

Bahama Bay Resort & Spa (4 stars)

Location Orlando, Florida  
Reference BAH/V2043/16/VHBB16  
Contract Date 17 Feb '15  
Signed off by:

Currency	US Dollar
Booking Dates	17 Feb '15 to 28 Feb '17
Stay Dates	29 Feb '16 to 28 Feb '17
Price On Arrival	No
Maximum Rooms	10
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. 2 Bed San Salvador Superior Villa 2BSSSV (Garden View gard)	Room Only	Sofabed	No	No	No	1	4	6	1	6	5	Yes	2.00	11.99	0	0		7
2. 3 Bed Abacos Superior Villa 3BASV (Garden View gard)	Room Only	Sofabed	No	No	No	1	6	8	1	8	7	Yes	2.00	11.99	0	0		7

Room Attributes AR=Adjoining Rooms; DF=Disabled Facilities; SR=Smoking Rooms  
Bed Types for Rooms 1. 2 Bed San Salvador Superior Villa (gard) - Queen, Twin; 2. 3 Bed Abacos Superior Villa (gard) - Double, Queen, Twin;

Rates

	1. 2 Bed San Salvador Superior Villa Room	2. 3 Bed Abacos Superior Villa Room
Dates		

Notes CLEANING FEE - Cleaning fee included in the rates (minimum stays of 5nts). For stays of less than 5 nights the charge is US\$80 per room (plus tax) is to be paid locally by the clients on check out. Rate includes \$5.95 (plus tax) per night Resort Amenities Fee.

Room=Room Rate per night

Contract Basis

Room Type	Contract Basis
All	Sell & Report

Taxes

Govt Tax Polk County (not included in room rates)				
Room Types	All	Date Range	29 Feb '16	28 Feb '17
				Value 12%

Min/Max Stays

Rooms	Date Range	Min	Max	Days
All	29 Feb '16 28 Feb '17	5	0	All

Payment Terms

Payee Details	
Payee Name	WVR Central Florida, LLC - Operating
Bank Name	Bank of America
Bank Address	175 E Nasa Blvd, Suite 201 Melbourne Florida USA
Account Name	WVR Central Florida, LLC - Operating
Account Number	4427209671
Swift Code	BOFAUS3N
IBAN	026009593
Charge Paid By	Split

Payment Date	Amount Due
14 Days After Arrival	100.00%

Cancellation Policy

Date Cancelled	Cancellation Charge
Within 7 days of arrival	100.00%

Addresses

Main	
Address	400 Gran Bahama Boulevard Davenport Florida 33897 USA
Telephone	001 863 547 1200
Fax	001 863 547 1438

Accounts	
Address	suite c4 Baddow park Great Baddow Essex CM2 7SY UK
Telephone	01245459900
Website	www.bahamabay.com
Contact	Sara Thorne
Position	Accounts Receivable
Telephone	01245459900
Email	sara@resort-marketing.co.uk

Addresses

Contracting	
Address	Resort Marketing International Suite C4, Baddow Park Great Baddow Essex CM2 7SY UK
Telephone	01245 459900
Website	www.resort-marketing.co.uk
Contact	Ken Newton
Position	Sales Manager
Telephone	01245 459900
Email	ken@resort-marketing.co.uk

Reservations	
Address	Bahama Bay 400 Gran Bahama Boulevard Davenport Florida 33897 USA
Telephone	001 863 547 1200
Fax	001 863 547 1675
Email	reservations@wynvr.com
Website	www.wyndhamvacationrentals.com
Contact	Tom Richardson
Position	Reservation Supervisor
Telephone	+1 (850) 301-3308
Fax	+1 (850) 243-4780
Email	tom.richardson@wynvr.com

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**Signed on behalf of the hotel:**

Signed: .....

Name: .....

Position: .....

Date: .....

In the event of non-payment by the Tour Operator, the Hotel reserves the right to

1. The Hotel shall not be allowed to increase the rates throughout the period of this

5 Notwithstanding anything to the contrary, the Hotel shall not be liable, and the  
Tour Operator shall not hold the Hotel liable or seek indemnity in the event of any  
losses, claims, or damages based on any Hotel guest's use or intended use of any

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### 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.**

off site premises, services, activities, or events operated by third parties including without limitation any transportation, theme parks, golf courses, shows, attractions, or rides even if such premises, services, activities or events are advertised at the Hotel.

#### D. Description and Amenities

1 The Hotel hereby declares that at the date of this contract the hotel consists of and conforms to and has the characteristics, description, facilities and amenities set out in the Description Sheet relating to the hotel which has been or will be agreed and signed by or on behalf of both parties and which forms part of this contract.

2 In the event of any alteration after the date of this contract in those characteristics, description, facilities and amenities of the hotel set out in the said Description Sheet, the Hotel shall forthwith give written notice to the Tour Operator or its representative of any alteration and shall sign a fresh Description Sheet incorporating all such alterations PROVIDED THAT the Hotel shall not be bound to give notice hereunder in the event of any temporary withdrawal of any facility or amenity where the same has been withdrawn for reasons of breakdown, repair, maintenance, cleaning, weather, lack of fuel or water or other such reason for temporary withdrawal.

#### E. Accuracy of Hotel Descriptions

1 The Hotel has supplied the description of the hotel and its facilities to the Tour Operator. The Tour Operator is aware of its obligations under ABTA's Code of Conduct and its legal liability in the United Kingdom or under the Tour Operator's regulatory body existent in the country from which it operates and its legal liability in said country for false trade descriptions.

2 The Hotel shall not be liable for the Tour Operator's brochure description in respect of the Hotel unless the hotel or its agent has approved and countersigned the brochure copy. In the case of the brochure copy not being ready at the date of this contract, the Hotel will not be liable unless, and until, the said copy has been delivered to and countersigned by the Hotel.

#### F Consumer Protection Plan and Booking Conditions

1 The Tour Operator will provide the hotel with a copy of its Fair Trading Bond and Booking Conditions as set out in all current Tour Operators brochures which feature the Hotel during the term of this contract. If the Tour Operator is required to make refunds to any client in respect of their stay at the hotel, then the Tour Operator will negotiate fairly with the Hotel as to which party should bear all or part of the burden thereof.

2 In the event of overbooking by the Hotel, or the hotel not being ready to receive the Tour Operator's clients on the arrival date, the Hotel shall use its best efforts provide the Tour Operator's affected clients with alternative accommodation in a hotel of similar or higher quality and with similar facilities at no extra cost to the Tour Operator. Through this client re-protection action the Hotel shall be deemed to have fulfilled its obligations to the Tour Operator and its affected clients.

3 This contract is written in the English language which shall be considered the authentic language and it shall be construed and takes effect according to the Laws of Orange County, Florida in which the hotel is located. The parties to this contract hereby submit to the exclusive jurisdiction of the courts and authorities of the country or jurisdiction in which the hotel is located with respect to any claims or actions arising out of or in connection with this contract.

4 Travel insurance is recommended. The Tour Operator shall be responsible for advising its clients about travel insurance.

Severability If any provision of this contract is deemed void or unenforceable by a court of competent jurisdiction, then the remaining provisions of this contract shall

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remain in full force and effect, and the parties intend that the court replace the void or unenforceable provision with an enforceable provision that stays within the spirit of this contract.

No Waiver: No failure to enforce any term or condition of this contract shall by either party shall constitute an ongoing waiver or prevent either party from the enforcement of this contract.

No Third Party Beneficiaries: This contract does not create any rights or benefits on the part of any third parties whatsoever.

Costs and Expenses: In the event of a claim or action by either party to enforce this contract, the costs of enforcement including without limitation collection costs, court costs, and reasonable attorneys' fees shall be payable by the non-prevailing party.

Any unpaid amounts under this contract over 30 days past due shall accrue interest at the rate of 1.5% per month or the highest interest rate allowed by law.

#### ENDORSEMENT

This contract shall not be binding upon The Hotel unless properly signed and returned to:

Resort Marketing International, Suite C4, Baddow Park, West Hanningfield Rd, Great Baddow, Essex, CM2 7SY

A copy of this agreement must be signed by an authorised agent of the Tour Operator and returned to Resort Marketing International immediately, acknowledging the Tour Operator's full acceptance of all the terms and conditions contained herein. Resort Marketing International will return a countersigned copy of this contract to the Tour Operator.

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