette reflect a coastal-luxe atmosphere. King or Queen beds with luxurious, all-white linens and premium bedding create the perfect setting for further relaxation after another day in paradise. A large vanity and over-sized shower add functionality to a crisp bathroom, which is highlighted with sea glass-inspired tile work.

Ocean View (overlooking the Ocean and/or "License To Chill" pool deck) Ranging between 379 - 422 Sq. Ft/ 35 - 39 M₂

Enjoy views of the Atlantic Ocean from the balcony of this relaxing retreat. Contemporary furnishings with a soothing sand, sea and sky color palette reflect a coastal-luxe atmosphere. King or Queen beds with luxurious, all-white linens and premium bedding create the perfect setting for further refreshment after another day in paradise. A large vanity and over-sized shower add functionality to a crisp bathrooms, which is highlighted with sea glass-inspired tile work.

Deluxe Ocean View Ranging between 379 - 422 Sq. Ft/ 35 - 39 M₂

Bask in picturesque views of the Intracoastal Waterway and Atlantic Ocean from the private balcony of this calming retreat. Contemporary furnishings with a soothing sand, sea and sky color palette reflect a coastal-luxe atmosphere. King or Queen beds with luxurious, all-white linens and premium bedding create the perfect setting for further relaxation after another day in paradise. A large vanity and over-sized shower add functionality to a crisp bathrooms, which is highlighted with sea glass-inspired tile work.

Paradise (Ocean Front) Ranging between 379 - 422 Sq. Ft/ 35 - 39 M₂

Boasting inspiring direct oceanfront views from a private balcony, this guestroom features a soothing color palette of sand, sea and sky, reflecting a coastal-luxe atmosphere. King or Queen beds with luxurious, all-white linens and premium bedding create the perfect setting for further refreshment after another day in paradise. A large vanity and over-sized shower add functionality to a crisp bathrooms, which is highlighted with sea glass-inspired tile work.

Check-In/Out Times

Our check in time is 4:00 p.m. checkout time is 11:00 a.m. All guests arriving before 4:00 p.m. will be accommodated as rooms become available. Our Front Desk can arrange to check baggage for those arriving early when rooms are unavailable.

Early Departures

An early departure fee of one night's room and tax will be charged to COMPANY in the event clients do not utilize all nights originally booked, but not consumed. It will be the responsibility of COMPANY to advise guests of this policy.

<u>Cancellation Policy / No Show Policy</u>	<u>Time Frame</u>	<u>Cancellation / No Show Fee</u>
05/01/17-12/23/17	3 days prior to arrival	1 night room & tax
12/24/17 – 04/30/18	14 days prior to arrival	3 nights room & tax

Should COMPANY fail to pay the cancellation fee, the Resort may cancel COMPANY billing privileges or this agreement, at the Resort's sole discretion, without any obligation or liability whatsoever.

Relocation: If any guest room reservation cannot be accommodated by Hotel, Hotel will provide: (1) accommodations at a comparable Hotel reasonably nearby at no charge for the first night; (2) one complimentary round trip ground transportation between Hotel and the alternate hotel for each day the guest is displaced; (3) one 5 minute phone call and necessary arrangements for forwarding of the displaced guest's telephone messages and mail; (4) an offer to relocate the displaced guest back to the first available guest room; and (5) upgraded accommodations at Hotel upon return (if available) and a welcome expression from the General Manager, all subject to availability.

Disability Accommodation Policy: As all of Hotel's accommodations are sold on a first come first served basis, in order to ensure that Hotel is able to best accommodate any guests with disabilities, it is the responsibility of Company to notify Hotel at least 2 [days] in advance of the need for any special accommodations, including accessible guest rooms. Should Company fail to do this, Hotel may not be able to ensure that disabled guests receive their requested accommodations.

Option 1: DIRECT BILL ACCOUNT: (If approved in writing)

Pending review and approval of your credit application, Hotel has arranged to direct bill for room and tax.

All guests must present a voucher/itinerary upon check-in for room and tax charges. Reservations will not be honored without presentation of this voucher/itinerary or if the voucher/itinerary information does not correspond to the reservation confirmation.

All charges billed to a master account as well as cancellation, no-show and early departure charges will be due and payable thirty (30) days from receipt of invoice. In the event bills are not paid within this 30-day period, a 1-1/2% per month late payment charge may be assessed. All mandatory charges and incidentals will be collected from the guest upon check-out, unless otherwise stated in Company's voucher/reservation confirmation. If vouchers/reservation confirmations are revised in any way, please forward a copy to Hotel, so that the Reservation, Front Office and Accounting Departments may become familiar with them.

Hotel reserves the right to demand full payment or revoke Company's direct billing privileges for rooms held under this letter should a delinquency in payment occur. If direct billing privileges are revoked, all future reservations will be handled under the Hotel's standard pre-payment terms.

Option 2: PRE-PAY ACCOUNT:

THIRTY (30) DAYS PRIOR TO ARRIVAL of the net rate reservation, **FULL PREPAYMENT** will be due to Hotel. If the full prepayment is not received by such date, the reservation will automatically be canceled.

Reservations confirmed within thirty (30) days prior to arrival will be prepaid by Company within seven (7) days of confirmation or prior to the guest's arrival, whichever is earlier. If full prepayment is not received by guest check-in, the reservation will automatically be canceled. Checks for full prepayment should be made **payable to Hotel** by individual reservation, noting guest name and arrival date. Checks should be mailed to: 1111 N Ocean Drive, Hollywood, FL 33019

When utilizing a Bank Wire/Electronic Transfer to prepay reservations, Company must notify Hotel in advance and request from Hotel wire instructions. Guest information (i.e., Guest Name, Travel Date, and BLANK) must be included with the wire/electronic transfer.

Booking procedures

Reservations can be sold on a sell and report basis until your cut off dates. Reservation requests after the cut-off date may be confirmed at the Resort's prevailing rate, depending on the room category. Name changes will be considered a cancellation of the existing booking and will be accepted only if the hotel has availability at that time. The contract FIT rate will not apply if the Resort's occupancy has closed the FIT rates for the period in question if these dates have been stop sold. Resort may confirm new booking at prevailing rate. If booking is confirmed at BAR or RACK, they will be commissionable at 10% to Company.

Reservation request will be responded to **COMPANY** within 24 hours from the time it is received by the hotel during normal business days-hour, which are from 8:00 am to 6:00 pm EST Monday through Friday. **COMPANY** must keep confirmation numbers and include it in the voucher given to the passenger.

Requests should be **faxed or e-mailed** to the Reservations Department, at **fax number or e-mail below**. A confirmation number must be received from Hotel acknowledging receipt and confirmation of reservation.

Reservations should be made by **FAXING or E-MAILING** our Reservations Department at

Fax: **954-874-2361**

E-mail: **reservations@mhbr.com**

In the event you need to speak to a member of the Reservations Department, please call

Phone: 954-874-4444 from 8:00 am – 6:00 pm. Monday-Friday

The following format is required when reporting reservations:

1. State the **category description** you wish to book.
2. Advise **specific arrival and departure dates**, as well as the **total number of nights of stay and flight schedule**.
3. State **full name** (surname followed by first name) of **all passengers** and ages of any children occupying room.
4. **Special remarks:** Advise any special comments and/or requests, such as smoking or non-smoking rooms

Payment Policy

Full pre-payment is required fifteen (15) days prior to guest's arrival. Payments are acceptable via credit card, wire transfer or certified check (personal checks are not accepted).

If your company has been **granted billing privileges**, charges billed to a master account, as well as cancellation, no-show and early departure charges will be due and payable thirty (30) days from receipt of invoice. In the event bills are not paid within this 30 day period, a 1 ½ % per month late payment charge may be assessed. All incidentals will be collected from client prior to departure unless otherwise stated in your voucher. If your vouchers have been revised in any way, please forward a copy to the Reservation's Dept. attention as soon as possible, in order that our Reservation, Front Office and Accounting Departments can become familiar with them.

The Resort reserves the right to demand full payment for rooms held under this Agreement should a delinquency in payment occur. Should such payment not be remitted when requested, the Resort, at its option, may cancel your billing privileges.

Parking to be paid by guest (unless otherwise contracted by company in writing)

Valet Parking \$35+tax per car, per night. Subject to change.

Promotion/Collateral/Vouchers

It is required that **The Resort** be promoted as a **Deluxe** property and that our pictures, which we will supply on demand, be prominently featured in any collateral you print utilizing our property name. It is required that we approve brochure description/feature before your brochure is printed and that we have access to any computer data base or receive a copy of any collateral, including brochures or tariffs, you print promoting or utilizing **The Resort**. We do require copies of any vouchers that your clientele will present to our Front Office Staff upon arrival. Failure to comply with the areas outlined in this paragraph will cause this agreement to be null and void.

ACCEPTED AND AGREED TO:

OCEAN HOLIDAYS

Margaritaville Hollywood Beach Resort

Simon Hilton

Name of Contact



Signature

Name of Contact

Signature

Date 16th February 2017

Date _____

CONTACT INFORMATION:

Reservations Contact Information:

Name: Claire Conway
Title: Reservations Supervisor
Phone #: 954.874.4444
Fax #: 954.399.5422
Email: cconway@mhbr.com

Sales Department Contact Information:

Name: William Pujol
Title: Leisure Sales Manager
Phone #: 954.874.4444
Fax #: 954.399.5424
Email : wpujol@mhbr.com

Revenue Manager's Contact Information:

Name: Tom Barnhorst
Title: Director of Revenue
Phone #: 954.874.4443
Fax #: 954.399.5422
Email: cconway@mhbr.com

Accounting Department Contact Information:

Name: Beth Osborn
Title: AR Manager
Phone #: 954.874.4438
Fax #: 954.399.5424
Email : bosborn@mhbr.com

EXHIBIT B
USAGE REQUIREMENTS FOR MARGARITAVILLE HOLLYWOOD BEACH RESORT TRADEMARKS AND CONTENT

a. Company acknowledges and agrees that as between Company and Margaritaville Hollywood Beach Resort, Margaritaville Hollywood Beach Resort owns and shall continue to own all right, title and interest in and to the Trademarks and Content, and that Company's use of the Trademarks or Content shall inure to the benefit of Margaritaville Hollywood Beach Resort. Company further acknowledges and agrees that Margaritaville Hollywood Beach Resort owns all right, title, and interest in any and all applications or registrations for the Trademarks or Content ("**Registrations**") that have been filed, issued or may issue thereon. Company shall not at any time acquire or claim any right, title or interest of any nature whatsoever in or to the Trademarks, Content, or Registrations by virtue of this Agreement or Company's use thereof. Any right, title or interest in or relating to the Trademarks or Content which comes into existence as a result of, or during the exercise by Company of, any right granted to it hereunder, shall immediately vest in Margaritaville Hollywood Beach Resort.

b. Company acknowledges and agrees that it is not authorized or licensed by Margaritaville Hollywood Beach Resort to use or display the Trademarks or Content in any form, manner or medium, whether now known or hereinafter devised, for any purpose or use, other than those expressly authorized hereunder. Company acknowledges that all value of the publicity and goodwill associated with the Trademarks or Content belongs exclusively to Margaritaville Hollywood Beach Resort.

c. Company agrees that the MARGARITAVILLE trademark and other brands related to the resort and its components, including without limitation, LANDSHARK, 5 O'CLOCK SOMEWHERE, FRANK & LOLA, JIMMY'S SUNSET GRILL, LONE PALM and CHANGES IN ATTITUDE (collectively, the "Marks"), are owned by Margaritaville Enterprises, LLC ("Margaritaville"), and any use of the Marks by Company shall inure exclusively to Margaritaville's benefit. Company shall submit each proposed use of the Marks to Coral Hospitality, LLC, for Margaritaville's prior written approval, and Company shall not use the Marks without such prior approval. Each use of the Marks by Company shall conform in all respects to the approved use and shall comply with all other brand standards that Margaritaville may provide to Company (directly or through Coral) from time-to-time. Company shall display in connection with each use of the Marks all markings and notices required by law or as requested by Coral on behalf of Margaritaville. Company shall indemnify and hold harmless Margaritaville and Coral (and their respective affiliates, directors, officers, and agents), against all costs and expenses (including commercially reasonable attorneys' fees), arising out of Company's breach of this paragraph.

d. Margaritaville Hollywood Beach Resort may, at its sole discretion, require Company to discontinue using specific Trademarks or Content by providing notice to Company, and Company must discontinue use of the specific Trademarks or Content within seven (7) business days of receipt of such notice, at which time the License to the specific Trademarks or Content hereunder shall be terminated.

e. All uses of the Trademarks and Content by Company shall faithfully reproduce the text, color, design and appearance of the Trademarks and Content as provided to Company by Margaritaville Hollywood Beach Resort or requested by Margaritaville Hollywood Beach Resort, including trademark and copyright designations (e.g., ®, "TM", "SM", © 2009 Margaritaville Hollywood Beach Resort Hotels & Resorts Worldwide, Inc.).

f. Company shall notify Margaritaville Hollywood Beach Resort in writing of any infringement, limitations, or misuse of the Trademarks or content by others of which it becomes aware. Company shall further promptly notify Margaritaville Hollywood Beach Resort, in writing, of any claims, demands, or actions by third parties against Margaritaville Hollywood Beach Resort or the Trademarks or Content, and to which Company has knowledge, and Company shall provide Margaritaville Hollywood Beach Resort with any and all documents, letters, papers, e-

mails, or other notification given to Company of same. Margaritaville Hollywood Beach Resort, in its sole discretion, may commence, prosecute, or defend any claims or suits resulting from such infringements, dilutions, imitations, or misuse, and Margaritaville Hollywood Beach Resort shall, in its sole discretion, make all decisions in how to prosecute or defend any such claims or suits, including filing motions, or entering into a settlement. Company shall not institute any suit or take any action on account of any infringements, imitations, dilution, or misuse of the Trademarks or Content.

g. Unless approved by Margaritaville Hollywood Beach Resort in writing, upon termination or expiration of this Agreement, Company shall immediately discontinue all use of the Trademarks and Content and anything confusingly similar to any of the Trademarks or Content.

h. Company acknowledges that the Trademarks and Content, and the goodwill associated with therewith, constitute a valuable property interest of Margaritaville Hollywood Beach Resort and that Margaritaville Hollywood Beach Resort would suffer substantial, irreparable damage and would be without adequate remedy at law in the event of use of any of the Trademarks or Content by or on behalf of Company other than in conformance with the terms and conditions of this Agreement. Accordingly, notwithstanding any cure rights set forth herein on behalf of Company or other remedies available to Margaritaville Hollywood Beach Resort at law, Margaritaville Hollywood Beach Resort shall be entitled to seek (and Company shall not oppose or object to) immediate injunctive relief for any infringement, imitations, dilution, or misuse of any of its rights in any of the Trademarks or Content or any unauthorized use of any materials containing any of the Trademarks or Content, by or on behalf of Company, or if at any time Company fails to fulfill any of its obligations to maintain the requisite level of quality pursuant to this Agreement.

i. During the term of this Agreement and thereafter, Company and its B2B Partners: (a) shall not, directly or indirectly, attack or interfere with the title or validity of the Trademarks or Content, or attack or interfere with Margaritaville Hollywood Beach Resort's ownership rights to the Trademarks or Content; (b) shall not attack the validity of the License granted hereunder; (c) shall not at any time, without the prior written consent of Margaritaville Hollywood Beach Resort, adopt or use any word, name, symbol, device, or mark including, without limitation, any signature, design, logo, trade dress, Internet domain name, address, URL or site of other trade designation which is confusingly similar to the Trademarks; (d) shall not harm, misuse, tarnish, disparage, or bring into disrepute the Trademarks or Content; (e) shall not use the Trademarks or Content in any manner which could reasonably be expected to diminish the infringe, dilute, or damage the strength and value of the Trademarks or Content; (f) shall not modify, alter, or revise the Trademarks or Content in any manner; (g) shall not bid on or purchase placement rights for any keywords or adwords that incorporate any of the Trademarks or the name of any property owned, managed or franchised by Margaritaville Hollywood Beach Resort during the Term; (h) shall use broad negative match capabilities or the equivalent in online searches for Margaritaville Hollywood Beach Resort's hotel brands; (i) shall not use of any of the Trademarks or the name of any property owned, managed or franchised by Margaritaville Hollywood Beach Resort, as metatags in websites, other than pages in which Margaritaville Hollywood Beach Resort properties are represented, and may not use them as meta titles in any circumstances; (j) shall not authorize or agree to any third party's use of the Trademarks or Content, or any Trademark or Content, or any word, name, symbol, device, or mark (including, without limitation, any signature, design, logo, trade dress, Internet domain name, address, URL or site of other trade designation) that incorporates, comprises (in whole or in part), dilutes, or is confusingly similar, to the Trademarks, or incorporates, comprises, or is substantially similar to the Content; and (k) shall not, directly or indirectly, register or attempt to register any of the Trademarks or Content or any word, name, symbol, device, or mark (including, without limitation, any signature, design, logo, trade dress, Internet domain name, address, URL or site of other trade designation) that is confusingly similar to any of the Trademarks or substantially similar to any of the Content.