



January 07, 2014

MR. JEM SOLEJON

Operations Manager

VIGATTIN TOURISM, INC.

Unit 402 Pacific Corporate Center

131 West Ave. Bgy Bungad, Quezon City

TN: (02) 9452568

FN: (02) 4143972

Dear Mr. Solejon;

Greetings from **Sol Marina Boracay!**

We are pleased to submit to you our contracted rates valid upon signing of contract from **October 13, 2013 until March 31, 2015**. Please note that we have made some adjustments in our room type and rate structures in anticipation of the completion of our newly developed Sol Marina Resort Boracay. Rates as follows:

SOL MARINA RESORT RATES - 55 ROOMS

Note: Rates are subject to change without prior notice

Published Rates					
Type of Room	# of Rooms	Published Rates	Low Season	High Season	Peak Season
Deluxe Garden	31	9,000.00	4,200.00	4,550.00	7,000.00
Deluxe Ocean	16	10,000.00	4,800.00	5,200.00	8,000.00
Suite Ocean	8	14,000.00	7,200.00	7,800.00	12,000.00
Extra Bed		1,500.00	1,500.00	1,500.00	1,500.00
Total No. of Rooms	55				

Inclusions per room per night, single or double occupancy:

- Welcome Drink
- Two (2) complimentary bottled water
- Complimentary breakfast for 2 persons, choice of American or Filipino breakfast.
- Complimentary coffee and tea making facilities
- Complimentary Shuttle from the resort to the D'Mall Shopping Center and vice versa every two (2) hours

PERIOD COVERED:

- **LEAN SEASON**
 - June 6, 2013 to October 25, 2013
 - June 6, 2014 to October 25, 2014
- **HIGH SEASON**
 - October 26, 2013 to June 05, 2014
 - October 26, 2014 to June 05, 2014
- **PEAK SEASON**
 - Christmas - Dec. 25, 2013 to Jan. 04, 2014,
 - Chinese New year
 - Jan 30, 2014 to February 04, 2014,
 - February 18, 2015 to February 23, 2015
 - **Holy Week**
 - April 17 to April 20, 2014
 - April 02 to April 05, 2015

GUIDELINES

- All rates are in Philippine Peso. Prices are subject to change without prior notice.
- Rates are per room per night, single or twin sharing, **inclusive of SC and VAT.**
- Children below 11 years old is free of charge. A maximum of two (2) children will be allowed to share the room with the adults.
- Incidentals such as Food and Beverage and other Resort services shall be charged accordingly.
- Other Applicable charges and rates per person, in Philippine Peso are non -commissionable

LAND AND SEA TRANSFER:

	From Caticlan Airport to the Resort	From Kalibo Airport to the Resort
Roundtrip (per pax)	1,200.00	1,600.00
One Way (per pax)	600.00	800.00
Speedboat (RT)	1,200/ pax max of 8 pax	1,600/ pax max of 8 pax
Speedboat for 2 person (OW)	3,500.00	3,500.00
Speedboat for 2 person (RT)	5,500.00	5,500.00

- Extra Persons (3rd person in the room) rate is Php 1,500.00 This includes breakfast.
- Room night extensions will be charged the resort's Walk-In rate, applied to the guest's personal account, and is not commissionable to the Travel Agent/ Tour Operator. Payment will be collected from the guest upon settlement of charges at the resort upon check-out.

TERMS AND CONDITIONS:

- **Purpose of this Contract**
 - The purpose of this contract is to allow the Sol Marina Resort Boracay (SMRB) to establish a non-exclusive contract with our corporate partners which will avail, provide, promote and sell rooms, packages and various services of SMRB.
- **Date of Effectivity**
 - The Contract between **SMRB and VIGATTIN TOURISM INC.** becomes effective AND only if signed by both parties with the company's authorized signatory's signatures on each document page. The signatures

indicate that both parties have fully read and understood all the terms and conditions indicated in this contract.

- A secretary's certificate must be submitted as a document allowing the authorized signatory to sign in behalf of the company's corporation.
- Likewise, the company's articles of incorporation and By-Laws must also be submitted together with a DTI certificate, DOT accreditation (if applicable) and permit to operate.
- **Change/ Addendum to this Contract**
 - Corporate Partners, who want to make adjustments to this contract during the inclusive period, should be aware of the following policies:
 - Changes or additions will be limited to only once during a contract period, depending on the new agreed terms between authorized parties of both companies.
 - When requesting a change, the Corporate Partner shall submit a letter to the SVP requesting the changes to the revised proposal for reconsideration subject to approval.
 - Once approved, these additions or changes become effective when signed by both parties and will form as an addendum attached to the original contract.
- **Ad Hoc Packages of Corporate Partners**
 - Corporate Partners are allowed to come up with their unique packages but must be in accordance with the terms and conditions set in this contract.
 - Note, however, that the FINAL PACKAGE will need prior review by the management
 - Special packages must only be offered to the market once finalized and approved by the SMRB SVP in a written agreement.
- **Published Rates**
 - The Travel Agent / Tour Operator Partner will under no circumstances offer rooms, packages and services at the resort to third parties at rates higher than SMRB's published rates at the time of intended stay at the resort.
 - SMRB will advise the Travel Agent / Tour Operator Partners of any change in the rates/services when this occurs and becomes effective.
- **GIT Booking and Room Concession**
 - For the purpose of this agreement, a group booking shall consist of a minimum of ten (10) full paying rooms booked at the same period for a minimum of one (1) night, and a room concession of 1 deluxe room accommodation (twin sharing) will be extended to the group.
 - GIT Contract Rates apply to group meetings such as conferences, workshops, board meetings, etc.

RESERVATION POLICY:

- All travel agency bookings (FIT/GIT) must be supported by a booking order form to guarantee room reservations / blockings.
- Prior reservation is required and subject to room availability.
- Non-guaranteed reservation shall not be honoured unless guaranteed with 50% deposit payment.
- Guest(s) extension of stay is subject to confirmation and room availability.
- In the event of cancellation or shortened stay of the booking, Manila reservation office shall receive cancellation request letter. However, if it is fully paid, only off-setting will apply.
- Failure to submit a booking order prior to guest check-in would mean the guest will be charged directly based on the resort's published rate.
- SMRB reservation reserves the right to release booking(s) without prior notice if no deposit was made on the set option date.

Reservation Cut-Off Policy (from Date of Reservation to Date of Check-In), Guarantee / Payment Policy

• **Peak Season**

Peak Season	75-60 Days 50% total room charge	Less 60 Days 100% total room charge	
High Season	60-45 Days 1 Night Charge	Less 5 Days 50% total room charge	Less 30 days 100% total room charge
Low Season	Less 7 days 1 Night Charge	47 hours or less 100% total room charge	

TERMS OF PAYMENT:

Peak Season - Full payment of the total billing should be made 90 days prior to guest's arrival

High Season- Full payment of the total billing should be made 45 days prior to guest's arrival

Low Season - Full payment of the total billing should be made 15 days prior to guest's arrival

BILLING ARRANGEMENTS:

Payment should be made on or before option date. We accept cash, credit card, bank deposit payments and manager's check. Please make all payments to: SUMMIT HOTEL AND RESORT SPECIALIST INC.

- For credit card payments, a signed Credit Card Authorization Form must be accomplished, scanned and sent to the Accounting Department via email at accounting@solmarinaresort.com
- For bank deposits, please deposit to Summit Hotel and Resort Specialist, Inc and email the scanned copy of bank validated deposit slip at reservations@solmarinaresort.com

PESO ACCOUNT

Account Name: SUMMIT HOTEL AND RESORT SPECIALIST INC.
Account Number: 7319523177
Account Bank Branch: METROBANK (BORACAY ISLAND, MALAY, AKLAN)

Account Name: SUMMIT HOTEL AND RESORT SPECIALIST INC.
Account Number: 011-01-003556-4
Account Bank Branch: PHILIPPINE BUSINESS BANK (MAKATI, METRO MANILA)

USD ACCOUNT

Account Name: SUMMIT HOTEL AND RESORT SPECIALIST INC.
Account Number: 319-2-319-00402-0
Account Bank Branch: METROBANK (FORT SOUTH OF MARKET, TAGUIG, METRO MANILA)

All requests for amendment or cancellation should be sent to the Resort in writing. Basis of cancellation shall be the date in which the Resort receives the cancellation letter/voucher and not based on the date the letter was made.

All confirmed bookings paid through credit card and requires a refund will be subject to appropriate bank charges and other service fees.

CHECK-IN / CHECK-OUT TIME POLICIES:

- Check-in time is at 2 p.m. Early check-in is subject to actual room availability during actual stay at the resort.
- The confirmation voucher must be presented by the guest at the resort's front office upon check-in.
- Check-out time is at 12 noon. Late check-out is subject to actual room availability during actual stay at the resort.
- All incidentals and other balances must be settled upon check-out.

CONFIDENTIALITY:

Both SMRB and VIGATTIN TOURSIM INC.. agree to keep all information in this agreement, private and confidential.

DISCLAIMER & FORCE MAJEURE:

Sol Marina Resort Boracay shall in its best efforts provide high quality service to the guests. For guests' convenience and guest comfort, the resort extends services such as boat transfers, marine sports activities, various island activities and tours. These activities are contracted to 3rd Parties, but are very carefully selected and evaluated to meet high service standards. It must be noted however that Sol Marina Resort Boracay shall not be liable for any and all claims, demands, suits, actions, rights or causes whatsoever against Sol Marina Resort Boracay for any and all damage, loss, injury, death, accident or liability, actual or contingent, caused to the passenger or his/her property arising out of or attributable to delays, action, inaction, misconduct or negligence of such 3rd parties contracted by the Resort such as airlines, land and sea transport operator, marine sports, activities operator, and others engaged in carrying out additional services for the guests, including but not limited to delays and alterations made in the program or changes in quoted rates.

Moreover, the Sol Marina Resort Boracay shall not be responsible or held liable to or the guests for its failure to abide to the terms of this agreement in case of any fortuitous event, labor dispute or any conditions beyond its control.

The Management / company will not be responsible for any loss, damage or accident that occurs at the resort beyond its control.

Any damage or damages by guest(s) directly or indirectly to the resort shall be for the account of the guest(s).

Pet's firearms and deadly weapons, pyrotechnics, and drugs are strictly prohibited in the resort.

SOL MARINA RESORT BORACAY shall not be held liable for failure to carry out any contracted arrangements which are caused by Acts of God, Labor disputes or condition beyond the Resort's control.

CANCELLATION POLICY:

- Written notice is required for any revisions or cancellations. We do not accept cancellation or modification by text or verbal communication.
- Late cancellation made after the cut-off date will apply fifty (50%) percent of the total contract price for every room reserved.
- For FIT "NO SHOW" will be one (1) night full charge if cancellation was made after the cut-off date.
- A cancellation fee equivalent to 50% of the total amount due shall be required when rooms and or room nights reserved are cancelled or amended (i.e. shortened stay).
- If guest fails to arrive on the expected date and no advice was received by the hotel, a no show equivalent of total room night/s reserved shall be imposed.

TERMINATION OF CONTRACT:

Either of the parties may terminate this contract by sending a written notice if and when one of the parties has proven that there is a breach of contract on any of the terms and conditions.

By signing the conforme below and on the left side of each page of the contract, the tour operator / travel agency's indicates the understanding and acceptance of the above-mentioned terms and conditions, validating the contract between both parties.

Thank you for choosing Sol Marina Resort Boracay as your partner in Boracay Island, Philippines. We look forward to a long and rewarding business relationship.

Sincerely yours,

Prepared by:


Noted by:



MARISA B. ARON
Sales Executive
Mobile No: 0917.8147053
SOL MARINA RESORT, BORACAY

CATHY S. DELA PENA
Director of Sales and Marketing
Mobile No: 0917.5294364
SOL MARINA RESORT, BORACAY

CONFORME:

Signed  For-ERICK JAYSON A. CORREA
MR. JEM SOLEJON
VIGATTIN TOURISM INC.

