



### **FIT Agreement**

This contract between **CRP/InSite Clipper, LLC (d.b.a. B Ocean Resort Fort Lauderdale)**, hereinafter referred to as the "Resort" or "Hotel", and **Ocean Beds part of Ocean Holidays Group** hereinafter referred to as "Company".

Date: July 26, 2017

Especially prepared for: **Ocean Beds part of Ocean Holidays Group**

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**B Ocean Resort Fort Lauderdale**  
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Regarding: **FIT AGREEMENT**

Effective: December 23, 2017 - December 20, 2018

### 2017/2018 F.I.T. NET RATES

Room Types											
	12/23/17-12/31/17			01/01/18 - 01/31/18							
	note	seasons		note	seasons					Allot &	
	02/01/18 - 04/02/18			4/03/18 - 5/29/18		5/30/18 - 10/31/18			11/1/18 - 12/20/18		Release
	Wkday	Wkend		Wkday	Wkend	Wkday	Wkend		Wkday	Wkend	
Standard Area View	299	349		209	229	199	219		249	289	Free sell/ 3 days
Partial Ocean View	319	369		239	249	219	239		269	309	Free sell/ 3 days
Ocean View	349	399		269	289	239	259		299	339	Free sell/ 3 days
Direct Oceanfront	399	449		299	319	259	279		319	359	Free sell/ 3 days

#### **Blackout Dates: April 5, 6, 7, 8, November 1, 2, 3, 4, 2018**

The above rates are for single or double occupancy plus tax, currently 11%.  
WKDAY is Sunday - Thursday; WKEND is Friday & Saturday. Subject to change.

**Resort Fee:** \$25 plus tax per night includes, onetime 15% discount on food and non-alcoholic beverages at Salty Siren and Naked Crab outlets, children under 12 years old eat free at breakfast (1 per paid adult), two bottles of B Hydrated water in-room daily, two beach lounge chairs daily, local and domestic long distance telephone calls, participation in our B Borrowing Program, which includes custom beach cruiser bicycles (reservations required), board games for guests of all ages, children's sand toys, and beach sports equipment.

**Extra person** (3<sup>rd</sup> and 4<sup>th</sup>): \$25 plus tax per night.

**A la Carte Continental Breakfast** available for an additional fee of \$25 per person inclusive of tax and gratuity

**Rollaway:** None available

**Cribs** (on request) – no charge

**Number of persons allowed in the room:** 4 (double/double); 3 (king)

#### **Family Plan**

Our Family Plan provides for children **17 years and** under to stay free as long as they occupy the same room as their parents. Children over the age of 18 years and staying in the same room as their parents will be charged the Resort's prevailing extra person rate shown on the rate sheet that is part of this annex. Also please refer to the rate sheet for the number of people allowed in each room.

**Seasonal rates: Different rates for different tariff periods will apply.**

All rates are net, non-commissionable. They do not include city and/or state taxes which are detailed in the rate sheet of this annex. **All miscellaneous services will be charged a la carte and will be shown on the individual folio duly itemized.**

#### **Room-category Description:**

City View, Partial Ocean View, Ocean View & Oceanfront, with either one king or two double beds  
Number of persons allowed in the room: 4 (double/double); 3 (king)

#### **Allotment**

We will confirm Free Sell with applicable cut-off days in all contracted room categories per night as of December 23, 2017 - December 20, 2018 **except** over **blackout** dates, listed on this agreement and which will be advised by **Stop Sell Notices** that we will ask you to acknowledge, sign and return. The Resort will honor existing reservations that are reported and received within forty-eight (48) hours. Please note that name changes will not be allowed on reservations received within these 48 hours.

### **Stop Sell Dates**

Will be advised in writing.

Failure to produce a minimum of **100** room nights over the effective dates of this agreement will affect future rate and allotment consideration. Productivity will be tracked on a quarterly basis.

### **Booking Procedures**

Reservations can be sold on a sell and report basis until your cut-off dates. Reservation requests after the cut-off date may be confirmed at the Resort's prevailing rate, depending on the room category. Name changes will be considered a cancellation of the existing booking and will be accepted only if the Resort has availability at that time. The contract FIT rate will not apply if the Resort's occupancy has closed the FIT rates for the period in question if these dates have been stop sold. Resort may confirm new booking at prevailing rate. If booking is confirmed at BAR or RACK, they will be commissionable at 10% to Company.

Reservation request will be responded to Company within 24 hours from the time it is received by the Resort during normal business day hours, which are from 9:00 am to 6:00 pm EST Monday through Friday. Company must keep confirmation numbers and include it in the voucher given to the passenger.

**Reservations** should be made by **FAXING or E-MAILING** our Reservations Department at

Fax: (954) 467-0100

E-mail: [Reservations@BOceanFortLauderdale.com](mailto:Reservations@BOceanFortLauderdale.com)

In the event you need to speak to a member of the Reservations Department, please call (954) 245-3841, 9:00 am – 6:00 pm, Monday - Friday

The following format is required when reporting reservations:

1. State the **Room Types** you wish to book; i.e. City View, Partial Ocean View, Ocean View, Oceanfront, Balcony. Also advise type of room needed: single or double. Special requests and are subject to availability.
2. Advise **specific arrival and departure dates**, as well as the **total number of nights of stay** and **flight schedule**.
3. State **full name** (surname followed by first name) of **all passengers** and ages of any children occupying room.
4. **Special remarks:** Advise any special comments and/or requests.
5. **Promotion code** if applicable. If a **promotion code** is **not** stated, the contracted rate will be reserved.

### **Payment Policy**

If your company has not been granted billing privileges, full pre-payment is required fifteen (15) days prior to guest's arrival. Payments are acceptable via credit card, wire transfer or certified check (personal checks are not accepted). Checks should be made payable to B Ocean Resort Fort Lauderdale and sent to: B Ocean Resort, 1140 Seabreeze Blvd., Fort Lauderdale, FL 33316.

If your company has been granted billing privileges, charges billed to a master account, as well as cancellation, no-show and early departure charges will be due and payable thirty (30) days from receipt of invoice. In the event bills are not paid within this 30-day period, a 1½% per month late payment charge may be assessed. All incidentals will be collected from client prior to departure unless otherwise stated in your voucher. If your vouchers have been revised in any way, please forward a copy to the Reservations Dept.'s attention as soon as possible, in order that our Reservation, Front Office and Accounting Departments can become familiar with them.

The Resort reserves the right to demand full payment for rooms held under this Agreement should a delinquency in payment occur. Should such payment not be remitted when requested, the Resort, at its option, may cancel your billing privileges.

### **Cancellation Policy**

F.I.T. reservations may cancel up to seventy-two (72) hours prior to arrival via fax or e-mail and a cancellation number will be provided by the Resort. If cancellation occurs within seventy-two (72) hours of arrival or if a no-show occurs, a **one night cancellation fee**, including room and tax, will be assessed. Date changes inside of the two-day cancellation policy are considered a cancellation and re-booking, and as such, are subject to cancellation penalty. This daily cancellation fee shall not be contingent on the Resort's occupancy for the nights for which rooms are cancelled. No-shows **must** be paid without reliance on billed vouchers as the client is unable to present this himself. Should Company fail to pay the cancellation fee, the Resort may cancel Company billing privileges or this agreement, at the Resort's sole discretion, without any obligation or liability whatsoever. Guest departing earlier than their scheduled departure date, will be subject to a \$50 early departure fee.

### **Check-In/Out Times**

Our check in time is 4:00 p.m.; checkout time is 11:00 a.m. All guests arriving before 4:00 p.m. will be accommodated as rooms become available. Our Guest Services Department can arrange to check baggage for those arriving early when rooms are unavailable.

### **Parking**

The Resort offers valet overnight parking at \$37.00 plus tax per night and self-parking at \$32.00 plus tax per night. Subject to change without notice.

### **Promotion/Collateral/Vouchers**

It is required that the Resort be promoted as a "first-class" property and that our pictures, which we will supply on demand be prominently featured in any collateral you print utilizing our rates or property name. It is required that we have access to any computer data base or receive a copy of any collateral, including brochures or tariffs, you print promoting or utilizing the Resort. We do require copies of any vouchers that your clientele will present to our Front Office Staff upon arrival. Failure to comply with the areas outlined in this paragraph will cause this agreement to be null and void.

### **Packaged Rates and Marked-up Rates**

1. The rates provided in this F.I.T. Net Confidential Rate Agreement are for the sole purpose of sale by Company via a traditional wholesale distribution system. Locally negotiated net wholesale rates are provided by the Resort hereunder for the contractual term subject to the condition that such net rates must be distributed either as a "Packaged Rate" or as a "Marked-up Rate". Net FIT room rates are solely for use by companies and organizations that have entered into this Agreement with the Resort.
2. FIT net room rates, whether used in an opaque package or as a marked-up rate are not transferable or assignable to any other company, organization, distributor or third party including, but not limited to, any electronic internet, online distribution system, consumer website or Global Distribution System (GDS).
3. To qualify as a "Packaged Rate", the rate must be sold as part of a packaged travel product that includes sufficient additional (non-Resort) components such that the cost of the total package is at least 50% more than the Resort net rate. In no event shall "Packaged Rates" be sold as a hotel-only product.
4. To qualify as a "Marked-up Rate", the rate must be sold at a mark-up to the net rate such that the marked-up rate is not less than the rates for the applicable inventory that are then publicly available to the consumer via the B Ocean Resort Fort Lauderdale branded web site. For the avoidance of doubt, a mark-up of at least 25% over the net rate will be deemed to satisfy the preceding requirement.
5. With respect to both "Packaged Rates" and "Marked-up Rates", Company shall not advertise that it has the "lowest prices available" for B Ocean Resort Fort Lauderdale room inventory.
6. The rates provided under this F.I.T. Net Rate Agreement must never be exposed or sold to the consumer or the general public, and may incorporate the participation of a retail travel agent.

Providing net or discounted room rates directly to a consumer constitutes a violation by Company of this F.I.T. Net Rate Agreement. If Company is found to have violated any provision of this clause, this F.I.T. Net Rate Agreement shall be immediately terminated by the Resort, upon delivery of written notice of termination to the Company, and Company shall indemnify the Resort against any and all losses incurred thereby as a result of any violation of the B Ocean Resort Fort Lauderdale Best Rate Guaranty policy caused by such violation (including, without limitation, any rate discounts required to be granted to consumers and a \$50 processing fee per room night for each such violation).

7. Company agrees that all of its agreements (whether written or oral, referred to as the "Third Party Agreements") with any travel agents, OTAs or other third parties (collectively, the "Third Parties") concerning the Resort shall include the preceding paragraph, or language substantially to that effect. Company further agrees that the Resort is a third-party beneficiary of this contractual provision in the Third-Party Agreements, with the right to enforce same directly against any Third Parties. Company shall include a provision to this effect in its written or oral contracts with Third Parties pertaining to the Resort.

#### **Mandatory Charges**

FIT net room rates do not include all fees, charges (such as resort charges and other automatic charges) and state/local taxes applicable to the FIT net rate. It is the sole responsibility of the Company to clearly and conspicuously disclose to the customer in advance of booking all mandatory applicable fees, charges or state/local taxes specified by the participating property. Company shall be responsible for net room rate, applicable taxes and any mandatory fees. Guest will be responsible for his or hers incidental charges, which will be shown in their individual folio. Company shall advise all customers who purchase rooms in the Resort that they are responsible for payment of all charges over and above the standard room charge, as such may be incurred by the customers in the course of their stay at the Resort. Such additional charges may include, but are not limited to, extra person, room service, movies, internet access, and telephone use.

#### **Marketing**

The Resort owns and/or licenses the brand names, logos and images of the properties and brands that are made available under this Agreement. The Resort grants to Company a non-exclusive, non-transferable, non-assignable and indivisible royalty-free right and license to use those images and logos of the Resort, solely for the limited purpose of promoting the sale of travel packages that include rooms at the participating Resort; and in accordance with Exhibit "A" hereto.

#### **Early Departures**

An early departure fee of one night's room and tax will be charged to Company in the event clients do not utilize all nights originally booked, but not consumed. Guests may change their departure date upon check-in without penalty. It will be the responsibility of Company to advise guests of this policy.

#### **Force Majeure**

The performance of this Agreement by either party is subject to acts of God, government authority, disaster, strikes, civil disorders, or other emergencies, any of which make it illegal or impossible to provide the facilities and/or services for your bookings. It is provided that this Agreement may be terminated for any one or more of such reasons by written notice from one party to the other without liability.

#### **Insurance**

The Resort and Company shall obtain, maintain and provide evidence of insurance upon request in amounts sufficient to provide coverage for any liabilities that may reasonably arise out of or result from the respective obligations pursuant to this contract.

#### **Indemnification**

Each party hereby agrees to indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action resulting from the gross negligence or intentional misconduct of such party or its respective officers, directors, employees, agents, contractors, members or participants (as applicable), provided that with respect to officers, directors, employees, and agents, such individuals are acting within the scope of their employment or agency, as applicable.

#### **Americans With Disabilities Act**

Both Company and the Resort shall be responsible for compliance with the public accommodation requirements of the Americans With Disabilities Act as defined by law. The Resort shall provide, to the extent required by the Act, such auxiliary aids and/or services as may be reasonably requested by Company providing Company gives reasonable advance written notice to the Resort of such needs. Company shall be responsible for the cost of any auxiliary aids and services (including engagement of and payment to specialized service providers, such as sign language interpreters), other than those types and quantities typically maintained by the Resort.

#### **Notices**

Any notice or communication required or permitted to be given under this Agreement shall be given to the appropriate party at the addresses set forth on the first page of this Agreement. Each such notice shall be in writing and shall be deemed delivered upon receipt of such notice by confirmed facsimile transmission, personal delivery, delivery by commercial courier service, or three (3) days after deposit into the United States Mail, certified or registered mail, return receipt requested.

#### **Time of the Essence**

Time is of the essence for purposes of this Agreement and the performance of the obligations described herein.

#### **Severability**

In the event, any provision of this Agreement is deemed illegal, invalid or unenforceable, the remainder of this Agreement shall not be affected by such illegality, invalidity or unenforceability and shall remain in full force and effect.

#### **No Third-Party Beneficiaries**

There are no third-party beneficiaries to this Agreement.

#### **Integration and Non-Assignment of Agreement**

This Agreement contains the entire understanding of the parties and supersedes all other written or oral agreements for rates, allotments, credit arrangements, etc., for the Resort. This Agreement, when executed by both parties, is a binding and enforceable agreement, and may not be modified except by written consent of both parties.

We thank you for the opportunity to work with you and look forward to a mutually profitable relationship. This Agreement will not be considered valid until we receive back the unmodified original or facsimile/scanned copy.

**ACCEPTED AND AGREED TO:**

**Ocean Beds part of Ocean Holidays Group**

**CRP/InSite Clipper, LLC**

\_\_\_\_\_  
**(Signature)**

**By:** \_\_\_\_\_  
Judi Hartstein  
Sales Manager

**Print Name:** Simon Hilton

**Date:** \_\_\_\_\_

**Title:** Head of Product USA

**Date:** 27th July 2017 \_\_\_\_\_

**B Ocean Resort Fort Lauderdale**

1140 Seabreeze Blvd. Fort Lauderdale, Florida 33316

Phone (954) 564.1000

[www.boceanfortlauderdale.com](http://www.boceanfortlauderdale.com)