



2018 FIT NET RATE AGREEMENT –Allotment

Date: 15 May 2017
Prepared Especially for: OCEAN BEDS
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 Rosen Centre Hotel
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Contact: Simon Hilton
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 Ocean Beds
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Email: simon.hilton@ocean-holidays.co.uk
Effective Dates: 01 January 2018 – 31 Dec 2018

Rates:

Seasonal Date Breaks	Rate Type	Room Only (Single – Quad) Excluding tax	Allotment	Final Release
01 Jan 2018 – 03 Jan 2018	Compression	\$179.00	5	14
04 Jan 2018 – 11 Feb 2018	Standard	\$97.00	10	7
12 Feb 2018 – 15 Feb 2018	Compression	\$259.00	5	14
16 Feb 2018 – 21 Feb 2018	Standard	\$97.00	10	7
22 Feb 2018 – 24 Feb 2018	Compression	\$259.00	5	14
25 Feb 2018 – 28 Feb 2018	Standard	\$97.00	10	7
01 Mar 2018 – 03 Mar 2018	Compression	\$259.00	5	14
04 Mar 2018 – 20 Mar 2018	Standard	\$97.00	10	7
21 Mar 2018 – 22 Mar 2018	Compression	\$259.00	5	14
23 Mar 2018 – 14 Apr 2018	Standard	\$97.00	10	7
15 Apr 2018 – 18 Apr 2018	Compression	\$259.00	5	14
19 Apr 2018 – 30 Apr 2018	Standard	\$97.00	10	7
01 May 2018 – 02 Jun 2018	Standard	\$92.00	10	7
03 Jun 2018 – 06 Jun 2018	Compression	\$259.00	5	14
07 Jun 2018 – 09 Jun 2018	Standard	\$92.00	10	7
10 Jun 2018 – 13 Jun 2018	Compression	\$259.00	5	14
14 Jun 2018 – 20 Jun 2018	Standard	\$92.00	10	7
21 Jun 2018 – 22 Jun 2018	Compression	\$279.00	5	14
23 Jun 2018 – 25 Jun 2018	Standard	\$92.00	10	7
26 Jun 2018 – 28 Jun 2018	Compression	\$269.00	5	14



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29 Jun 2018 – 30 Jun 2018	Standard	\$92.00	10	7
01 Jul 2018 – 02 Jul 2018	Standard	\$87.00	10	7
03 Jul 2018 – 07 Jul 2018	Compression	\$189.00	5	14
08 Jul 2018 – 09 Jul 2018	Standard	\$87.00	10	7
10 Jul 2018 – 11 Jul 2018	Compression	\$189.00	5	14
12 Jul 2018 – 17 Jul 2018	Standard	\$87.00	10	7
18 Jul 2018 – 21 Jul 2018	Compression	\$189.00	5	14
22 Jul 2018 – 24 Jul 2018	Standard	\$87.00	10	7
25 Jul 2018 – 28 Jul 2018	Compression	\$189.00	5	14
29 Jul 2018 – 05 Sept 2018	Standard	\$87.00	10	7
06 Sept 2018 – 07 Sept 2018	Compression	\$189.00	5	14
08 Sept 2018 – 22 Sept 2018	Standard	\$87.00	10	7
23 Sept 2018 – 27 Sept 2018	Compression	\$279.00	5	14
28 Sept 2018 – 30 Sept 2018	Standard	\$87.00	10	7
01 Oct 2018 – 05 Oct 2018	Standard	\$97.00	10	7
06 Oct 2018 – 08 Oct 2018	Compression	\$279.00	5	14
09 Oct 2018 – 14 Oct 2018	Standard	\$97.00	10	7
15 Oct 2018 – 21 Oct 2018	Compression	\$279.00	5	14
22 Oct 2018 – 23 Oct 2018	Standard	\$97.00	10	7
24 Oct 2018 – 26 Oct 2018	Compression	\$259.00	5	14
27 Oct 2018 – 02 Nov 2018	Standard	\$97.00	10	7
03 Nov 2018 – 09 Nov 2018	Compression	\$269.00	5	14
10 Nov 2018 – 13 Nov 2018	Compression	\$259.00	5	14
14 Nov 2018 – 25 Nov 2018	Standard	\$97.00	10	7
26 Nov 2018 – 28 Nov 2018	Compression	\$259.00	5	14
29 Nov 2018 – 02 Dec 2018	Standard	\$97.00	10	7
03 Dec 2018 – 05 Dec 2018	Compression	\$259.00	5	14
06 Dec 2018 – 11 Dec 2018	Standard	\$97.00	10	7
12 Dec 2018 – 15 Dec 2018	Compression	\$189.00	5	14
16 Dec 2018 – 31 Dec 2018	Standard	\$97.00	10	7
Value Added Offers: Complimentary Self-Parking & Wi-Fi in Guestroom				

- All rates above are quoted as net rates, Deluxe Guestrooms - Run of the House. Maximum occupancy is five (5) persons in existing bedding; one king bed or two queen beds. Deluxe guestroom can accommodate either one (1) rollaway bed or one (1) crib.
- Reservation type must be clearly indicated on the reservation request; Either Room Only or Room with Breakfast.
- FIT Rates do not apply for Groups. A group is considered as ten (10) rooms or more.
- Spill rates are applicable.

Tax:

All room rates noted above are net, non-commissionable and are quoted exclusive of appropriate state and local taxes, currently 12.5% and an Orange County Convention Center District (OCCCD) fund, currently 1%.

ROSEN CENTRE HOTEL has an agreement with the Orange County Convention Center and other properties in the OCCCD to pay one percent of the guestrooms rate to a fund (not subject to tax exemption). The OCCCD 1% fund shall be used to promote the Orange County Convention Center and tourist services in the vicinity of the Orange County Convention Center District.

Should a tax increase occur during the term of this contract, **OCEAN BEDS** will be responsible to pay the additional tax amounts.

Rack Rate:

\$450.00 per Deluxe Accommodation, exclusive of tax.



Net Static Wholesale Rates:

ROSEN CENTRE HOTEL rates as provided within this agreement are static net rates and are provided to **OCEAN BEDS** with the mutual agreement that these static net rates will be included as part of a bundled package which includes multiple travel components such as air, car or attraction tickets. **ROSEN CENTRE HOTEL** static net rates shall never be exposed as a "hotel only" rate direct to the consumer through any distribution channel including but not limited to any third party in which **OCEAN BEDS** distributes or provides access to **ROSEN CENTRE HOTEL'S** net static rates. **ROSEN CENTRE HOTEL** strictly prohibits the publication of any static net room only rate information on the internet, World Wide Web, or other online system, other than our published, most available rate for **ROSEN CENTRE HOTEL** \$450.00 per night, plus tax. Unauthorized publication of the agreed net rates will result in an immediate termination of contract and release of any allotments including booked reservations.

Dynamic Gross Rates:

If **OCEAN BEDS** or any affiliate/third party of the **OCEAN BEDS** that provides **ROSEN CENTRE HOTEL** static net rates via **OCEAN BEDS** systems i.e. software, database, extranet that enables one to shop for, reserve and/or pay for travel services through a computer, tablet or mobile device, intends or opts to sell non-packaged, "hotel only" rates, **OCEAN BEDS** must contact to advise as such a **ROSEN CENTRE HOTEL** sales manager or director. **ROSEN CENTRE HOTEL** will provide **OCEAN BEDS** with an addendum to this agreement to be accompanied by access to **ROSEN CENTRE HOTEL'S** best available rate (BAR) dynamic flexible gross rates and margin. **OCEAN BEDS** is not permitted to sell, market or advertise **ROSEN CENTRE HOTEL** dynamic flexible gross rates less than **ROSEN CENTRE HOTEL'S** best available rate (BAR)/dynamic flexible gross rate direct to the consumer through any distribution channel.

Convention/Leisure Conflicts:

Rates as quoted within this contract agreement are designed for individual vacation packaged consumers only. The rates negotiated in this agreement do not apply to individuals or groups attending any "in house convention", related meetings or meetings being held at the Orange County Convention Center. In the event that an individual or group attending a convention is booked at our negotiated FIT net rate, the guests' individual reservation shall be subject to a rate adjustment or cancellation. **ROSEN CENTRE HOTEL** cannot be held responsible for providing alternative accommodations. If **OCEAN BEDS** is found to have multiple violations to this condition, **ROSEN CENTRE HOTEL** has the right to cancel agreement and all future reservations may also be subject to cancellation.

Black-Out Dates:

Due to current hotel occupancy and commitments, the hotel is unable to accommodate future reservations for the following dates:

- January 8, 9, 10, 24, 25, 2018
- February 5, 2018
- March 10, 11, 2018
- April 10, 11, 2018
- May 7, 8, 2018
- June 23, 24, 2018

Should the hotel deem it necessary to issue further close out dates, **ROSEN CENTRE HOTEL** reserves the right to do so. Advice will be sent via email. **OCEAN BEDS** will have a maximum of 48 hours to report and confirm all bookings. On or during a close out period, modifications to reservations will not be accepted. Please clearly provide the email address that close out notifications are to be sent to:

Email for Stop Sale Notifications: stopsales@ocean-holidays.co.uk

Children Stay Free:

Children 17 years old and under, when accompanied by a parent or legal guardian and fall within the maximum room occupancy, on bedding as advertised.

Children Eat Free:

Children 6 years and under. One child is eligible per each paying adult meal purchase. Special menu may be applicable.



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Pre-Paid Breakfast Buffet Price:

ROSEN CENTRE HOTEL offers a full buffet breakfast served daily at our Café Gauguin Restaurant. Guests can pre-book prepaid, non-refundable voucher(s) prior to arrival to the hotel as part of their reservation. Reservation must be reported as room with breakfast. Once issued, vouchers are non-refundable and have no cash value. Vouchers cannot be requested or arranged once guest arrives to hotel. Standard restaurant meal pricing would then apply. The following breakfast price is applicable:

\$13.00 per person, inclusive of tax.

Check in & Out Times:

Check In Time: 3:00PM

Check Out Time: 11:00AM

Occupancy Age:

The lead name on each reservation must be of age 18 or older. Valid, government issued, photo identification is required at check-in.

Rollaway Bed & Crib:

Rollaway beds are available for an additional fee of \$15.00 per night, plus tax and a crib for an infant is available on a complimentary basis, subject to availability.

Incidental Charges:

A deposit payable at time of check-in is required for each room reservation. Deposit is payable by credit card, travelers cheque or cash. Deposit is refundable, subject to any charges to guestroom folio or damages incurred by guest(s).

Allotment Utilization:

If an allotment of guestrooms is agreed upon, should pick up of this aforementioned allotment of rooms significantly decrease, we may, at our option, reduce the room allotment for the remainder of the contract.

Shingle Creek Golf Rates:

Dates		Rack Rate	Wholesale Net Rate
12 Jan 18	12 Apr 18	\$175	\$129
13 Apr 18	20 May 18	\$125	\$89
21 May 18	30 Sep 18	\$89	\$49
01 Oct 18	10 Jan 19	\$125	\$89

- All golf rates are plus 6.5% sales tax (not included in rates above).
- Rates include cart and range balls prior to round.

Reservations/Final Release:

All reservations shall be reported on a Sell & Report basis. Reservations shall be sent via email or via fax to the numbers below. All reservations must be reported to hotel prior to final release period as stated in hotels rate grid, 3pm, EST. All guestrooms that are not utilized prior to final release will be released back to the hotels inventory. Any reservation reported after final release is subject to guestroom availability and the rate may vary from contracted rate. Hotel is not responsible for guest's correspondence, assistance and/or compensation for reservations reported to hotel past final release date and time. Please allow a minimum of 24 hours for confirmation for each booking. The reservations department is available between 8am – 8pm EST Monday – Friday and 8am – 6pm EST Saturday and Sunday. For same day requests or after hours, please contact the Front Desk of the hotel.

Report Reservations to:

Email: wholesale@rosencentre.com Fax: **407 996 3169**

Above Allotment Requests:

Should be requested either by email or via fax to Reservations (refer to email & fax numbers above). Requests will be subject to hotel availability.

Cancellation Policy:

OCEAN BEDS is liable for all confirmed reservations. Standard Rates: Individual cancellations must be received on or prior to five (5) days prior, 5pm EST to the date of arrival or the amount of one (1) night's room & tax will be retained or billed for that individual's cancellation. A cancellation number must be obtained for all cancellations.

No Show Policy:

Confirmed reservations that do not arrive as booked, a penalty fee in the amount of one (1) nights room and tax will be applicable.

Smoking Policy:

In order to fully comply with the Florida Indoor Clean Air Act, as well as to provide a refreshing, smoke free environment for our guests, **ROSEN CENTRE HOTEL** is a non-smoking hotel. Smoking areas are available in designated, outside areas of the hotels. A \$350 cleaning fee will be applied to guest folio if the policy is not followed in the guestrooms.



Payment Policy:

Rosen Hotels & Resorts are pre-pay hotels. Individual reservations must be prepaid fourteen (14) days prior to arrival. Reservations will be automatically cancelled if prepayment is not received fourteen (14) days prior to arrival. We will not be responsible for relocating reservations that have been cancelled due to non-guarantee.

Bank Wire Transfers:

Should **OCEAN BEDS** decide to pay for reservations by means of a wire transfer, **ROSEN CENTRE HOTEL** will provide our banking details as needed. At time of wire transfer, **OCEAN BEDS** should send the hotel a detailed record of which reservations will be covered by an anticipated wire transfer so that funds can be correctly distributed. All Bank Fees associated with the wire transfer are the responsibility of **OCEAN BEDS** and should be pre-paid at the time the wire transfer is arranged. Under no circumstances will **ROSEN CENTRE HOTEL** pay for wire transfer fees

Mutual Hold Harmless:

ROSEN CENTRE HOTEL shall indemnify, defend and hold harmless **OCEAN BEDS** and its affiliates and subsidiaries and their respective directors, officers, employees, shareholders, agents and representatives (collectively, the "INDEMNIFIED PARTIES" and individually an "INDEMNIFIED PARTY"), subject to the limitation of liability set forth in Chapter 509, Fla. Stats, or other applicable statutes, from and against any and all claims, damages, losses, costs and expense of any kind, (including reasonable attorney fees and costs incurred by an (INDEMNIFIED PARTY) caused by **ROSEN CENTRE HOTEL**, resulting from the use or occupancy of the Hotel premises by **OCEAN BEDS**, its officers, employees, members, guests, customers, and invitees, including without limitation, injury to or death of any person and damage to or destruction of any property, real or personal (including but not limited to property owned, leased or under the control of **OCEAN BEDS ROSEN CENTRE HOTEL** shall not be obligated to indemnify INDEMNIFIED PARTIES for matters arising from the gross negligence or willful conduct of an INDEMNIFIED PARTY. INDEMNIFIED PARTIES will promptly notify **ROSEN CENTRE HOTEL** of any claim made or suit brought within the scope of this Section.

OCEAN BEDS shall indemnify, defend and hold harmless **ROSEN CENTRE HOTEL** and its affiliates and subsidiaries, and their respective directors, officers, employees, shareholders, agents and representatives (collectively, the "INDEMNIFIED PARTIES" and individually an "INDEMNIFIED PARTY") from and against any and all claims, damages, losses, costs and expenses of any kind, (including reasonable attorney fees and costs incurred by INDEMNIFIED PARTY) arising out of or resulting from the use or occupancy of the Hotel premises by **OCEAN BEDS** and its officers, employees, members, guests, customers, and invites, including without limitation, injury to or death of any person, damage to or destruction of any property, real or personal (including but not limited to property owned, leased or under the control of the Hotel). **OCEAN BEDS** shall not be obligated to indemnify INDEMNIFIED PARTIES for the matters arising from the gross negligence or willful misconduct of the INDEMNIFIED PARTY. INDEMNIFIED PARTIES will promptly notify **OCEAN BEDS** of any claim made or suit brought within the scope of this Section.

The party indemnifying the Indemnified Party is referred to as the "Indemnifying Party". The Indemnifying Party shall have the right to defend, compromise and settle any lawsuits, demands or claims (at the expense of the Indemnifying Party with counsel reasonably acceptable to the Indemnified Party), provided the Indemnified Party is released from all liability with respect to any compromise or settlement for such matters indemnified by the Indemnifying Party. The Indemnified Party shall not, without the written consent of the Indemnifying Party, settle or compromise any claim or consent to the entry of any judgment provided the Indemnifying Party (at the expense of the Indemnifying Party with counsel reasonably acceptable to the Indemnified Party) agrees to assume the defense of any claim or litigation resulting therefrom.

Force Majeure:

The party's performance under this Agreement is subject to acts of God, acts of terrorism, war, strikes, civil disorder, curtailment of transportation facilities, or any other civil emergency, beyond the parties control making it impossible to perform their obligations under this Agreement. For purposes hereof, a force majeure event shall be deemed to exist if 25% of the flights arriving and departing from the Greater Orlando International Airports have been cancelled for any one or more of the foregoing reasons. Either party may terminate this Agreement without liability for any one or more such reasons upon prompt written notice to the other. Financial difficulties of either party or other performance problems pursuant to the terms and condition of this Agreement shall not be deemed a force majeure event.



Duty of Care:

ROSEN CENTRE HOTEL is committed to providing a good standard and service at all times. If a situation shall arise whereas a guests' direct actions cause or create a disturbance, disruption or damage to other hotel guests, accommodation or facility whereas local authorities are involved and result in guest(s) being trespassed from the hotel property, a penalty in the amount of the full reservation room and tax will be applicable. Unused accommodation funds will be applied to assist with the offset of costs required as a direct result from the guests actions for repairs and/or compensation paid to any involved parties

Customer Satisfaction Conflict:

While **ROSEN CENTRE HOTEL** is sensitive to the laws governing client satisfaction both domestically and abroad, we do not accept arbitrary compensations being recovered from our properties payment. Any justifiable compensation claims should be examined and investigated by the Hotel prior to a settlement being paid by the tour operator, if the operator expects reimbursement for the settlement. All compensation to a guest will be negotiated.

American With Disabilities Act:

ROSEN HOTELS & RESORTS warrants that, as place of "public accommodations", it is in compliance with the Americans with Disabilities Act (Public Law 101-336) and that it will, in implementing instructions from the **OCEAN BEDS** for their guests covered by the contract, comply in all respects with the provisions of the act and regulations issued there under. **ROSEN HOTELS & RESORTS** will hold the **OCEAN BEDS** harmless from any Americans with Disabilities Act violation within the scope of the facility's activities.

Modifications:

Any changes, additions, stipulations or deletions, including lining out by either party will not be considered agreed to or binding to the other unless such modifications have been initialed or otherwise approved in writing by the other.

Special Note:

When publishing your brochure displaying our hotel logo, photo or name, we will need to receive confirmation of placement and copy prior to printing for approval, and require a copy of the finished product after printing.

Images for Resorts:

Images are available on each hotels website low or high resolution; media tab, images.

Hotel Description:

The award-winning Rosen Centre Hotel sets a spectacular standard of hospitality, service and value. Rising 24 stories, this premier hotel offers a highly-respected professional staff and outstanding accommodations. Located on famous International Drive the hotel is at the center of Orlando's famous theme parks; only 15 minutes from Disney World, 10 minutes from Universal Orlando, 5 minutes from Sea World, just a short stroll from the Pointe Orlando shopping, dining and entertainment complex, and only 12 minutes from Orlando International Airport.

Rosen Centre Hotel's guests also enjoy a wealth of relaxing amenities. Our hotel features nine restaurants and lounges including Everglades Restaurant and Bar, a Florida-themed steak and seafood restaurant, Café Gauguin, featuring three daily extensive buffets and a la carte menu items; Banshoo Sushi; 98Forty Tapas & Tequila; Sam & Bubbes Lobby Bar; Harry's Poolside Bar & Grill; Smoooth Java, proudly serving Starbucks drinks, smoothies and pastries; and the 24-hour Red's Deli. For recreation, the hotel features an Olympic-size tropical outdoor swimming pool and The Spa at Rosen Centre, featuring seven treatment suites, a full-service hair salon, and state-of-the-art 24-hour fitness center.

Concessions:

ROSEN CENTRE HOTEL agrees to extend the following special offers to guests booked to reside at **ROSEN CENTRE HOTEL** and for **OCEAN BEDS**.

- Complimentary Self-Parking,
- Wi-Fi in Guestroom and Hotel's Public Areas (excludes convention areas)
- No resort fee. All services are charged individually.
- Kids Eat Free – Select full-service restaurants. Children 6 years and under. One child is eligible per each paying adult meal purchase. Special menu may be applicable
- Complimentary scheduled transportation to Universal Studios Orlando Theme Parks and Sea World Orlando. Transportation must be reserved a minimum of 24 hours in advance of the required service – subject to limited seat availability. Seat availability is not guaranteed.



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Approval:

In order to run a smooth and efficient operation, these policies will be strictly monitored and enforced. Please make your staff aware of these policies, in order to avoid any unwarranted charges to your **OCEAN BEDS**, if all of the aforementioned meets with your approval, please sign and return a copy of this AGREEMENT to my attention.

Rosen Centre Hotel
9840 International Drive
Orlando, FL 32819
Tel: (407) 996 8559
Fax: (407) 996 2659

Ocean Beds
3204 Rolling Oaks Blvd
Kissimmee, FL 34747
Tel: 407-390-6422

Acceptance Signatures:

Vanelly Rodriguez

Ocean Beds

Date

Date 31st May 2017