



LIGHTHOUSE KEY

8545 West Irlo Bronson Memorial Highway Kissimmee, Florida 34747

Issue Date: June 30, 2016

This letter represents an agreement for the 2017 Net Wholesale Agreement between Lighthouse Key Resort and Spa, Kissimmee, Florida (the Resort) and **Ocean Holidays** (the Wholesaler).

2017 NET WHOLESALE AGREEMENT

Ocean Holidays
3204 Rolling Oaks Blvd
Kissimmee, FL 34747

Contracting: Simon Hilton
Phone Number: 407-390-6424/01144-7464-795-759
Fax Number: 260-454-3058
E-mail: Simon.Hilton@Ocean-Holidays.co.uk

2017 NET RATES

	Max Occ.	01/03/17- 2/28/17	3/1/17 4/16/17	4/17/17 8/13/17	8/14/17 12/22/17	12/23/17 01/02/18
Cutoff/Cancellation		3 Days	7 Days	7 Days	3 Days	7 Days
Two Bedroom/ Two Bath	6	\$139	\$155	\$119	\$109	\$189
Three Bedroom/ Three Bath	8	\$159	\$175	\$139	\$129	\$209
Four Bedroom/ Three Bath	10	\$179	\$195	\$159	\$149	\$229

An additional \$16.00 Per Unit, Per Night Resort Fee Plus 12.5% Tax applies to above rates and Resort Fee.

Promotion:

Stay 6 nights the 7th night is free (consecutives)

Travel Dates:

January 3 - December 22, 2017

CONTACT INFORMATION

Office	Name	Address	City	State	Zip	Phone	Fax
Contracting	Contact: Karen Chen E-mail: kchen@lighthousekeyresort.com	8545 W. Irlo Bronson Memorial Hwy	Kissimmee	FL	34747	321-329-7000 ext. 209	321-329-7025
Reservations	E-mail: bookings@boykin.com	275 Estero Blvd.	Fort Myers Beach	FL	33931	239.463.8624	239.463.1229
Accounting	Contact: Michael Zachmann E-Mail: mzachmann@boykin.com	275 Estero Blvd.	Fort Myers Beach	FL	33931	239.463.8605	239.463.8653

IMPORTANT NOTES

- All rates are quoted in U.S. Dollars.
- All rates quoted are per "condo" per night.
- No pets permitted in guest accommodation or on property.
- No charge for use of Pak-N-Play (one per condo, per night).
- CHECK-IN after 4:00 pm., CHECK-OUT prior to 11:00 am.
- Rollaway not available.
- Minimum check in age is 21.
- Reservations that cross seasonal trend dates will be billed at the prevailing date rate. The net rate will increase or decrease on the date specified on this contract.

MARKETING

In an effort to maintain rate integrity in the market place, we require that any rate promoted over the Internet should reflect an appropriate mark-up so that the rates promoted will compare to those featured in the traditional wholesale brochures. In the event that the rates promoted over the Internet are deemed by the Resort to be too deeply discounted, we reserve the right not to honor those bookings and to discontinue the Resort/Wholesaler relationship immediately.

Wholesaler hereby covenants and agrees not to use the name of Hotel, or any variation thereof, or other logotypes, trademarks, service marks, trade names or other intellectual property now or hereafter used by Hotel or its affiliates, subsidiaries, hotels or their owners, and shall not use any "scumware", "spyware", search word preference or any other service that results in Wholesaler being referenced in regard to Internet searches for such marks, attracts Internet users to its web sites, call centers or other services, or otherwise use any such marks, directly or indirectly, in any way in connection with any of Wholesaler's business or operations without the prior written approval of the Hotel and, in the event of such approval, only in the manner and at such times as shall be prescribed in such approval. Notwithstanding the foregoing, Hotel hereby gives Wholesaler and Wholesaler Parties the right, solely for the purposes of marketing and obtaining reservations for Hotel's properties under this Agreement, to use the name of Hotel, subject to Hotel's right to disapprove particular uses by providing written notice (including e-mail) to Wholesaler.

TAXES AND SERVICE CHARGES (ADD TO NET RATES)

Taxes are subject to change and are not included in the above net rate. Add 12.5% State/County sales tax to daily room rate. Tax must be included with room rate.

A resort fee of \$16.00 per unit, per day, must be collected by the Wholesaler at the time of booking and paid to Resort. Resort fee includes; two bottles of premium water (per reservation), access to the fitness center, billiards room, theater, business center, in-room and public area wireless internet access, swimming pool, pool towels, unlimited domestic long distance/ local/800 phone calls, in-room safety deposit box. Complimentary receiving and handling of packages prior to and during stay, complimentary parking and complimentary transportation to theme parks (all Disney parks, Sea World, and Universal Studios)

\$16.00 Per Room, Per Night, Resort Fee Plus 12.5% Tax is due on all nights.

MINIMUM STAY

Five night minimum stay is required during holiday season dates: 12/23/16-01/02/17

ROOM CATEGORY DESCRIPTIONS

Two Bedroom/Two Bath

Features a King master suite and a second bedroom with twin trundle beds, TVs in both bedrooms, a living area with a 42" Plasma TV, DVD player and sleeper sofa - plus complimentary high speed Wi-Fi Internet access, a fully equipped kitchen, washer/dryer, private patio and more! Maximum occupancy of 6 people per condo. (1162 sq ft/108 sq meters)

Three Bedroom/Three Bath

Features Two master suites with King bed and a third bedroom with a twin trundle bed, TVs in all bedrooms, a spacious living/dining area with a 42" Plasma TV, DVD player and sleeper sofa - plus complimentary high speed Wi-Fi Internet

access, a fully equipped kitchen, washer/dryer, private patio and more! Maximum occupancy of 8 people per condo. (1840 to 1937 sq ft/171 to 180 sq meters)

Four Bedroom/Three Bath

The four bedroom condo features two king master suites, a third bedroom with queen bed and a fourth bedroom with Twin trundle beds, all bedrooms with TVs. The four bedroom condo also includes a spacious living/dining area with a 42" Plasma TV, DVD player and sleeper sofa - plus complimentary high speed Wi-Fi Internet access, a fully equipped kitchen, private patio and more! Maximum occupancy of 10 people per condo. (2189 sq ft/203 sq meters).

BOOKING PROCEDURES

- Any rooms required after the cut-off date has been reached will be on a request, space available basis.
- Should the need arise at any time prior to the cut-off date; the Resort reserves the right to close out a rate category. In all such instances, the Wholesaler will be asked to forward the names and dates for all rooms sold during said period within forty-eight (48) hours of written notification (excluding weekends). All rooms reported on FINAL MANIFEST are considered guaranteed and payment is expected in full. All rooming lists should be sent via fax to 239.463.1229 or bookings@boykin.com
- All vouchers provided by Wholesaler must include tax unless previous arrangements have been negotiated. A sample voucher, if applicable, must be returned with this contract.

CANCELLATION AND NO SHOW POLICY

Cancellation of confirmed reservations will be accepted without penalty if received prior to cut off date, less 12 hours for those bookings made on cut off date. There will be one (1) night's room revenue (net) charged to the Wholesaler for cancellations outside the proscribed cancellation period. "No-shows" will be charged to the Wholesaler at the rate of one (1) night room revenue (net). Unless notified prior to, or at check-in, a one (1) night penalty will apply to departures that occur earlier than the date specified on the original reservation.

GROUP RESERVATIONS

Net rates provided herein are **NOT VALID** for group bookings. A group booking is ten (10) or more rooms. Group rates are available upon request.

PAYMENT PROCEDURES

- Full prepayment for all reservations must be received for the first thirty (30) days of this agreement or all reservations will cancel. Payment must be received prior to guest arrival. Checks Should be made out to the Resort and forwarded to :

Lighthouse Key Resort and Spa
Attention: Karen Chen
8545 W. Irlo Bronson Memorial Hwy
Kissimmee, FL 34747
- The Resort has credit privileges **pending review.**
- When approved. The Resort will invoice Wholesaler net rates, resort fee and taxes. The resort will provide supporting documentation along with a copy of guest voucher (if applicable), upon request. Guest is responsible for all incidental charges. Wholesaler is responsible for communicating this to guest. All invoices are presented, and shall be paid, in US dollars only, due and payable upon receipt. Payment may be made wire transfer; sender is responsible for all fees. Only payments made payable to the Resort and forwarded to the Accounting Office that are immediately negotiable through a U.S. Clearing House Bank will be accepted. **Payments not received within thirty (30) days from the date of invoices may result in the cancellation of this agreement.**


Lighthouse Key Resort and Spa
Attention: Karen Chen
8545 W. Irlo Bronson Memorial Hwy
Kissimmee, FL 34747

OPERATING TERMS AND CONDITIONS

- The Resort shall be excused for the period with respect to the performance of any of the terms, covenants and conditions of this agreement when prevented from doing so by Force Major which shall include, without limitations, all labor disputes, government regulations or controls, fire or other casualty, inability to obtain any materials or services, or acts of God.
- This agreement shall not be binding upon the Resort unless properly signed and returned to your Resort Representative at the Contracting Office. This agreement **MUST** be signed by an authorized agent of the Wholesaler, **and returned within 30 days of the issue date of this agreement**, acknowledging your full acceptance of all terms and conditions contained herein.

I, THE UNDERSIGNED, ACTING AS REPRESENTATIVE FOR THE WHOLESALER, FULLY UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

SIGNED ON BEHALF OF:

Ocean Beds	4th July 2016
_____ Company	_____ Date
 _____ Signature	_____ Simon Hilton Name
_____ Head of Product	
_____ Title	

ACCEPTED ON BEHALF OF THE RESORT BY:

<u>Lighthouse Key Resort and Spa</u>	
_____ Company	_____ Date
_____ Signature	<u>Karen Chen</u> Name
<u>Sales Manager</u>	
_____ Title	