

Allegro Cozumel (4 stars)  
Location Cozumel, Mexico  
Reference ALL/AC16S/16/ACOZ1ED16  
Special Offer 1st Edition 2016  
Contract Date 11 Mar '15  
Signed off by:

Currency	US Dollar
Booking Dates	11 Mar '15 to 13 Sep '15
Stay Dates	06 Jan '16 to 31 Jan '17
Price On Arrival	No
Maximum Rooms	0
Completed Stays Only	Yes
Deposit	\$0

Room Types	Meal Basis	Extra Bed Type	Attributes			Occupancy			Adults		Max	Allow	Child Ages		Teen Ages		Alloc.	Rel.
			AR	DF	SR	Min	Std	Max	Min	Max	Children	Infants	From	To	From	To		
1. Superior sup (Garden View gard)	All Inclusive		No	No	No	1	2	4	1	2	2	Yes	2.00	11.99	0	0		5
2. Superior Dive SPDV (Garden View gard)	All Inclusive		No	No	No	1	2	2	1	2	0	No	0	0	0	0		5
3. Superior Premium Supprem (ocean/garden/pool/hotel OGPB)	All Inclusive		No	No	No	1	2	4	1	2	2	Yes	2.00	11.99	0	0		5
4. Superior Premium Dive SPDV1 (ocean/garden/pool/hotel OGPB)	All Inclusive		No	No	No	1	2	2	1	2	0	No	0	0	0	0		5

Room Attributes AR=Adjoining Rooms; DF=Disabled Facilities; SR=Smoking Rooms  
Bed Types for Rooms 1. Superior (gard) - King size, Twin Double; 2. Superior Dive (gard) - King size, Twin Double; 3. Superior Premium (OGPH) - King size, Twin Double; 4. Superior Premium Dive (OGPH) - King size, Twin Double;

Rates

Dates	1. Superior				2. Superior Dive				3. Superior Premium				4. Superior Premium Dive			
	1 Adult pr	2 Adults pr	3 Adults pr	1st Child Rate	2nd Child Rate	1 Adult pr	2 Adults pr	3 Adults pr	1st Child Rate	2nd Child Rate	1 Adult pr	2 Adults pr	3 Adults pr	1st Child Rate	2nd Child Rate	
Notes	ULTIMATE DIVE EXPERIENCE* PROGRAM: • One free single tank boat dive** per day with Pro Dive Mexico (24 hour advance reservations required) • Upgrade to a 2-tank boat dive, or add additional tanks for only \$37 USD per dive • Exclusive check-in/check-out service (9:00am – 5:00pm) • Exclusive "Ultimate Dive Experience" guest ID bracelet • Special Wetsuit Drying Rack in room • Free equipment storage and care at the Dive Shop • Up to 15% discount at the Dive Shop toward apparel and retail items† • Accommodations in a Superior Premium Ultimate Dive Experience Room • 32" Flat Screen TV with DVD player • Includes all meals, snacks and beverages • Multi-media docking station in room • Stocked mini-bar replenished every two days • Free Internet Access Point • Exclusive pool area • Self-service bar (12:00pm – 8:00pm) • Preferential à la carte restaurant reservations • Complimentary afternoon snacks															

1 Adult pr=One Adult per room per night, 2 Adults pr=Two Adults per room per night, 3 Adults pr=Three Adults per room per night, 1st Child Rate=First Child Rate per night, 2nd Child Rate=Second Child Rate per night

Contract Basis

Room Type	Contract Basis
1. Superior	Sell & Report
2. Superior Dive	Sell & Report
3. Superior Premium	On Request
4. Superior Premium Dive	On Request

Supplements

Christmas Eve Gala Dinner					
Room Types	All	Date Range	Adult	Ch.	
Type	Mandatory	24 Dec '16 24 Dec '16	60.00	30.00	
Basis	Per Person Per Night				

New Year's Eve Supplement					
Room Types	All	Date Range	Adult	Ch.	
Type	Mandatory	31 Dec '16 31 Dec '16	80.00	40.00	
Basis	Per Person Per Night				

Min/Max Stays

Rooms	Date Range		Min	Max	Days
2. SPDV	06 Jan '16	22 Dec '16	5	0	All
4. SPDV1	06 Jan '16	22 Dec '16	5	0	All
All	23 Dec '16	05 Jan '17	7	0	All
4. SPDV1	06 Jan '17	31 Jan '17	4	0	All
2. SPDV	06 Jan '17	31 Jan '17	4	0	All

Packages

Ultimate Dive Experience Sharing Non-Diver Package	
Room Types	All Room Types
Description	Ultimate Dive Experience package for those persons sharing a room with a non-diver. All inclusions as per UDE programme.
Booking Dates	11 Mar '15 to
Holiday Length	4+ Nights Stays only
Basis	Per Room Per Night
Date Range	All
06 Jan '16 23 Dec '16	30.00
01 Jan '17 31 Jan '17	30.00

Ultimate Dive Experience Sharing Non-Diver Package	
Room Types	All Room Types
Description	Ultimate Dive Experience package for those persons sharing a room with a non-diver. All inclusions as per UDE programme.
Booking Dates	11 Mar '15 to
Holiday Length	7+ Nights Stays only
Basis	Per Room Per Night
Date Range	All
24 Dec '16 31 Dec '16	30.00

Upgrade to 2-tank boat dive / additional tanks	
Room Types	All Room Types
Booking Dates	11 Mar '15 to
Basis	Per Person Per Night
Date Range	All
06 Jan '16 31 Jan '17	37.00

Payment Terms

Payee Details	
Payee Name	OWM Overseas World Marketing
Bank Name	Citibank, FSB
Bank Address	8750 Doral Blvd Miami Florida USA
Account Name	OWM OVERSEAS WORLD MARKETING, LTD
Account Number	3200301722
Swift Code	CITIUS33
IBAN	266086554
Charge Paid By	Split

Payment Date	Amount Due
21 Days Before Arrival	100.00%

Cancellation Policy

Date Cancelled	Cancellation Charge
Within 3 days of arrival	2 nights

Except for the following Stay Dates:

23 Dec '16 to 05 Jan '17	
Date Cancelled	Cancellation Charge
Within 3 days of arrival	100.00%

23 Mar '16 to 29 Mar '16	
Date Cancelled	Cancellation Charge
Within 3 days of arrival	100.00%

## Allegro Cozumel (4 stars)

### Location

Cozumel, Mexico

### Reference

ALL/AC16S/16/AC0Z1ED16

### Special Offer

1st Edition 2016

### Contract Date

11 Mar '15

### Signed off by:

## Other Information

Terms and Conditions
Ultimate Dive Experience Terms and Conditions: Divers must be PADI certified or equivalent. Minimum 4 night stay required, except for 12/24-12/31 which requires a minimum of 5 night stay. Boat dives are limited to 1 boat dive per day and are personal, non-exchangeable, non-transferable, non-cumulative, and non-refundable. Unused dives expire end of each day and have no cash value. Discounts not applicable toward dive accessories. Rental gear and Marine Park fees not included. Ultimate Dive Experience program is subject to change and can be discontinued or withdrawn at any time without prior notice. Not responsible for errors or omissions. All prices are quoted in U.S. Dollars.

## Addresses

Main	
Address	Kilometro 16.5 Carretera Sur, San Francisco Palancar Cozumel 77600 Mexico
Telephone	0052 987 87 29770
Fax	0052 987 87 29792
Website	www.occidentalhotels.com
Contact	Jose Maria Figuereo
Position	General Manager
Telephone	0052 987 87 29770
Fax	0052 987 87 29792
Email	jmfiguereo@mx.occidentalhotels.com
Accounts	
Address	Overseas World Marketing V.V Parque Industrial Itabo Av Lope de Vega No.19 Santo Domingo Dominican Republic
Telephone	001 809 473 5500
Contact	Rodolfo Limardo
Position	Credit & collection Supervisor
Telephone	809 473 5500
Fax	809 487 5994
Email	paymentdetails@do.occidentalhotels.com

## Addresses

Contracting	
Address	Occidental Hotels and Resorts UK Office Suite C4, Baddow Park Great Baddow Essex CM2 7SY United Kingdom
Telephone	01245 459 900
Fax	01245 462 978
Website	www.occidentalhotels.com
Contact	Greg Armstrong
Position	Account Director
Telephone	01245 459 900
Fax	01245 462 978
Email	greg@resort-marketing.co.uk
Mobile	07739351220
Reservations	
Address	Occidental Hotels & Resorts UK Office Suite C4, Baddow Park Great Baddow Essex CM2 7SY United Kingdom
Telephone	01245 459900
Fax	01245 462978
Contact	Mark Larnar
Position	Reservation Manager
Telephone	01245 459900
Fax	01245 462978
Email	res@resort-marketing.co.uk

## Contract Agreement

### Signed on behalf of the hotel:

Signed:	.....
Name:	.....
Position:	.....
Date:	.....

## Terms And Conditions

**Terms and Conditions apply. See original full contract or apply for a copy of full terms care of RMI. Full terms and conditions apply and form part of this contract.**

1ST EDITION 2016 CONTRACT

This TOUR OPERATOR AGREEMENT (the "Agreement") is made by and between DEANSFIELD, COMPANY LTD., ("DEANSFIELD"), and the Tour Operator appearing at the bottom of this page ("Tour Operator").

## Terms And Conditions

**Terms and Conditions apply. See original full contract or apply for a copy of full terms care of RMI. Full terms and conditions apply and form part of this contract.**

### RECITALS

WHEREAS, DEANSFIELD is the agent and representative of the Hotel Occidental Grand Flamenco Xcaret, located in Mexico, hereto (the "Hotel") for the purpose of marketing the Hotel and contracting with Tour Operators; WHEREAS, Tour Operator is in the business of selling tours to individuals (the "Clients"), Tour Operator desires to have rooms at the Hotel available for booking at pre-determined terms, prices and dates; and DEANSFIELD desires to make rooms available at the Hotel to Tour Operator, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the parties hereby agree as follows:

### ARTICLE 1 - ALLOTMENTS

1.1. DEANSFIELD shall provide Tour Operator with the right to book rooms at the Hotel during the periods, at the prices and for a number of room nights up to the number allotted, all as set forth in Page 2, subject to the terms and conditions of this Agreement.

1.2. Tour Operator shall deliver weekly via facsimile to the Hotel a Sales Report covering a minimum of ninety (90) days from the date of the Sales Report. If this requirement is not followed, then DEANSFIELD shall have the right to reduce and/or cancel the unreserved rooms allotted to Tour Operator, as reasonably determined by DEANSFIELD.

1.3. Group Sales. This Agreement is not applicable to group bookings.

### ARTICLE 2 - RESERVATIONS

2.1. All reservations and reservation changes shall be confirmed in writing by Tour Operator delivering a Rooming List to the Hotel in accordance with the notice provisions of Article 6.4 of this Agreement. Reservations or changes received by other means will not be binding on Hotel or DEANSFIELD.

2.2. Reservations will not be accepted unless made and confirmed in writing by Tour Operator by a specified cut-off date. The cut-off date for any booking will be the date which is the number of days prior to the arrival of Client at the Hotel shown on Page 2.

### ARTICLE 3 - LIMITATIONS OF LIABILITY

3.1. All complaints by Tour Operator, for itself or its Clients, shall be forwarded in writing by Tour Operator or its Clients to the address of the Hotel to the attention of the General Manager of the Hotel for his/her investigation and resolution. All complaints must be received within forty-five (45) days of the departure date of the Client. The Hotel and/or DEANSFIELD shall not be liable or responsible for complaints made after forty five (45) days from the date of departure by the Client. The Hotel shall make reasonable efforts to resolve the complaint in a reasonable time.

3.2. DEANSFIELD and the Hotel shall have no responsibility or liability to Tour Operator or its Clients for any loss, damage, delay or prevention of the completion of any booking resulting from an act of god, seizure under local process, quarantine restrictions, computer failure, fire, fog, volcanic eruption, smog, earthquake, flood, windstorm, weather, mechanical difficulties, riots or civil commotions, strikes, labor stoppage (whether resulting from disputes between the Hotel and its employees, or between other parties), war or any other acts, matter or things, whether or not of a similar nature, which are beyond the control of DEANSFIELD or the Hotel, as the case may be. If the Hotel is not available for a booking or to complete a booking as a result of any of the foregoing force majeure events, the Hotel shall either provide alternative accommodations to the Clients or refund the portion of any payments received with respect to the unused booking.

## Allegro Cozumel (4 stars)

**Location**  
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**Contract Date**  
**Signed off by:**

Cozumel, Mexico  
ALL/AC16S/16/ACQZ1ED16  
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### Terms And Conditions

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3.3. Neither party hereto shall be liable to the other (or to any Client) for economic or consequential damages (including lost profits or savings), or for indirect, special or incidental damages, even if informed of their possibility.

3.4. Tour Operator shall not seek indemnification from DEANSFIELD or the Hotel or seek to hold DEANSFIELD or the Hotel liable (under the terms of this Agreement, another agreement or other applicable law) for any cost, loss, damage or expense (including legal fees) in respect of the claims of any Client or other third party arising out of a booking under this Agreement, unless Tour Operator has given DEANSFIELD or the Hotel prompt written notice of such claim and an opportunity to defend such claim with counsel of its selection. DEANSFIELD and the Hotel will not be liable for any settlement or compensation paid by Tour Operator without the prior written consent of DEANSFIELD or the Hotel.

3.5. In any case of overbooking, the liability of DEANSFIELD and the Hotel shall be limited to provide alternative accommodations to the Client, it being understood that such alternative accommodations shall be of equal or superior standard.

#### ARTICLE 4 - CANCELLATIONS

4.1. DEANSFIELD and the Hotel reserve the right to issue a "Black-Out" notice (also known as a "Stop Sales" notice) for any booking period. Tour Operator shall have forty-eight (48) hours from receipt of a Black-out notice in which to report, in writing, all existing reservations for the dates covered by the notice. Reservation changes or cancellations will not be accepted for periods covered by a Black-Out notice once it becomes effective. DEANSFIELD and the Hotel reserve the right to cancel any reservation for the period covered by a Black-Out notice.

4.2. Tour Operator shall give the Hotel prompt written notice of all cancelled reservations. The Tour Operator shall pay Hotel a cancellation charge equal to one (1) night stay on the all-inclusive plan for any reservation cancelled three (3) days or less prior to the Client arrival date; provided, however, that the cancellation of any reservation falling within the period December 23 to January 3 (both inclusive) shall be subject to a cancellation charge equal to the entire stay.

4.3. With regard to "No Shows" – i.e., Clients who do not arrive and check in at the Hotel on the date specified in the reservation confirmation - Tour Operator will pay Hotel a No-Show charge equal to two (2) nights on the all-inclusive plan.

#### ARTICLE 5 - PAYMENTS

5.1. All confirmed reservations shall be paid in full prior to the Client arrival date. All payments made under this Agreement shall clearly indicate: Client name; Hotel confirmation number; arrival date; departure date; type of room; and the Tour Operator making the booking.

5.2. Notwithstanding Article 5.1., DEANSFIELD extends a credit to the Tour Operator for a period of \_\_\_\_ days upon receipt of invoices under the following conditions, which, in the meantime, assures the credit: (mark with "X" the applicable provision, if any)

☐ Deposit: Under this credit option, the Deposit can be jointly deposited with other accounts of DEANSFIELD. The Deposit will not reflect interests in favour of the Tour Operator. If Tour Operator fails to keep the credit conditions, as set forth above, DEANSFIELD will transfer the Deposit of the Tour Operator to the overdue accounts, and will change the payment terms to pre-payment at its sole discretion.

☐ Certificate of Credit "Stand By" Irrevocable: Under this credit option, the Tour Operator shall open the Certificate of Credit to the order of DEANSFIELD in a bank Terms And Conditions

under consent of DEANSFIELD. The Certificate of Credit will meet, but not limitative, the following requirements:

(i) The Certificate of Credit will be effective for one year and one additional month,

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as of the date specified in this agreement.

(ii) The Certificate of Credit will include, at least, the following terms and conditions: (a) bank, (b) amount, (c) issuance and expiration date and (d) beneficiary name.

(iii) The Certificate of Credit will establish the payment at the first requirement of DEANSFIELD. DEANSFIELD will send a letter to the bank expressing the breaching of this agreement and attaching a copy of thereto.

5.3. DEANSFIELD has appointed OWM Overseas World Marketing, LTD.

("Overseas") as its agent for billing and collecting amounts owed to DEANSFIELD under this agreement. Overseas is located at: OWM Overseas World Marketing, LTD.

Parque Industrial Itabo, Av. Lope de Vega No. 19

Suite 103, Ens. Naco

Santo Domingo, Dominican Republic

Tel: (809) 473-5507, Fax: (809) 472-5548

5.4. All payments hereunder shall be made in [CURRENCY], by wire transfer, bank certified check or company check. Personal checks will not be accepted. All checks shall be made payable to Deansfield Company, LTD., followed by the name of the Hotel, and mailed to the Overseas address detailed above.

Wire transfers shall be made as follows:

Bank: CITIBANK, FSB 8750 Doral Blvd

Miami, FL 33178, USA

ABA Number: 266086554, SWIFT Number: CITIUS33

Account Name: OWM Overseas World Marketing, LTD.

Bank Account No: 32200301722

5.5. If Tour Operator fails to make any payment as and when required by the terms of this Agreement, DEANSFIELD shall be entitled to terminate this Agreement by written notice to Tour Operator. All late payments shall accrue interest from the due date of the applicable invoice until paid at a rate equal to the lower of (i) eighteen percent (18%) per annum or (ii) the highest rate allowed by law.

5.6. Tour Operator will reimburse DEANSFIELD for bank charges incurred as a result of the dishonour of any check issued by Tour Operator.

5.7. All payments by Tour Operator are due in full, without any right of set-off or counterclaim.

#### ARTICLE 6 - MISCELLANEOUS

6.1. Each party represents and warrants to the other that the execution, delivery and performance of this Agreement by such party is within the lawful authority of such party and will not constitute a breach or violation of any agreement, indenture, deed of trust, mortgage or loan agreement, or other instrument, license, judgment, decree, order, statute, ordinance or governmental rule or regulation relating to or affecting such party, and that the execution and delivery of this Agreement and the actions contained herein have been duly authorized.

6.2. While this Agreement remains in effect, Tour Operator may use certain trademarks (the "Trademarks") owned by DEANSFIELD, the Hotel or companies belonging to the same Group for the limited purpose of marketing Hotel rooms allotted to Tour Operator hereunder. Tour Operator acknowledges that the Trademarks are the sole property of DEANSFIELD, the Hotel and/or companies belonging to the same Group.

6.3. Tour Operator shall act solely as an independent contractor in the performance of its obligations under this Agreement. Nothing herein shall constitute or be construed to be or create a partnership or joint venture between DEANSFIELD and/or the Hotel, on the one hand, and Tour Operator, on the other hand, or be construed to appoint or constitute Tour Operator as an agent of DEANSFIELD or the

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Hotel for any purpose.

6.4. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed received and delivered: (i) when delivered by hand with appropriate executed affidavit or receipt of delivery, (ii) one day after delivery by recognized overnight courier or (iii) when sent by fax followed by one of the other methods and addressed or faxed to, as applicable, the address of Tour Operator shown on Page 2, the address of the Hotel also shown on Page 2, or the address of DEANSFIELD as follows:

Deansfield Company LTD.

Parque Industrial Itabo, Av. Lope de Vega No. 19

Suite 103-1, Ens. Naco

Santo Domingo, República Dominicana

Tel: (809) 473-5507, Fax: (809) 472-5452

6.5. This Agreement shall be governed by the laws of Netherlands Antilles, excluding its conflict of laws provisions; provided, however, that any claim based upon acts, omissions or occurrences at the Hotel shall be governed by the laws of the place where the Hotel is located. Each party hereto irrevocably agrees to refer over the jurisdiction of the Curaçao courts any matters arising this agreement, where each party irrevocably waives any applicable law.

6.6. This Agreement, together with the Exhibits hereto, constitute the entire understanding and agreement between the parties with regard to the subject matter hereof.

6.7. Each party agrees that the contents of this Agreement are confidential and that it shall not disclose to any other person such contents or any other confidential or proprietary information that it receives from the other party hereunder without the express written approval of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the \_\_\_\_ day of the month of \_\_\_\_ of the year \_\_\_\_ to be effective as of the Effective Date specified in Page 2.

DEANSFIELD COMPANY, LTD.

By: \_\_\_\_\_ Ventura Serra

TOUR OPERATOR: \_\_\_\_\_

By: \_\_\_\_\_

\*\*\*Bank charges are the sole responsibility of the Tour Operator and MUST be paid by the Tour Operator (as per hotel contract clause).\*\*\*