



2018.2019 - Wholesale Rate Agreement

Date: May 23, 2017

THIS AGREEMENT entered on May 23, 2017, between FLORIDAYS RESORT ("Hotel"), whose address is 12562 International Drive, Orlando, Florida 32837 and Ocean Holidays ("Operator").

Operator: Ocean Holidays

Address: 3204 Rolling Oaks Blvd.

Phone: 407-390-6424

Email: simon.hilton@ocean-holidays.co.uk

Contact: Simon Hilton

City/State/Zip: Kissimmee, FL 34747

WHEREAS, the Hotel and Operator herein desire to enter into an agreement for suite rates, subject to availability of said suites and the terms and conditions provided herein. NOW THEREFORE the parties agree as follows:

1. Rates and Effective Dates:

The Hotel shall sell suites to the Operator, subject to space, and during the effective dates designated below. The rates are net and non-commissionable. All rates are quoted in U.S.

Rate Period Inclusive Dates		Room Type	Room Description	Daily Allotment	Cut Off	1 - 4 Nights	5 - 9 Nights	10 + Nights
01-May-18	15-Jun-18	Apt /Suite	2 Bedroom	3	7 days	\$146	\$132	\$118
16-Jun-18	19-Aug-18	Apt /Suite	2 Bedroom	3	14 days	\$167	\$151	\$135
20-Aug-18	20-Dec-18	Apt /Suite	2 Bedroom	3	7 days	\$146	\$132	\$118
21-Dec-18	07-Jan-19	Apt /Suite	2 Bedroom	3	21 days	\$243	\$220	\$196
08-Jan-19	12-Apr-19	Apt /Suite	2 Bedroom	3	7 days	\$146	\$132	\$118
13-Apr-19	26-Apr-19	Apt /Suite	2 Bedroom	3	14 days	\$243	\$220	\$196
27-Apr-19	30-Apr-19	Apt /Suite	2 Bedroom	3	7 days	\$146	\$132	\$118
01-May-18	15-Jun-18	Apt /Suite	3 Bedroom	3	7 days	\$176	\$159	\$142
16-Jun-18	19-Aug-18	Apt /Suite	3 Bedroom	3	14 days	\$197	\$178	\$159
20-Aug-18	20-Dec-18	Apt /Suite	3 Bedroom	3	7 days	\$176	\$159	\$142
21-Dec-18	07-Jan-19	Apt /Suite	3 Bedroom	3	21 days	\$273	\$246	\$220
08-Jan-19	12-Apr-19	Apt /Suite	3 Bedroom	3	7 days	\$176	\$159	\$142
13-Apr-19	26-Apr-19	Apt /Suite	3 Bedroom	3	14 days	\$273	\$246	\$220
27-Apr-19	30-Apr-19	Apt /Suite	3 Bedroom	3	7 days	\$176	\$159	\$142

All rates are subject to state and local taxes, which is currently 12.5% percent. Should any government agency adjust additional taxes during the term of this agreement, the additional tax amount shall be added to the negotiated rates. Operator is responsible for collecting applicable tax from the guest based on the net rate.

Must be business to business, and cannot be business to consumer. The Resort's name is copy written and cannot be used in any PPC campaigns or on any third part sites without express written consent by Paramount Hospitality Management or its authorized agent.

2. Resort Fee

There will be a \$14.75 plus 12.5% tax per room, per night Resort Fee that the guest will be responsible for upon check-in or the Operator will be responsible for. This fee includes self-parking, daily in-room amenities, in-room starter kit of Starbucks coffee and tea, unlimited local and 800 number phone calls, Wi-Fi internet in the lobby and in-room access, limited service theme parks shuttle, and fitness center access.

Please check one:

- ☒ Guest will be responsible for upon arrival.
☐ Operator will be responsible for prior to arrival.

3. Cleaning

Daily refresh is provided at no extra charge. This includes fresh towels, trash removal and the making of the beds. Full maid service is available at cost of \$40.00 for a two-bedroom Suite and \$48.00 for a three-bedroom suite. Fee applies per requested occurrence per stay. Must be scheduled 24 hours in advance.

4. Guest Accommodations

Two Bedroom Grand Suite – 1005 sq ft (sleeps maximum of 6 ppl)

Three Bedroom Grand Suite – 1295 sq ft (sleeps maximum of 8 ppl)

All suites offer one king bed room and one double bed room (two double bed rooms in the three bedroom) and a queen sleeper sofa. Whirlpool tubs for two and walk-in showers in all master bedrooms. One 38" Plasma TV in the living room, and 27" TV in the bedrooms. Three phones and Wi-Fi internet access in all rooms and public areas. Fully equipped kitchens, furnished balconies, hairdryer, iron and ironing board and safes are standard amenities in all suites. Cribs are available free of charge on request.

5. Reservation Procedures

Reservations shall be made by the Operator directly with representatives at the Hotel. A sample of the Operator's voucher must accompany this Agreement. All reservations must be guaranteed by Operator and faxed or emailed to the following reservation numbers/email address:

Fax Requests: 321-329-4000

Email Requests: reservations@PhmEmail.com

6. Billing

Any dispute should be settled between the Hotel Accounting Department and the Operator. The undisputed portion shall be paid immediately. Operators are not allowed to delay payment of the undisputed portions. It is expressly agreed and declared that time is of the essence in relation to Operator's payment obligations and failure by Operator to meet the agreed payment schedule will entitle Hotel to immediately terminate this Agreement and without prejudice to any other legal or equitable right of action or remedy for damages or otherwise which Hotel may have against Operator.

7. Payment Procedures

Prepayment is to be received no later than 7 days prior to reservations arrival. The Hotel reserves the right to terminate this Agreement on written notice to the Operator should the Operator act in a manner that provides Hotel with reasonable basis to believe that the Operator cannot or will not perform its financial obligations in a timely manner. Prepayment applies to this agreement. **Direct Bill payment option must be submitted to our accounting department for approval.**

It is expressly agreed and declared that time is of the essence in relation to Operator's payment obligations and failure by Operator to meet the agreed payment schedule will entitle the Hotel to immediately terminate this agreement and without prejudice to any other legal or equitable right of action or remedy for damages or otherwise which the Hotel may have against the Operator.

Hotel reserves the right to terminate this agreement on written notice to the Operator should the Operator act in a manner that provide the Hotel with a reasonable basis to believe that the Operator cannot or will not perform its financial obligations.

8. Cancellations

The Hotel will accept cancellations of Guest reservations 72 hours prior to the day of arrival at no cost during low season dates and 14 days prior to the day of arrival at no cost during peak demand season dates (Christmas and Easter date breaks).

The Operator will be assessed a cancellation charge equal to 100% of one (1) night room charge for cancellations made after that date or Guest "No-Shows". This amount will be deducted from prepayment or direct billed to the Operator, which ever applies and not to exceed thirty days after arrival date of Guest.

In the event Operator has guaranteed a reservation for late arrival (check-in after 6:00 p.m.), and the Guest does not check in by 7:00 a.m. of the following day, a "No-Show" charge will be assessed to Operator equal to 100% of one (1) night room charge.

9. Guest Arrival and Departure Time

Guest check-in time is after 4:00 p.m. and check-out time is 11:00 a.m. During periods of high occupancy, suites may not be available upon arrival. Rooms will be made available for check-in as soon as possible. Luggage storage is available for early arrivals.

10. Guest Incidental Charges

All Guests will be required to establish a method of payment at check-in for incidentals not covered by the Operators voucher or payment.

11. Group Quotes

Above rates are for Wholesale bookings only. All group bookings will be quoted the best available group rate depending on the season and hotel need periods. Contact group sales at 321-329-4029 through email at floridayssales@phmemail.com.

12. Allotments

Allotments, if applicable may be adjusted as mutually agreed upon.

13. Acceptance Date

For this contract to be valid, a signed contract must be received on or before June 15, 2017.

14. Notices

Any notices required to be given hereunder shall be addressed (Certified Mail, Return Receipt Requested), as follows:

<u>Operator</u>	<u>Hotel</u>
Ocean Holidays	Floridays Resort Orlando
3204 Rolling Oaks Blvd.	12562 International Drive
Kissimmee, FL 34747	Orlando, FL 32821
Attn: Simon Hilton	Attn: Michaela Winter

15. Independent Contractor

The Operator is an independent contractor not an agent or employee of the Hotel, and nothing herein shall create any association, partnership, joint venture, agency or employment relationship between the parties hereto and neither shall have the authority to bind the other in any way.

16. Confidentiality

All parties agree that the aforementioned agreement must remain strictly confidential as it pertains to rates, availability, allotments and any special services and/ or amenities extended.

17. Applicable Law

This Agreement shall be governed by the laws of the State of Florida and the courts of that state shall have jurisdiction to settle any dispute arising under this Agreement.

18. Limitation of Liability

Hotel shall in no event be liable to the Operator for indirect, incidental, consequential, or exemplary damages nor shall hotel be liable for the Operator's anticipated profits.

19. Assignment

This Agreement may not be assigned by Operator without prior written consent of the Hotel.

20. Attorney Fees

In the event litigation is commenced by either party hereto, against the other, in connection with the enforcement of any provision of this Agreement, the prevailing party shall be paid by the losing party all court costs and other expenses of such litigation, including attorneys' fees in a reasonable amount to be determined by the court. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.

21. Internet

The above Wholesale rates are not to be placed on the internet to a direct consumer site or client unless it includes other components in addition to room nights. The property's branded name is a trademark and cannot be used in any pay-per click campaigns without the expressed written consent by a Paramount Hospitality Management Officer.

22. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes and cancels any previous oral or written agreements between the parties with respect to the subject matter hereof. This Agreement may not be modified, waived, altered or changed unless in writing signed by the parties hereto.

IN WITNESS WHEREOF, this Agreement is executed on the dates shown below, the latter of which shall be inserted at the beginning hereof.

“HOTEL”

Floridays Resort Orlando

“OPERATOR”

Ocean Holidays / Ocean Beds

Signature

Michaela Winter

Director of Sales

Paramount Hospitality Management

Print Name:

Title:

Date:

Signature

Simon Hilton

Head of Product

15th June 2017