

Allegro Cozumel (4 stars)
Location Cozumel, Mexico
Reference ALL/AC14/15/AC0Z1ED15
Contract Date 18 Mar '14
Signed off by:

Currency	US Dollar
Booking Dates	18 Mar '14 to 04 Mar '15
Stay Dates	06 Jan '15 to 31 Jan '16
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		Yes	No	No	1	2	4	1	2	2	Yes	3.00	12.99	0	0		5
2. Superior Premium Supprem (ocean/garden/pool/hotel OGPH)	All Inclusive		No	No	No	1	2	4	1	2	2	Yes	3.00	12.99	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 Premium (OGPH) - King size, Twin Double;

Rates

Dates	1. Superior					2. Superior Premium				
	2 Adults pr	3 Adults pr	1st Child Rate	2nd Child Rate		2 Adults pr	3 Adults pr	1st Child Rate	2nd Child Rate	

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 Premium	On Request

Min/Max Stays

Rooms	Date Range	Min	Max	Days
All	23 Dec '15 05 Jan '16	7	0	All

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	1 nights

Except for the following Stay Dates:

23 Dec '15 to 05 Jan '16	
Date Cancelled	Cancellation Charge
Within 3 days of arrival	100.00%

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

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Terms And Conditions

writing by Tour Operator or its Clients to the address of the Hotels to the attention of the General Manager of each 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 Hotels and/or CHRS shall not be liable or responsible for complaints made after forty five (45) days from the date of departure by the Client. The Hotels shall make reasonable efforts to resolve the complaint in a reasonable time.

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.

3.5. In any case of overbooking, the liability of CHRS 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.

4.1. CHRS and the Hotels 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. CHRS and the Hotels reserve the right to cancel any reservation for the period covered by a Black-out notice.

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

Terms And Conditions

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.

☐ **Deposit:** Under this credit option, the Deposit can be jointly deposited with other accounts of CHRS. 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, CHRS 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.

(i) The Certificate of Credit will be effective for one year and one additional month, as of the date specified in this agreement.

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

OWM overseas world marketing, Ltd.
Parque Industrial Itabo, Av. Lope de Vega No. 19
Suite 103, Ens. Naco

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 CONTROL HOTEL RESERVATIONS SYSTEM PROMOÇÔES HOTELEIRAS, LTD., followed by the name of the Hotel, and mailed to the Overseas address detailed above.

Bank: CITIBANK, FSB 8750 Doral Blvd
Miami, FL 33178, USA

5.5. If Tour Operator fails to make any payment as and when required by the terms of this Agreement, CHRS 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.

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

Signed on behalf of the hotel:	
Signed:
Name:
Position:
Date:

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 CONTROL Hotel Reservations System Promoções Hoteleiras, LTD. ("CHRS"), and the Tour Operator appearing at the bottom of this page ("Tour Operator").

WHEREAS, CHRS is the agent and representative of the hotels named in Page 2 hereto (the "Hotels") for the purpose of marketing the Hotels and contracting with Tour Operators;

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

1.1. CHRS shall provide Tour Operator with the right to book rooms at the Hotels 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.

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

2.1. All reservations and reservation changes shall be confirmed in writing by Tour Operator delivering a Rooming List to the Hotels 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 CHRS.

ARTICLE 3 - LIMITATIONS OF LIABILITY

3.1. All complaints by Tour Operator, for itself or its Clients, shall be forwarded in

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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 Terms And Conditions

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 CHRS, 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 CHRS, 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 CHRS and/or the Hotels, on the one hand, and Tour Operator, on the other hand, or be construed to appoint or constitute Tour Operator as an agent of CHRS or the Hotels 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 CHRS as follows:

Control Hotel Reservations System Promoções Hoteleiras, LTD.

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

Suite 103-2, 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.

CONTROL HOTEL RESERVATIONS SYSTEM PROMOÇÕES HOTELEIRAS, LTD.

By: _____ Ventura Serra _____

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.

By: _____

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