

Galley Bay Resort & Spa (4½ stars)

Location Five Islands, West Indies  
Reference GAL/EIRD/17/GAL1  
Contract Date 22 Dec '17  
Signed off by:

Currency	US Dollar
Booking Dates	22 Apr '16 to 02 Jan '19
Stay Dates	03 Jan '17 to 25 Jan '19
Price On Arrival	No
Maximum Rooms	8
Completed Stays Only	Yes
Deposit	\$0

Room Types	Meal Basis	Extra Bed Type	Attributes			Occupancy			Adults		Max	Allow	Child Ages		Teen Ages	
			AR	DF	SR	Min	Std	Max	Min	Max	Children	Infants	From	To	From	To
1. Superior Beachfront SBF (Beachfront (bf))	All Inclusive		No	No	No	1	2	2	1	2	0	No	0	0	0	0
2. Deluxe Beachfront DBF (Beachfront (bf))	All Inclusive		No	No	No	1	2	2	1	2	0	No	0	0	0	0
3. Gauguin Suite GCS (Garden View gard)	All Inclusive		No	No	No	1	2	2	1	2	0	No	0	0	0	0
4. Premium Beachfront Suite PBS (Beachfront (bf))	All Inclusive	Rollaway Bed	No	No	No	1	2	3	1	3	0	No	0	0	0	0
5. Premium Beachfront Spa Suite PBSS (Beachfront (bf))	All Inclusive		No	No	No	1	2	2	1	2	0	No	0	0	0	0

Room Attributes AR=Adjoining Rooms; DF=Disabled Facilities; SR=Smoking Rooms  
Bed Types for Rooms 1. Superior Beachfront ((bf)) - King size; 2. Deluxe Beachfront ((bf)) - King size; 3. Gauguin Suite (gard) - King size; 4. Premium Beachfront Suite ((bf)) - King size; 5. Premium Beachfront Spa Suite ((bf)) - King size;

Rates

1. Superior Beachfront				2. Deluxe Beachfront				3. Gauguin Suite				4. Premium Beachfront Suite				5. Premium Beachfront Spa Suite			
		1 Adult pr	2 Adults pr			1 Adult pr	2 Adults pr			1 Adult pr	2 Adults pr			1 Adult pr	2 Adults pr			1 Adult pr	2 Adults pr
03 Jan '18	06 Apr '18	713.00	785.00	03 Jan '18	06 Apr '18	770.00	842.00	03 Jan '18	06 Apr '18	806.00	878.00	03 Jan '18	06 Apr '18	842.00	914.00	03 Jan '18	06 Apr '18	929.00	1,087.00
07 Apr '18	30 Apr '18	540.00	600.00	07 Apr '18	30 Apr '18	588.00	648.00	07 Apr '18	30 Apr '18	618.00	678.00	07 Apr '18	30 Apr '18	648.00	708.00	07 Apr '18	30 Apr '18	720.00	852.00
01 May '18	20 Dec '18	540.00	600.00	01 May '18	20 Dec '18	588.00	648.00	01 May '18	20 Dec '18	618.00	678.00	01 May '18	20 Dec '18	648.00	708.00	01 May '18	20 Dec '18	720.00	852.00
21 Dec '18	02 Jan '19	792.00	872.00	21 Dec '18	02 Jan '19	856.00	936.00	21 Dec '18	02 Jan '19	896.00	976.00	21 Dec '18	02 Jan '19	936.00	1,016.00	21 Dec '18	02 Jan '19	1,032.00	1,208.00
				03 Jan '19	25 Jan '19	770.00	842.00	03 Jan '19	25 Jan '19	806.00	878.00	03 Jan '19	25 Jan '19	842.00	914.00	03 Jan '19	25 Jan '19	929.00	1,087.00

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

Contract Basis

Room Type	Contract Basis
All	Sell & Report

Allocations & Release Periods

Room Type	Dates		Rel.
All	03 Jan '17	02 Jan '19	1

Taxes

Government Tax (included in room rates)			
Room Types	All	Date Range	Value
		03 Jan '17 25 Jan '19	12.5%
Service Charge (included in room rates)			
Room Types	All	Date Range	Value
		03 Jan '17 25 Jan '19	10%

Notes ALL TAX AMOUNTS ARE SUBJECT TO CHANGE

Supplements

EIR Direct			
Room Types	All	Date Range	Value
Type	Mandatory	03 Jan '17 25 Jan '19	15.00
Basis	Per Room Per Holiday		

Facilities

Rooms	Facilities
All	110 Voltage, Air Conditioning, Bathrobes, Ceiling Fan, Ensuite Bathroom, Fridge, Hairdryer, Radio Alarm Clock, Safe in room, Shower, Tea and Coffee, Telephone in Room, TV.

Min/Max Stays

Rooms	Date Range		Min	Max	Days
All	03 Jan '17	23 Apr '17	7	0	All
	24 Apr '17	20 Dec '17	5	0	All
	21 Dec '17	02 Jan '18	7	0	All
	03 Jan '18	23 Apr '18	7	0	All
	24 Apr '18	20 Dec '18	5	0	All
	21 Dec '18	02 Jan '19	7	0	All

Special Offers

Peak Flash sale - book by 15FEB18 (Discount Value)		
Room Types	All Room Types	
Booking Dates	01 Dec '17 to 15 Feb '18	
Stay Date Type	Stay Within	
Discount Basis	Per Room Per Night	
Combinable	Yes	
Dates		
03 Jan '18	25 Jan '18	20.00
26 Jan '18	24 Feb '18	20.00
06 Mar '18	06 Apr '18	100.00
07 Apr '18	30 Apr '18	20.00
01 May '18	15 Jul '18	20.00
16 Jul '18	30 Sep '18	20.00
01 Oct '18	31 Oct '18	20.00
01 Nov '18	20 Dec '18	20.00
21 Dec '18	02 Jan '19	20.00

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Five Islands, West Indies

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22 Dec '17

Discounts

Early Bird % 2018 Travel only ext book by 30APR18 (Discount Percentage)		
Room Types	All Room Types	
Booking Dates	21 Apr '17 to 30 Apr '18	
Stay Date Type	Stay Within	
Combinable	Yes	
<b>Dates</b>	<b>Ad</b>	<b>ult</b>
03 Jan '18	25 Jan '18	12.00
26 Jan '18	24 Feb '18	5.00
25 Feb '18	06 Apr '18	6.00
07 Apr '18	30 Apr '18	15.00
01 May '18	15 Jul '18	15.00
16 Jul '18	30 Sep '18	20.00
01 Oct '18	31 Oct '18	15.00
01 Nov '18	20 Dec '18	10.00
21 Dec '18	02 Jan '19	20.00
03 Jan '19	25 Jan '19	15.00

Packages

FREE WEDDING PACKAGE		
Room Types	2. Deluxe Beachfront, 3. Gauguin Suite, 4. Premium Beachfront Suite, 5. Premium Beachfront Spa Suite	
Description	Weddings are free at Elite Island Resorts based on 7 nights at the GALLEY BAY ANU staying in a DELUXE ROOM and above - There is a COMPLUSORY LOCAL LICENCING FEE OF USD \$395 (subject to local change - payable locally to the authorities - a taxi to town for legal paperwork is not included) Other T&Cs apply - full contract details offer FREE WEDDING INCLUDES: See "Timing and Legal Requirements" and Required Documentation" below for more details. -Decorated site for wedding ceremony and reception for up to 4 pax; additional charges apply to additional guests -Bouquet of fresh local flowers for the Bride -Boutonniere for the Groom -Wedding Cake -One bottle of sparkling wine COMPLUSORY CHARGES APPLY - PAID LOCALLY TO INCLUDE ALL LICENCES/SERVICES OF THE REGISTRAR/COPY OF THE MARRIAGE CERTIFICATION - cost paid locally \$395 USD (Subject to change) FREE WEDDING on a 7 night or longer ALL INCLUSIVE stay when confirmed in DELUXE room category or higher. Free weddings are not valid on tactical rates issued in future unless stated. The free wedding requires a local licensing fee of \$395 USD (subject to local change and is payable to the local authorities). A taxi to town for legal paperwork is not included. Where the FREE Wedding does not apply the local package is \$599 plus the fees paid locally to the Registrar for legal services. \$599 is paid at the time of booking the local fees are paid on arrival in resort (\$395USD as above - subject to change)	
Booking Dates	24 Apr '16 to 02 Jan '19	
Basis	Per Room Per Holiday	
<b>Date Range</b>	<b>All</b>	
03 Jan '17	21 Dec '17	0.00
03 Jan '18	21 Dec '18	0.00
PAID WEDDING PACKAGE		
Room Types	All Room Types	
Description	Where the FREE Wedding does not apply the local package is \$599 plus the fees paid locally to the Registrar for legal services. \$599 is paid at the time of booking the local fees are paid on arrival in resort (\$395USD as above - subject to change)	
Booking Dates	24 Apr '16 to 02 Jan '19	
Holiday Length	5+ Nights Stays only	
Basis	Per Room Per Holiday	
<b>Date Range</b>	<b>All</b>	
03 Jan '17	21 Dec '17	599.00
03 Jan '18	21 Dec '18	599.00

Packages

HONEYMOON PACKAGE		
Room Types	All Room Types	
Description	Free honeymoon package consists of fruit plate, sparkling wine, and 25% off spa treatment (not applicable at hair salon). Discounts based on full rate card pricing. Designation as a honeymoon couple must appear in the reservation request. Wedding certificate will be requested on arrival as proof.	
Booking Dates	24 Apr '16 to 02 Jan '19	
Holiday Length	5+ Nights Stays only	
Basis	Per Room Per Holiday	
<b>Date Range</b>	<b>All</b>	
03 Jan '17	02 Jan '19	0.00
RENEWAL OF VOWS PACKAGE		
Room Types	All Room Types	
Description	COMPULSORY LOCAL CHARGE FOR THE MARRIAGE OFFICER APPLY - see below Renewal of Vows to include: Services of a Wedding Coordinator Decorated site for the ceremony (the Renewal of Vows celebrations is set up for a max 6 people including couple based on inclusions below) Single Tier Cake Commemorative Certificate One bottle of Sparkling wine A local COMPULSORY supplement* paid to the Ministry at resort applies to ALL* renewal of vows packages Free or Paid - \$180* USD (subject to change at any time). To include the Marriage officer.	
Booking Dates	24 Apr '16 to 02 Jan '19	
Holiday Length	5+ Nights Stays only	
Basis	Per Room Per Holiday	
<b>Date Range</b>	<b>All</b>	
03 Jan '17	21 Dec '17	299.00
03 Jan '18	21 Dec '18	299.00
FREE RENEWAL OF VOWS		
Room Types	2. Deluxe Beachfront, 3. Gauguin Suite, 4. Premium Beachfront Suite, 5. Premium Beachfront Spa Suite	
Description	FREE RENEWAL OF VOWS* on a 7 night or longer ALL INCLUSIVE stay when confirmed in Deluxe Beachfront category or higher. (Some restrictions apply - Free Renewal of Vows may not be combinable with some offers and/or packages). *All ROV requires a COMPULSORY local fee of \$180 USD (subject to local change and is payable locally)	
Booking Dates	24 Apr '16 to 02 Jan '19	
Holiday Length	7+ Nights Stays only	
Basis	Per Room Per Holiday	
<b>Date Range</b>	<b>All</b>	
03 Jan '17	21 Dec '17	0.00
03 Jan '18	21 Dec '18	0.00

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Packages

PREMIUM BEACHFRONT SPA SUITE		
Room Types	5. Premium Beachfront Spa Suite	
Description	Premium Beachfront Suites include daily spa treatments from our selected menu, 45 minute treatments per day included. A spa treatment is included daily excluding the day of arrival and departure (i.e. 5 per person per 7 night stay). Guests will be accommodated in a Premium Beachfront Suite - bookings must be reported as PREMIUM Spa Suite for offers to be validated.	
Booking Dates	24 Apr '16 to 02 Jan '19	
Holiday Length	7+ Nights Stays only	
Basis	Per Room Per Week	
Date Range	All	
03 Jan '17	02 Jan '19	0.00

Payment Terms

Payee Details		
Payee Name	Galley Bay	
Bank Name	Wells Fargo	
Bank Address	214 Hogan Street Jacksonville Florida USA	
Account Name	Galley Bay Investment LTD	
Account Number	2000-044-891-503	
Sort Code	121000248	
Swift Code	WFBUS6S	
Charge Paid By	Split	

Payment Date	Amount Due
60 Days Before Arrival	100.00%

Cancellation Policy

Date Cancelled	Cancellation Charge
Within 21 days of arrival	90.00%
Within 13 days of arrival	100.00%

Except for the following Stay Dates:

21 Dec '18 to 02 Jan '19

Date Cancelled	Cancellation Charge
Within 90 days of arrival	100.00%

21 Dec '17 to 02 Jan '18

Date Cancelled	Cancellation Charge
Within 90 days of arrival	100.00%

Other Information

Terms and Conditions
PAYMENTS- All charges are the responsibility of the OPERATOR and are not to be split. All Christmas bookings travelling 21 Dec- 02 Jan require payment 90 days prior to arrival

Addresses

Main	
Address	Galley Bay Five Islands St Johns PO BOX 305

Accounts	
Address	Elite Island Resorts 1065 SW 30th Avenue Deerfield Beach Florida 33442 USA
Telephone	001 954 481 8787
Fax	001 954 481 8739
Website	www.eliteislandresorts.com
Contact	Linda Salzberg
Position	Accounts Manager
Telephone	001 954 481 8787
Fax	001 954 481 8739
Email	lsalzberg@eliteislandresorts.com

Contracting	
Address	Resort Marketing International Ltd. Suite C4 Baddow Park Great Baddow Essex CM2 7SY UK
Telephone	01245 459900
Email	francesca@resort-marketing.co.uk
Website	www.resort-marketing.co.uk
Contact	Francesca Furci
Position	Account Director
Telephone	01245 459900
Email	francesca@resort-marketing.co.uk

Hotel	
Address	Galley Bay Five Islands St Johns PO BOX 305 Antigua
Telephone	001 268 462 0302
Fax	001 268 462 4551
Website	www.eliteislandresorts.com
Contact	James Lane
Position	General Manager
Telephone	001 268 462 0302
Fax	001 268 462 4551
Email	jameslane@galleybayantigua.com

Addresses

Reservations	
Address	Resort Marketing International Ltd. Suite C4 Baddow Park Great Baddow Essex CM2 7SY UK
Telephone	01245 459900
Email	res@resort-marketing.co.uk
Website	www.resort-marketing.co.uk
Telephone	01245 459900
Email	res@resort-marketing.co.uk

Contract Agreement

For and on behalf of :	
Signed:	
Name/Posit ion:	
Company:	
Date:	
Signed on behalf of the hotel:	
Signed:	
Name:	James Lane
Position:	Director
Date:	07 Feb '18

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.

Booking Terms & Conditions  
IMPORTANT: THE FOLLOWING TERMS AND CONDITIONS GOVERN THE CONTRACT BETWEEN ALL TRAVELERS AND HOTEL GUESTS (INDIVIDUALLY AND COLLECTIVELY "GUEST"), THE FAIRWEATHER GROUP, INC. D/B/A ELITE ISLAND RESORTS ("ELITE"), AND THE HOTEL PROVIDING ACCOMMODATIONS AND SERVICES TO GUEST PURSUANT TO A CONFIRMED BOOKING ("HOTEL"). YOUR ENJOYMENT OF YOUR Holiday IS IMPORTANT TO US. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY TO ENSURE YOUR COMPLETE UNDERSTANDING AND AGREEMENT. IN CONSIDERATION OF THE BOOKING CONFIRMATION AND/OR TICKETS ISSUED TO YOU BY ELITE AND/OR ANY THIRD PARTY TOUR OPERATOR, TRAVEL AGENT, OR TRAVEL PROVIDER, ALONG WITH

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OTHER GOOD AND VALUABLE CONSIDERATION, ALL GUESTS HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS ("CONTRACT"):

1. Payment. Payment. Bookings made with Elite require full payment, per booking, within 48 hours after making a Hotel booking.

2. Cancellation and Change Charges Payable by Guest:

a. Cancellations more than 45 DAYS prior to arrival shall result in an administrative fee of \$100 per room.

b. Cancellations within 45 TO 15 DAYS prior to arrival shall result in a charge equal to 3 nights' stay at the Hotel at the booked rate plus an administrative fee of \$100 per room as liquidated damages.

c. Cancellations within 14 DAYS prior to arrival shall result in a charge equal to the full amount (100%) of the Guest's Hotel stay at the booked rate as liquidated damages.

d. Arrival date changes made within 45 DAYS prior to arrival may be allowed over non-peak periods, subject to availability. If availability is confirmed, a change fee of \$50 per room shall be charged to Guest.

e. Additional payments or deposits may be required to secure airline reservations. Airline tickets are NON-REFUNDABLE once issued and are subject to change fees based on airline policy. Airline schedules, fees and taxes are subject to change by the airline without notice.

f. TRAVEL INSURANCE IS STRONGLY RECOMMENDED.

3. Travel Delays and Cancellations. The Hotel and Elite shall NOT be liable for any refunds or other compensation due to travel delays, cancellations, any Guest's inability to travel for any reason and any related losses or expenses including without limitation any losses or expenses resulting from "acts of God" or force majeure type events. TRAVEL INSURANCE IS STRONGLY RECOMMENDED.

4. Airline Reservations. The Guest is responsible for reviewing all names, dates, and schedules for airline schedules for accuracy. The Guest is responsible for checking and confirming flight details prior to departure.

5. Check-in / Check-out. Check-in time is 3:00 p.m., and check-out time is 12:00 noon. Subject to availability, early check-in or late check-out may be available for an additional fee payable locally at the Hotel.

6. Passport and Credit Card Required for Check-In. Upon check-in at the Hotel, the lead Guest whose name the booking is under MUST PRESENT a VALID PASSPORT and a VALID MAJOR CREDIT CARD. The names on the booking confirmation, passport, and credit card must match. This is part of the Hotel's ongoing efforts to prevent fraud and protect Guests' identities.

7. Pre-authorisation at Check-In. Upon check-in at the Hotel, a credit card pre-authorisation in the amount of \$350 will be completed to cover any room charges, incidentals, and damage. The pre-authorisation will be released at check-out assuming the Guest's room bill has been paid in full. The Hotel accepts Visa, MasterCard, and Discover Card. The Hotel does not accept American Express.

8. Required Signing and Agreement at Hotel Check-In. Notwithstanding anything to the contrary, upon check-in at the Hotel, each adult Guest shall be required to sign the Hotel's Guest registration form confirming the Guest's agreement with the terms and conditions contained in Guest registration form. A copy of the terms and conditions included in the Hotel's Guest registration form is attached to this Contract as Exhibit A. The Hotel's Guest registration form specifies, among other things, that any claims or controversies arising out of or in connection with any Guest's stay at or presence upon Hotel property—including the use of any related services,

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facilities, and amenities—shall be governed by and subject to the exclusive jurisdiction of the laws, courts, and authorities of the COUNTRY WHERE THE HOTEL IS PHYSICALLY LOCATED. IF THE GUEST REFUSES TO SIGN THE HOTEL'S GUEST REGISTRATION FORM, THE GUEST SHALL NOT BE PERMITTED TO CHECK-IN AND SHALL BE DENIED ACCESS TO THE HOTEL AND ITS SERVICES AND AMENITIES. THEREFORE, ADVANCE NOTICE OF THIS REQUIREMENT IS HEREBY PROVIDED AND THE GUEST SHALL BE DEEMED TO HAVE READ AND UNDERSTOOD THIS REQUIREMENT PRIOR TO MAKING THEIR HOTEL BOOKING. THE CANCELLATION CHARGES SET FORTH IN PARAGRAPH 2 OF THIS CONTRACT SHALL APPLY IF THE GUEST CHOOSES TO CANCEL OR CHANGE THEIR HOTEL BOOKING DUE TO AN UNWILLINGNESS TO SIGN AND AGREE TO THE HOTEL'S GUEST REGISTRATION FORM. THE REQUIREMENTS OF THIS PARAGRAPH 8 SHALL APPLY TO ALL HOTEL BOOKINGS WHETHER MADE DIRECTLY WITH THE HOTEL, THROUGH ELITE, OR THROUGH ANY OTHER THIRD PARTY TOUR OPERATOR OR TRAVEL AGENT.

9. Ground Transportation. Ground transfers and taxis are NOT INCLUDED. Taxis are typically readily available outside the airport's baggage claim area. Prearranged ground transfers may be available at an additional cost.

10. Dress Code. Please check the Hotel's website for restaurant dress codes. In general, casual and beach attire are acceptable for dining during the day (swimming attire must be covered and dry). Evening dining may require attire such as collared shirts, tailored shorts, long trousers, dresses, skirts and similar attire (ie, no swimming attire, t-shirts, flip flops, or short-shorts). Topless (for female Guests) or nude sunbathing (for all Guests) is not permitted as per local law.

11. Force Majeure. The Hotel, Elite, and any third party tour operators and travel agents shall NOT be liable for any losses or damages due to events beyond their reasonable control including without limitation: acts or orders of governmental authorities; weather; fire; flood; earthquake; volcanic activity; lightning; airline delays or cancellations for any reason; utility outages; strike, lockout, or work stoppage; terrorism; or any event typically described as "force majeure" or an "act of God." REFUNDS SHALL NOT BE OFFERED in the event of a late or delayed arrival to the Hotel. In the event of a delayed departure from the Hotel, Guests shall be required to pay locally for any additional nights at a rate not to exceed the Hotel's night published ("rack") rates. Again, TRAVEL INSURANCE IS STRONGLY RECOMMENDED.

12. Insect-Borne Illness. The Hotel is located in a tropical environment. Although the Hotel maintains a year round pest control program, the Hotel, its owners, employees, agents, insurers, and suppliers shall absolutely NOT be liable for, and all Geusts shall HOLD HARMLESS the Hotel, its owners, employees, agents, insurers, and suppliers from any injury, illness, or loss resulting from exposure to Zika virus or any other insect-borne disease or similar tropical illness of any nature whatsoever. Potential Guests who are pregnant or may become pregnant should seek the advice of a qualified physician prior to travel.

13. Food Allergies and Dietary Restrictions. The Hotel's food and beverage outlets use wholesome ingredients, which may include peanuts, tree nuts, seeds, shellfish, shrimp, seafood, soy, milk, wheat, and other POTENTIAL ALLERGENS. Due to the large scale of the Hotel's food and beverage operations, the Hotel CANNOT GUARANTEE that food and beverage items will not come in contact with potential allergens EVEN IF a particular dish or item does not normally include such ingredients. Guests with food allergies or dietary restrictions should TAKE PRECAUTIONS. The Hotel is NOT ABLE to accommodate individually tailored

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meals or menus for specific guests based on their individual dietary needs. The Hotel and its owners, employees, agents, insurers, and suppliers SHALL ABSOLUTELY NOT BE LIABLE for, and all Guests shall HOLD HARMLESS all such parties, from any injury, illness or loss resulting from food allergies or the Hotel's inability to meet specific dietary needs or requirements.

14. Guests with Disabilities. Due to the unique nature of the Hotel, its buildings, grounds, amenities, and services, the Hotel may not be suitable for Guests with certain disabilities and mobility issues. Some buildings, rooms, grounds, beaches, amenities, events, and services may not be accessible. Likewise, Guests with certain disabilities and mobility issues may encounter difficulties at local airports and with public and private transportation, walkways, buildings, facilities, services and events.

15. Forum Selection; Governing Law: As a condition of making any Hotel booking, all Guests hereby agree that the courts and authorities of THE COUNTRY WHERE THE HOTEL IS PHYSICALLY LOCATED shall have EXCLUSIVE JURISDICTION over any claims or actions of any nature whatsoever arising out of any act, omission, illness, injury, loss or other occurrence at the Hotel or anywhere in the country where the Hotel is physically located. All other jurisdictions that any Guest may have access to by reason of domicile or otherwise including without limitation the United States, Canada, and the United Kingdom are hereby irrevocably WAIVED. Any such claims or actions shall be governed EXCLUSIVELY by the laws and regulations of the country where the hotel is physically located. Any claim brought in an unauthorized jurisdiction shall be DISMISSED without prejudice, and all costs of such dismissal shall be borne by the party who brought the action in the unauthorized jurisdiction. The provisions contained in this Contract shall be LEGALLY BINDING on all Hotel Guests. In the event of a conflict between the provisions of this Contract and any other information or advertising relating to any Guest's travel to or stay at the Hotel, the provisions contained in this booking confirmation SHALL CONTROL.

16. Limitations of Liability: UNDER NO CIRCUMSTANCES shall Elite, its owners, officers, employees, agents or insurers be liable for any claim or action of any nature whatsoever arising out of or in relation to any act, omission, illness, injury, loss or occurrence at the Hotel or in the country where the Hotel is physically located. Each Guest shall HOLD HARMLESS Elite and its owners, officers, employees, agents and insurers from any such Hotel-related claims and actions, and from any claims or actions based on the acts or omissions of any third party airline, transportation provider, and tour and excursion providers. UNDER NO CIRCUMSTANCES shall Elite, the Hotel, any third party tour operators or travel agents, or any of their respective owners, officers, employees, agents or insurers be liable for any consequential, incidental, punitive, or exemplary damages or any damages based on emotional distress, mental suffering, or psychological injury of any kind.

LIMITATIONS PERIODS: NOTWITHSTANDING ANYTHING TO THE CONTRARY, NO SUIT ARISING OUT OF ANY PERSONAL INJURY, ILLNESS, DEATH, DAMAGE OR LOSS OF ANY NATURE WHATSOEVER SHALL BE MAINTAINABLE AGAINST ELITE OR ANY OF ITS AFFILIATES, PARENT COMPANIES, OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR INSURERS UNLESS WRITTEN NOTICE OF THE CLAIM WITH DETAILS IS SENT BY RELIABLE INTERNATIONAL COURIER OR CERTIFIED MAIL WITH DELIVERY RECEIPT AND ADDRESSED TO THE FAIRWEATHER GROUP, INC., 1065 SW 30TH AVENUE, DEERFIELD BEACH, FLORIDA 33442, ATTENTION: LEGAL DEPARTMENT AND IS RECEIVED WITHIN SIX (6) MONTHS AFTER THE

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INJURY, DEATH, DAMAGE OR LOSS OR THE INCIDENT GIVING RISE TO AN ILLNESS. UNDER NO CIRCUMSTANCES SHALL ANY SUCH SUIT BE MAINTAINABLE UNLESS COMMENCED (ACTUALLY FILED WITH A COURT OF COMPETENT JURISDICTION) WITHIN ONE (1) YEAR AFTER THE INJURY, DEATH, DAMAGE OR LOSS OR THE INCIDENT GIVING RISE TO AN ILLNESS.

17. Legally Binding. This Contract is LEGALLY BINDING. Each Guest is responsible for reading, understanding, and agreeing with the terms and conditions set forth in this Contract as a condition of securing a Hotel booking. The provisions of this Contract have been made available to the Guest IN ADVANCE of making a Hotel booking. The provisions of this Contract are meaningful and enforceable and are NOT "BOILER PLATE" PROVISIONS. This Contract has been made available to Guest PRIOR TO making a Hotel booking and PRIOR TO travel, thus ADVANCE NOTICE has been provided.