



500 Mandalay Avenue • Clearwater Beach, FL 33767 • Phone: 877.726.3111 • www.sandpearl.com

## RECEPTIVE FIT RATE AGREEMENT

The following agreement outlines the rates, terms and conditions by which the Tour Operator may package and sell SANDPEARL RESORT. This agreement is applicable to all individual/FIT reservations made by the Tour Operator.

Contact Information			
<b>Operator:</b>	Ocean Beds	<b>Address:</b>	3204 Rolling Oak Blvd
<b>Contact:</b>	Simon Hilton		
<b>Telephone:</b>	+44(0) 203.823.9825	<b>City:</b>	Kissimmee
<b>Fax:</b>		<b>State/Province:</b>	FL
<b>email:</b>	Simon.hilton@ocean-holidays.co.uk	<b>Zip/Country:</b>	34747

Rate Seasons	City View	Partial Coastal View	Total Allotment	Release Period
SEASON 1: 01.01.18 – 01.31.18	160	190	4	5 days
SEASON 2: 02.01.18 – 02.28.18	181	211	4	5 days
SEASON 3: 03.01.18 – 04.14.18	269	299	3	7 days
SEASON 4: (Sun-Thu) 04.15.18 – 08.13.18	157	187	4	5 days
SEASON 4: (Fri-Sat) 04.15.18 – 08.18.18	175	204	4	5 days
SEASON 5: 08.19.18 – 12.24.18	149	179	4	5 days

Holiday Rates and Release Periods	City View	Partial Coastal View	Total Allotment	Release Period
PRESIDENT DAY 02.17.18 – 02.24.18	\$264	\$314	2	7 day
EASTER: 03.24.18 – 04.07.18	\$379	\$419	2	14 days
MEMORIAL DAY: 05.25.18 – 05.28.18	\$279	\$314	2	7 days
4 <sup>TH</sup> OF JULY: 07.03.18 – 07.05.18	\$279	\$314	2	7 days
NEW YEAR'S: 12.25.18 – 12.31.18	\$279	\$314	2	7 days

### SPECIAL OFFERS:

- **Early Booking Bonus:** 10% off of net rate for travel January 2, 2018 - February 15, 2018 and booked by December 24, 2017

### I. RATES

The rates above form an integral part of this agreement and these rates are guaranteed for the term of this contract, subject to change only when local government tax/service levels are amended. All rates are non-commissionable, quoted in and payable in US dollars and **do not include taxes and resort amenity fee.**

State tax is 6%, Local tax is 1%, and Occupancy tax is 6% for a total of 13% per room, per night. Should any governmental authority increase any applicable tax then the amount of the increase be passed on by the Hotel to the Tour Operator upon not less than six weeks written notice.

Resort amenity fee is \$25 per night (not including 13% tax), payable by Guest upon check out, and includes the following:

- VIP check-in with welcome beverage & cold/hot towel
- Access to state-of-the-art gulf-front fitness center
- In room wireless high-speed internet access (limit 256k)
- Unlimited local calls/800 access
- Access to Sandpearl Resort's business center
- Delivered daily newspaper
- Gourmet in-room coffee
- In-room bottled water
- Nightly shoe shine
- Nightly turndown service
- Beach/pool towel service

Rates quoted are for single and double occupancy. Supplement for each additional person over the age of 18 is \$20. Specific room type must be noted on the reservation at the time of booking.

Maximum occupancy is up to 3 persons per king bedded room. Maximum occupancy is up to 4 persons plus an infant per queen/queen bedded room.

Specific bedding requests are fulfilled upon availability, but cannot always be guaranteed. During certain peak seasons rooms with queen beds and connecting rooms are limited. Cribs are available at no additional charge, and are confirmed upon check-in, based upon availability. Rollaway supplement is \$25 per night.

Unpublished Rates are offered by the Resort expressly and solely for the Provider use. The offering or distribution of Unpublished Rates or any other data or information provided by the Resort hereunder, through any Internet site or global distribution system booking sites, is expressly forbidden, except as Provider shall notify Resort and Resort shall approve such re-distribution in writing.

Resort is limited to valet parking only. A \$25 per night, per car fee will be applied, payable by the guest upon check-out.

**Check in:** 4:00pm      **Check out:** 11:00am

## II. REPORTING

All bookings must be released to the Hotel as sold and not held until allocation cut-off dates. By signing this Agreement you will ensure that your bookings are made on a **SELL & REPORT** basis to the Hotel.

## III. BOOKING PROCEDURES

All reservations must be made with the Hotel. The contact information is as follows:

<b>Sandpearl Resort</b>	<b>Telephone:</b>	<b>727-441-2425</b>
<b>500 Mandalay Avenue</b>	<b>Facsimile:</b>	<b>727-449-9024</b>
<b>Clearwater Beach, FL 33767</b>	<b>E-mail:</b>	<a href="mailto:reservations@sandpearl.com">reservations@sandpearl.com</a>

The reservation must include the hotel booked, name and initial of guest, arrival and departure dates, room category, special offers, flight details, and children ages where applicable.

**Registered guest must be a minimum of 21 years of age to check in.**

The rates agreed apply also to groups of fewer than 10 rooms. Groups of 10 or more rooms will receive a group booking acknowledgement outlining specific rate, deposit and cancellation policies. Please contact sales department for group inquiries.

All allocation rooms for which no reservation is received by the cut-off date will automatically revert back to the Hotel. Any rooms required after the cut-off date has been reached will be on a space available basis requested via SANDPEARL RESORT.

Any rooms which the Tour Operator requires over and above their allocation need to be requested through SANDPEARL RESORT and can be booked on a space available basis.

## IV. PAYMENT & BILLING POLICIES

The Hotel requires one hundred percent (100%) prepayment unless other specific credit arrangements have been approved. Full prepayment must accompany the reservation or be received twenty-one (21) days prior to arrival in order to avoid reservation cancellation. Payment shall be made in US dollars by company check, credit card or wire transfer, free of any bank charges.

### **PAYMENT DETAILS:**

All payment should be sent in US\$ to:

SANDPEARL RESORT

500 Mandalay Avenue, Clearwater Beach, FL 33767

care of

**ACCOUNTS RECEIVABLE**

Late Bookings: Prepayment for reservations made within twenty-one (21) days is due immediately and should be sent to SANDPEARL RESORT. If payment has not been received by guest's arrival, the guest will be held responsible for all charges, or bookings will be cancelled.

## V. REQUESTING DIRECT BILLING

If credit is requested, a direct bill application must be filled out in its entirety. Credit history and references are required. Application must be updated on an annual basis.

The Hotel will invoice the Tour Operator the net amount due on receipt of the reservation. In case of disputed items the Tour Operator **shall pay the undisputed portion of the invoice** within the agreed time frame, notifying the Hotel in writing of the dispute within 14 days of receipt of invoice.

There will be a one and one-quarter percent (1 ¼%) monthly interest (18% per annum) on all undisputed balances over thirty (30) days from the date of the invoice. **Payments not received within sixty (60) days from the date of invoice may result in**

## **VI. CANCELLATION & NO-SHOW POLICY**

Cancellation of confirmed reservations will be accepted without penalty if received within the cut-off dates as outlined above. The Hotel will retain one (1) night room and tax revenue if a cancellation is received within the cut-off period. **No Shows shall be deemed to be cancellations.**

## **VII. CLOSEOUT/STOP SELL**

Should the need arise at any time prior to the cut-off date, the Hotel reserves the right to reduce allotment and/or close out a rate category by the amount equal to the unused portion of that allotment, (the Hotel will make every effort to avoid close outs.) In all such instances, the Tour Operator will be asked to provide names and dates for all rooms sold during said period within forty-eight (48) hours of notification (excluding weekends). All rooms held at that time are considered guaranteed and are expected to be paid in full.

The following dates are hereby restricted for sale under the terms and provisions of your 2018 FIT contract with Sandpearl Resort for the contract period of January 1, 2018 through December 31, 2018. **Please be advised that blackout dates are subject to change.**

### **Special Event Blackout Dates**

## **VIII. OPERATING TERMS AND CONDITIONS**

### **Tour Operators Obligations**

In consideration of the grant to it of the preferential rates and/or the allocation the Tour Operators agree:

1. To include the hotel in its program and brochure of inclusive holiday tours for the period of this agreement, the brochure description thereof to include descriptive copy and current photographs. The Hotel is to receive a minimum of equal display in the Tour Operators brochure with any competitive property, relative to both descriptive copy, photographs etc.
2. Not to disclose or discount the Hotel's rates and in order to achieve this purpose not to offer the Hotel otherwise than as part of a package in which the Hotel is only one element.
3. To reserve on a SELL and REPORT basis by final rooming list, delivered either by fax, E-mail or recorded mail. The hotel reserves the right to close out the hotel when necessary. Tour Operator must report bookings within 48 hours (excluding weekends) of receiving a close out notice. Failure to do so will result in rack rate billing.
4. This certified rooming list shall serve as a final document upon which the Hotel may invoice the Tour Operator.
5. Any rooms requested and sold to the Tour Operator on a space available basis after the agreed release date will be added by the Hotel to the final rooming list and invoiced at the agreed rates in US\$ in the manner described above.
6. All special offers/special requests to be put on rooming lists, manifests and vouchers.
7. The Tour Operator will have no liability under this agreement in the event of force majeure or other circumstances arising (which shall without prejudice to the generality of the forgoing include weather, epidemic, fire or other damage to the hotel) which in the opinion of the Tour Operator would render it unsafe or inadvisable for the Tour Operator to send clients to the hotel or to the resort in which it is situated.
8. If damage is suffered by the Tour Operator by reason of the breach of the Hotel for whatever cause or any other party, the tour operator has no right to set off its claim for damages against other monies due to the Hotel which shall be paid without any deduction or set-off whatever, whatever may be the circumstances.

### **The Hotel's Obligations**

1. The Hotel shall not be allowed to increase the rates throughout the period of this agreement, provided however, that should any governmental authority increase any applicable tax then the amount of the increase be passed on by the Hotel to the Tour Operator upon not less than six weeks written notice.
2. The Hotel shall be excused for the period with respect to the performance of any of the terms, covenants and conditions of this agreement when prevented from doing so by Force Majeure which shall include, without limitation, all labour disputes, government regulations or controls, fire or other casualty, inability to obtain any materials or provide services due to acts of God, (such as, but not limited to, hurricanes, earthquakes etc.).

### **Safety of Clients**

Throughout the period of contract the Hotelier warrants and guarantees as follows:

1. That the hotel holds all necessary certificates with all applicable national and local laws, decrees, regulations and codes of recommended practice (including those promulgated by trade associations of which the Hotel is a member) relating to hygiene, fire and general safety of those using the hotel or any of its amenities. The Hotel shall indemnify and keep indemnified the Tour Operator against all losses, liabilities, claims or expenses for or in respect of injury, (including death) loss or damage to persons or property which may arise from any cause whatsoever out of or in connection with the supply of services to the Tour Operator (excluding the negligence or default of the Tour Operator, its servants or agents but including any failure on the Hotels part to comply with the laws, decrees, regulations and codes of recommended practice referred to above).

2. That the Hotel is comprehensively insured with a reputable insurance company in respect of its liability for death, illness, personal injury or other loss or damage suffered by third parties, however caused in a sum assured of not less than one hundred thousand US dollars for each and every individual third party for each and every incident but without limit of indemnity in respect of costs, fees and expenses; provided however that nothing in this sub-clause shall serve to limit the liability of the Hotel to indemnify the Tour Operator under the terms of Clause (1) above.
3. That the Hotel will at once inform the Tour Operator by the fastest available method if the Hotel or any of its facilities or amenities no longer comply with any of the said safety standards etc. or if there are any changes in its said insurance or if it ceases to be so insured.
4. That in the event of the Hotel having to sub-contract any of its obligations under this agreement for whatever reason then the Hotel will procure that the sub-contractor also complies with the said safety standards and maintains insurance as aforesaid and the Hotel further agrees that in the event of the negligence of any sub-contractor or if any sub-contractor fails to comply with the said safety standards or to maintain the said insurance the Hotel will indemnify the Tour Operator and its clients against any loss, damage or expense (including costs) incurred by the Tour Operator in relation to claims which may be made against the Tour Operator whether for death, illness, personal injury or other loss or damage however caused.

#### **Description and Amenities**

1. The Hotel hereby declares that at the date hereof the Hotel consists of and conforms to and has the characteristics, description, facilities and amenities set out in the Description Sheet relating to the hotel which has been or will be agreed and signed by or on behalf of both parties and which forms part of this agreement.
2. In the event of any alteration after the date hereof in those characteristics, description, facilities and amenities of the Hotel set out in the said Description Sheet, the Hotel shall forthwith give written notice to the Tour Operator or its representative of any alteration and shall sign a fresh Description Sheet incorporating all such alterations PROVIDED THAT the Hotel shall not be bound to give notice hereunder in the event of any temporary withdrawal of any facility or amenity where the same has been withdrawn for reasons of breakdown, repair, maintenance, cleaning, weather, lack of fuel or water or other such reason for temporary withdrawal.

#### **Accuracy of Hotel Descriptions**

1. The Hotel has supplied the description of the Hotel and its facilities to the Tour Operator. The Tour Operator is aware of its obligations and its legal liability under the Tour Operator's regulatory body existent in the country from which it operates and its legal liability in said Country for false trade descriptions.
2. The Hotel shall not be liable for the Tour Operator's brochure description in respect of the Hotel unless the Hotel has approved and countersigned the brochure copy. In the case of the brochure copy not being ready at the date hereof, the Hotel will not be liable unless, and until, the said copy has been delivered to and countersigned by the Hotel.

#### **Consumer Protection Plan and Booking Conditions**

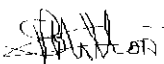
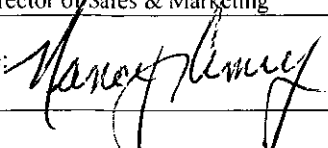
1. The Tour Operator will provide the Hotel with its Fair Trading Bond and Booking Conditions as set out in all current Tour Operators brochures which feature the Hotel during the period of this agreement. In the event of the Tour Operator having to make refunds to passengers the Tour Operator will negotiate fairly with the Hotel as to which parts should bear all or part of the burden thereof.
2. In the event of overbooking by the Hotel, or the Hotel not being ready to receive the Tour Operator's clients at any time, the Hotel shall provide the Tour Operator with alternative accommodation for its clients in a hotel in the same resort of an equal or higher category and with similar facilities at no extra cost to the Tour Operator. Through this action the Hotel will be deemed to have fulfilled its obligation.

#### **VII. ENDORSEMENT**

This agreement shall not be binding upon The Hotel unless properly signed and returned to:  
SANDPEARL RESORT 500 Mandalay Avenue, Clearwater Beach, FL 33767.  
A fax copy may be sent to 727-449-9024.

A copy of this agreement must be signed by an authorized agent of the Tour Operator and returned on or before April 15, 2018 acknowledging the Tour Operator's full acceptance of all the terms and conditions contained herein. A countersigned copy will be returned to the Tour Operator.

I, the undersigned, acting as representative for the Tour Operator, fully understand and agree to be bound by the terms and conditions contained herein.

Tour Operator: Ocean Beds	Sandpearl Resort
Printed Name: Simon Hilton	Printed Name: Nancy Cimney
Title: Head of Product USA	Title: Director of Sales & Marketing
Signature: 	Signature: 

Department	Contact	Fax Number	Phone Number	E-mail Address
Sales	Nancy Cimney	727-674-4110	727-674-4101	Nancy.Cimney@oplhotels.com
Accounts Receivable	James Pritsky	727-674-4175	727-674-4176	jpritsky@sandpearl.com
Reservations	Margaret Little	727-449-9024	727-674-4114	mlittle@sandpearl.com