



5300 Gulf Boulevard, St. Pete Beach, FL 33706

Tele: 727-363-5100 Fax: 727-363-5161

April 11, 2017

Simon Hilton
Ocean Beds
3204 Rolling Oaks Blvd.
Kissimmee, FL 34747

Dear Simon,

Many thanks for your support during this past year. Your 2018/2019 Wholesale Agreement is attached for your review and signature.

New and exciting changes are ongoing at Sirata Beach Resort as part of our commitment to provide an exceptional Florida beach vacation experience to all of your customers.

Please note the Agreement will not be complete until all forms listed below are filled out and returned:

- ☐ **Signed Agreement**
- ☐ **Information Sheet**
- ☐ **Copy of Reservation Request Form**
- ☐ **Copy of Vouchers being submitted**
- ☐ **Direct Bill Application Form**

Simon, we look forward to a very successful season. Please let us know if we can provide you with any additional information.

Sincerely,

Stephanie Alexander
Manager of Travel Industry Sales

Enclosures: Wholesale Agreement
Information Sheet
Direct Bill Application Form
Hotel Room Descriptions and Amenities

SIRATA BEACH RESORT
St. Pete Beach, Florida
2018/2019 Wholesale Agreement
For Ocean Beds

The undersigned Tour Company has been issued **2018/2019 Receptive Wholesale Net Rates** by Sirata Beach Resort LLC. The recognized Tour Operator agrees to the following provisions:

2018 - 2019
Receptive Wholesale Rates

Value Season 5 Day Cutoff	5/1/18-9/3/18
Standard Traditional Room	\$ 105.00
Studio	\$ 125.00
One-Bedroom Suite - City View	\$ 145.00
One-Bedroom Suite - Gulf View	\$ 205.00
May 25-28, 2018 inclusive	Plus \$70.00
June 29-July 4, 2018 inclusive	Plus \$70.00
August 31-September 3, 2018 inclusive	Plus \$40.00
Low Season 5 Day Cutoff	9/4/18-12/20/18
Standard Traditional Room	\$ 96.00
Studio	\$ 116.00
One-Bedroom Suite - City View	\$ 136.00
One-Bedroom Suite - Gulf View	\$ 196.00
Value Season 5 Day Cutoff	12/21/18-2/7/19
Standard Traditional Room	\$ 105.00
Studio	\$ 125.00
One-Bedroom Suite - City View	\$ 145.00
One-Bedroom Suite - Gulf View	\$ 205.00
December 25-31, 2018 inclusive	Plus \$70.00
High Season 10 Day Cutoff	2/8/19-3/14/19
Standard Traditional Room	\$ 192.00
Studio	\$ 212.00
One-Bedroom Suite - City View	\$ 232.00
One-Bedroom Suite - Gulf View	\$ 292.00
Premium Season 10 Day Cutoff	3/15/19-4/13/19
Standard Traditional Room	\$ 242.00
Studio	\$ 262.00
One-Bedroom Suite - City View	\$ 282.00
One-Bedroom Suite - Gulf View	\$ 342.00
High Season 5 Day Cutoff	4/14/19-4/30/19
Standard Traditional Room	\$ 192.00
Studio	\$ 212.00
One-Bedroom Suite - City View	\$ 232.00
One-Bedroom Suite - Gulf View	\$ 292.00

Rates are based on 1-2 adults per room. See page 3 for extra person rate.

Offer #1:

5th Night Free

Available for stay dates:

May 1, 2018 – Jun 21, 2018

Aug 5, 2018 – Nov 3, 2018

(Normal Cutoff dates apply)

Not applicable to 1 bedroom suite gulf view

Offer Not Available May 25 – 28, 2018 inclusive

Or August 31 – September 3, 2018 inclusive

Offer #2:

4th Night Free

Available for stay dates:

Nov 4, 2018 – Jan 31, 2019

(Normal Cutoff dates apply)

Not applicable to 1 bedroom suite gulf view

Offer Not Available Dec 25 – 31, 2018 inclusive

- **Free Night Offers are accumulative but not combinable with other Free Night Offers.**
- **Inventory is not available until the 2018/2019 contract is signed and returned with completed Information Sheet.**

*****ALL DATE RANGES ARE INCLUSIVE*****

Resort Fee:

- **Details will be provided soon, but parking and Wi-Fi will be included.**
- **\$15 per room per night (payable by guest directly to the resort – unless specified otherwise).**
- **This is a wholesale special reduced rate from \$29.**

Rates issued are for the exclusive use with FIT packaging including ground and (or) air transportation, and are not to be quoted independently to consumers by Ocean Beds or any of its affiliates at any time. Rooms quoted independently, and not to be included in a package, require a separate contract for non packaged rooms. If found in violation of this agreement, we reserve the right to cancel this contract at any time with out notice.

Contracted rates above are EP (European Plan) – Room Only.

Traditional Rooms, Studios and 1 Bedroom Suites City View can accommodate a maximum of 4 people. One-Bedroom Suite Gulf View rooms can accommodate a maximum of 6 people. Existing bedding only. SIRATA BEACH RESORT WILL ONLY BE RESPONSIBLE FOR ACCOMMODATING THE NUMBER OF PASSENGERS REPORTED FOR EACH BOOKING.

Florida Fire Regulations state Hotel Rooms, Studios and One-Bedroom Suites can accommodate one to four persons with the exception of the One-Bedroom – Gulf View suites which can accommodate one to six persons. When booking the maximum number of people in either our Guest rooms, Studios or Suites, space will be limited. This decision will be made at the Tour Operator's discretion.

Room rates are based on 1 - 2 adults per room. Extra person charge of \$15 per person per night will be charged if more than 2 adults in a room.

Minimum Age Requirement: At least one occupant must be 21 years of age or older to occupy a guestroom or suite. Children 18 years and younger - free in parents room.

Hotel rooms may not connect and are not adjacent. Specific room locations may not be guaranteed.

Rates are quoted per room, per night and are subject to state and local tax, currently 13%. Gratuities and incidental fees are not included in the NET rate.

Roll-a-ways are not available in advance and may only be requested upon arrival, subject to availability at the rate of \$15.00 per day. Cribs are available at no cost, subject to availability.

Room descriptions are attached and all brochure copy needs to be approved prior to printing. **Sirata Beach Resort** will not be held responsible for incorrect text printed without approval.

VALUE ADDED:

- Free in room coffee
- Free daily access to fitness center
- Free local phone calls
- Free access to business center

MARKETING:

All editorial copy is to be approved prior to printing to avoid brochure error. The Resort Fact sheets will provide all specific resort details.

NOTICES:

Notice of facility closings (i.e., renovations, etc.) will be emailed to the Main Contact with as much advance notice as possible. It will be the responsibility of the Main Contact to make this information available to all staff members and clients.

GROUPS:

These NET rates are not valid for groups of ten (10) rooms or more. All group rates are quoted on an ad-hoc basis and are subject to separate contracted conditions.

BILLING:

To establish or update direct billing, a credit application must be completed on an annual basis and returned to the hotel a minimum of six (6) weeks prior to use. The application must be filled out completely and signed to be considered. Credit is subject to approval by Sirata Beach. If approved by the hotel, the Ocean Beds will be set up for direct billing. **Ocean Beds** will be providing a rooming list and/or vouchers.

All charges billed are due in full within 30 days of receipt and no more than 35 days of billing date. Any unpaid balance will be subject to a 1.5% interest charge. All disputed payments must be addressed in writing within 35 days of billing to avoid interest payment charges. Delay in payment of 120 days past due **will result in the automatic termination of this contract.**

We agree to supply all needed support documents as required by the Tour Company for billing. Any disputed charges must be submitted with supporting documentation.

Ocean Beds agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by the Sirata Beach Resort in the collection of any amounts due from **Ocean Beds** or incidental to the enforcement of any provision of this Agreement.

If direct billing is not approved, Ocean Beds will need to pre pay with company check or credit card.

When net rates are issued, tax must be paid by the undersigned Tour Company to avoid revealing net rates to the guest.

VOUCHERS:

Will guests be providing vouchers for collection? Please check box:
If yes, please provide a copy with the contract.

Yes

☐

No

☒

RESERVATIONS:

All reservation requests and/or rooming lists are to be E-mailed to wholesale@sirata.com or faxed to 727-363-5165.

Reservation confirmations will be sent to you within two business days. All rooms are on free sell and available for sale until closed out.

CANCELLATIONS:

Reservations canceled 72 hours prior to arrival are fully refundable. Reservations canceled within the 72-hour prior will incur a one-night cancellation fee including room tax.

NO SHOWS:

All prepaid reservations are guaranteed for late arrival. No-show reservations will incur a one-night penalty charge. (This includes room tax.)

ROOM ALLOCATION:

Sirata Beach Resort will provide **Ocean Beds** free sell room allocations with sell and report.

All Cutoff dates will be strictly adhered to by our reservations department. Report all bookings when sold to avoid allocation closeout dates.

All rooms will be guaranteed for late arrival.

We reserve the right to accommodate any guests in an equal or better accommodation at another property within the contractual period, should the need arise.

Rooms sold to the undersigned Tour Company are for the exclusive purpose to be packaged to consumers and may not be resold to another tour company with intent to sell to consumer as room only.

PAYMENT:

Payments must be in the form of a bank check in U.S. Dollars drawn on a U.S. bank account, or valid VISA, MasterCard or American Express Card.

If paying by check, money order or other instrument, payments should be made out to the name of the "GPIF Sirata LLC" and please mail such items to the following address:

**GPIF SIRATA LLC
GPIF SIRATA OWNER LP, SOLE MEMBER
DEPOSITORY
777 MAIN STREET, SUITE 2260
FORT WORTH, TEXAS 76102

TIN/EIN 81-4638357
ACH ABA 111000025
WIRE ABA 026009593
ACCOUNT NUMBER/STATE 488038517187/TX**

FORCE MAJEURE:

The parties' performance under this Agreement is subject to acts of God, war, government regulation, threats or acts of terrorism or similar acts, disaster, strikes (except those involving the Hotel's employees or agents), civil disorder, curtailment of transportation facilities, or any other cause beyond the parties' control, making it inadvisable, illegal or impossible to perform their obligations under the Agreement. "War" shall mean military hostilities within the United States. "Terrorism" shall mean terrorist acts which occur within a 75 mile radius of Tampa, Florida. Either party may cancel the Agreement for any one or more of such reasons upon written notice to the other. In the event Group decides to hold its Meeting despite such circumstances, the Hotel shall waive any fees related to a reduced-sized Meeting (including any room attrition fees, function space rental, food and beverage attrition fees) and shall offer the Group's guests any lower room rate offered to guests during the contracted dates.

KEY CONTACTS:

The following personnel are your 2018/2019 key contacts for **Sirata Beach Resort**.

Stephanie Alexander, Manager of Travel Industry Sales (727) 363-5106
salexander@sirata.com

Roslyn Lawrence, Reservations Manager (727) 363-5103
rlawrence@sirata.com

Reservations (727) 363-5165 FAX
wholesale@sirata.com

Teresa Fader, Accounts Receivable (727) 363-5118
tfader@sirata.com

GOVERNANCE:

This Agreement shall, without giving effect to the principle of conflicts of laws, be governed by laws of the State of Florida.

If all of the above provisions meet with your approval, please return a signed copy of this Agreement, completed Information Sheet, copy of Reservation Request Form, and copy of Vouchers being submitted. **If contract has not been signed and returned by May 31, 2018, contract rates and terms may be subject to change.**

Sirata Beach Resort

Ocean Beds

Stephanie Alexander
Manager of Travel Industry Sales

Signature

Date Signed

21st April 2017

Date Signed