

Occidental Grand Cartagena (5 stars)

Location
Reference GRA/GCT1/13/2013
Special Offer 2013 Master Contract
Contract Date 06 Dec '12
Signed off by:

Currency	US Dollar
Booking Dates	06 Dec '12 to 30 Apr '14
Stay Dates	06 Jan '13 to 30 Apr '14
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	
			AR	DF	SR	Min	Std	Max	Min	Max	Children	Infants	From	To	From	To
1. Deluxe dlxe (Pool View pool)	All Inclusive		No	No	No	1	2	4	1	4	2	Yes	2.00	12.99	0	0
2. Deluxe Ocean View DOV (Ocean View ocea)	All Inclusive		No	No	No	1	2	4	1	4	2	Yes	2.00	12.99	0	0
Room Attributes			AR=Adjoining Rooms; DF=Disabled Facilities; SR=Smoking Rooms													
Bed Types for Rooms			1. Deluxe (pool) - King size, Twin Double; 2. Deluxe Ocean View (ocea) - King size, Twin Double;													

Rates

Dates	Rel.	1. Deluxe				2. Deluxe Ocean View			
		Base pp	1 Adult pr	3rd Ad Rate	1st Child Rate	2nd Child Rate	Base pp	1 Adult pr	3rd Ad Rate

Notes Child rate: The child rate of \$0 only applies to the first child when the child is sharing a room with 2 full paying adults. If one adult is sharing a room with one or two children they will be charged at the Single adult rate and the second child rate for one or both children.

Base pp=Base Rate Per Person Per Night, 1 Adult pr=One Adult per room per night, 3rd Ad Rate=Third Adult Rate per night, 1st Child Rate=First Child Rate per night, 2nd Child Rate=Second Child Rate per night, Alloc.=Allocation, Rel.=Release

Contract Basis

Room Type	Contract Basis
All	Sell & Report

Supplements

Christmas Gala Dinner					
Room Types	All	Date Range	Adult	Ch.	
Type	Mandatory	24 Dec '13 24 Dec '13	70.00	35.00	
Basis	Per Person Per Night				

New Years Eve Gala Dinner					
Room Types	All	Date Range	Adult	Ch.	
Type	Mandatory	31 Dec '13 31 Dec '13	90.00	45.00	
Basis	Per Person Per Night				

Facilities

Rooms	Facilities
All	1 King or Two Beds, Air Conditioning, Balcony, Ensuite Bathroom, Flat Screen LCD TV, Full bath with shower, Hairdryer, Telephone in Room.

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 Terms

Payment Date	Amount Due
21 Days Before Arrival	100.00%

Cancellation Policy

Date Cancelled	Cancellation Charge
Within 3 days of arrival	1 nights

Except for the following Stay Dates:

23 Dec '13 to 03 Jan '14	
Date Cancelled	Cancellation Charge
Within 3 days of arrival	100.00%

Addresses

Main	
Address	Anillo Vial Via Manzanillo Del Mar KM4 985 Cartagena De Indias Colombia South America
Telephone	011 575 642 4440
Fax	011 575 000 0000
Email	reservations.occidentalgrandctg@hotelesestelar.com
Website	http://en.occidentalhotels.com/grand/Cartagena.asp

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
Website	www.occidentalhotels.com
Contact	Greg Armstrong
Position	Account Director
Telephone	01245 459 900
Email	greg@resort-marketing.co.uk
Mobile	07739351220

Reservations	
Address	Resort Marketing International Ltd. Suite C4, Baddow Park Great Baddow Essex CM2 7SY United Kingdom
Telephone	01245 459900
Fax	01245 462978
Contact	Mark Larner
Position	Reservation Manager
Telephone	01245 459902
Fax	01245 462978
Email	res@resort-marketing.co.uk

Occidental Grand Cartagena (5 stars)

Location

Reference

Special Offer

Contract Date

Signed off by:

GRA/GCT1/13/2013

2013 Master Contract

06 Dec '12

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.

This TOUR OPERATOR AGREEMENT (the "Agreement") is made by and between Hoteles Estelar, S.A., ("Estelar"), and the Tour Operator appearing at the top of this page ("Tour Operator").

RECITALS

WHEREAS, Estelar is the owner of Occidental Grand Cartagena, located in Cartagena, Colombia (the "Hotel");
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 Estelar 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. Estelar 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. Under no circumstance Tour Operator will be authorized to sell or negotiate the room nights and the rates provided herewith with third parties, including internet websites, without the prior written consent of Estelar acting in its sole discretion.
- 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 Estelar shall have the right to reduce and/or cancel the unreserved rooms allotted to Tour Operator, as reasonably determined by Estelar.
- 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 the Hotel or Estelar.
- 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

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.
this contract.

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 45 days of the departure date of the Client. The Hotel and/or Estelar shall not be liable or responsible for complaints made after 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. Estelar 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, epidemic, disease, 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 Estelar 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.
- 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 Estelar or the Hotel or seek to hold Estelar 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 Estelar or the Hotel prompt written notice of such claim and an opportunity to defend such claim with counsel of its selection. Estelar and the Hotel will not be liable for any settlement or compensation paid by Tour Operator without the prior written consent of Estelar or the Hotel.
- 3.5. In any case of overbooking, the liability of Estelar 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. Estelar 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 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. Estelar 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 canceled reservations. The Tour Operator shall pay Estelar a cancellation charge equal to 1 night stay on the all-inclusive plan for any reservation canceled 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.

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.

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 Estelar a No-Show charge equal to 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., Estelar 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 Estelar. 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, Estelar 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 Estelar in a bank under consent of Estelar. The Certificate of Credit will meet, but not limitative, the following requirements:

- (i) The Certificate of Credit will be effective for 1 year and 1 additional month, 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 Estelar. Estelar will send a letter to the bank expressing the breaching of this agreement and attaching a copy of thereto.

5.3. Estelar has appointed an Occidental Hotels affiliate, OWM Overseas World Marketing, LTD. ("Overseas") as its agent for billing and collecting amounts owed to Estelar under this agreement.

5.4. All payments hereunder shall be made in US\$ DOLLARS, by wire transfer, bank certified check or company check. Personal checks will not be accepted. All checks shall be made payable to Hoteles Estelar, S.A., followed by the name of the Hotel, and mailed to:

OWM Overseas World Marketing, Ltd.
P.O. Box 9111

Uniondale, NY 11555-9111

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

Bank Account No: 3200301722

COPIES OF PAYMENT DETAILS ARE TO BE SENT TO OVERSEAS VIA:

Attention: Credit and Collections Supervisor

Fax 809-487-5994 or email csoriano@do.occidentalhotels.com;

paymentdetails@do.occidentalhotels.com

5.5. If Tour Operator fails to make any payment as and when required by the terms of this Agreement, Estelar shall be entitled to terminate this Agreement by written

Occidental Grand Cartagena (5 stars)

Location

Reference

Special Offer

Contract Date

Signed off by:

GRA/GCT1/13/2013

2013 Master Contract

06 Dec '12

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.

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) 18% per annum or (ii) the highest rate allowed by law.

5.6. Tour Operator will reimburse Estelar for bank charges incurred as a result of the dishonor 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. Only while this Agreement remains in effect, Tour Operator may use certain trademarks (the "Trademarks") owned by Estelar, the Hotel or companies belonging to the Occidental Hotels group for the limited purpose of marketing Hotel rooms allotted to Tour Operator hereunder. However, Tour Operator is expressly prohibited from registering, owning, and/or operating, in any way, domain names and/or websites containing the Trademarks, or words confusingly similar to the Trademarks. Tour Operator acknowledges that the Trademarks are the sole property of Estelar, the Hotel and/or companies belonging to the Occidental Hotels Group, as the case may be.

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 Estelar 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 Estelar or the 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) 1 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 following address:

Hoteles Estelar, S.A.
Av. Calle 127 No. 15^a-10
Bogotá, Colombia

6.5. This Agreement shall be governed by the laws of Colombia, excluding its conflict of laws provisions. Each party hereto irrevocably agrees to refer over the jurisdiction of Bogota, Colombia courts any matters arising from this Agreement, where each party irrevocably waives any other 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. Tour Operator may not assign this Agreement without Estelar's prior written approval. Estelar may assign this Agreement. Should an assignment by Estelar occurs, it will communicate Tour Operator the assignee details shortly after assignment has taken place.

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.

6.8. 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 9th day of the month of September of the year 2011 to be effective as of the Effective Date specified in Page 2.

HOTELES ESTELAR, S.A.

By: Miguel Diez

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).