



**Jo-Ann Albert**  
**Senior Sales Manager**  
**HYATT REGENCY GRAND CYPRESS**

One Grand Cypress Boulevard, Orlando, FL 32836  
T: + 1 407.239.3944 F: +1 407.239.3837 E: joann.albert@hyatt.com  
[www.grandcypress.hyatt.com](http://www.grandcypress.hyatt.com)

WELCOME TO HYATT REGENCY

### **January 2018- January 2019 WHOLESALE AGREEMENT**

**Date Prepared** March 6, 2017

**CR Number** 60061  
**Billing** PP

<b>Organization:</b>	<b>Ocean Holidays</b>	<b>Contact:</b>	<b>Simon Hilton</b>
<b>Address</b>	3204 Rolling Oaks Blvd.	<b>Telephone</b>	407-390-6422
<b>City/State/Zip</b>	Kissimmee, FL 34747	<b>Fax</b>	
<b>Country</b>	USA	<b>Main Contact Email</b>	<a href="mailto:Simon.hilton@ocean-holidays.co.uk">Simon.hilton@ocean-holidays.co.uk</a>
<b>Promotions to:</b>	<a href="mailto:Simon.hilton@ocean-holidays.co.uk">Simon.hilton@ocean-holidays.co.uk</a>	<b>Accounts Payable Email</b>	
<b>Stop sell to:</b>	<a href="mailto:stopsales@ocean-holidays.co.uk">stopsales@ocean-holidays.co.uk</a>	<b>Customer Service Email</b>	

This agreement is applicable to all individual (FIT) reservations made by **OCEAN HOLIDAYS** with **HYATT REGENCY GRAND CYPRESS**. Rates for bookings over 10 rooms per night are on a request basis and subject to availability. The number of rooms available at the contract rate is limited.

#### **I - RATES AND DATES:**

FIT rates are NET (non-commissionable), quoted in U.S. Dollars and subject to availability. Rates are on an *E.P. basis* (no meals) and are subject to applicable taxes (currently 12.5%). Rates are based on single and double occupancy, using existing bedding accommodations on *Standard (Buena Vista View) room* basis. Other room types are available, please see chart below for details on calculating rate. Additional charge of \$25.00 per person applies for third and fourth adult (18 years or older) per guest room. Children under the age of 18 stay free in room with paying adult. No charge for cribs. Rates are seasonal. Rates are in effect once this agreement is signed by Wholesaler and received by the hotel.

Our Hotel Services Fee provides the following amenities for your guests:

- Unlimited access for local, 800 or 888 calls and in-state credit card calls
- Unlimited 24-Hour Health Club Access
- Bicycle and quadcycles
- 20-Foot Rock Climbing Wall and Children's Rock Climbing Wall
- Water Jet Splash Zone
- Water Slide Pavilion
- All water sports including non-motorized boats: Canoe, Sailboat, Paddle Boat, Hydro Bike
- Court Time at Tennis Racquet Club for individual guest play for a walk on basis only
- Pitch 'N' Putt - 9 hole, Par 3 (unlimited per day)
- Golf Driving Range Access
- Intra-property transportation
- Scheduled Resort Shuttle to Walt Disney World, Universal and Sea World Theme Parks
- Transportation to Orlando Premium Outlets – Reservation required

#### **Please check the appropriate box:**

☒ The Resort Fee is \$25.00 plus 12.5% tax will be the responsibility of the guest and charged daily to the guest room folio for payment.

**It is the responsibility of Ocean Holidays to inform clients of the additional charge and its benefits.**

☐ The Resort Fee is \$25.00 plus 12.5% tax. Ocean Holidays will be responsible for payment of the Resort Fee and add Resort Fee to the guest room rate, per night.

**Seasons for Contracting Period: 1 January 2018 – 1 January 2019:**

SEASON	STANDARD KING	STANDARD QUEEN/FULL	LAKE VIEW KING	LAKE VIEW QUEEN/FULL	POOL VIEW KING	POOL VIEW QUEEN/FULL	REGENCY CLUB	REGENCY CLUB QUEEN/FULL
1 January 2018 - 22 March 2018	\$165.00	\$173.00	\$180.00	\$188.00	\$200.00	\$208.00	\$250.00	\$258.00
23 March 2018 - 21 May 2018	\$153.00	\$161.00	\$168.00	\$176.00	\$188.00	\$196.00	\$238.00	\$246.00
22 May 2018 - 31 July 2018	\$132.00	\$140.00	\$147.00	\$155.00	\$167.00	\$175.00	\$217.00	\$225.00
1 August 2018 - 30 September 2018	\$125.00	\$133.00	\$140.00	\$148.00	\$160.00	\$168.00	\$210.00	\$218.00
1 October 2018 - 22 December 2018	\$153.00	\$161.00	\$168.00	\$176.00	\$188.00	\$196.00	\$238.00	\$246.00
23 December 2018 - 1 January 2019	\$205.00	\$213.00	\$220.00	\$228.00	\$240.00	\$248.00	\$290.00	\$298.00

**ROOM TYPES:**

ROOM TYPE		RATE	DESCRIPTION
1	Standard King or Queen/Full	<b>Standard Base Rate</b>	360 sq. ft. and include one King Grand Bed™ or one Queen-sized and one Full sized Hyatt Grand Beds™ with views of Lake Buena Vista. Max Occupancy: 4 people, children 17 and under stay for free with paying adult. Pricing for 3rd and 4th adult add \$25.00 each on top of rate.
2	Lake View King or Queen/Full	<b>Base Rate + \$15</b>	360 sq. ft. and include one King Grand Bed™ or one Queen-sized and one Full sized Hyatt Grand Beds™ overlooking Lake Windsong. Max Occupancy: 4 people, children 17 and under stay for free with paying adult. Pricing for 3rd and 4th adult add \$25.00 each on top of rate.
3	Pool View King or Queen/Full	<b>Base Rate + \$35</b>	360 sq. ft. and include one King Grand Bed™ or one Queen-sized and one Full sized Hyatt Grand Beds™ overlooking our lagoon pool and cascading waterfalls. Max Occupancy: 4 people, children 17 and under stay for free with paying adult. Pricing for 3rd and 4th adult add \$25.00 each on top of rate.
4	Regency Club Pool view	<b>Base Rate + \$85</b>	360 sq. ft. and include one King Grand Bed™ or one Queen-sized and one Full sized Hyatt Grand Beds™ overlooking our lagoon pool and cascading waterfalls. Max Occupancy: 4 people, children 17 and under stay for free with paying adult. Pricing for 3rd and 4th adult add \$25.00 each on top of rate. Exclusive key access to Regency Club lounge located on the 12 <sup>th</sup> floor. Regency Lounge provides continental breakfast, complimentary beer & wine (5pm-7pm), appetizers in the afternoon, with private concierge and beautiful views of Lake Buena Vista.

**VALUE ADDED SUITE ACCOMMODATIONS FOR YOUR GUEST THAT WANT MORE SPACE**

1	Executive Suite One Bedroom	<b>Base Rate + \$125.00 Per night</b> <b>Two Bedroom Suites also available</b> <b>Based on availability</b>	Adds 360 sq. ft. of living space to your standard sleeping room with private balcony and choice of connecting King or Double Bedroom. Benefits of an additional full bathroom with stand-up shower, additional flat-screen television and upgraded interior decor. Features a sectional sofa with a chaise lounge and pull-out, full size bed.
2	VIP Suite One Bedroom	<b>Base Rate + \$200.00 Per night</b> <b>Two Bedroom Suites also available</b> <b>Based on availability</b>	Adds an extra 629 sq. ft. to your standard sleeping room with connecting King or Double Bedroom. Features two step-out balconies, an additional full bathroom with stand-up shower, additional television, seating for up to 12, a private desk area, and upgraded interior décor. Kitchen alcove with granite island, wine cooler, refrigerator and cabinets.
3	Bi-Level Suite One Bedroom	<b>Base Rate + \$400.00 Per night</b> <b>Two Bedroom Suites also available</b> <b>Based on availability</b>	702 sq. ft., the Bi-level suites located on the 17 <sup>th</sup> floor provides ample living space downstairs with a two-chaise sectional sleeper sofa, reading chair, 65" HDTV, breakfast nook, wet bar, and workstation equipped with an HP desktop computer. Features a loft with one King Grand Bed™. Bathroom has oversized shower, freestanding bathtub, walk-in closet and a vanity with HDTV built into the mirror. Fully furnished, private terrace overlooking the Lake Buena Vista locale.
4	President's House	<b>Base Rate + \$800.00 Per night</b> <b>Three night minimum</b>	The President's House is a 2,375 sq. ft., three bedrooms, three and one-half bath house that is situated on the bank of the private Lake Windsong. Walk through the front entrance into the grand living room, complete with sofa and two love seats, a grand piano, a dining table for eight and additional card table for four. The full kitchen provides all of the comforts of home with a full size glass-top range and oven, side by side refrigerator with ice maker, microwave and dishwasher. The wrap-around, covered and screened-in lanai extends over the water of Lake Windsong, and is fully furnished—featuring a 60" HDTV.

**BLACKOUT DATES:** Although every effort is made to avoid black-out dates, it is understood by the Tour Operator that, from time to time, it will become necessary for the hotel to close certain dates. The hotel will, in such event, give written notification to the Tour Operator. The Tour Operator will then have 48 hours to report all bookings already confirmed. The hotel will honor those reservations.

BLACKOUT DATES
January 11, 23, 24, 25, 26, 27, 28, 2018
February 15, 16, 2018
March 8, 16, 2018
April 8, 9, 10, 2018
May 16, 17, 2018
June 26, 27, 28, 2018
October 21, 22, 2018
November 9, 10, 2018
December 12, 13, 14, 2018

#### **ADDITIONAL CHARGES:**

Below find optional charges in case your client requests them. Breakfast price offered for wholesaler is a discounted price. When requesting please make sure to specify number of persons utilizing the service.

Service	Price	Tax	Gratuities
American Breakfast	\$20.00 per person Inclusive of tax and gratuity		
American Breakfast	\$10.00 per child 4-12 Inclusive of tax and gratuity		
American Breakfast	Children 3 and under - FREE	N/A	N/A
Porterage	\$10.00 round trip per person	NONE	At guest discretion
Maid	\$3.00 recommended per person	NONE	At guest discretion
Valet Parking	\$25.00	6.5%	At guest discretion
Self-Parking	\$17.00	6.5%	
<i>*prices subject to change</i>			

#### **II - FREESSELL:**

Tour operator will notify the hotel of any reservation via email and/or fax by 6:00 pm of the date of sale. Hotel will send blackout dates notifications as they occur; the tour operator has 72 hours cut-off date to report existing reservations.

#### **III - BOOKING PROCEDURES:**

The Tour Operator must make all reservation requests for FIT bookings directly to *Hyatt Regency Grand Cypress* Reservations Department by fax: (407) 239-3800 or E-mail: [reservevista@hyatt.com](mailto:reservevista@hyatt.com). The return response fax, E-mail and/or telephone number must be noted clearly on any correspondence. Reservations can also be made through your local Hyatt Reservations Office, using the CR number indicated at the top of the agreement.

The booking status, i.e. new reservation, change, cancellation, must be noted clearly on all communications. All requests for specific bed type and/or accommodation are on a request basis only. All reservation requests are subject to availability.

**All reservations will be for Standard rooms (Buena Vista View), unless otherwise specified in the reservation request.**

#### **III. - WHOLESALER RATES**

1. Reservations booked with ten (10) rooms or more are considered a "Group" reservation and shall not be eligible for Wholesaler Rates. Should Wholesaler wish to arrange for a Group reservation, Wholesaler must contact Hyatt in advance for Group room rates or such accommodations shall be based on availability at the Hotel's then-prevailing rates.

2. The Wholesaler Rates are exclusive of all applicable taxes and other government levies in effect as of the execution date of this Contract. Hyatt shall provide Wholesaler with the rates of taxes and other levies applicable to the booking of Hotel rooms. Wholesaler agrees that it shall collect all applicable taxes from its Clients, and remit to Hyatt any taxes applicable to rooms sold through Wholesaler. However, Hyatt reserves the right to increase the Wholesaler Rates in the event of changes in the applicable rate of taxes or levies or the introduction of a new government tax or other levy. To the extent of any additional tax liability for the sale of the accommodations by Wholesaler, Wholesaler shall remit the same to the applicable taxing authority as may be required by law.
3. Wholesaler covenants that: (i) Wholesaler shall use the Wholesaler Rates exclusively for resale to Wholesaler's Clients as part of a Travel Package; and (ii) Wholesaler shall cause Wholesaler's Clients who may be other wholesalers or travel agents to sell the Hotel accommodations exclusively as part of a Travel Package. Wholesaler's contracts with its Clients that are other wholesalers or travel agents shall reflect this obligation, which Wholesaler shall enforce against such Clients. For purposes of this Contract, a "Travel Package" is defined as a combination of a Hotel stay with either or both airfare or car rental. A breach of this Section III(3) by Wholesaler constitutes a material breach of this Contract which provides Hyatt with the right to immediately terminate this Contract and seek indemnification as set out in Section IX(2) herein.
4. Wholesaler shall use its best efforts to ensure that all Distribution Channels are aware of and abide by Hyatt's lowest published internet rate guarantee as described on Hyatt.com (the "Best Rate Guarantee"). In the event that Hyatt determines that a Distribution Channel is found to be selling Hotel accommodations in a manner that is not in compliance with the Best Rate Guarantee, **Hyatt Regency Grand Cypress** shall notify Wholesaler of such non-compliance and Wholesaler shall resolve such non-compliance within twenty four (24) hours of such notice. Further, **Hyatt Regency Grand Cypress** may choose to terminate contract until the non-compliance is resolved. If Wholesaler fails to abide by the Best Rate Guarantee on a recurring basis, **Hyatt Regency Grand Cypress** has the right to terminate contract within a 24-hour notice. In addition, in the event that a hotel guest finds or books a Standalone Room rate through a Third Party that purchases inventory from the Wholesaler or the Wholesaler's on-line Distribution Channel selling a lower total stay rate than Hyatt.com rate, **Hyatt Regency Grand Cypress** will impose financial liability that Wholesaler pay to Hyatt Regency Orlando double the difference between Hyatt.com Best rate Guarantee and Wholesaler's advertised on-line rates. Wholesaler shall pay such sum to **Hyatt Regency Grand Cypress** within fifteen (15) days of such notification

V –PAYMENT POLICY:

The hotel must receive a virtual credit card, company check or wire transfer for full net prepayment of room and tax fourteen (14) days prior to guest's arrival. The Virtual card will be charged for the full net prepayment of room and tax prior to the guest arrival. If these are not received as indicated, the reservation will automatically be canceled.

Tour Operators and their customers shall be jointly liable for payment of all charges specified on the voucher/coupon to *Hyatt Regency Grand Cypress*

HYATT REGENCY GRAND CYPRESS ACCOUNT RECEIVABLE CONTACT INFORMATION:

Accounts Receivable:

Name: John Sousa  
Title: Accounts Receivable Agent  
Phone: 405-912-2455  
Fax: 405-799-4352  
Email: [john.sousa@hyatt.com](mailto:john.sousa@hyatt.com)

**Accounts Payable:**

Please provide the contact person whom Hyatt Regency Grand Cypress should send out the invoices to:

Name:  
Title:  
Phone:  
Fax:  
Email:

#### WIRE TRANSFER INFORMATION

Wire transfers are accepted as a form of prepayment for future reservations if direct billing privileges are not granted. Wire transfers need to be received at least two (2) weeks prior to a guests' arrival date.

**Please Note:** Hyatt Regency Grand Cypress is not responsible for any applicable bank fees that maybe incurred as a result of payment made via wire or ACH.

#### Wire Information:

Bank Name: Bank of America  
Bank Address: 540 West Madison  
Chicago, IL 60661  
Account #: 4426604921  
ABA Routing #: 026009593

#### International wires:

Swift Code: BOFAUS3N

#### ACH/EFT Payments:

Acct Name: Hyatt Regency Grand Cypress  
Bank of America  
540 West Madison  
Chicago, IL 60661  
Account #: 4426604921  
ACH/ABA RT: 111000012

#### VI - CANCELLATION POLICY:

Cancellation of reservations will be accepted without penalty if received no later than three (3) days prior to arrival. The hotel will charge one (1) night's room and tax for cancellations received after 5.00 p.m. Eastern Time, less than three (3) days prior to arrival.

The reservation agent will provide a cancellation number, which will be required to resolve any cancellation or no-show disputes.

**NO SHOWS:** The hotel will charge one (1) night's room and tax for any no-shows.

#### VII - EARLY DEPARTURE FEE

Guests that depart earlier than scheduled will be charged one night's room and tax unless notice is given 24 hours prior to departure.

#### VIII - REFUNDS:

Requests for refunds, rate adjustments or disputes must be submitted in writing no more than 60 days after guest's departure.

#### IX - CONDITIONS OF ACCEPTANCE:

To utilize these special rates, the *Hyatt Regency Grand Cypress* must:

1. - Be featured in your brochure or tariff book.
2. - Receive a sample copy of your voucher and brochure/tariff *before* the rates can be used **and,**
3. - Receive a minimum of 100 room nights per year.

**NOTE CONCERNING MARKETING:** the Tour Operator may not advertise *Hyatt Regency Grand Cypress* in any manner without receiving prior written approval from the hotel. Periodically, additional promotions will be offered throughout the year. Vendor is obligated to extend these specials to the Travel Agents and promote them via fax, Internet, mailings and newsprint copy. These promotions will be sent throughout the year via fax or email and must be noted on the Client's voucher and Vendor manifest or reservation request.

**GENERAL PROVISION/RESALE POLICY:** The Tour Operator is allowed to feature the Hyatt Regency Grand Cypress Resort on the Internet as part of a travel package with at least one other component that will be either airfare or rental car. The package will in no way reflect the Tour Operator's net rates. A margin of 20% to 30% may be added to the net rate at any time without written consent of the Hyatt Regency Grand Cypress.

*The Tour Operator is strictly prohibited from reselling net FIT room rates to any other wholesaler, distributor, broker or trader of hotel rooms either as individual accommodations or as part of a travel package.*

If the Tour Operator is found to have resold any FIT rooms in violation of this Agreement, Hotel shall have the right to terminate this Agreement immediately and to seek damages incurred as a result of such breach. Either party may terminate this agreement without penalty by giving 30 days written notice.

The Hyatt Regency Grand Cypress has the right to review all collateral and web postings and has final approval of all text, copy and images representing the Hyatt Regency Grand Cypress on any and all affiliated sites.

#### X - MATERIALIZATION

Annual authorization for use of the Hyatt Regency Orlando net FIT rates is necessary and subsequent authorization is contingent upon review of production levels obtained during the validity of this contract.

#### XI - PROPRIETARY INFORMATION/CONFIDENTIALITY

(a) Hyatt acknowledges that as a result of Hyatt's Agreement with Vendor, Hyatt will be making use of, acquiring and/or having access to confidential information of Vendor ("Vendor Confidential Information"). For purposes of this Agreement, Vendor Confidential Information means information or items proprietary to Vendor or designated as confidential information by Vendor and not generally known by non-Vendor personnel, of which Hyatt obtains knowledge or access as a result of Hyatt's relationship with Vendor including but not limited to information conceived, originated, discovered, or developed in whole or in part by Hyatt as a result of its business relationship with Vendor. Vendor Confidential Information may include, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing): business information, identity and description of suppliers, processes, procedures, trade secrets, "know-how," marketing techniques and material, marketing and development plans, Client names and other information related to Clients, price lists, pricing policies, employee lists, and all other financial information. Information about Clients, including but not limited to, the names, addresses, membership numbers and all other information identifying or relating to Clients ("Client Information") is the sole and exclusive property of and a trade secret of Vendor or Vendor's licensors or assignees and is deemed Vendor Confidential Information. INFORMATION PUBLICLY KNOWN THAT IS GENERALLY EMPLOYED BY THE TRADE AT OR AFTER THE TIME PROVIDER FIRST LEARNS OF SUCH INFORMATION, OR GENERIC INFORMATION OR KNOWLEDGE WHICH PROVIDER WOULD HAVE LEARNED IN THE COURSE OF WORK ELSEWHERE IN THE TRADE, SHALL NOT BE DEEMED PART OF VENDOR CONFIDENTIAL INFORMATION. NOTWITHSTANDING THE FOREGOING, Client INFORMATION SHALL AT ALL TIMES CONSTITUTE THE CONFIDENTIAL INFORMATION OF VENDOR. As a material inducement to Vendor to contract with Hyatt as provided herein, Hyatt covenants and agrees to preserve all Vendor Confidential Information and not to disclose or use in any way, either during or after the term of this Agreement, any Vendor Confidential Information known to Hyatt as a result of Hyatt's relationship with Vendor, except as required in this Agreement or as authorized in writing by Vendor. Hyatt agrees to maintain all confidential information in secure premises and to take all necessary precautions to preclude all unauthorized use of confidential information, and to return all tangible form of Vendor Confidential Information in its possession to Vendor on the termination of this Agreement.

(b) Vendor acknowledges that as a result of Hyatt's Agreement with Vendor, Vendor will be making use of, acquiring and/or having access to confidential information of Hyatt ("Hyatt Confidential Information"). For purposes of this Agreement, Hyatt Confidential Information means information or items proprietary to Hyatt or designated as confidential information by Hyatt and not generally known by non-Hyatt personnel, of which Vendor obtains knowledge or access as a result of Vendor's relationship with Hyatt, including but not limited to information conceived, originated, discovered, or developed in whole or in part by Vendor as a result of its business relationship with Hyatt. Hyatt Confidential Information may include, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing): business information, identity and description of suppliers, processes, procedures, trade secrets, "know-how," marketing techniques and material, marketing and development plans, price lists, pricing policies, and all other financial information. INFORMATION PUBLICLY KNOWN THAT IS GENERALLY EMPLOYED BY THE TRADE AT OR AFTER THE TIME Vendor FIRST LEARNS OF SUCH INFORMATION, OR GENERIC INFORMATION OR KNOWLEDGE WHICH Vendor WOULD HAVE LEARNED IN THE COURSE OF WORK ELSEWHERE IN THE TRADE, SHALL NOT BE DEEMED PART OF PROVIDER CONFIDENTIAL INFORMATION. As

a material inducement to Hyatt to contract with Vendor as provided herein, Vendor covenant and agree to preserve all Hyatt Confidential Information and not to disclose or use in any way, either during or after the term of this Agreement, any Hyatt Confidential Information known to Vendor as a result of Vendor's relationship with Hyatt, except as required in this Agreement or as authorized in writing by Hyatt. Vendor agrees to maintain all Hyatt Confidential Information in secure premises and to take all necessary precautions to preclude all unauthorized use of Confidential Information, and to return all tangible forms of Confidential Information in its possession to Hyatt on the termination of this Agreement.

This section survives termination or expiration of this Agreement.

#### XII - LICENSE TO USE INTELLECTUAL PROPERTY

Hyatt grants to Vendor a limited, non-exclusive license to use the trade names, trademarks, copyrights, databases and other intellectual property of Hyatt, and all derivatives thereof ("Hyatt Intellectual Property") in connection with the marketing of the Services to be provided pursuant to this Agreement. Vendor will have no rights or interest in Hyatt Intellectual Property other than as specified in this Agreement. On termination of this Agreement, any license of Hyatt Intellectual Property to Vendor will terminate, and Vendor will immediately return or destroy (as directed by Hyatt) all Hyatt Intellectual Property. All use of Hyatt Intellectual Property by Vendor will be subject to the prior and final approval of Hyatt, will be kept confidential to the extent applicable, and will not be used for any purpose other than in connection with this Agreement. Vendor agrees that prior to using Hyatt Intellectual Property in any manner, it will obtain Hyatt's prior written consent and comply with Hyatt's guidelines. Vendor shall immediately cease use of Hyatt Intellectual property upon termination of this agreement.

#### XIII – AUDIT

Hyatt will permit Vendor or its accountants, representatives or agents to review, audit and inspect its records relating to this Agreement at all reasonable times during the normal business hours of and upon reasonable written notice to Hyatt. Hyatt will also permit state or federal regulatory authorities having jurisdiction over Vendor, to review, audit or inspect Hyatt's records relating to its compliance with the terms and conditions of this Agreement, or its, or Vendor's compliance with reporting, disclosure or other requirements in compliance with any federal or state law or regulation in connection with this Agreement. Hyatt will, to the extent reasonably necessary, actively cooperate in all such reviews, audits or inspections. Any review, audit or inspection described above will be paid for by Vendor unless the audit demonstrates that Hyatt has failed to pay Vendor the full amount of commissions or other revenue and such underpayment amounts to more than five percent (5%) of the amount actually paid to Vendor for any given month. In such event, Hyatt shall then reimburse Vendor for all costs and expenses incurred in conducting such review, audit or inspection, and shall also (if applicable) pay the full amount of any unpaid Commissions and any interest due with respect to the unpaid Commissions determined through the audit.

#### XIV - REPRESENTATIONS AND WARRANTIES

The parties represent and warrant as follows:

- (a) Each of the parties will comply with all state and federal laws and regulations relating to its obligations in connection with this Agreement; and
- (b) In conjunction with this Agreement and providing Services hereunder, each party represents that it is not interfering with or infringing upon on any trademark, trade name, service mark, patent, trade secret or other intellectual property belonging to a third party. In addition, Hyatt represents and warrants that Hyatt owns the copyright to any images or photos provided to Vendor and/or has obtained the express written permission of the copyright owner to share the images.

These warranties will be in addition to all other warranties, express, implied or statutory and in addition to all obligations contained in this Agreement. Payment for or receipt of Services will not constitute a waiver of any breach or warranty.

#### XV – RELIANCE

Notwithstanding anything contained herein, Vendor makes no representations, forecasts or projections, implied or expressed, regarding the number of Clients or Vendor guests who will utilize Services offered by Hyatt during the Term of this Agreement. Without limitation, any capital investments, business expenses, work force additions, or expenditures of any kind or nature made by Hyatt ("Expenditures") in anticipation of any volume to be generated by Vendor, Clients will be made solely at the risk of Hyatt and in no event and under no circumstances will Vendor ever be liable for any Expenditures by or on behalf of Hyatt. This section survives termination or expiration of this Agreement.

#### XVI – INDEMNITY

1. Hyatt shall defend, indemnify, and hold harmless wholesaler and its officers, directors, employees, and agents from and against all claims, actions, causes of action or liabilities, whether based in contract or tort, including reasonable attorneys' fees, arising out of or resulting from any act undertaken or committed by Hyatt pursuant to the performance of its obligations under this contract. Hyatt shall defend, indemnify and hold harmless wholesaler, its officers, directors, and employees from any liability resulting from any claim, action or cause of action, howsoever caused, which may be asserted by third parties arising out of Hyatt's performance pursuant to this contract, except for those actions or liabilities which are due to the misconduct or negligence of wholesaler.
2. Wholesaler shall defend, indemnify, and hold harmless HYATT REGENCY GRAND CYPRESS and their ultimate parent companies and affiliates, and their respective officers, directors, employees, and agents (collectively, the **"hotel parties"**) from and against all claims, actions, causes of action or liabilities, whether based in contract or tort, including reasonable attorneys' fees, arising out of or resulting from any act undertaken or committed by wholesaler or its clients or any contractors hired or engaged by wholesaler or its clients in connection with the performance of wholesaler's obligations under this contract. Further, wholesaler shall defend, indemnify, and hold harmless the hotel parties from any liability resulting from any claim, action, or cause of action, howsoever caused, which may be asserted by third parties arising out of the performance of wholesaler's obligations pursuant to this contract, except those actions which are due to the misconduct or negligence of hyatt.
3. This Section shall survive termination or expiration of this Contract.

#### XVII - PRIVACY OF PERSONAL INFORMATION.

Hyatt complies with the privacy policy available at [www.hyatt.com](http://www.hyatt.com) (the **"Hyatt Privacy Policy"**). Wholesaler, with respect to Hotel Guests who stay at the Hotel pursuant to this Contract:

1. Shall make the Hotel Guests aware of the Hyatt Privacy Policy;
2. Shall obtain from Hotel Guests their consent to disclose their personal information to Hyatt;
3. For sales of Hotel accommodations by Wholesaler directly to individuals, warrants and represents to Hyatt that it is entitled to disclose the Hotel Guests' personal information to Hyatt and it is authorized to act as agent of each of the Hotel Guests for this purpose; and
4. Shall require in each of its contracts with Clients who are wholesalers or travel agents that such Clients warrant and represent to Hyatt that they are entitled to disclose the Hotel Guests' personal information to Hyatt and are authorized to act as agent of each of the Hotel Guests for this purpose.

#### XVIII – INSURANCE

Hyatt will obtain and maintain, at its expense, a policy or policies of Commercial General Liability Insurance (including product and completed operations, personal and advertising injury and contractual liability coverage), with a minimum of \$2,000,000 General Aggregate limit.

Upon request by Vendor, Hyatt will provide the Certificates of Insurance or other documentation, evidencing the required coverage upon execution of this Agreement. Coverage and limits referred to above will not in any way limit the liability of Hyatt.

#### XIX– MISCELLANEOUS

(a) Entire Agreement - No Oral Modifications. This Agreement (together with the Contract Terms) represents the entire agreement among the parties and supersedes and cancels any prior oral or written agreement, letter of intent or understanding relating to the subject matter hereof. This Agreement, including the Contract Terms cannot be changed or modified other than by a written agreement executed by both parties. In the event of a conflict between this Agreement and the Contract Terms, the Agreement will prevail.

(b) Binding Effect; Assignment; Transfer. Neither party may assign or transfer any right hereunder without the prior written consent of the other. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and permitted assigns of the parties, and no other person shall acquire or have any right under or by virtue of this Agreement.

(c) Governing Law/Venue. This Agreement will be governed by and construed and enforced in accordance with the internal and substantive laws of the State of Florida without giving effect to the conflict of laws and rules thereof.



(d) Attorneys' Fees. The prevailing party in any suit or other proceeding will be entitled to recover all its reasonable attorneys' fees, expenses and costs, including costs of investigation as actually incurred, whether in pretrial, arbitration, appeal, or in any proceeding including bankruptcy or in any action to enforce a judgment or award.

(e) Relationship of the Parties. Nothing in this Agreement will be construed as making either party the partner, joint venturer, agent, employer, or employee of the other. Unless authorized in writing by the party to be bound, neither party will have the authority to make any statements, representations, or commitments of any kind, or to take any action which will be binding on the other.

(f) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties.

(g) Survival. All sections that are noted as such and by their nature, including this section will survive the expiration or termination of this Agreement.

(h) Severability. In the event any provision, or portion thereof, of this Agreement is held by a court having proper jurisdiction to be unenforceable in any jurisdiction, then such portion or provision shall be deemed to be severable as to such jurisdiction (but, to the extent permitted by law, not elsewhere) and shall not affect the remainder of this Agreement, which shall continue in full force and effect. If any provision of this Agreement is held to be so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is necessary for it to be enforceable.

#### XX- TERMINATION AND DEFAULT

In addition to the termination rights set forth in Section 1 above, either party will be considered in default of its obligations under this Agreement in the event that it has breached a material promise, obligation, representation, covenant or warranty under the Agreement. In the event of a default by one of the parties, the other party may, in its sole discretion, terminate this Agreement immediately upon written notice to the defaulting party.

#### XXI - DUTIES ON TERMINATION OR EXPIRATION OF AGREEMENT

The rights of termination contained herein are absolute. The parties each acknowledge they have considered the term and the termination provisions in making expenditures of time and money in preparing for the performance of this Agreement and have further considered the possible loss or damage on account of the loss of prospective profits or anticipated sales or an account of investments, leases, property improvements or commitments in connection with the goodwill or business of such party resulting from the termination thereof. In addition to the provisions of termination provided elsewhere in this Agreement, upon termination or expiration of the Term, whichever first occurs, Hyatt shall:

(a) immediately destroy or return (as directed by Vendor) all marketing materials created pursuant to this Agreement in its possession, along with all Client Information and Vendor Confidential Information no later than thirty (30) days following the termination or expiration of this Agreement.

(b) continue to service all reservations made under the Agreement before the effective date of the expiration or termination in the same manner as if the Agreement were still in full force, and pay Vendor any commissions or revenue set forth in the Contract Terms for all such pre-expiration or pre-termination reservations made by a Client or Vendor guest in the same manner and at the same times as if the Contract Terms were still in full force and effect.

This section survives termination or expiration of this Agreement.

#### XXII – SAFETY

This section survives termination or expiration of this Agreement.

Hyatt warrants that Hotel personnel are licensed, as required by applicable law and regulations. Hyatt warrants that the Hotel complies with applicable laws and regulations regarding health and safety, fire and hygiene.

Hyatt will provide Wholesaler, upon request, with a copy of its current fire safety certificate, and (where applicable) it's operating license or permit.

#### XXIII - NOTICES

All notices, consents, requests, instructions, approvals and other communications provided for herein shall be deemed validly given, made or served if in writing and delivered personally or sent by certified mail, postage prepaid, or by overnight courier, or by facsimile, charges prepaid:

Hyatt

To: Hyatt Regency Grand Cypress  
One Grand Cypress Blvd.  
Orlando, FL 32836

Attn: Jo-Ann Albert  
Phone: 407-239-3944  
Fax: 407-239-3837

Vendor

To: Ocean Holidays  
Attn: Simon Hilton  
Phone: 407-390-6422  
Fax:

or such other address as shall be furnished in writing by any party to the others.

All notices, consents, requests, instructions, approvals and other communications shall be deemed to have been duly given: (i) at the time delivered by hand, if personally delivered; (ii) five days after mailing, if sent by certified mail; (iii) the next business day after timely delivery to an overnight courier, if sent by overnight courier guaranteeing next day delivery; or (iv) upon receipt of confirmation of delivery, if sent by facsimile. This section survives termination or expiration of this Agreement.

Either party may terminate this agreement within sixty (60) days of delivery of written notice. Return signed copy within two weeks of the date of the agreement.

For: Ocean Holidays

For: Hyatt Regency Grand Cypress

22nd March 2017

\_\_\_\_\_  
Simon Hilton  
Signed and Agreed

DATE

\_\_\_\_\_  
Jo-Ann Albert  
Senior Sales Manager

DATE