

Galley Bay Resort & Spa (4½ stars)
Location Five Islands, West Indies
Reference GAL/TRAV/18/FATBUDDAH
Contract Date 28 Feb '18
Signed off by:

Travelday
10 COPED HALL BUSINESS PARK
Royal Wootton Bassett
SN4 8DP, UK

Currency	US Dollar
Booking Dates	28 Feb '18 to 10 Jul '18
Stay Dates	01 Jul '18 to 10 Jul '18
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. Run Of House ROH (Unspecified View Unsp)		All Inclusive	Rollaway Bed	No	No	No	1	2	3	1	3	0	No	0	0	0	0

Room Attributes AR=Adjoining Rooms; DF=Disabled Facilities; SR=Smoking Rooms
Bed Types for Rooms 1. Run Of House (Unsp) - King size;

Rates

		1. Run Of House		
Dates		1 Adult pr	2 Adults pr	3 Adults pr
01 Jul '18	10 Jul '18	265.00	500.00	750.00

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

Taxes

Government Tax (included in room rates)				
Room Types	All	Date Range		Value
		01 Jul '18	10 Jul '18	12.5%
Service Charge (included in room rates)				
Room Types	All	Date Range		Value
		01 Jul '18	10 Jul '18	10%

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.

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
21 Days Before Arrival	100.00%

Cancellation Policy

Date Cancelled	Cancellation Charge
Within 21 days of arrival	100.00%

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

Addresses

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

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

Contract Agreement

For and on behalf of Travelday:	
Signed:	_____
Name/Position:	_____
Company:	_____
Date:	_____
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.
GALLEY BAY RESORT &SPA, ANTIGUA
Tour Operator
Wholesale Agreement

1st EDITION 2017

Agreement Date: _____

By and between:

Tour Operator: _____

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(hereinafter referred to as “Tour Operator”) and Galley Bay Investments Limited doing business as Galley Bay Resort &Spa, Antigua, an Antigua and Barbuda company (hereinafter referred to as the “Resort”).

1. TERM, DESCRIPTION, AND AMENITIES.

a. Term. The initial term of this Agreement begins on 3rd January 2017 and continues for a period of one year. Thereafter, this Agreement shall automatically renew for further successive one year terms until terminated by either party as set forth below. Notwithstanding anything to the contrary, either the Resort or Tour Operator may terminate this Agreement at any time without penalty or damages by providing the other with 30 days prior written notice. The Resort reserves the right to require payment in full from the Tour Operator, prior to the Guest’s arrival date, for any bookings scheduled to arrive after the termination date of this Agreement.

b. Resort Description and Amenities. The Resort hereby declares that at the date of this Agreement the Resort consists of, and conforms to, and has the characteristics, description, facilities and amenities set out in the Rate and Description Sheet relating to the Resort which is attached hereto and made a part of this Agreement. In the event of any change in the characteristics, description, facilities and amenities of the Resort after the date of this Agreement, the Resort shall immediately notify the Operator in writing of such changes PROVIDED THAT the Resort shall not be bound to give notice hereunder in the event of a temporary withdrawal of a facility or amenity where such change is due to a breakdown, repair, maintenance, cleaning, lack of fuel or water, or other reason for temporary withdrawal of the facility or amenity. The Tour Operator is responsible for notifying its Clients of any changes in the Resort’s description, accommodations, services, and amenities as any such changes or updates are provided by the Resort from time to time. The Resort, its owners, representatives, or agents shall not be liable for the Tour Operator’s brochure, internet, media, or other advertising descriptions of any kind unless the Resort, its agents or representatives have approved and countersigned the relevant Resort description copy prior to its publishing. The Tour Operator’s brochure and internet descriptions of the Resort shall include appropriate descriptive information and photographs of the Resort displayed no less favourably than other competing properties. The Resort hereby provides the Tour Operator with a non-exclusive license for the life of this Agreement to use its photography, videos, logos, maps, and information as may be provided by the Resort from time to time. The Tour Operator shall promptly update any Resort photos and descriptions in accordance with updates provided by the Resort from time to time. The Tour Operator is aware of its obligations under ABTA’s Code of Conduct and its legal liability in the United Kingdom or such other country where the Tour Operator operates for false trade descriptions, as such, the Tour Operator shall be responsible to periodically check the Resort’s webpage and advertising for updates, and advertise its Clients accordingly.

2. RESERVATIONS, RATES, AND CLOSE OUTS.

a. Booking. All reservations must be made with the Resort’s London based exclusive agent:

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RESORT MARKETING INTERNATIONAL LTD.
Suite C4 Baddow Park
Great Baddow, Chelmsford, CM2 7SY
Telephone: +44 (0) 1245 459906
E-mail: res@resort-marketing.co.uk

All bookings shall be made on a sell and report basis. Sell and report means the Tour Operator MUST REPORT EACH BOOKING including a rooming list and any booking modifications to RESORT MARKETING INTERNATIONAL by EMAIL to the above-given contact details WITHIN 24 HOURS after the Tour Operator sells the booking or receives a booking modification request. Reservations are on a free sale basis, in conjunction with the Resort’s availability and close outs issued. Reservations must include the Resort name, name and initial of guests, arrival and departure dates, meal plan, room category, special offers, airline booked, flight arrival time and flight number, age of children.

b. Group Bookings. The Tour Operator shall submit any group bookings to RESORT MARKETING INTERNATIONAL on a special request basis. A group booking agreement must be signed by both the Tour Operator and RESORT MARKETING INTERNATIONAL along with a deposit received by RESORT MARKETING INTERNATIONAL before the Tour Operator may confirm the group booking with its Clients. A group booking is any booking for an affiliated group of Clients consisting of 6 or more Resort Rooms with substantially similar arrival and departure dates.

c. Booking and Cutoff Dates. The Resort reserves the right to refuse any booking or modification not submitted to RESORT MARKETING INTERNATIONAL in writing prior to the cut-off date on the Resort’s annual Rate Sheet. The Tour Operator shall be solely responsible for confirming bookings to its Clients and the accuracy of booking confirmations. In the event of a booking confirmation discrepancy, the Tour Operator shall be responsible for notifying RESORT MARKETING INTERNATIONAL of such discrepancy within 24 hours of receiving the booking confirmation. Bookings and modifications not submitted in accordance with the terms of this Agreement shall not be binding upon the Resort.

d. Rates. The applicable nightly rates for each booking are set forth on the annual Rate and Description Sheet for the Resort, which shall be distributed to the Tour Operator by RESORT MARKETING INTERNATIONAL. Property description information contained in the Rate and Description Sheet is for informational purposes and are subject to change upon notice to the Tour Operator from the Resort. Airfare, ground transportation and travel insurance are not included in the nightly rates. By submitting bookings to RESORT MARKETING INTERNATIONAL the Tour Operator agrees to the terms and conditions set forth in this Agreement and promises to remit payment based on the nightly rates shown on the Rate Sheet for the applicable time period. In the event of a rate loading error, RESORT MARKETING INTERNATIONAL shall have up to seven business days after a booking is reported to notify the Tour Operator of the correct nightly rates, allowing the Tour Operator to contact the Client and notify the Client of the rate discrepancy; and the Client may choose to proceed with the booking using the correct nightly rates, or cancel the booking without penalty.

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e. Closeouts. The Resort reserves the right to issue closeout notices at any time and for any time period or rate category. The closeout notice shall specify the dates and room categories for which bookings are no longer being accepted. Within 24 hours after the Resort issues a closeout notice, the Tour Operator must submit to RESORT MARKETING INTERNATIONAL in writing all of the Tour Operator's bookings that fall within any part of the closeout period or rate category. Bookings or modifications reported more than 24 hours after a closeout notice is issued will not be accepted. It is a condition of this Agreement that the Tour Operator provides RESORT MARKETING INTERNATIONAL with the NAME and CONTACT INFORMATION of the person to whom closeout notices shall be sent. Information to be supplied as follows:

Recipients Name:
Email Address:
Telephone No:

f. Client Relocation. If the Resort is unable to accommodate a Client as booked, then the Resort shall use its best efforts to: (i) assign the Client to an alternative room category at the booked Resort; or (ii) relocate the Client to a similar or higher quality Resort property and pay for the Client's ground transportation to the alternative property and any additional charges resulting from the move.

3. CANCELLATIONS, NO-SHOWS, AND EARLY DEPARTURES.

a. Cancellation Policy and Charges. The Tour Operator shall provide RESORT MARKETING INTERNATIONAL with written notice of any cancelled bookings within 24 hours of the cancellation. The Tour Operator shall be solely responsible for remitting any cancellation charges and notifying the Tour Operator's Clients of the cancellation charge policy set forth in the Rate Sheet distributed by RESORT MARKETING INTERNATIONAL.

b. No-Show Charges. Clients who do not arrive and check-in on their scheduled arrival date shall be deemed "no-shows" and the cancellation charges set forth in the Rate Sheet distributed by RESORT MARKETING INTERNATIONAL shall apply.

c. Early Departure Charges. Clients who check-out prior to their scheduled departure date shall not be entitled to a refund for the unused nights.

4. PAYMENT TERMS.

a. Invoices. RESORT MARKETING INTERNATIONAL shall invoice the Tour Operator via email unless the Tour Operator specifically requests mailed hard copies. Invoices shall be deemed received by the Tour Operator 24 hours after being emailed to the email address provided by the Tour Operator. All invoices are due within 21 DAYS prior to client arrival.

b. Payment Terms. The Resort will establish Tour Operator's account on a voucherless billing program based on the Client arrival manifest submitted by the Tour Operator. Tour Operator shall submit final Client arrival manifests to RESORT MARKETING INTERNATIONAL on or before the applicable cut-off date on the Resort's annual Rate Sheet. The Tour Operator shall submit Client arrival manifests to RESORT MARKETING INTERNATIONAL by Email to:

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EMAIL: res@resort-marketing.co.uk

c. Payment. All payments from Tour Operator must clearly indicate for each booking: (i) Client names; (ii) booking confirmation number; (iii) arrival date (iv) departure date; (v) room category; (vi) meal plan; (vii) any special offers or rate codes; (viii) booking price payable by Tour Operator; (ix) Tour Operator's name. Tour Operator shall be responsible for verifying that payments have been received and for informing RESORT MARKETING INTERNATIONAL in writing of any payment delays or disputes. If any payment is not timely received, the Resort may: (a) cancel the reservation prior to the Client's arrival in which case the Tour Operator shall be responsible for notifying the Client and for any resulting damages; or (b) charge the Client directly upon the Client's arrival at the Resort or thereafter. In this case, if for any reason the Resort is unable to collect payment in full from the Client, the Tour Operator shall remain fully liable for any outstanding balance. If the Tour Operator requires vouchers to be included in invoicing by the Resort, then the Tour Operator must notify RESORT MARKETING INTERNATIONAL in writing and submit a sample voucher along with this Agreement. All payments are due in full without any deductions or offsets, except in the event of a billing dispute as described in paragraph (f) below. Partial payments are not permitted, and failure to timely remit payment shall result in the booking being cancelled.

d. Method of Payment. All payments shall be made in United States Dollars by wire transfer. Personal cheques will not be accepted. Bank charges are the sole responsibility of the Tour Operator and MUST be paid by the Tour Operator.

e. Charges for Late Payment. All past due amounts shall accrue interest from the due date until paid at the rate of 1.5% per month. The Resort shall be entitled to suspend or terminate this Agreement where amounts owed to the Resort by the Tour Operator remain outstanding. Upon the termination of this Agreement for any reason, all amounts owed by the Tour Operator shall become immediately due and payable without further notice. In the event of any collection or enforcement action, the Resort shall have the right to recover all costs of collection including without limitation reasonable legal fees, court costs, and all other related expenses. Operator shall also reimburse the Resort for any charges resulting from returned cheques.

f. Billing Disputes. In the event of a billing dispute, Tour Operator shall timely pay the amount of the invoice that is not in dispute. The Tour Operator shall notify RESORT MARKETING INTERNATIONAL in writing of the portion of the invoice that is in dispute, and this shall be reviewed by the Tour Operator and RESORT MARKETING INTERNATIONAL within 7 business days after RESORT MARKETING INTERNATIONAL'S receipt of Tour Operator's written dispute notice. If the Tour Operator and the Resort are unable to resolve the invoice dispute within 30 days after the date of the Tour Operator's written dispute notice, then the parties shall jointly submit the dispute to a reputable accounting firm for resolution of the dispute. The cost of the accounting firm shall be borne by the parties in proportion to how each prevails on the dispute, as determined by the accounting firm. Once the dispute is resolved, all remaining payments in relation to the disputed amount, including amounts due to the accounting firm, shall be paid within 5 business days. If the Tour Operator does not dispute the invoice in writing within 24hours after the

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invoice date, then the full amount of the invoice shall be deemed due and payable. The terms and conditions contained in this Agreement apply to all bookings, regardless of booking source or method.

5. OBLIGATIONS OF THE PARTIES.

a. Tour Operator Obligations.

(i) In consideration of the grant to it of preferential rates and/or allocation, the Tour Operator shall include the Resort in its programme and brochure of inclusive holiday tours for the period of this Agreement. The brochure description shall include descriptive information and current photography, and shall provide the Resort with a minimum of equal display in the Tour Operator's brochure in comparison with any competing property.

(ii) The Tour Operator shall not disclose or discount the Resort's rates as provided in the Rate Sheet, and shall not offer the Resort otherwise than as part of a package in which the Resort is only one element. Rates are strictly FIT and cannot be promoted as accommodation only rates in any form. Should the Tour Operator choose to promote the rates as accommodation only rates, full Rack Rates will be applied.

(iii) Tour Operator warrants and represents that it is a travel organizer as defined in the European Community Directive on Package Travel Holidays and Package Tours, and the United Kingdom Package, Travel Package, and Package Tours Regulations 1992 and that it is aware of its liability to Clients thereunder and of the legal liability which it is bound to assume to its Clients.

(iv) The Tour Operator shall provide the Resort with a copy of its Fair Trading Bond and Booking Conditions as set out in all existing and current Tour Operator brochures that feature the Resort during the term of this Agreement. Should the Tour Operator be required to make a refund to any Client in respect of their stay at the Resort, then the Tour Operator will negotiate fairly with the Resort as to which party should bear all or part of the burden thereof.

(v) The Tour Operator shall be responsible for advising its Clients about the need for travel insurance.

b. Resort Obligations.

(i) Throughout the term of this Agreement the Resort shall not increase its rates PROVIDED THAT should there be an increase in any applicable tax or governmental fees, then the amount of such increase shall be passed on to the Tour Operator or the Client as the case may be, by the Resort .

(ii) Throughout the term of this Agreement, the Resort warrants and represents:

That the Resort holds all necessary certificates with all applicable national and local laws, decrees, regulations and codes of recommended practice (including those promulgated by trade associations of which the Resort is a member) relating to hygiene, fire and general safety of those using the Resort or any of its amenities.

That the Resort is comprehensively insured with a reputable insurance company in respect of its liability for death, illness, personal injury, or other loss or damage

Galley Bay Resort & Spa (4½ stars)

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Signed off by:

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GAL/TRAV/18/FATBUDDAH

28 Feb '18

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suffered by third parties, however caused in a sum assured of not less than One Hundred Thousand Dollars United States Currency (US\$100,000) for each and every individual for each and every claim but without limitation of indemnity in respect of costs, fees, and expenses.

That the Resort shall at once inform the Tour Operator if at any time the Resort or any of its facilities or amenities no longer comply with any safety standards or if there are any changes in its insurance or if the Resort ceases to be insured.

That should the Resort sub-contract any of its obligations under this Agreement for any reason whatsoever, then the Resort shall require that the sub-contractor shall comply with the said safety standards and maintain insurance as aforesaid. The Resort agrees that in the event of the negligence of any sub-contractor or if any sub-contractor fails to comply with the said safety standards or to maintain the said insurance cover, the Resort will indemnify the Tour Operator and its Clients against any loss, damage or expense incurred by the Tour Operator in relation to claims which may be made against the Tour Operator, whether for death, illness, personal injury or other loss or damage however caused.

Notwithstanding anything to the contrary, the Resort shall not be liable, and the Tour Operator shall not hold the Resort liable or seek indemnification in the event of any losses, claims, or damages based on any Client's use or intended use of any offsite premises, services, activities, tours, excursions 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 Resort.

6. LIMITATIONS OF LIABILITY

a. Insect-borne Viruses, Food Allergies and Dietary Restrictions. The Resort is located in a tropical environment. Although the Resort does employ a year round pest control service, the Resort, its owners, employees, agents, insurers, and suppliers shall absolutely not be liable for any claim, injury or illness resulting from exposure to Zika virus, Chikungunya virus, or any other insect-borne virus or tropical illness whatsoever. The Resort'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 Resort's food and beverage operations, the Resort cannot guarantee that food items will not come in contact with potential allergens even if a particular food does not normally include such ingredients. Guests with food allergies or dietary restrictions should be advised accordingly and take precautions. The Resort is not able to accommodate individually tailored meals for specific guests based on their individual dietary needs. The Resort and its owners, employees, agents, insurers, and suppliers shall absolutely not be liable for any claim, injury or illness resulting from food allergies or specific dietary needs or requirements.

b. Force Majeure. Neither the Tour Operator, nor the Resort and their respective agents and representatives shall be liable under this Agreement for none performance of an obligation that is caused by a Force Majeure event such as, but not limited to, labour disputes, civil commotion, governmental regulations or controls, fire or other casualty, inability to obtain materials, acts of war, terrorism, travel supplier strikes and delays, equipment failure, acts of God to include adverse

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weather conditions, hurricanes, windstorm, fire, earthquakes, flood, fog, rain, smog, volcanic activity, and solar flare.

c. Limitation of Liability. In no event shall the Resort or its owners and agents be liable to the Tour Operator or any Client for any special, consequential, or punitive damages of any nature whatsoever even if informed of their possibility including without limitation lost profits or savings. Operator shall indemnify, defend, and hold harmless the Resort and its owners and agents from and against any claims or actions of any nature whatsoever arising out of the acts or omissions of the Tour Operator. The Resort shall indemnify, defend, and hold harmless the Tour Operator from and against any claims or actions arising out of the acts or omissions of the Resort and its agents. These indemnity provisions shall not excuse or limit the obligations of the parties' respective insurers and do not extend to any amounts covered by the parties' respective insurance policies. Notwithstanding anything to the contrary, any claims or actions by any Client arising out of or in connection with the Client's stay at the Resort, including without limitation, loss, injury, illness, or death claims, must be brought exclusively in the country where the Resort is located. RESORT MARKETING INTERNATIONAL is not and shall not be deemed an office or place of business of the Resort. The Tour Operator shall be responsible for advising its clients of these limitations of liability.

d. Indemnity Claims. The Resort shall indemnify and keep indemnified the Tour Operator against all losses, liabilities, claims or expenses for or in respect of injury (including death), loss or damage to persons or property which may arise from any cause whatsoever out of or in connection with the supply of services to the Tour Operator (excluding the negligence or default of the Tour Operator, its servants or agents, but including any failure on the Resort's part to comply with the laws, decrees, regulations and codes of recommended practice referred to above). Provided always that in the event of an indemnity claim, the Resort shall have the right to defend itself prior to making any indemnity payments, and the Tour Operator shall not seek indemnification from the Resort unless the Tour Operator has notified the Resort in writing of any actual or potential claims and giving the Resort and its counsel an opportunity to defend.

7. OTHER TERMS AND CONDITIONS.

a. Client Obligations. At check-in, Clients are required to show valid Government-issued identification, provide a valid major credit card (other than American Express) upon which a pre-authorization of US\$300.00 shall be taken to cover any possible incidental charges. The pre-authorization is released at check-out subject to any charges incurred locally at the Resort. Clients who fail to provide a valid credit card at check-in may be denied accommodation. In the event of non-payment by the Tour Operator, the Resort reserves the right to charge the Client's credit card for the Client's stay at the Resort.

b. Relationship of the Parties. The Resort and the Tour Operator warrants and represents that they are independent contractors. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership, joint-venture or similar relationship. RESORT MARKETING INTERNATIONAL is an independent contractor of the Resort. RESORT MARKETING INTERNATIONAL does not own, operate, or manage the Resort and is not an office or place of

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business of the Resort. The Resort is not engaged in trade or business outside of the country in which the Resort is located.

c. Notices. Any notice required under this Agreement shall be in writing and shall be deemed received 24 hours after sent by email, or when actually delivered by reliable overnight courier service with delivery receipt. All notices to the Resort shall be sent to Managing Director Colin Pegler:

Colin@resort-marketing.co.uk

d. Entire Agreement; Modification. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be modified except by a further written agreement signed by both parties. The parties intend this Agreement to be legally binding. The parties specifically agree that this Agreement is enforceable according to its terms, and that this Agreement is unique to the Tour Operator and the Resort. This Agreement shall be construed as if it was drafted equally amongst each part to this Agreement. Any provision of this Agreement that is found by a court of competent jurisdiction to be invalid or unenforceable shall not affect the validity or enforceability of the remaining provisions of this Agreement; and the court shall replace the invalid or unenforceable provision with a provision that is valid and enforceable and carries out the intent of this Agreement as closely as possible. Time is of the essence with respect to the provisions of this Agreement.

e. Governing Law and Forum. This Agreement is written in the English language which shall be construed the authentic language. This Agreement shall be governed by the laws of the country where the Resort is located, excluding that country's conflict of laws provisions. The parties to this Agreement hereby submit to the exclusive jurisdiction of the courts and authorities of the country in which the Resort is located with respect to any claims or actions of any kind whatsoever including without limitation any personal injury, illness, or death claims. Save that, in the event of a default on the part of the Tour Operator, the Resort reserves the right to file a claim and seek enforcement in any jurisdiction where the Tour Operator is domiciled or engaged in business. Any claim or action not brought in accordance with this paragraph 7(e) shall be dismissed upon application, without prejudice, and may be re-filed in accordance with this paragraph 7(e). The party seeking the dismissal of any non-permitted claim or action shall be entitled to recover all dismissal costs including without limitation reasonable attorneys' fees and court costs.

f. Waiver. No waiver, by conduct or otherwise, of any term, provision, or condition of this Agreement or the breach or default thereof in one or more instances shall be deemed an continuing waiver or a waiver of any subsequent breach or default.

g. Headings. Headings and captions contained in this Agreement are for convenience and reference purposes only.

h. Intellectual Property. All intellectual property belonging to the Resort and their respective representatives and agents, including without limitation all photographs, videos, logos, trade names, and trademarks shall be and remain the exclusive property of the Resort and its representatives or agents.

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i. Survival. All provisions intended to survive the termination of this Agreement shall survive.

j. Third Parties. This Agreement has been made for the sole protection and benefit of the named Resort and Tour Operator and their respective permitted successors and assigns. No other person, entity, or other third party beneficiary shall have any right or action under this Agreement.

k. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Tour Operator and the Resort and their respective successors and assigns. The Resort reserves the right to assign this Agreement to a third party in the event of a sale of the Resort or its assets. The Tour Operator reserves the right to assign this Agreement to a third party that gains ownership of the Tour Operator, subject to the prior written consent of the Resort, such consent not to be unreasonably withheld.

l. Rights and Remedies. All rights, powers, remedies, benefits, and privileges available under this Agreement are in addition to and not cumulative of any and all rights, powers, remedies, benefits, and privileges available at law or inequity, except as specifically limited in this Agreement.

m. Signatures and Format. Electronic signatures and a printed, PDF, or other electronic format of this Agreement shall be acceptable and binding for all purposes.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first written above.

RESORT:

By: _____

Printed Name: _____

Title: _____

OPERATOR:

By: _____

Print Name: _____

Title: _____

Billing Address: _____

Tel. _____

Fax: _____

Email: _____