

### 2018/2019 WHOLESALE NET RATE AGREEMENT

Newport Beach Hotel & Resort	Ocean Holidays / Ocean Beds
16701 Collins Avenue	3204 Rollins Oaks Blvd.
Sunny Isle Beach, FL 33160	Orlando, FL 34747
T 305-949-1300 Ext. 1075	T: 407-390-6424
F 305-956-2733	F: 260-454-3058
Website: www.newportbeachside.com	Website
E gbello@newportbeachsideresort.com	E: simon.hilton@ocean-holiday.co.uk
Giovanna Bello	Simon Hilton
Director of Travel Industry Sales	

The rates provided in this 2018/2019 F.I.T. Net Confidential Rate Agreement are for the sole purpose of sale by Ocean Holidays via a traditional wholesale distribution system. Locally negotiated net wholesale rates are provided by the **Newport Beachside Hotel & Resort** for the contractual term subject to the condition that such net rates must be distributed either as a "Packaged Rate" or as a "Marked-up Rate" of a minimum of 20% mark up. Net FIT room rates are solely for use by companies and organizations that have entered into this Agreement with **Newport Beachside Hotel & Resort**.

FIT net room rates do not include all fees, such as resort fee, parking, state/local taxes and other automatic charges. It is the sole responsibility of Ocean Holidays to clearly and conspicuously disclose to the customer in advance of booking all mandatory applicable fees, charges and state/local taxes as specified by **Newport Beachside Hotel & Resort.** Ocean Holidays shall be responsible for net room rate, applicable taxes and all mandatory fees unless otherwise stated. All travel documents and/or voucher provided to the passengers must specified all inclusions and/or promotions. Guest will be responsible for the incidental charges which will be shown on their individual folio.

Ocean Holidays to feature the **Newport Beachside Hotel & Resort**, in their 2018/2019 promotional brochure and/or web page listing on the same basis as other properties featured. The minimum representation will be a photograph with the appropriate rate and amenity information regarding the featured property. Ocean Holidays agrees to market and book the **Newport Beachside Hotel & Resort** managed by **Newport Beachside Hotel & Resort** exclusively through the **Newport Beachside Hotel & Resort**.

Group bookings (ten (10) rooms/suites or more) and rates shall be negotiated separately from this agreement.

### April 01, 2018 TO March 31, 2019

Room Type	High Season	Low Season
	12/19/18- 03/31/19	04/01/18 - 12/18/18
One Bedroom Suite City View	\$159.00	\$95.00
Two Bedroom Suite City View	\$209.00	\$139.00

### **RATES**

Rates **EP** (no meals) per room, per night, net, non-commissionable. One-bedroom suite has a maximum occupancy of 4 persons, existing bedding. Two-bedroom suite has maximum occupancy of 6 persons.

Cribs: On request, at no charge, subject to availability

### **UPGRADE SURCHARGE**

Partial ocean view: \$15.00 per night plus tax Oceanfront: \$30.00 per night plus tax

### ADD-ON PACKAGE – VALID YEAR-ROUND

\$40.00 per room, per night added to any room category net rate. It includes full American buffet breakfast for two, daily valet parking and daily resort fee and a \$30.00 Food & Beverage credit per stay.

#### **BREAKFAST:**

Full American Buffet breakfast is \$15.00 per person inclusive of tax and service fee; served daily from 7:00 am to 11:00 am at Ocean Reef. In order to confirm this reduced breakfast rate, the breakfast has to be pre-booked and paid by the operator.

### TAX

Florida State Sales Tax is 6% and Occupancy Tax is 7% (total of 13%) and is not included in the rate. Taxes are subject to change without notice.

### RESORT FEE Please select ONE: PAID BY GUEST PAID BY TOUR OPERATOR

A mandatory resort fee of **\$25.00** per room, per night plus tax applies. Subject change. It includes use of lounge chairs at the pool and beach, pool & beach towels, wireless internet access throughout the property, children's activity club for children 9 years and under, scheduled activities for adults, local calls, in-coming faxes, daily Newspaper at Cappuccino's and discounts on water sports and Beach cabanas rental.

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# <u>HIGH DEMAND DATES – All reservations including below high demand dates require a 3 night minimum stay.</u>

Passover/Easter 2018 March  $30^{th}$  – April  $7^{th}$  Memorial weekend 2018 May  $24^{th}$  –  $28^{th}$  May  $24^{th}$  – July  $4^{th}$  – July  $4^{th}$  – July  $4^{th}$  – July  $4^{th}$  – Oct  $4^{th}$  –  $8^{th}$ 

Thanksgiving 2018 Nov  $20^{rd}$  – Nov  $25^{th}$  Art Basel 2018 Dec  $6^{th}$  – Dec  $10^{rd}$  Boat Show 2019 Feb  $13^{th}$  – Feb  $17^{th}$  Winter Music 2019 Mar  $21^{st}$  – Mar 25

December 27, 2018 – January 1, 2019 black out rate apply for these dates only

\$259.00 one bedroom city view \$279.00 one bedroom partial ocean view \$309 one bedroom ocean front

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SiteMinder is our channel manager; please indicate above if you would like to establish a dynamic agreement as well.

### **FAMILY PLAN**

Children 17 years and under stay free as long as they occupy the same room as their parents/guardians and use existing bedding.

### **INVENTORY**

Free Sell for <u>ALL</u> room types. **Newport Beachside Hotel & Resort** reserves the option to modify room block and automatic release dates and/or impose stop sells. Upon notice to XXX you have 48 hours (2 business days) to report all bookings affected by a stop sell notification.

### **CUT OFF**

Inventory cut off is 7 days, year-round

Newport Beachside Hotel & Resort reserves the option to modify the cut off

### **BOOKING PROCEDURES**

Reservation request will be responded to Ocean Holidays within 48 hours from the time it is received by the Hotel during normal business day and hours, which are from 8:00 AM to 6:00 PM EST, Monday through Friday. Ocean Holidays must keep confirmation number and include it in the voucher given to the passenger.

Reservations should be made via facsimile (fax) or e-mail to our Reservations Department.

Fax: 305-947-5873

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

The following format is required when reporting reservations:

- Full name of all clients (reservation names & booking numbers are NOT transferable)
- Category of room you wish to book; indicate number of adults and children
- · Arrival and departure dates

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- Special requests
- Wholesale partner reference number

### **CANCELLATIONS / NO SHOWS / EARLY CHECK OUT**

Cancellations must be received by reservations office <u>in writing</u> via email or fax for proper initiation. All cancellations will receive a cancellation number from reservations for accounting purposes. This number must be referred to in all calls/correspondence concerning the cancellation.

Cancellations outside of 72 hours (3 days) prior to arrival will not be assessed a cancellation fee. Cancellations within 72 hours (3 days) prior to arrival will be assessed a one (1) night cancellation fee.

All no-shows, early check-outs and late departures will be assessed a fee of one (1) night, room and tax.

### **PAYMENT:**

### □ Pre-Payment

Full pre-payment is required fifteen (15) days prior to guest's arrival. Payments are acceptable via credit card or certified check (personal checks are not accepted). Checks should be made payable to **Newport Beachside Hotel & Resort,** and mailed to 16701 Collins Avenue, Sunny Isles Beach, Florida 33160, attention: Accounting Department.

ALL credit card authorizations are to be e-mailed to the following address: <a href="mailto:val@newportbeachside.com">val@newportbeachside.com</a>. This is a limited-access e-mail account that has been set up in order to receive and maintain credit card information provided to us in a secure place.

Newport Beachside Hotel & Resort will NOT accept ANY card authorizations provided over the telephone or by fax under ANY circumstances.

### ☐ Direct Bill

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  $1\frac{1}{2}$ % per month late payment charge may be assessed. In the event of billing discrepancies, it is agreed that **Newport Beachside Hotel & Resort's** billing is correct as billed unless the discrepancies are mutually agreed upon and settled in writing within 30 days from date of invoice.

Vouchers will be accepted for all bookings. If your vouchers have been revised in any way, please forward a copy to the Sales Department in order to familiarize our Reservation, Front Office and Accounting Departments with its new look. Voucher must clearly state all inclusions.

The Hotel 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.

### □ Vcard

A virtual credit card will be provided at the time of the reservation to be charged in full for room & tax and all specified inclusions upon guest departure.

#### CHECK-IN/CHECK-OUT

Check-in time is 4:00 PM and check-out time is 11:00 AM Mon – Fri and 10:00 AM on Sat and Sun. All guests arriving before 3:00 PM will be accommodated as rooms become available.

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### **PARKING**

The Resort offers valet parking at the rate of \$25.00 per day and self parking \$20.00 per day. Parking fee is subject to change without notice.

### **AGREEMENT**

This Agreement is in effect until March 31, 2018. In case of either party not respecting the conditions of this contract, the other party has the right to cancel the Agreement giving a minimum of 30 days notice in writing. Both parties agree that even if the contract is terminated between the two parties, the Hotel will honor any booking already confirmed to the Tour Operator and the Tour Operator agrees to pay for the same.

Default in any performance, including non-payment of monies due to Newport Beachside Hotel & Resort by Ocean Holidays shall be cause for termination of this Agreement.

### **PERFORMANCE**

The hotel will review productivity on a yearly basis. Should production not meet reasonable requirement of 450 room nights minimum, the hotel reserves the right not to renew the agreement.

### **RELOCATION POLICY**

Should unforeseen circumstance arise, the hotel reserves the right to relocate a confirmed reservation to another property of equal or greater category, at the hotel expense.

### **ACKNOWLEDGEMENT**

We are looking forward to your acceptance of our 2018/2019 Wholesale Net Rate Agreement and working with you to the mutual benefit of our companies. If all terms meet with your approval, please sign and return two (2) original agreements.

### **AGREED AND ACCEPTED BY:**

(COMPANY)	
Signature:	
Print Name:	
Head of Product Title:	
Date: 25th April 2017	
AGREED AND ACCEPTED BY:	
NEWPORTBEACHSIDE HOTEL & RESORT	
Signature:	Signature:
Print Name: <u>Giovanna Bello</u>	Print Name: <u>Alex Molgora</u>
Title: Director of Travel Industry Sale	Title: <u>Director of Revenue</u>
Date:	Date: