



SONESTA

FORT LAUDERDALE

2018-2019 U.S. F.I.T. NET RECEPTIVE AGREEMENT

Agreement between **Sonesta Fort Lauderdale Beach** and **Ocean Holidays** effective April 1, 2018-through March 30, 2019.

RECITALS

WHEREAS, Hotel desires to provide confidential, net rates to Operator for its creation of travel packages and services for frequent individual travelers ("FIT"); and

WHEREAS, Operator desires to obtain such confidential, net rates for its travel services; and

NOW THEREFORE, the parties agree to the terms and conditions set forth herein as follows:

AGREEMENT

OPERATOR NAME: Ocean Holidays

CONTACT NAME: Simon Hilton

ADDRESS: 3204 Rolling Oaks Blvd, Kissimmee, FL, 34747

E-MAIL: simon.hilton@ocean-holidays.co.uk

Nondisclosure of Rates: In consideration of the confidential, net rates contained herein, Operator shall ensure that rooms are neither offered nor sold by the Operator in a manner that discloses, directly or indirectly, the package room rate to the customer or any other party. Such information is considered "Confidential Information" under this Agreement (as more fully described below).

Rate Parity: Onward Distribution and Opacity- Tour Operator and its affiliates ("Affiliates") are expressly prohibited from (and Tour Operator expressly acknowledges and agrees that they are prohibited from) offering or further distributing their Unbundled Traditional Channel Inventory through any Internet site or distribution system booking engine geared towards or made available to consumers ("Consumers"). Without limiting the foregoing, Tour Operator and its Affiliates may offer or further distribute their Traditional Channel Inventory to other businesses (e.g. other tour operators or travel agents ("Businesses")), regardless of the mechanism used to offer or distribute such Inventory. In the event such Inventory is distributed to other Businesses over the Internet, all access to the Internet site(s) shall be password protected and Consumers shall have no access thereto. Tour Operator represents and warrants that neither it nor its Affiliates shall offer the Unbundled Traditional Channel Inventory to Consumers over the Internet. For purposes of this Agreement, Affiliate shall mean any entity at any time controlling, controlled by, under common control with or under contract with Tour Operator. Failure of thereof may result in immediate termination of this agreement and any financial losses by the hotel will be the responsibility of the Operator.

RATES

For the period of this Agreement, the following confidential, net rates apply:

Deluxe Ocean ROH* King or Double Bedded Room	single	double	triple	quad	Allocation	Cut-off
04/01/18-04/12/18	\$154	\$154	\$164	\$174	Free Sell	3 days
04/13/18-04/15/18** 2 night minimum stay	\$209	\$209	\$219	\$229	Free Sell	21 days
04/16/18-05/03/18	\$154	\$154	\$164	\$174	Free Sell	3 days
05/04/18-05/05/18** 2 night minimum stay	\$199	\$199	\$209	\$219	Free Sell	21 days
05/06/18-10/27/18	\$119	\$119	\$129	\$139	Free Sell	3 days
10/28/18-10/30/18	\$154	\$154	\$164	\$174	Free Sell	3 days
10/31/18-11/04/18** 3 night minimum stay	\$264	\$264	\$274	\$284	Free Sell	21 days
11/05/18-12/25/18	\$154	\$154	\$164	\$174	Free Sell	3 days
12/26/18-12/31/18** 3 night minimum stay	\$264	\$264	\$274	\$284	Free Sell	21 days
01/01/19-1/31/19	\$209	\$209	\$219	\$229	Free Sell	7 days
02/01/19-3/30/19 Sun/Mon/Tue/Wed/Thu	\$222	\$222	\$232	\$242	Free Sell	7 days
02/01/19-3/30/19 Fri/Sat	\$242	\$242	\$252	\$262	Free Sell	7 days

*Bedding type based on availability

**Please note that special event dates are subject to change and will be communicated via email.

Junior Suite ROH*- King & Sleeper Sofa	single	double	triple	quad	Allocation	Cut-off
04/01/18-04/12/18	\$204	\$204	\$214	\$224	Free Sell	3 days
04/13/18-04/15/18** 2 night minimum stay	\$259	\$259	\$269	\$279	Free Sell	21 days
04/16/18-05/03/18	\$204	\$204	\$214	\$224	Free Sell	3 days
05/04/18-05/05/18** 2 night minimum stay	\$249	\$249	\$259	\$269	Free Sell	21 days
05/06/18-10/27/18	\$169	\$169	\$179	\$189	Free Sell	3 days
10/28/18-10/30/18	\$204	\$204	\$214	\$224	Free Sell	3 days
10/31/18-11/04/18** 3 night minimum stay	\$314	\$314	\$324	\$334	Free Sell	21 days
11/05/18-12/25/18	\$204	\$204	\$214	\$224	Free Sell	3 days
12/26/18-12/31/18** 3 night minimum stay	\$314	\$314	\$324	\$334	Free Sell	21 days
01/01/19-1/31/19	\$259	\$259	\$269	\$279	Free Sell	7 days
02/01/19-3/30/19 Sun/Mon/Tue/Wed/Thu	\$272	\$272	\$282	\$292	Free Sell	7 days
02/01/19-3/30/19 Fri/Sat	\$292	\$292	\$302	\$312	Free Sell	7 days

*Junior Suite Park View or Ocean View will be assigned based on availability

**Please note that special event dates are subject to change and will be communicated via email

- Daily net rates are non-commissionable and are not applicable to groups of more than 9 rooms.
- Daily fee of \$20 plus 11% tax will be added to all rooms. Daily fee includes 2 welcome drinks, 2 beach chairs, 2 bottles of water daily, upgraded high-speed internet, in-room Keurig Coffee Maker, unlimited local and long distance calls, and Daily Delight program with complimentary daily offerings
- Children 17 years of age and under stay free when sharing a room with adults.
- All rates are subject to state and local taxes, currently **11%** (subject to change without notice)
- The above room rates do not include breakfast. Breakfast Buffett Vouchers can be purchased at the following discounted rates:
 - 12 years+ \$18 inclusive
 - 4-11 years \$14 inclusive
 - 0-3 years free
- Reservations will be billed by night of stay
- Valet parking available at a fee, currently \$32 plus tax per night. Self-parking is not available

Promotions

- **Early Booking** - 10% off rate all bookings made before April 30, 2018 for stays between October 1, 2018 and March 31, 2019 (promo code EBB10)
- **Summer Promotion** – Book by May 31, 2018 for stays between March 25, 2018 and September 30, 2018 and receive 10% off stays 2 nights (promo code 2NTS) or 15% off stays 3 nights (promo code 3NTS), 20% off stays 4 nights or longer (promo code 4NTS), 25% off 5 nights (5NTS)
- **Promotions cannot be combined.**
- **Promotions are not valid over special events and holidays.**

Sell & Report

The hotel reserves the right to adjust room inventory for any room or suite category at any time. Such adjustments will be in writing and will be binding on both parties. Any closeouts of inventory will require the operator to transmit existing reservations over the closeout date to the hotel within one (1) business day. Operator has the right to sell rooms until cut-off date on a “sell & report” basis. Reservations must be communicated to the hotel within 24 hours of confirmation to the client, or until the designated inventory release date, or until the resort adjusts that allotment.

Stop Sell email: stopsales@ocean-holidays.co.uk

BOOKING PROCEDURE

Reservations may be made by contacting the Hotel’s reservations department via fax at **954-302-5270** or by e-mail at reservations.fortlauderdale@sonesta.com and must have SONESTA Fort Lauderdale BEACH as the recipient hotel.

GUARANTEE/PAYMENT POLICY

DIRECT BILLING

If direct bill/credit has been established, Hotel will accept a voucher and bill **Ocean Holidays** for room and taxes. Payment to the Hotel is required within 30 days of receipt of the bill. Failure to pay within 30 days of the date of the bill may result in termination of the direct billing privileges. Hotel reserves the right to require pre-payment for any future bookings. An updated Direct Bill application must be provided annually and should accompany this contract when signed.

PRE-PAYMENT

Accounts not approved for direct billing must provide payment via credit card or check prior to guest arrival. Payment in full must be made 3 days prior to guest arrival, a valid credit card authorization form must be received by fax only to 954-302-5269 prior to the guest's arrival date. Checks should be received 10 days prior to arrival and made payable to Sonesta Fort Lauderdale Beach and sent to:

Sonesta Fort Lauderdale Beach

Attn; Accounting
999 North Fort Lauderdale Beach Blvd.
Fort Lauderdale Florida, 33304

CANCELLATION POLICY

Cancellation of reservations must be received at least 72 hours prior to arrival. Any cancellation received less than 72 hours prior to arrival or which are not consumed, will be considered "no-show" and will be billed a one-night room and tax cancellation penalty. Reservations may be revised up until the cancellation date. After the cancel date, cancellation charges will apply. Please be sure to obtain a cancellation number at the time of cancellation and retain this number for your files. Tortuga Dates (4/13/18-04/15/18) Air Show Dates (5/4/18-05/5/18) Boat Show (10/31/18-11/4/18) and Holiday Event Dates (12/26/18-12/31/18) Cancellation of reservations must be received at least 7 days prior to arrival.

CONFIDENTIALITY, SECURITY, AND INDEMNITY

As used herein, "Confidential Information" shall include, without limitation, this Agreement, all rates described herein and subsequently provided to Operator and all other information not generally known or available to the general public and which are disclosed, made known to or made available to Operator by Hotel. Operator agrees that it shall not directly or indirectly disseminate, disclose or communicate any of Hotel's Confidential Information to any third party except as strictly necessary to enter into the transactions with its customers that are contemplated by this Agreement, and Operator shall not, except as required in providing its own products and services, use any such Confidential Information. Operator agrees to take all precautions necessary to protect against the unauthorized use or disclosure of Hotel's Confidential Information. Operator shall take reasonable security precautions, exercising at least the same degree of care Operator takes to protect Operator's own confidential information of like kind, to keep confidential the Confidential Information, which in no event shall be less than a reasonable degree of care. Operator acknowledges and agrees that all of the Hotel's Confidential Information is and shall remain the sole and exclusive property of the Hotel, free of any and all claims of Operator. Operator's confidentiality obligations under this Agreement shall last during the Term, plus one additional year following termination or expiration of the Agreement, and following the return or destruction of all of Hotel's Confidential Information. Notwithstanding an end of Operator's obligations as to Hotel's Confidential Information as defined here, Operator's obligations as to Hotel's Confidential Information

shall survive with respect to any and all documents and information which (a) Hotel may designate as "trade secrets" and (b) are non-public information of individual consumers ; Operator shall hold such "trade secret" information and non-public information of individual consumers in accordance with federal, state and local laws, rules and regulations pertaining thereto.

In the event that Operator breaches its confidentiality obligations described in this Agreement, Hotel may terminate this Agreement immediately upon written notice. Additionally, Operator shall hold harmless and indemnify the Hotel for all costs, fees, expenses, and damages (including reasonable attorneys' fees), including consequential, incidental, direct, or exemplary, arising out of any such breach. The parties further acknowledge that while actual damages which may be suffered, incurred, or sustained by the Hotel by reason of such breach may be difficult to ascertain, the Hotel may utilize its commercially reasonable estimates in ascertaining definitive figures for damages, and Operator may not reject or object to such Hotel estimates merely because they are estimates.

PHOTOGRAPHY/IMAGES

No photography other than the Hotel's approved images are to be displayed on the Operator's website or any other of Operator's affiliates or distribution partners. All photography is to be used solely from the Hotel's photo library; any other existing photography must be removed immediately and updated upon receipt of this Agreement. Updated Hotel images can be accessed via our website at:

www.sonesta.com/fortlauderdale

MISCELLANEOUS

- All monies and rates discussed in this Agreement are in U.S. Dollars. All payments and vouchers should be sent to the Hotel in accordance with this Agreement.
- The Hotel is to receive equal display in Operator's brochure with any comparable property regarding descriptive copy and images.
- All promotional materials including copy, images, and logos relative to the Hotel which are in use in Operator's brochures, flyers, or other publications, must be approved in writing by Hotel prior to publication. The Hotel reserves the right to refuse payment for cooperative marketing programs if such materials are not approved in accordance with this Agreement.
- This Agreement is intended for offering individual leisure travel only, and rates herein are not to be used by Operator to negotiate or offer corporate travel agreements with travel agencies or directly with corporate accounts
- The Hotel's failure to promptly enforce any provision of this Agreement shall not be deemed a waiver of such provision.
- This Agreement does not constitute an exclusive agreement between the Hotel and Operator, and the Hotel may engage other operators in its sole discretion.
- This Agreement shall be construed in accordance with and governed by the laws of the Florida, without reference to its conflict of law principles.
- The provisions of this Agreement are severable and the invalidity or unenforceability of any provision, clause, restriction or covenant shall not affect the validity and enforceability of the other provisions, clauses, restrictions and covenants.
- This Agreement supersedes any other agreement of rate offering that may have been in writing or made verbally. Contents of this Agreement shall only be considered binding and enforceable when signed by both parties, and without regard to which party tendered the Agreement for signature. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one instrument.

APPROVAL

The parties hereto, having read this Agreement in its entirety, including all attachments hereto do agree thereto in each and every particular. In witness thereof, the parties have set their hands hereunto as of the date set forth below. Operator must sign and return this Agreement to the Hotel **by August 18, 2017** at which time it will be countersigned and copied to the Operator. Once signed by both parties, this Agreement will be considered legally binding.

HOTEL:

Sonesta Fort Lauderdale Beach

Name: Jessica Quiroz

Title: Director of Sales & Marketing

OPERATOR:

Ocean Holidays / Ocean Beds

Name: Simon Hilton

Title: Manager, Hotel Partnerships

Date:

Date:

1st August 2017
