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**NEGOTIATED RATES FOR WHOLESALE  
PERIOD: 01<sup>st</sup> January 2018 to 31<sup>st</sup> December 2018**

Dear Partners,

We have attached the contracted rates for the Palm Spring Insein for your perusal and acceptance.

Kindly return the duly signed copy of the contract on or before 17<sup>th</sup> January 2018 failing which, the contract offer will be withdrawn for further negotiations.

If you require further information or assistance, please do not hesitate to contact us.

Sincerely yours,

**Sales and Marketing Department  
Palm Spring Hotel Insein**

Hotel: \_\_\_\_\_  
Business Partner: \_\_\_\_\_

## CONTRACT FOR NEGOTIATED RATES FOR WHOLESALE

**LLC** (trading as Palm Spring Insein known herein as "Hotel" or "Resort") is pleased to appoint **Asia Expeditions Travels & Tours Co., Ltd** known herein as the "Business Partner" or "Agency") for the marketing and sale of room nights to clients residing **worldwide** for the period of 01<sup>st</sup> January 2018 to 31<sup>st</sup> December 2018.

Subject to the Business Partner's acceptance of the terms and conditions herein, the Business Partner shall market and promote the Hotel as a top tier resort destination to its clients. The following rates, terms and conditions shall apply between the Hotel and the Business Partner and may not be varied without the prior written agreement of the Hotel, except as provided for expressly herein.

### NEGOTIATED RATES

Room Category		Luxury Suite 680Sq Ft	Junior Luxury Suite 810Sq Ft	Executive Deluxe 410Sq Ft	Studio Deluxe 320Sq Ft	Superior 300Sq Ft
Season	Date					
High	01 <sup>st</sup> January 2018 to 30 <sup>th</sup> April 2018 01 <sup>st</sup> October 2018 to 31 <sup>st</sup> December 2018	272	222	172	122	72
Low	01 <sup>st</sup> May 2018 to 30 <sup>th</sup> September 2018	265	215	165	115	65

**Above rates are on BB basis and expressed in USD (United State Dollar's)**

### SUPPLEMENT RATES APPLICABLE

Supplement	Applicable for	Charge per person, per night
<b>Extra Person/ Extra Bed</b>	Adult and Child above 09 yrs old	USD 30
	Child from 06 yrs to 09 yrs old	USD 15
	Child below 06 yrs old	Free of Charge

### SPECIAL OFFERS APPLICABLE

<b>1. Early Bird Offer</b>
A 10% discount will be offered to all bookings made from Sixty (60) days prior to arrival. <b>(10% service charge and 05% commercial tax will be deducted before any discount is applied to the rate)</b> Discount is applicable based on the above rate table for single/double occupancy on breakfast only.
<b>2. Children go free</b>
Children below six years old stay for free inclusive of an extra bed, on request and subject to availability, respecting the maximum occupancy as described in this contract. Applicable for bookings on BB basis.

### BED & BREAKFAST INCLUSIONS

Daily international breakfast for (2) persons  
Non-alcoholic welcome drink upon arrival  
Service charge and tax  
Free Wifi  
Communal Swimming Pool  
Gym

### RATES TERMS & CONDITIONS

All rates listed above are quoted in United State Dollar currency (USD) for single/double occupancy and are per room, per night inclusive of breakfast, 10% service charge and 05% commercial tax.  
The above rates are valid for individual leisure travel only for up to 05 Rooms.  
Should a reservation start in one season and the stay will overlap in another season, then the corresponding rate for each season will apply.

Hotel: \_\_\_\_\_  
Business Partner: \_\_\_\_\_

The above rates are confidential.

### OCCUPANTS PERMITTED

Room Types	Occupants Permitted
<b>Luxury Suite</b>	2 adults& 2 children below the age of 06 years (no extra person charge) or 3 adults only (extra 3 <sup>rd</sup> person charge applies).
<b>Junior Luxury Suite</b>	2 adults & 2 children below the age of 06 years (no extra person charge) or 4 adults only.
<b>Executive Deluxe</b>	2 adults& 2 children below the age of 06 years (no extra person charge) or 3 adults only (extra 3 <sup>rd</sup> person charge applies).
<b>Studio Deluxe</b>	2 adults &2 children below the age of 06 years (no extra person charge) or 3 adults only (extra 3 <sup>rd</sup> person charge applies).
<b>Superior</b>	2 adults Only

### EXTRA PERSON SURCHARGE/EXTRA BED CHARGES

Extra bed can be arranged at USD 30 NET per extra bed per night

Extra beds are subject to availability at the time of confirmation by or upon request at the Property.

Children below six(06) years of age stay free inclusive of an extra bed on request and subject to availability.

Baby cots are on request and subject to availability as well.

For purposes of determining occupancy allowance and extra person surcharges, a child is defined as being below the age of six (06) years.

### SERVICE CHARGE

The negotiated rates are inclusive of the applicable service charge and commercial tax, currently at 10% and 05% respectively, are known herein as "Nett", and are subject to change accordingly to legislature. In the event of changes to the service charge and/or commercial tax or the introduction of any additional fees, the rates will be adjusted accordingly subject to the Hotel giving the Business Partner notice as and when notified by legislature.

### BEDDING

Room Types	Bedding Type
<b>Luxury Suite &amp; Junior Luxury Suite</b>	<b>Double Bed</b>
<b>Executive Deluxe</b>	<b>2 Double and 11 Twins</b>
<b>Studio Deluxe</b>	<b>2 Double and 4 Twins</b>
<b>Superior</b>	<b>13 Double and 11 Twins</b>

### CHILDREN

All guests with accompanying child/children below the age of six (06) years old shall undertake to complete the Liability Disclaimer Form upon check in at the Hotel. All other prevailing terms and conditions at the Hotel shall apply to the guests during their stay.

### Airport Transfer

To/From Yangon International Airport is available by Alphard (V6) at USD 25 per car per way, up to 7 persons. Passenger Van is also available at USD 35 per van per way, up to 14 persons. Rates are inclusive of service charge and prevailing taxes.

### RESERVATIONS

For telephone enquiries, please dial **+95-1 646467/ +95-1 646468**

For reservations, you may send your request directly to the Hotel via email to [palmspring.resort12@gmail.com](mailto:palmspring.resort12@gmail.com) or facsimile to **+95-1 646462**

Hotel: \_\_\_\_\_  
Business Partner: \_\_\_\_\_

All reservations are subject to availability unless a room allotment has been agreed herein. The Business Partner shall not confirm to its clients any reservations made until it receives the written confirmation from the Hotel. Reservations shall not be binding on the Hotel until the Hotel has made a firm room allotment and the aforesaid acceptance and confirmation has been received from the Hotel.

The Hotel shall be entitled to reject any reservations made by the Business Partner not at the prevailing rates of the Hotel at any given time. The Hotel assumes no liability to the Business Partner or to its clients or any third party in respect of any rejection or decision not to confirm an allotment.

### ACCEPTANCE OF CONTRACT

Kindly return a signed copy on or before **17<sup>th</sup> January 2018** for our onward recording and activation.

Signed for and on behalf of:

Signed for and on behalf of:



Signature  
Name: Eric @ Kyaw Thu Aung  
Title: Operation Manager  
Date: 26.Dec.2017

Signature  
Name:  
Title:  
Date:

Signed for and on behalf of:

Signature  
Name:  
Title:  
Date:

Hotel: \_\_\_\_\_  
Business Partner: \_\_\_\_\_

## **GENERAL TERMS & CONDITIONS**

### **CHECK-IN AND CHECKOUT TIMES**

Check in time is 14:00hrs (local Myanmar time) and check out time is 12:00hrs(local time).The rooms confirmed as reserved will be available for occupation by the guest at the check in time on the date of arrival until check out time on the date of departure.

### **EXTENDED CHECKOUT**

The Hotel may allow an extended checkout subject to room availability and the following charges (unless specified otherwise in writing by the Hotel) shall apply:

	<b><u>Room used from 12:00 to 18:00 hours</u></b>	<b><u>Room used beyond 18:00 hours</u></b>
For pre-booked bookings	50% of contract rate	100% of contract rate
On arrival on guest request	50% of Best Available Rate	100% of Best Available Rate

In the event that the late checkout cannot be extended in the room that the guests are staying in, at the Hotel shall reserve the right to make the alternative arrangements subject to room availability. That is, the benefit may still be extended at the prevailing rates of the applicable accommodation type. Notwithstanding the foregoing, the Hotel reserves the sole right and discretion to grant any guest a late check out at no charge.

### **CANCELLATIONS**

The Business Partner shall notify the Hotel in writing of any cancellation or changes to the confirmed reservations subject to the following:

Cancellations made within 7 to 15 days prior to arrival will be subject to a charge of 20% of the entire stay.

Cancellations made within 3 to 6 days prior to arrival will be subject to a charge of 50% of the entire stay.

Cancellations made within 2 day prior to arrival will be subject to a charge of 100% of the entire stay.

Cancellations of other confirmed arrangements must be advised 48 hours in advance to cancel free of charge and less that 48 hours request will be subject to a charge of 100% of the confirmed arrangements.

### **NO-SHOWS**

In the event of a no-show 100% of the total rate of the confirmed room nights (including meal plans, if any) for the entire length of stay shall be chargeable to the Business Partner.

### **SHORT STAYS / EARLY DEPARTURE**

No refund will be made for any short stays and the entire duration of stay shall be chargeable to the Business Partner.

### **DEPOSITS**

Upon booking confirmation you will be charged with 20% of the confirmed room rate.

(Such paid deposit will not be refunded for any changes or cancellation made within 15 days prior to arrival date)

### **PAYMENT TERMS**

The Hotel shall, at its sole discretion, require the Business Partner to pay in accordance with any one of the following payment terms:

#### **Full Pre-payment**

All bookings is required at least seven (7) days before the guests' arrival, otherwise the rooms not guaranteed by full pre-payment will be automatically cancelled and released by the Hotel;

Hotel: \_\_\_\_\_  
Business Partner: \_\_\_\_\_

In the event of incorrect billing or disputed totals, a grace period of seven (7) days is extended from the date of payment due to facilitate collaboration and subsequent settlement. The Business Partner shall advise the Hotel immediately of such claimed billing irregularities.

The Business Partner shall pay all sums due and payable under this agreement without any discount, demand, deduction or set-off whatsoever.

## **DIRECT BOOKINGS**

The negotiated rates are applicable for reservations made by the Business Partner only.

## **BUSINESS PARTNER'S OBLIGATIONS**

During the term of this agreement, the Business Partner undertakes and agrees to the following:

The rates under this agreement are strictly confidential and shall not be disclosed to any third party including without limitation publication in tariff listings or to source market operators without the express written consent of the Hotel.

The Hotel shall be entitled to take such action and apply for such interim relief or interlocutory injunction as it deems fit to prevent the disclosure or publication of the same in the breach of this agreement or to preserve its confidentiality.

In the event the Business Partner the resells consigns or otherwise transacts with any other third party travel agents for the negotiated rates (to be marked-up accordingly), the Business Partner remains at all times directly and primarily responsible for (a) such reservations and confirmation of the same (b) all acts and omissions of such third party travel agents and (c) ensuring that any and all third party travel agents to fully comply with the terms and conditions of this agreement.

## **INDEMNITY**

During the term of this agreement, the Business Partner agrees with the Hotel to indemnify and keep indemnified and to hold harmless the Hotel from and against any and all loss, damage, expenses, claims or liability (whether criminal or civil) suffered (and including, without limitation, legal fees and costs incurred) by the Hotel resulting from a breach of this agreement by the Business Partner including (a) any act, neglect or default of the Business Partner and its employees and agents and/or (b) any breach in respect of any matter arising out of this agreement resulting in the successful claim by any third party.

## **EXCLUSION OF LIABILITY**

The Hotel assumes no liability to the Business Partner or its clients arising out of or in connection with any agreement, reservations, bookings, arrangements, representations or communications between the Business Partner and its clients. Nothing herein shall be deemed to create a contract between the Hotel and the Business Partner's clients or their client's guests or occupants.

## **FORCE MAJEURE**

If, for any reason beyond the control of the Hotel, including without limitation the generality of the following: any act of God, fire, floods, landslides, explosions, war, rebellion, riots, civil commotions, strikes or labour stoppages, act of public enemies, embargoes, epidemics, accidents or mechanical failures, refusal, act of government including suspension or cancellation by any government authority of any licenses, permits or authorization which the Hotel has need of to operate or any other event beyond the reasonable control of the Hotel, the Hotel shall not have any liability to the Business Partner or its guest(s) for any failure, default or delay in the performance of this agreement.

## **INTELLECTUAL PROPERTY RIGHTS**

The Business Partner acknowledges that the trademark, trade name, service mark or copyrights associated with the names "Palm Spring Hotel Insein" and the "Palm Spring Hotel Insein" logo, together with all rights in any and all slogans, derivations, trade secrets, know-how and all other proprietary rights associated with those names and the logo (collectively referred to as the "Trademarks") are the exclusive property of the Resort and its licensors and undertakes:

That nothing in this agreement gives the Business Partner any claim to or rights in respect of the Trademarks.

Hotel: \_\_\_\_\_  
Business Partner: \_\_\_\_\_

Not use the Trademarks as all or part of its legal name or any trade or assumed name under which the Business Partner does business.

To obtain the Hotel's consent before publishing any advertising materials or implementing any advertising programs of its own which may mention the Palm Spring Insein Hotel name or include the use of the Trademarks.

To procure that none of its employees or agents including third party travel agents infringes on the Trademarks or uses the Trademarks without the prior written approval of the Hotel.

To immediately inform the Hotel if the Business Partner has notice of any potential trademark infringement by any of its employees or agents including third party travel agents

To assist the Hotel and/or its licensors in the enforcement of its rights against any Trademark infringers.

## **TERMINATION OF CONTRACT**

Either party may terminate this agreement in writing and without forfeiture in any form by giving a thirty-day (30) notice in the event of the following:

If the Agency enters into bankruptcy of liquidation whether compulsorily or voluntarily (otherwise than for the purposes of amalgamation or reconstruction) or compounds with notice of or relating to bankruptcy or liquidation proceedings or if execution is levied against any of the assets of the Agency

If the Hotel cannot operate properly or at all due to fire, storm, typhoon, earthquake or war, explosion, bombing, civil commotion, riot, disturbance or political unrest or any other circumstances(s) events(s) or other force, condition(s) beyond its control or its license to operate as a hotel is revoked, cancelled or suspended in any way.

Upon any change in the composition or (in the case of an Agency) ownership of the Agency;

Upon the Agency misusing any of the information on guests of the Hotel to compile mailing or other lists or to charge corporate travelers as any other category under Clause above.

## **VARIATION & AMENDMENTS**

Except where expressly provided for in this agreement, no modification, amendment or variation of this agreement shall be effective or binding unless agreed by the parties mutually in writing. Any such written modification, amendment or variation shall be deemed to be a part of the agreement.

## **CONFIDENTIALITY**

The Business Partner shall ensure that the terms and conditions of this agreement including the rates herein are kept strictly confidential and will not disclose the same to any third party without the prior written consent of the Hotel. This term shall survive the termination of this agreement.

## **ENTIRE AGREEMENT**

This agreement constitutes the entire agreement (including any written amendments and variations issued by the Hotel from time to time) between the parties and supersedes all previous communications, understandings, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of this agreement. There are no collateral agreements or precedent representations, agreements warranties or conditions except as specifically set forth herein.

Hotel: \_\_\_\_\_  
Business Partner: \_\_\_\_\_