

F.I.T. ALLOTMENT AND RATE AGREEMENT - (“Agreement”)

COMPANY NAME: Ocean Beds (references to “Company, “you” or “your” throughout the Agreement refer to company listed directly above)	HOTEL NAME: SB Key West Owner VII, L.P..d.b.a. Hilton Garden Inn (references to “Hotel”, “us”, “we” or “our” throughout the Agreement refer to the entity listed directly above)
ADDRESS: Simon Hilton Director of Product USA 3204 Rolling Oaks Blvd Kissimmee, FL 34747	HOTEL CONTACT: Allison Diange 3820 N. Roosevelt Blvd Key West, Fl 33040
ACCOUNT NUMBER:	Hotel Fax: 305-320-0941
Phone: 407-390-6422 ext 6423	Hotel Phone: 305-320-0940
Fax: 260-454-3058	Sales Fax: Sales Phone: 305-928-1095
EFFECTIVE DATES OF AGREEMENT: April 1, 2017 – March 31, 2018	

F.I.T. Net Rates per room (in hotel currency)								
FROM	TO	WEEKEND/DAY	DAILY ALLOTMENT	SGL	DBL	TRPL	QUAD	CUT-OFF/ RELEASE DATE
4/1/17	4/30/17	S, M, T, W	4	225	225	245	265	14 Days
4/1/17	4/30/17	Th, F, Sat	4	255	255	275	295	14 Days
5/1/17	5/31/17	S, M, T, W	8	155	155	175	195	7 Days
5/1/17	5/31/17	Th, F, Sat	8	225	225	245	265	7 Days
6/1/17	7/31/17	S, M, T, W	8	135	135	155	175	7 Days
6/1/17	7/31/17	Th, F, Sat	8	175	175	195	215	7 Days
8/1/17	10/19/17	S, M, T, W	8	135	135	155	175	7 Days
8/1/17	10/19/17	Th, F, Sat	8	175	175	195	215	7 Days
10/20/17	12/31/17	S, M, T, W	8	155	155	175	195	7 Days
10/20/17	12/31/17	Th, F, Sat	8	195	195	215	235	7 Days
1/1/18	1/31/18	S, M, T, W	4	245	245	265	285	14 Days
1/1/18	1/31/18	Th, F, Sat	4	275	275	295	315	14 Days
2/1/18	3/31/18	S, M, T, W	4	265	265	285	305	14 Days
2/1/18	3/31/18	Th, F, Sat	4	295	295	315	335	14 Days

Room Type: Standard King or Standard Queen/Queen

Max Occupancy: 4

The above rates are net non-commissionable and are quoted exclusive of applicable state and local taxes, currently 12.5% and subject to change without notice. Hotel reserves the right to change the rates in case of changes in applicable government taxes, fees or assessments as well as any changes in applicable labor or service charges or fees. There will be no charge for children under the age of (12) traveling with parents and staying in the same room. Local fire safety restrictions govern total room occupancy.

BLACKOUT/PREMIUM RATES:

October 26, 27, 28 2017 (Fantasy Fest) – Premium Rate - \$369.00
November 8-12, 2017 (Powerboat Races) – Premium Rate - \$369.00
December 22, 2017- December 30, 2017 (Christmas) - \$449.00
December 31, 2017 (NYE) - \$649.00 (3 night minimum)
January 1, 2018 (NYD) - \$449.00

Blackout dates are subject to change by the Hotel. The Hotel will provide premium rate calendar in separate addendum.
Please contact this office for last minute availability. We will endeavor to accommodate your request at the best available rate.

ACCOMMODATIONS: Guestrooms are based on Standard Run of House. Bed type is not guaranteed. Hotel will provide you notification within 24 hours of receiving the booking request if a room with two beds is not available for occupancies of 3 or 4 pax.

RESERVATIONS: The hotel reserves the right to reduce the allotment for any future dates.

For reservations, you must fax or email requests to Hrcc_Group_Tour@Hilton.com at least 3 days in advance or your allotment will be released. Rooms over allotment may be available at FIT rate category or at prevailing rates

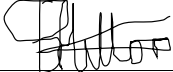
This Agreement is subject to all the terms and conditions set forth on the following page(s) entitled “FIT Allotment and Rate Agreement Terms and Conditions” and the below-referenced “Additional Terms and Conditions.” This Agreement and the terms and conditions on the next page(s) and the Additional Terms and Conditions together constitute 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 parties agree that for purposes of this Agreement and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by email with a scanned document with signature attached or facsimile transmission will be considered as enforceable and valid as an original signature by the party signing. For the avoidance of doubt, emails, including emails that bear an electronic “signature block” identifying the sender, do not constitute signed writings for purposes of this Agreement. 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 Agreement will not be valid and enforceable until a signed copy is returned to the Hotel by July 1, 2016.

ACCEPTED AND AGREED TO:

Ocean Beds

SB Key West Owner VII, L.P..d.b.a. Hilton Garden Inn

By: Allison Diange; Complex Sales Manager

By: 
[sign here]

Name: Simon Hilton
Title: Head of Product
Date: 28th June 2016

By: _____
[sign here]

Name: Allison Diange
Title: Complex Sales Manager
Date:
Billing Contact: Ashley Matthews; amathews@thekeyscollection.com

F.I.T. ALLOTMENT AND RATE AGREEMENT (U.S.A.)

TERMS AND CONDITIONS

DEFINITIONS USED IN THESE TERMS AND CONDITIONS:

Hotel, we, our or us means the legal entity that owns the Hotel, as set forth in the Agreement.

EARLY DEPARTURE FEE: If 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 room & tax, subject to change.

CANCELLATION POLICY: Individual cancellations must be received by 72 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 4:00PM, checkout time is 11:00AM. All times are local Hotel times. All guests arriving before 4:00 PM ☒ will be accommodated as rooms become available OR ☐ may be accommodated as rooms become available provided that such guests elect to pay an early arrival fee (currently, \$ _____). 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.

MUTUAL RESPONSIBILITY REGARDING ACCURACY AND COMMUNICATION OF HOTEL PRODUCT INFORMATION: Hotel agrees to maintain accurate and up-to-date information about the Hotel products submitted to the Company including:

- ❖ Package rates (including applicable taxes);
- ❖ Applicable booking conditions;
- ❖ Cancellation policy;
- ❖ Hotel facilities, touring, transfers, vans, cars and all other operational information; and
- ❖ Anything that affects or will affect the Hotel product in any material way that could be an inconvenience to customers or cause confusion by customers. Examples of this are (without limitation) closure of swimming pools, restaurants or other guest facilities and refurbishment or renovations on or near the Hotel.

You acknowledge and agree that you will effectively and promptly advise prospective guests of the following:

- ❖ Guests must check with the Hotel's cashier to make sure certain all incidentals are paid for prior to departure.
- ❖ The guest room must be vacated no later than 11:00AM on the relevant date of the guest's departure, or such later time as we may establish. Failure by the guest to vacate may incur a late departure charge equal to one night's room & tax being applied to the guest's account, which must be settled by the guest on their departure.
- ❖ All reasonable material information relating to their stay at our Hotel. Such information shall include but not be limited to information about any facilities at the Hotel being unavailable, that building, refurbishment or repair work is taking place at, or near the Hotel, or that other reasons exist why their stay at the Hotel may not be as they anticipated.
- ❖ Hotel and Marriott reserve the right to refuse entry to, and remove any guest from, our Hotel and accommodation at our Hotel if any of our authorized employees considers, in his or her reasonable opinion, that the guest is under the influence of drink or drugs, is unsuitably dressed or is behaving in a threatening, abusive or otherwise unacceptable manner.

BAGGAGE HANDLING FEE: Payment of bag handling/porterage fees is the responsibility of the individual guest. As a guideline, the current fee is \$8.00 per bag. If baggage handling is requested, Company must provide the guest's arrival and departure time.

PAYMENT POLICY: All reservations and other requested services must be prepaid unless a credit account has been previously established. Should credit be established; **ALL reservations must be paid within thirty (30) days.** Failure to adhere to contract will result in future reservations being placed on a prepaid basis. We reserve the right to refuse arrivals, or to bill guests directly if the account is in arrears of 40 days unless prior approval has been agreed. A service fee of 1.5% per month (18% per annum) will be assessed each month thereafter if balance is not paid in full. Should you wish to establish credit, please fill out and return our credit application along with this agreement, signed and dated, and an original voided voucher sample for our records. Direct billing requires approximately two (2) weeks to establish. If reservations are made prior to that time, advance payment will be necessary. We would appreciate three (3) copies of any vouchers you are currently issuing, to be returned with this contract; this will ensure accurate maintenance of our records.

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. **Static rates (not directly connected) may not be used online.** The guest may request additional nights to be added to the guest's package, which may be offered by us to the guest in our discretion at then-available rates.

You and your approved distributors may not offer these package 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 (such as 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 that would permit

Initials: _____

consumers to strip the package down to view hotel room rates separately at any time. We have the right of prior approval for all elements of packages in order to ensure the accuracy of material details and maintenance of the highest level of quality relating to our rooms.

To that end, you agree that: (i) the price of the Hotel rooms will not be visible to the end customer; (ii) the total value of the package is substantially greater than the room only component; (iii) the end customer is not able to purchase the Hotel room without purchasing all the travel elements of the package; and (iv) the Hotel rooms are not packaged with inappropriate items (e.g., city transport card, airport transfer, museum ticket, etc.). **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.**

You acknowledge and agree that this Agreement does not otherwise permit you to sell or re-sell any rooms in Highgate Hotels in any way, or to display any other information about Highgate Hotels or its owned, managed, leased, licensed and/or franchised hotels, including without limitation room prices or terms of distribution. You understand and agree that with respect to any allotment, you would be assisting us by helping us to sell the allotment of rooms that we make available to you and only in the manner described in this Agreement. For clarity, you have no risk of inventory loss if rooms within the allotment are not consumed and paid for by guests booking through your services. You and your approved distributors are not authorized to release these package 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.

MISCELLANEOUS: Internet Keyword Marketing – Wholesaler/FIT Company shall not purchase placement rights for any Hilton Garden Inn Keys Collection service mark or trademark or use any Hilton Garden Inn Keys Collection service mark or trademark in any manner of its advertising, including but not limited to internet and web advertising, without express written consent of Hilton Garden Inn Keys Collection. This includes Pay Per Click for all search engines. **Brand Loyal Marketing** – Wholesaler/FIT Company shall not target, solicit, or otherwise exploit any data to seek or offer business from Hilton Garden Inn Keys Collection brand loyal customers. **Predatory Advertising** – Wholesaler/FIT Company shall not use predatory advertising methods designed to generate traffic from sites for which they have no contractual rights for the online promotion of their products or services. Wholesaler/FIT shall prohibit all websites within its control from utilizing predatory advertising methods. A predatory advertising method is an advertising method that creates or overlays links or banners on websites, spawns browser windows, or utilizes any other method to generate traffic from a website without that web site owner's knowledge, permission, and participation.

TERMINATION: Either party may terminate this Agreement without cause by giving the other party no less than 30 days prior written notice of termination. Either party may terminate this Agreement immediately by giving written notice to the other party if (a) a party becomes insolvent or is subject to external administration, enters into liquidation or enters into a scheme of arrangement with creditors or are otherwise unable to pay their debts as and when they fall due; or (b) a party breaches any material term of this Agreement and does not cure such breach within 15 days following receipt of notice from the non-defaulting party. Notwithstanding any such termination of this Agreement, the rights acquired or obligations incurred by the parties thereto prior to such termination shall not be affected.