

## F.I.T. ALLOTMENT AND RATE AGREEMENT (ADDENDUM)

<b>COMPANY NAME:</b>  <b>OCEAN HOLIDAYS</b>	<b>HOTEL NAME:</b>  <b>Shore Club South Beach</b>
<b>ADDRESS :</b> Floor 9, North House, St. Edwards Way, ROMFORD, Essex, RM1 3AE  Or 3204 Rolling Oaks Blvd, Kissimmee, FL 34747	<b>HOTEL CONTACT:</b> Francisco Blanch 1701 Collins Avenue Miami Beach, FL 33139
Contact Simon Hilton, Product Manager	
Phone: 407 390 6422 / 44 (0) 2038239825	Hotel Phone: 305.674.1701
e-mail: Simon.Hilton@ocean-holidays.co.uk	Sales Fax: 305.674.1709
<b>EFFECTIVE DATES OF AGREEMENT: July 17, 2017 – April 30, 2019</b>	
<b><u>ROOM ALLOTMENT</u></b> <b><u>GUESTROOM RATES</u></b>	

Weekday Rates: Sunday through Thursday				
Validity Dates	FREE SELL CUT OFF	Standard City View King	Superior partial Ocean View King	Ocean Front King
July 17, 2017 – October 1, 2017	3	\$90	\$110	\$140
October 2, 2017 – Dec 20, 2017	3	\$90	\$110	\$140
Jan 1, 2018 – April 30, 2018	7	\$235	\$255	\$305
May 1, 2018 – October 1, 2018	3	\$159	\$179	\$209
October 2, 2018 – Dec31, 2018	3	\$199	\$219	\$249
Jan 1, 2019 – April 30, 2019	7	\$235	\$255	\$285

Weekend Rates: Friday and Saturday				
Validity Dates	FREE SELL CUT OFF	Standard City View King	Superior partial Ocean View King	Ocean Front King
July 17, 2017 – October 1, 2017	3	\$105	\$125	\$155
October 2, 2017 – Dec 20, 2017	3	\$105	\$125	\$155
Jan 1, 2018 – April 30, 2018	7	\$265	\$285	\$330
May 1, 2018 – October 1, 2018	3	\$179	\$199	\$229
October 2, 2018 – Dec31, 2018	3	\$219	\$239	\$269
Jan 1, 2019 – April 30, 2019	7	\$265	\$285	\$315

**PROMOTIONS:** Any and all previous or current promotions are null and void from July 18<sup>th</sup>, 2017 onwards. A Close Out notice has been issued to that effect and we ask that you please report any present and future confirmed bookings reflecting the promotion and the resort fee waiver. We will honor any reservations previously confirmed up until 48 hours after this revision / notice.

**RESORT FEE:** a \$20 + CURRENT TAX daily Resort Fee takes effect as of July 18<sup>th</sup>,2017. Taxes and Fees are subject to change and / or revision.

The above rates are net non-commissionable and are quoted exclusive of applicable state, and local taxes, currently 13% and subject to change without notice. In the U.S., there will be no charge for children under the age of 18 traveling with parents and staying in the same room. Local fire safety restrictions govern total room occupancy.

**BLACKOUT DATES:** 2017 – July 21, 22, 23, 24; August 2/3; December 6,7,8, 9, 10, 23,24,25,26,27,28, 29, 30, 31.  
2018- January 4,5,6,7; February 21,23,24; February 14,15,16,17,18; March 1,2,3,4,5; Winter Music Conference, Ultra Music Festival. Blackout dates are subject to change by the Hotel. Please contact this office for last minute availability. We will endeavor to accommodate your request at the best available rate. Black out rate will be offered at a specified % off Published Rates in our Hotel Web Site for those specific days if availability allows with a 30 day cancellation policy.

**STOP SELL:**  
The Hotel reserves the right to issue stop sells at its sole discretion. In such case, the Hotel shall only honor reservations received prior to and within 24 hours subsequent to issuance of stop sell. Please provide email for stop sells: [stopsales@ocean-holidays.co.uk](mailto:stopsales@ocean-holidays.co.uk)

**ACCOMMODATIONS:** Guestrooms are based on existing bedding room types. Bed type is not guaranteed. (Confirmation of room with two beds is on a request basis. If needed, please send an above allotment request.)

**RESERVATIONS:** For reservations please call or e-mail at least 3 days in advance or your allotment will be released. For inquiries, please feel free to contact Reservations via Email: [mhg\\_ota\\_shoreclub@zpacs.com](mailto:mhg_ota_shoreclub@zpacs.com) or by Fax: 1 855 818 9325. Rooms over allotment are based on availability at FIT rate category. If a reservation “above allotment” is not clearly stated we will consider this as a reservation request and contracted rate will not be confirmed unless specified by a Shore Club South Beach agent on correspondence. (Please refer to the current agreement for further details)

This Agreement is subject to all the terms and conditions set forth on the following page titled “FIT Allotment and Rate Agreement Terms and Conditions.” This Agreement and the terms and conditions on the next page constitutes the entire agreement between you and the Hotel and may not be amended or changed unless done so in writing and signed by you and the Hotel. The persons signing below agree that they are authorized representatives of the above indicated company and Hotel who have authority to enter into this Agreement. This rate agreement will not be valid and enforceable until a signed copy is returned to the Hotel by July, 31, 2017.

## **F.I.T. ALLOTMENT AND RATE AGREEMENT TERMS AND CONDITIONS**

**EARLY DEPARTURE FEE:** In the event a guest checks out prior to the guest's reserved checkout date, the Hotel will add an early checkout fee to that guest's individual account. Guests wishing to avoid an early checkout fee should advise the Hotel at or before check-in of any change in planned length of stay. The current early departure fee is \$100, subject to change.

**CANCELLATION POLICY:** Individual cancellations must be received by 24 hours prior to scheduled check-in time to avoid a charge of one night's room and tax. Cancellations received after this time will incur a charge in the amount of one night's room and tax. Company will be assessed this charge through either a deduction from the prepayment or direct billing to your account, whichever applies.

**CHECK-IN/CHECK-OUT TIMES:** Our check-in time is 3:00pm, checkout time is 11:00am. All times are local hotel times. Guests departing after the check-out time of 1:00 pm will incur a late check-out fee of a half day rate to their folio. Guests who check out of their room after 5:00 pm will be charged one night room and tax to their folio. All guests arriving before hotel's check-in time will be accommodated as rooms become available. Our Guest Services Department can arrange to check baggage for those guests arriving prior to hotel's check-in time when rooms are not yet available.

**BAGGAGE HANDLING FEE:** Payment of bag handling/porterage fees is the responsibility of the individual guest. As a guideline, the current fee is \$10. If baggage handling is requested, you must provide the guest's arrival and departure time.

**PAYMENT POLICY:** Unless you have received notification in writing from the Hotel that your credit has been approved, all reservations must be paid in full 7 days prior to the guest's arrival. If full payment is not received as required, the guest will be required to make a new reservation at the prevailing rate upon arrival at the Hotel.

If your credit has been approved in writing by the Hotel, the Hotel will be pleased to extend thirty (30) day credit privileges to you for room and tax. All invoices are due and payable upon receipt and payment must be received at the Hotel no later than thirty (30) days after receipt of invoice. All outstanding amounts sixty (60) days and over will be subject to an interest rate of U.S. Prime + 2%. The Hotel reserves the right to refuse confirmed arrivals and to stop accepting reservations anytime an invoice reaches 60-days past due, even if that invoice is in dispute. To avoid this charge, you must pay all undisputed charges in a timely manner and send written notice describing all disputed charges. The Hotel reserves the right to review your credit periodically and to require pre-payment at any time, in its sole discretion, should your credit status change in any manner.

Please send payment to: Accounting Department  
Shore Club South Beach  
1901 Collins Avenue  
Miami Beach, FL 33139

Each individual guest is responsible for their own incidental charges. It is our policy that these charges must be paid in full prior to the guest's departure, with individual credit being established upon check-in. It is the responsibility of you to instruct the guest to check with the cashier to make certain all incidentals are paid for prior to departure.

**PERFORMANCE:** Hotel will review your productivity and allotment usage on a quarterly basis to determine future rate structures and number of allotment rooms confirmed. Should production not meet reasonable requirements, the Hotel reserves the right to change the room allotment and rate at the end of each quarter.

**INTELLECTUAL PROPERTY; MARKETING ACTIVITIES:** You and your affiliates agree that they will not bid on any Shore Club South Beach and/or sbe brand name keywords, hotel names and/or permutations thereof. You agree not to, and to cause your affiliates not to, register any domain names which might be construed by the user as belonging to or associated with the Hotel or its affiliates, nor will you supply inventory through any affiliate network to any persons operating a domain or URL of same. Should we determine that any non-approved URL or portal is gaining access to the Hotel room inventory through your program, you will immediately, at our request assist us in the cease and desist process. You agree not to engage in any marketing to Hotel or sbe customers, such as pop under/over ads to users of the Hotel's website or any user of the Worldwide Web who is specifically searching for the Hotel. You agree to monitor the activity of your affiliates, insuring that they are conducting business in a manner which is consistent with general accepted business practices and your affiliate code of conduct. You agree to discontinue its association with affiliates that engage in predatory behavior (bidding on Hotel/sbe key words, misrepresenting their relationship with the Hotel, etc.). You will not repackage the Hotel's wholesale allotment/inventory for distribution through clients owned or affiliated distribution channels. You will not distribute the Hotel's inventory to a meta-search engine (defined as a search engine that queries other search engines and then combines searched results).

**RATES VALID FOR PACKAGED TRAVEL ONLY:** All rates quoted herein are applicable to: (1) FIT Package Tours; (2) FIT Tour Programs. The rates quoted in this Agreement are only for the sale of packaged, individual rates by the wholesaler or tour operator. You are not authorized to release these rates to any other individual or entity, including but not limited to, internet booking/electronic distribution systems. The FIT rates and this Agreement are non-transferable and non-assignable. You may not offer these rates as room-only inventory in any manner (e.g. room tax and/or fees listed separately). The prices for each of the package components (hotel room, airfare and/or car rental) shall not be itemized for, disclosed to or discernible by the consumer at any time (including but not limited to billing statements) and you must not provide functionality which would permit consumers to strip the package down to view hotel room rates separately at any time. You shall maintain the terms and conditions of this Agreement in strict confidence. If the Hotel becomes aware of any violation of this section, the Hotel may immediately terminate this Agreement without incurring any liability to you for contracted rooms or rates. Furthermore, you agree to indemnify Hotel for any loss or damage arising from your breach of this Section.

**BROCHURE:** The Hotel will provide you with the Shore Club South Beach logo, our hotel name or logo and applicable photos of the Hotel for inclusion in your tour brochure or voucher. You may not make any alterations to the Shore Club South Beach logo, or hotel's name, logo or hotel photos or use them in any manner or in any materials other than your tour brochure and vouchers without Hotel's prior written approval. As part of your contract, you must send to us two (2) copies of your printed brochure/voucher for our files.

**COMPLIANCE WITH LAWS:** You will comply with all applicable foreign and domestic laws, codes, regulations, ordinances and rules with respect to your obligations under this Agreement and the services to be provided by you hereunder, including but not limited to any laws and regulations governing package and tour travel operators/organizers. You represent, warrant and agree that you are currently and will continue to be for the term of this Agreement, in compliance with all applicable local, state, federal regulations or laws, including but not limited to, all provisions of the Patriot Act and regulations or requests of the U.S. Department of Homeland Security and the Office of Foreign Assets Control in the U.S. Department of the Treasury.

**INDEMNIFICATION:** To the extent permitted by law, you agree to protect, indemnify, defend and hold harmless the hotel, SBE Hotel Group, LLC, the owner of the hotel and each of their affiliates, and each of their respective employees, agents and representatives against all claims, losses or damages to persons or property, governmental charges or fines, and costs including reasonable attorneys' fees arising out of or connected with the provision of goods and services and your group's use of Hotel's premises hereunder and your provision of services except to the extent that such claims arise out of the negligence or willful misconduct of the hotel, or its employees or agents acting within the scope of their authority. You further agree to obtain and keep in force General Liability Insurance covering your contractual obligations hereunder with limits of not less than \$1,000,000 per occurrence and provide the hotel with proof of insurance.

**FORCE MAJEURE:** A party's failure to perform under this Agreement is excused if the failure results from an unforeseeable cause beyond that party's control, such as war, earthquake, epidemic, accident, explosion, casualty, strike or work stoppage, lockout, civil disturbance, act of public enemy, embargo, terrorist act, fire, weather events, air carrier interruption, or act of government. A party whose performance is impaired as a result of such an unforeseeable cause shall promptly notify the other party.

**LIMITATION OF LIABILITY:** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, EXPRESSED OR IMPLIED. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL OR INDIRECT LOSS OF ANY KIND, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OCCURRING.

**DISPUTE RESOLUTION:** The parties agree that any dispute in any way arising out of or relating to this Agreement will be resolved by arbitration before JAMS/ENDISPUTE® or the American Arbitration Association in the state and city in which the Hotel is located or the closest available location; provided, however, a dispute relating to infringement of intellectual property rights shall not be subject to this provision. The parties further agree that in any arbitration proceeding they may conduct reasonable discovery pursuant to the arbitration rules, that the law of the state in which the Hotel is located is will be the governing law, and any arbitration award will be enforceable in state or federal court.

**ATTORNEYS' FEES:** The parties agree that in the event that any dispute arises in any way relating to this Agreement, the prevailing party in any arbitration or court proceeding will be entitled to recover an award of its reasonable attorney's fees, costs and pre and post judgment interest.

**NONASSIGNMENT:** Neither party may assign this Agreement or any part hereof to any third party without the prior written consent of the other party except that Hotel may assign this Agreement to any of its affiliates or to a new owner and/or manager of the Hotel.

**TERMINATION:** This Agreement may be terminated by either party should the other party breach any of the terms and conditions stated in this Agreement. Termination notice will be received in writing. The breaching Party will have up to ten (10) business days to cure a breach. The Hotel reserves the right to recoupment and offset for any amounts owed by you to the Hotel under this Agreement or any other agreement between us or any of our affiliates, on the one hand, or you or any of your affiliates, on the other hand. Upon written notice, a party may terminate this Agreement immediately if any other party ceases to do business, becomes insolvent, or is subject to bankruptcy or insolvency proceedings, whether actual or reasonably believed to be imminent. If reasonable grounds for insecurity arise about a party's performance of this Agreement, then any other party may demand written adequate assurance of due performance. Until the requesting party receives such assurance in writing, it may suspend its performance of this Agreement. If the written assurance is not received within five (5) days after its request, or within such other reasonable period of time as a requesting party may designate, then the failure to furnish such assurance constitutes a material breach of this Agreement, and the requesting party may terminate this Agreement.

**ACCEPTED AND AGREED TO:**

Shore Club South Beach

By: \_\_\_\_\_  
[sign here]

Name: Simon Hilton  
Title: Head of Product  
Date: 18th July 2017

By: \_\_\_\_\_  
[sign here]

Name: Francisco Blanch  
Title: Area Director of Leisure Sales  
Date: