



**HOTEL DEL CORONADO
WHOLESALE CONTRACT FOR 2018
7.19.17**

Operator: Ocean Holidays/ Ocean Beds
Address: 3204 Rolling Oaks Blvd.
Kissimmee, FL 34747
Telephone: 407-390-6422 ext 110
Email: Simon.Hilton@Ocean-Holidays.co.uk
Contact: Simon Hilton, Head of Product USA

Hotel del Coronado Contact Information:

Sales: Christina Deroche, CTC, Regional Director of Travel Industry Sales
Direct Line: 619 522-8220
Email: cderoche@hoteldel.com
Reservations to be made by contacting:
Email: delfit@hoteldel.com

Ocean Holidays / Ocean Beds (hereinafter referred to as the “Operator”) and Hotel del Coronado, LP, d/b/a Hotel del Coronado ® (“Hotel del Coronado”, “Resort”) are pleased to enter into the following 2018 Wholesale Contract:

- **NOTE- We anticipate a change in Management from KSL Resorts to Hilton Worldwide Corporation on or around August 8, 2017. New contracts will be issued after the change that will reflect our Hilton Curio affiliation, however, the rates contained herein will not be changed during the term of this Agreement (January 1, 2018 – March 31, 2019).**

RETAIL SALES

Operator represents and warrants that it is a wholesale distributor, who sells room nights and related product to retailers, including but not limited to travel agents, and not to the general public in any fashion or medium. Operator further represents, warrants and covenants, that it shall not knowingly or unknowingly offer for sale to the general public any room nights or related product thru any channels which it owns or any affiliated channels, including but not limited to websites, internet and intranet.

In the event that Operator offers for sale or does sell any of the Room Nights and related available product as set forth in this Agreement to the general public, Operator shall indemnify, defend and hold the Hotel del Coronado, its affiliates, members and partners, and the partners, shareholders, officers, directors, employees, representatives and agents of each of the foregoing (collectively, “Buyer-Related Entities”) harmless from and against any and all costs, fees, expenses, damages, deficiencies, interest and penalties (including, without limitation, reasonable attorneys’ fees and disbursements) suffered or incurred by any such indemnified party in connection with any and all losses, liabilities, claims, damages and expenses (“Losses”), arising out of, or in any way relating to, (a) any breach of any representation or warranty of the Operator contained in this Agreement (b) any breach of any covenant of the Operator which survives the contained in this Agreement or (c) any events arising or first occurring prior to the sale of any Room Nights and related products which have been made available to Operator by Hotel del Coronado.

In addition to any other remedies available to Hotel del Coronado, Operator acknowledges and agrees that Hotel del Coronado shall be entitled to seek the remedies of injunction and specific performance for any breach of the provisions of this agreement by Operator or anyone acting on its behalf.

2018 rates (excluding the Automatic Daily Resort charge, and applicable taxes thereon on each room rate quoted:

SEASONS

LOW	1 JAN - 15 MAR	8 APR- 24 MAY	29 MAY- 28 JUN	3 SEP- 20 NOV	26 NOV -20 DEC	1 JAN - 31 MAR 19
SHOULDER	19 AUG - 30 AUG					
HIGH	16 MAR - 7 APR	25 MAY - 28 MAY	29 JUN - 18 AUG	31 AUG - 2 SEP	21 NOV -25 NOV	21 DEC - 31 DEC

RECEPTIVE

LOW

VICTORIAN	\$291
RESORT	\$358
COASTAL	\$388
OCEANVIEW	\$635

SHOULDER

VICTORIAN	\$311
RESORT	\$378
COASTAL	\$420
OCEANVIEW	\$662

HIGH

VICTORIAN	\$348
RESORT	\$488
COASTAL	\$562
OCEANVIEW	\$700

All rates above are EUROPEAN PLAN (no meals), NONCOMMISSIONABLE, exclude the Automatic Daily Resort Charge and quoted in US dollars.

Resort Charge:

In addition to the rates set forth above, there will be an **Automatic Daily Resort Charge of \$30 per night.**

A Resort Charge is an automatic charge per room (currently \$30.00, but subject to change at Hotel del Coronado's sole discretion), per night charge that covers a number of Resort services and amenities that would customarily be charged to each guest individually. As a "per room" charge (versus per person), the Resort Charge covers all registered room guests.

Operator shall be solely and fully responsible for the collection of the Automatic Resort Charge and applicable taxes and fees (currently totaling 11.56%) thereon to Hotel del Coronado. Operator is also solely and fully responsible for informing its guests of this Automatic Daily Resort Charge and taxes thereon, the services and/or amenities covered by such Automatic Daily Resort Charges, as outlined above, and that they are separate and distinct from the room rate and from taxes. Operator may not, in any printed materials or in any other manner, lump the Automatic Daily Resort Charge and taxes thereon into any category such as taxes or room rate. It shall be Operator's sole responsibility to disclose clearly and conspicuously to guests, in advance of booking and prior to seeking reservations for rooms supplied by Resort, any and all taxes and fees specified by Resort in accordance with this Agreement, and any and all Automatic Daily Resort

Charge and taxes thereon specified herein and which may be specified hereafter by Resort in an update. Operator represents and warrants that it will fully comply with all requirements regarding the Automatic Daily Resort Charge set forth herein.

The Resort Charge here at Hotel del Coronado includes the following services and amenities:

At The Del

- 800, local phone calls and credit card access
- High Speed Internet Access – In-Room and at Del Beach
- Daily newspaper available in the Lobby
- In-room bottled water, coffee and tea
- Fitness Center access and classes
- Coronado Tennis Center court access

In San Diego

- Discounted attraction tickets to The San Diego Zoo, SeaWorld San Diego, Legoland, Safari Park, The Old Town Trolley and Disneyland. (Discounts are subject to change and are not available for Group events).

Taxes-- State and Local Taxes and Fees on room night currently: 11.56 % (Taxes subject to change)

Net rates are based on one to two people per room; extra person charge is \$25 per room per night. Children aged eighteen (18) and younger stay free of charge when sharing adult room.

Check-in time is 4:00 pm and check-out time is 12:00 pm.

Seasonal Changes: Reservations that overlap seasonal dates will be billed at the applicable rate for each date of the stay.

Features Exhibit

Attached hereto and fully incorporated herein as Exhibit “A”, please find a description of various features of our Resort, and general Resort information.

Reservations Procedures

Reservations must be confirmed directly by Operator with the Resort by e-mail to delfit@hoteldel.com.

Room Nights Allocated to Operator:

All room nights (up to a maximum of 29), will be based on a FREE SELL basis. All reservations must be reported daily to delfit@hoteldel.com to ensure accurate reporting of inventory. After a stop sell is issued, the maximum rooms allowed to be booked is two and these must be reported within 1 business day of receipt of the stop sell. Blackout dates and stop sells will be issued for updates as inventory changes.

All vouchers provided by Operator must include taxes and applicable Automatic Daily Resort Charge thereon unless otherwise agreed in writing, signed by Operator and the Resort, no later than 30 days prior to a guest’s arrival. Operator is required to return a sample voucher with this contract.

Restrictions:

3 night minimum length of stay:

JULY 1-2-3

JULY 20-21-22

Other blackout dates and minimum lengths of stay will be advised at a later time

Cancellation Charges:**LOW AND SHOULDER SEASON:**

Cancellations of Individual Reservations must be phoned in, faxed, or e-mailed to the Reservations Department no later than 72 hours prior to arrival.

HIGH SEASON:

Cancellations of Individual Reservations must be phoned in, faxed, or e-mailed to the Reservations Department no later than 7 days prior to arrival.

If reservations are not canceled within this period, and are canceled subsequently and/or the guest does not arrive and utilize the room night, Operator agrees to pay as liquidated damages, and not as a penalty, a charge of two night's room and taxes per canceled or no-show guest. If a canceled or no-show guest was scheduled to stay only one night, then only one night's room and taxes will be charged to the Operator.

Voucherless Check-in:

All reservations are considered guaranteed once confirmation is issued.

Indemnification:

The Operator shall indemnify, defend and hold harmless KSL HdC 2012 Management II, LLC and Hotel del Coronado, LP and their officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") (i) arising out of or caused by the Operator's acts, omissions, fault and/or negligence and/or its members', agents', employees', or independent contractors' negligence in connection with the use of the Resort facilities, or by the Operator's failure to comply with any laws, statutes, ordinances, codes or regulations, and/or (ii) with respect to Operator, arising out of or related to (a) any claim that Operator's use of any Content, after notice from Resort that such Content should be removed, infringes or violates any third party's copyright, patent, trade secret, trademark, or other intellectual property or proprietary rights; (b) any claim that Operator's websites or any of its web pages (including any portion of the content thereof) violates any applicable foreign, United States federal, state or local laws, regulations or statutes or infringes or violates any third party's copyright, patent, trade secret, trademark, or other intellectual property or proprietary rights; (c) any claim that the Content once modified or combined with other works by Operator infringes or violates any third party's copyright, patent, trade secret, trademark or other intellectual property or proprietary rights; and/or (d) any claim arising out of the conduct of Operator's business including, but not limited to, claims of antitrust violations, deceptive trade practices, and tax law violations, and/or (iii) connected or caused in any way with a failure by the Group to disclose to and inform attendees of the Automatic Daily Resort Charge (and applicable taxes thereon) or other automatic charges, no matter by whom asserted. The Operator shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

Resort shall indemnify, defend and hold harmless Operator and its officers, directors, partners, agents, members, managers and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Resort's negligence in connection with the provision of services, except to the extent and percentage attributable to the Operator's or its members', agents', employees' or contractors' negligence. Resort shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

The Resort shall not be liable to Operator for any damages, losses or injuries to persons, guests, customers or property of Operator or its guests and/or customers which may be caused by the acts, negligence, omissions or faults of any persons, firms or corporations except when such injury, loss or damage results from negligence of Resort, its agents or employees.

Payment:

If direct-bill is requested, a credit application must be completed and approved by the Resort Credit Manager. Direct bill

will only be accepted if credit has been approved *and* remains approved at the time a guest arrives. Any operator that does not have pre-approved credit or whose credit does not remain approved must completely prepay all reservations 30 days prior to guest's arrival, including taxes, and the Automatic Daily Resort Charge and applicable taxes thereon. Prepayment must be made by company check, credit Card or direct deposit made payable to the Hotel del Coronado.

All payments are due immediately upon receipt of invoice, and should be made payable to the Hotel del Coronado. Payment may not be delayed pending any inquiries or billing challenges. All payments which are not received within 30 days of billing date shall bear interest, commencing on the billing date, at 1.5% per month, if permissible by law, or the highest rate permissible by law. The Resort reserves the right to change operator's existing method of payment. Should the Resort, in its sole discretion, deem collection action to be necessary, Operator shall be responsible for all costs and expenses, including attorneys' fees, incurred in conjunction with such collection action.

Unless otherwise agreed, all incidentals will be billed directly to each guest. In order to be able to access the ancillary services of the Resort, each guest will be required to present a valid credit card upon check-in, on which an amount of sufficient pre-authorization can be obtained to cover the anticipated use of the Resort's ancillary services, and we require each guest's home/business address and e-mail address. Each guest must settle his or her account in full upon departure.

Guests will be responsible for the cost (including applicable taxes) of any upgrade they request. The price will be based on the difference in the rack rate of the unit types requested.

Group Bookings:

For group bookings of thirty (30) total room nights or more, net rates provided herein are not valid. Group rates are available upon request, by emailing the Leisure Sales Department at cderoche@hoteldel.com.

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Additional Terms and Conditions:

Operator may never assume participation in any co-op advertising or brochure without prior written approval from the Resort's Leisure Sales Department.

Logo: The Operator shall not use the name, trademark or logo or any other proprietary designation of the Resort in any advertising or promotional material without the prior written permission of the Resort. Operator shall comply with the terms and conditions required by the Resort for such use.

Hotel del Coronado reserves the right to proof ALL photography and copy used in any brochure or tariff. A proof of all copy and photography must be submitted to the Leisure Sales Department prior to the printing and distribution of brochure and/or advertising.

Once a booking has been confirmed and unit type verified to the Operator, no complimentary upgrades will be given by the Resort.

Policy on Minors:

(1) Where a minor unaccompanied by an adult seeks accommodations, Hotel may require a parent or guardian of the minor, or another responsible adult, to assume, in writing, full liability for any and all proper charges and other obligations incurred by the minor for accommodations, food and beverages, and other services provided by or through the Hotel, as well as for any and all injuries or damage caused by the minor to any person or property.

(2) Where a minor is accompanied by an adult, Hotel may require the adult to agree, in writing, not to leave any minor 12 years of age or younger unattended on the Hotel's premises at any time during their stay, and to control the minor's behavior during their stay so as to preserve the peace and quiet of the Hotel's other guests and to prevent any injury to any person and damage to any property.

Operator may not, in any printed materials or in any other manner, state anything contrary to the Minor Policy herein.

Assignment:

Operator may not assign any benefits arising under or associated in any way with this contract without prior written consent of Resort. Operator may not sell, assign or convey the room nights which are the subject of this contract to any other Operator or place or advertise the rooms for sale on any Internet site.

Force Majeure:

No damages shall be due for a failure of performance occurring due to Acts of God, war, government regulation, riots, disaster, or strikes, any one of which make performance impossible. The Resort shall have no liability for power disruptions of any kind.

Authority:

The persons signing the agreement on behalf of Resort and Operator each warrant that they are authorized to make agreements and to bind their principals to this agreement.

Acceptance:

This Contract shall be deemed accepted only after it has been signed by a representative of the Operator and thereafter signed by a representative of the Resort. Acceptance may be made by facsimile transmission and this contract may be executed in one or more counterparts, each of which when fully executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement.

This Contract is made and to be performed in Coronado, California and shall be governed by and construed in accordance with California law. By executing this agreement, Operator consents to the exercise of personal jurisdiction over it by the courts of the State of California. This Contract is the entire agreement between the parties, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications between the parties, and may only be supplemented or changed in writing, signed by a representative of the Operator and the Resort's General Manager. No representative of the Resort has been or is authorized to make any representation which varies from the express terms of this contract, though this contract may be supplemented or amended in writing. In the event of litigation arising from or associated with this contract, the parties agree that the prevailing party therein shall recover its attorneys' fees and costs incurred therein. Any legal action in connection with this agreement shall be brought or maintained only in the courts of the State of California, and only in San Diego County.

This Contract must be signed and returned to the Resort within thirty days of receipt. The net rates and this Contract will not be valid unless and until countersigned by Resort.

By

Date: 1st August 2017

Simon Hilton
Head of Product USA
Ocean Holidays/ Ocean Beds

By the authorized representative of **KSL HDC 2012 Management II LLC.**, as authorized agent for **Hotel del Coronado, LP, d/b/a Hotel del Coronado:**

Christina Deroche, CTC
Regional Director of Travel Industry Sales
Hotel del Coronado

Date: _____

EXHIBIT “A”
HOTEL DEL CORONADO
WHOLESALE CONTRACT FOR 2018
GENERAL RESORT INFORMATION

Hotel del Coronado, situated along 28 oceanfront acres, is an elegant example of Victorian architecture and is considered one of America’s most beautiful resorts. The Del has become a living legend with visits by celebrities, U.S. presidents and dignitaries from around the world. In fact, publisher Rand McNally credits the Hotel del Coronado as enjoying “more fame and historical significance than perhaps any hotel in North America.”

With almost 365 days of sunshine and an award- winning beachfront location, The Del is the premier West Coast leisure destination for family adventures or romantic getaways. The resort offers a variety of casual and fine dining restaurants overlooking the Pacific Ocean. Guests can enjoy year-round recreation activities including s’mores on the beach, surfing, boating, biking or relaxing poolside or on the beach. There are two swimming pools, spa services, fitness center and over 20 shops and boutiques. The charming island village of Coronado is just outside The Del’s front door and exciting downtown San Diego is only 10 minutes away.

Room Category	Description
VICTORIAN ROOM	Our Victorian Rooms are between 200 and 290 sq. ft. and embody the resort’s unique heritage. Distinct in size and shape, these smaller sized rooms are located in the historic Victorian Building and do not include ocean views. <u>One Queen Bed. No room for a rollaway or a crib. MAXIMUM OCCUPANCY IS TWO PEOPLE.</u>
RESORT ROOM	Our Resort accommodations are medium sized rooms between 290 and 350 sq. ft. and are located throughout the resort. These rooms do not include ocean views. One King or Two Queen Beds in Victorian Building, Ocean Towers or California Cabanas.
COASTAL VIEW	Our Resort accommodations are medium sized rooms between 290 and 350 sq. ft. and are located throughout the resort. These rooms include a limited coastline or horizon view of the Pacific Ocean. One King or Two Queen Beds in Victorian Building, Ocean Towers or California Cabanas.
OCEAN VIEW	Our Resort accommodations are medium sized rooms between 290 and 350 sq. ft. and are located throughout the resort. These rooms include a full ocean view of the Pacific Ocean. One King or Two Queen Beds in Victorian Building, Ocean Towers or California Cabanas.