



*Pointe Estero*

*A luxury condo resort with a Gulf view from every room.*

**6640 Estero Boulevard, Fort Myers Beach, FL 33931**

**Phone: (239) 765-1155 Fax: (239) 765-0657**

## **2018 NET RECEPTIVE TOUR OPERATOR AGREEMENT**

<b>COMPANY:</b> OCEAN BEDS		<b>CONTACT:</b> SIMON HILTON		<b>TITLE:</b> DIRECTOR OF PRODUCT USA			
<b>Address:</b> 3204 ROLLING OAK BLVD		<b>City/State/Zip</b> KISSIMMEE, FL 34747					
<b>Country:</b> USA		<b>Phone:</b> 407-390-6422			<b>Fax:</b> 260-454-3058		
<b>E-Mail:</b> SIMON.HILTON@OCEAN-HOLIDAYS.CO.UK							
<b>Type of Business:</b>		Wholesale			Receptive Operator X		
<b>Pointe Estero Resort</b>	<b>1 Bedroom Gulfview Suite</b>	<b>1 Bedroom Beachfront Suite</b>	<b>2 Bedroom Gulfview Suite</b>	<b>2 Bedroom Beachfront Suite</b>	<b>Cutoff Dates</b>	<b>Stay Restriction</b>	<b>Allotment</b>
01/01/18 – 02/02/18	-	-	259	299	21 days	-	1 of each unit type
02/03/18 – 04/14/18	-	-	415	455	30 days	7 days	1 of each unit type
04/15/18 – 07/14/18	159	179	189	209	7 days	-	1 of each unit type
07/15/18 – 08/12/18	159	179	189	209	7 days	-	Free Sell
08/13/18 – 12/21/18	149	169	179	199	7 days	-	Free Sell
12/22/18 – 12/31/18	-	-	415	455	21 days	5 days	1 of each unit type

See holiday dates below. Add \$35.00 to the net rate and apply the following cutoff and restrictions.

Holiday	Dates	Cutoff	Stay Restriction	Allotment
Easter	03/27/18 – 04/02/18	30 days	7 days	BLACK OUT
Memorial Day	05/24/18 – 05/29/18	21 days	3 days	BLACK OUT
4 <sup>th</sup> of July	06/30/18 – 07/06/18	14 days	3 days	1 of each unit type
Labor Day	08/30/18 – 09/02/18	14 days	3 days	1 of each unit type
Thanksgiving	11/21/18 – 11/25/18	14 days	3 days	1 of each unit type

### **Special Offer:**

Early Booking Bonus – 10% off contracted rate.

Booking Window: 10/01/17 – 03/15/18.

Travel Window: 04/15/18 – 12/21/18.

Black Out Dates: 03/27/18 – 04/02/18, 05/24/18 – 05/29/18, 06/30/18 – 07/06/18, 08/30/18 – 09/02/18, 11/21/18 – 11/25/18.

\*Offer cannot be combined with other special offers. Special offers are subject to change with written notice.

### **GENERAL TERMS AND CONDITIONS**

#### **STATE AND LOCAL TAXES:**

All Rates are subject to applicable state & local taxes in effect at time of check-in, currently at 11% in Lee County, FL.

#### **BLACKOUT DATES:**

Pointe Estero Resort reserves the right to add additional blackout dates as necessary with written notice. The Operator has 72 business hours to report bookings upon receipt of a blackout date.

**PLEASE SEND INVENTORY CHANGES TO:** stopsales@ocean-holidays.co.uk (to be filled out by The Operator)

#### **RESERVATION METHOD:**

Individual reservations are to be made in writing with SunStream Reservations Center (SRC) and should be reported at immediately at time of sale or at a minimum of once per 24 hour time period.

**FAX: (239) 463-3060**

**EMAIL: [PERWHLRES@SUNSTREAM.COM](mailto:PERWHLRES@SUNSTREAM.COM)**

**OCCUPANCY/RATE:**

Contracted room rates are per room and not based on occupancy. All rates are in US Dollars. Guest must be 25 years of age to check in. Occupancy for room types as follows:

One bedroom suite:	maximum 4 persons
Two bedroom suite:	maximum 6 persons

**CANCELLATION POLICY:**

All cancellations are to be made seven days prior to arrival to avoid a penalty equal to two night's room and tax.

**NO SHOW POLICY:**

All no shows will be charged a penalty equal to two night's room and tax.

**PARKING:**

Free Self Parking is available throughout the Resort. One parking space limit per occupied room.

**HOUSEKEEPING:**

Please note services are available for an extra cost and on a request basis. Requests must be made 24 hours prior to when service is desired, and services are available Monday – Friday. Prices as follows:

Trash and towel service: \$15.00 per day Full Service: \$35.00 per day

If guest is in house 10 days or more, complimentary full service is included.

**BILLING PROCEDURES:**

**14 DAY PREPAY** \_\_\_\_\_ **DIRECT BILL APPROVED** \_\_\_\_\_

Receipt and or payment for your company is the responsibility of:

Account Contact: Scott Grafton

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: payables@oceanbeds.com

Individuals will be responsible for all incidental charges, extensions of their stays, or any paid upgrades unless otherwise stated. All guests will be required to establish credit with our Front Office upon check in.

The method of payment of individual reservations will be established upon approval of your credit to acquire a Direct Bill status. If credit has not been processed and/or approved 30 days prior to guest arrival, full payment of room and tax must be received no later than 14 days before guest arrival. If said payment is not received and/or alternate means have not been acquired by the Operator, arriving guests will be required to pay the Hotel at time of check-in and request a refund from the Operator. In the event payment is not received for approved direct bill reservations, the hotel reserves the right to charge the credit card on file for the guest after 45 days of not receiving payment.

Acceptable forms of payment include, but are not limited to check, credit card, or wire transfer. Should any fees occur with wire transfer payment, these are the responsibility of the Operator, and should not be deducted from Hotel payment.

Any outstanding balance of the account will be due and payable upon receipt of our invoice. If payment is not received within thirty (30) days, a finance charge of 1.5% per month (18% Annual Rate, or the maximum allowed by law, which ever is greater) will be added to the unpaid balance commencing on the invoice date. In the event that the Hotel institutes collection procedures and/or litigation, the account will be responsible for all of the hotel's cost of collection and litigation including reasonable attorney's fees and, should it be necessary for the Hotel to institute litigation for any reason, the venue for any proceeding shall be in Lee County, Florida.

**OPERATOR PRODUCTION:**

If the Operator does not produce at least 50% of the total allotment of rooms within the dates of this agreement, The Hotel may, at its discretion reduce the number of allotted rooms, with prior notice. Future allotment to those actually produced by the Operator will be reviewed upon annual agreement.

**ALLOTMENT:**

When the allocated rooms have been used, the Operator may request additional inventory to sell. These will be sold on an availability basis at the specified rate. Please confirm all reservations in writing to include guest names prior to requests for additional rooms to be accepted.

**ROOM CATEGORY:**

The Operator's reservation request and voucher must indicate the room category reserved as per contract. If this information is not indicated, The Hotel will assign the best available room and invoice accordingly. Special requests, to include specific bedding, are given priority, but cannot be guaranteed.

**CONDITIONAL USE OF FIT RATES:**

The above contracted FIT rates are valid only when used with a wholesale or tour program for which a brochure (print or online) is produced. Use of these rates will be restricted to passengers on a bonafide package, and in the event that a brochure or tariff is not produced, the prevailing BAR rate will apply. These contracted rates are not to be sold to the consumer directly without the appropriate markup.

1. The Operator will make best efforts to ensure that all guest reservations with respect to unpackaged rooms (whether made by you or your Agents) are made at rates that are at least equal to the Best Available Rate for such hotel rooms at the time of sales to such hotel guest, and the operator will not knowingly permit reservations to be made that do not comply with this standard.
2. Within 24 hours of receiving notice from Pointe Estero Resort that you are responsible for guest reservations that do not comply with these terms and conditions, you will take corrective action to ensure that no further non-compliant reservations are made.
3. The Operator will not offer, nor permit affiliates to offer, rates for consumer reservations for unpackaged rooms through the internet, nor will you permit rates associated with unpackaged rooms to be disclosed on any internet site.
4. The Operator will ensure that program rates are not disclosed to the hotel guest or anyone else.
5. If the Operator makes program rates available to their Agents, the Operator will ensure compliance by both the Operator and such Agents with (a) all applicable laws; and (b) the terms and conditions of this contract.
6. The Operator will not advertise "lowest prices available" or make a similar claim with respect to Hotel's inventory.
7. The Operator agrees that the retention of program fees resulting from each paid guest stay will be the sole compensation to which the Operator is entitled on behalf of guest rooms sold.
8. The Operator agrees that Pointe Estero Resort may change contracted terms and conditions at any time with written notice, and may with or without cause, terminate the Operator's participation in the NET rate program along with the ability to make guest reservations using the contracted NET rates; provide however, that if termination is without cause Pointe Estero Resort will honor reservations made prior to termination date.
9. Pointe Estero Resort will bear the full risk of loss with respect to guest rooms. Consistent with the foregoing, the Operator will ensure that the refund policy is no more lenient than the refund policy of the Hotel on whose behalf you are making guest reservations. This will ensure that a situation will not occur in which a guest would qualify for a refund under Operator's policy but would not qualify for a refund under the Hotel's policy.
10. The Operator agrees that in making guest reservations for Pointe Estero Resort, and/or in making program rates available to Agents for making reservations on the Operator's behalf, the Operator will at all times act as an agent of the owner of Pointe Estero Resort.
11. Pointe Estero Resort reserves the right to terminate this contract with immediate effect if any of the above terms and conditions are not adhered to.

**CONTRACT RENEWAL:**

A minimum of 100 room nights will be required within the given calendar year in order to be considered for renewal. Pointe Estero Resort reserves the right to cancel this agreement at anytime with 30 days written notification.

**TO BE RETURNED WITH SIGNED AGREEMENT:**

1. Sample voucher with complete information noted
2. Completed and signed credit application (if applicable)
3. Signed FIT NET Rate Agreement
4. Sample brochure or tariff

**ACCEPTANCE:**

If you are in agreement with the aforementioned terms and conditions, please sign and return this agreement as soon as possible.

**COMPANY:** Ocean Beds

**NAME:** Simon Hilton

**TITLE:** Director of Product USA

Pointe Estero Resort

Jen Friede

Tour & Travel Manager

SIGNATURE: \_\_\_\_\_

DATE: 15th June 2017 \_\_\_\_\_

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