

# TOUR OPERATOR 2017 – 2018 RATE AGREEMENT HOTEL CATEGORY – LUXURY DELUXE 4 \*ALL-SUITE HOTEL

COMPANY NAME:					
	Ocean Holidays				
ADDRESS:					
	3204 Rolling Oaks Blvd				
CITY/STATE/POSTAL CODE:					
	Kissimmee FL 34747				
CONTACT:		TITLE:			
	Simon Hilton		Head of Product USA		
PHONE:		FAX:			
	407 390 6422 Ext 110		260 454 3058		
EMAIL:					
	Simon.Hilton@ocean-holidays.co.uk				

## **Net Rates Without Tax**

	1-Apr-17	7-Apr-17	23-Apr-17	16-Jun-17	20-Aug-17	1-Oct-17	22-Dec-17	4-Jan-18	16-Mar- 18
ROOM TYPE	6-Apr-17	22-Apr-17	15-Jun-17	19-Aug-17	30-Sep-17	21-Dec-17	3-Jan-18	15-Mar- 18	31-Mar- 18
One Bedroom Suite	\$121	\$171	\$116	\$121	\$105	\$116	\$171	\$116	\$171
Two Bedroom Suite	\$141	\$191	\$136	\$141	\$125	\$136	\$191	\$136	\$191
Two Bedroom Poolview Suite	\$161	\$211	\$156	\$161	\$145	\$156	\$211	\$156	\$211
Family Suite	\$171	\$221	\$166	\$171	\$155	\$166	\$221	\$166	\$221

AREA TAX: 13% (not included in net rate)

Blackout Dates: None apply at time of Contract. Sold out dates will be sent as hotel sells out.

ROOM TYPE	NUMBER OF GUESTS	BEDDING CHOICES		
One Bedroom Suite	1-4 guests (max 2 adults)	King Bed in BR, Queen Sofa Sleeper		
Two Bedroom Suite	1-6 guests (max 4 adults)	King Bed in each BR, Queen Sofa Sleeper		
Two Bedroom Family Suite	1–8 guests (max 6 adults)	King Bed in Master, 2 Double Beds in 2nd BR, Queen Sofa Sleeper Living Room		



#### **ALLOTMENT**

One Bedroom Suite	3 rooms
Two Bedrooms	FREE SELL
Cutoff	7 days prior

**RESORT FEE:** \$15.00 per day, per room (not included in net rate)

Inclusions – Daily newspaper, 2 bottles of spring water, Local calls, Toll free calls, Wireless high speed internet access, Transportation to Disney, On Demand transport to Celebration Town Square, Fitness Center privileges, In room coffee and tea, Self parking.

- \*\* Roundtrip Transport to Seaworld, Universal, Mall of Millenia and Orlando Premium Outlets (@Vineland) is available daily at a small per person charge. \*\*
- \*\* Lake Buena Vista Factory Stores provides roundtrip transport daily to Factory Outlets on SR 535\*\*

**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 one night's room and tax, subject to change.

**CHECK-IN:** 4:00 PM **CHECK –OUT:** 11:00 AM

**CLOSE OUT PROCEDURES:** When needed Melia Orlando Suite Hotel reserves the right to close any dates. The hotel will send a close out by fax or email. We will require the complete rooming list within (48) forty eight hours after the close out is sent. Fax to 407-964-7001 or email to Reservations at reservations.Melia.Orlando@melia.com.

#### Where should we send the close out notification?

Email address	stopsales@ocean-holidays.co.uk
Fax	

**CUT OFF:** 7 days prior to arrival, special requests may be made to reservations.

**CANCELLATIONS:** Cancellation of confirmed reservations will be accepted without penalty if received prior to 72 hours of arrival. Cancellations received within 48 hours of arrival will result in a one (1) night charge of the net rate.

NO-SHOWS: A one (1) night charge of the net rate will apply for those guests who do not show up for their scheduled arrival date.

**EARLY DEPARTURES:** Unless notified prior to or check-in, a one (1) night charge of the net rate will apply for departures that occur earlier than the date specified on the original reservation.

**INCIDENTAL OBLIGATIONS:** At the time of check-in, guest will be required to provide a valid credit card or cash deposit for the estimated incidental room charges while staying at the hotel. If the guest fails to provide the requested credit card or cash deposit, the hotel will not be able to check the guest into the hotel.

**BEDDING:** All One and Two Bedroom suites feature king sized beds in each bedroom. Queen size sofa sleeper are in each living room of the suite. The Family suites feature King Size Bed in one BR and Two Beds in 2<sup>nd</sup> BR with sleeper sofa in living room.

**ROLLAWAY:** Subject to availability at \$15.00 per day. **CRIB:** Subject to availability at no charge

**SELF PARKING:** Provided



**EXTRA PERSONS:** There is a maximum number of guests allowed per suite, four (4) in the one bedroom suite (max of 2 adults) and six (6) in the two bedroom suite (max of 4 adults) and eight (8) in the two bedroom family suite (max 4 adults).

AGE REQUIREMENTS: At least one guest per suite must be at least twenty-one (21) years of age in order to check-in at the hotel.

**PHOTO IDENTIFICATION:** Guest will be required to present valid photo identification at the time of check-in at the hotel. If the guests fail to provide the requested photo ID or in the event the photo ID does not match the name on the reservation the hotel may decide to not allow the guest to check-in to the hotel.

**BAGGAGE HANDLING:** Guests may handle their own bags upon check-in to the hotel or may elect to utilize the hotel's bell services for baggage assistance.

**GROUP REQUESTS:** Group rates are valid for 10 rooms or more per night and are available upon request by contacting hotel sales direct at the hotel, 407-964-7160.

**RESERVATIONS:** Reservations may be emailed to <u>reservations.melia.orlando@melia.com</u> or may be faxed directly to the hotel to Fax Number 407-964-7001.

**PAYMENT:** Unless you have received notification in writing from the Hotel that your credit has been approved, all reservations must be paid in full 30 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. Client pays room and 13% tax. Guest pays incidentals and daily resort charge

**PAYMENT GRID:** Please use the payment grid below to advise Melia Orlando Suite Hotel what you will be responsible to pre pay and identify what the guest is responsible to pay at hotel upon check in.

CHARGES	COMPANY	GUEST
Room (Applicable Rate Applies)	<b>✓</b>	
Tax 13% (Or Exempt)	<b>✓</b>	
Resort Fee (\$15.00 Daily)		<b>√</b>
Incidentals (As Per charges made by guest during stay)		<b>✓</b>
Rollaway (\$15.00 Daily)		<b>✓</b>
Porterage (\$6.00 per person roundtrip)		<b></b>

**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.

RATES VALID FOR PACKAGED TRAVEL ONLY: All rates quoted herein are applicable to: (1) Packages; (2) 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. 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.

**VOUCHERS:** Vouchers are to be presented to the front desk upon check-in. Any arrivals without a voucher will be required to present credit card for potential payment of room charges until a voucher can be obtained. Please return a sample voucher with this contract.

**INDEMNIFICATION:** To the extent permitted by law, you agree to protect, indemnify, defend and hold harmless the hotel and the owner of the hotel, and each of their respective employees and agents 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.

**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 a new owner and/or manager of the Hotel.

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.

**FORCE MAJEURE:** The performance of this agreement by either party is subject to acts of God, government authority, disaster, strikes, civil disorders, acts of war, terrorism or other emergencies, any of which make it illegal or impossible to provide the facilities and/or services for your guests. 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.

**USE OF HOTEL'S TRADEMARKS, ADVERTISING:** Hotel requires inclusion in Client's promotional materials with print copy, electronic media as well as representation by Client in all sales environments. Approval of copy content and photo imagery is required by Hotel.

### **HOTEL CONTACT INFORMATION:**

Contracting: Sabena Choda, International Sales Manager 407-964-7182(p) 407-964-7001(f) <a href="mailto:sabena.choda@melia.com">sabena.choda@melia.com</a> Reservations: Elina Gonzalez 407-964-7165(p) 407-964-7001(f) <a href="mailto:reservations.melia.orlando@melia.com">reservations.melia.orlando@melia.com</a>

Accounts: Valquir Correa 407-964-7168(p) 407-964-7001(f) Valquir.Correa@melia.com

Upon acceptance of the terms of this agreement please return a signed copy at your soonest.

The terms, conditions and provisions set forth above are hereby accepted and agreed to by the undersigned.

Melia Orlando Suite Hotel		OCEAN HOLIDAYS	rs	
Sabena Choda	DATE	Simon Hilton	Nov 21 2016	
International Sales Manager		Head of Product USA		