



2018-2019: Wholesale Rate Agreement

Date: June 23, 2017

THIS AGREEMENT entered on June 23, 2017, between AVANTI RESORT ("Hotel"), whose address is 8738 International Drive, Orlando, Florida 32819 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 rates, subject to availability of said rooms and the terms and conditions provided herein. NOW THEREFORE the parties agree as follows:

1. Rates and Effective Dates:

The Hotel shall sell rooms 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	Rate Period	Room Type	Room Description	Allotment	Cut-Off	1-3 Nights	4-6 Nights	7+ Nights
1-May-18	15-June-18	ROH	Deluxe - 1 King or 2 Queens	5	7 days	\$63.00	\$58.00	\$55.00
16-June-18	19-Aug-18	ROH	Deluxe - 1 King or 2 Queens	5	7 days	\$82.00	\$78.00	\$75.00
20-Aug-18	20-Dec-18	ROH	Deluxe - 1 King or 2 Queens	5	7 days	\$63.00	\$58.00	\$55.00
21-Dec-18	06-Jan-19	ROH	Deluxe - 1 King or 2 Queens	5	14 days	\$88.00	\$84.00	\$79.00
07-Jan-19	14-Mar-19	ROH	Deluxe - 1 King or 2 Queens	5	7 days	\$65.00	\$59.00	\$56.00
15-Mar-19	20-April-19	ROH	Deluxe - 1 King or 2 Queens	5	14 days	\$86.00	\$82.00	\$77.00
21-April-19	30-April-19	ROH	Deluxe - 1 King or 2 Queens	5	7 days	\$63.00	\$58.00	\$55.00

Upgrade:

To upgrade to a Superior room category is an additional \$10 per night and to upgrade to a Premium King Suite is an additional \$20.00 per night. Based upon availability at time of booking. Must confirm with reservations@phmemail.com or 855-828-2684.

Breakfast:

- Continental Breakfast: \$7.00 inclusive for Adults and \$5.00 inclusive for children 11 and under per person per day. Includes: Bagel or breakfast pastry, yogurt and choice of small coffee, hot tea or juice.
- American Breakfast: \$13.00 inclusive for Adults and \$9.00 inclusive for children 11 and under per person per day. Includes: Two Scrambled Eggs, Choice of bacon or Sausage, Toast and Pancakes, choice of small coffee, hot tea or juice.

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 party sites without express written consent by Paramount Hospitality Management or its authorized agent.

2. Hotel Service Fee

There will be a \$12.00 plus 12.5% tax per room, per night Hotel Service Fee. This fee includes self-parking, unlimited local and 800 number phone calls, Wi-Fi internet throughout the property, scheduled theme parks shuttle, and fitness center access.

☒ Guest will be responsible for at check-in
☐ Operator will be responsible for

3. Cleaning

Daily housekeeping service provided at no additional charge.

4. Guest Accommodations

All rooms offer either one king bed or two queen beds. All rooms are newly renovated (February 2013) with brand new bedding, furniture, flooring and fixtures. Brand new coffee makers and mini fridge in every room. (September 2013)

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. The Operator will be assessed a cancellation charge equal to 100% of one (1) night room and tax 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, rooms 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 F.I.T. 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 sbonesteel@phmemail.com or mwinter@phmemail.com

12. Allotments

Allotments, if applicable may be adjusted as mutually agreed upon. Any adjustments should be in writing and executed by both parties.

13. Acceptance Date

For this contract to be valid, a signed contract must be received on or before July 7, 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	Avanti Resort Orlando
3204 Rolling Oaks Blvd.	8738 International Drive
Kissimmee, FL 34747	Orlando, FL 32819
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 FIT 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”

Avanti 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

26th June 2017
