



## 2018/2019 WHOLESALE AGREEMENT

<b><u>TRAVEL COMPANY NAME:</u></b> Worldwide Dream Villas	<b><u>PROPERTY ADDRESS:</u></b> Half Moon P.O. Rose Hall, Jamaica, W.I.
<b><u>ADDRESS</u></b> Hemingford Grey, 40 Knutsford Road Aderley Edge Cheshire SK9 7SF UK	<b><u>Contact information</u></b> Rachel Hardy Commercial Director Email: <a href="mailto:Rhardy@halfmoon.com">Rhardy@halfmoon.com</a> Tel: 876-953-2211

THIS WHOLESALE AGREEMENT (“Agreement”), is effective the «26<sup>th</sup> June 2017», is by and between Half Moon Bay Limited (“**HALF MOON**”) and **Worldwide Dream Villas** (“**Wholesaler**”), with its principle place of business at Hemingford Grey, 40 Knutsford Road, Aderley Edge, Cheshire SK9 7SF, UK. HALF MOON and Wholesaler are referred to as the “Parties” and each shall be referred to individually as a “Party.”

### BACKGROUND

Wholesaler is in the business of offering lodging reservations for sale directly to consumers and desires to participate as a preferred wholesaler of reservation sales for lodging at HALF MOON as authorized by this Agreement.

### AGREEMENT

The parties agree:

#### 1. **GENERAL**

##### 1.1 **Execution of Wholesale Agreement**

Lodging reservations and rates will not be confirmed, guaranteed, or processed until this Agreement has been executed by Wholesaler and returned to HALF MOON.

#### 2. **LODGING SALES**

##### 2.1 **Lodging Rate Structure**

Wholesaler is aware and agrees; (i) all rates provided are subject to availability and; (ii) HALF MOON reserves the right to change rates at any time without notice, including without limitation, creating special rates or packages and; (iii) amend blackout dates during the term of this Agreement. Wholesaler will sell lodging reservations in accordance with the rate structure described in Exhibit A. HALF MOON will not guarantee the accuracy of the reservation if Wholesaler does not comply with Exhibit A.

##### 2.2 **Reservation Procedures**

Wholesaler will communicate with HALF MOON’s reservations staff as described on Exhibit A as applicable, when securing lodging reservations. At the time of booking, Wholesaler must identify itself as a wholesaler and provide all relevant details regarding the reservation, including any extra persons. Unless otherwise agreed, Wholesaler must provide, in writing, all deposited reservations, with names, dates of stay, room types and transaction numbers, within 72

hours of confirmation. If Wholesaler fails to comply with this requirement, HALF MOON cannot guarantee the accuracy or availability of the reservation.

### **2.3 Payment Information**

HALF MOON will not cover any fees associated with wire payment that exceeds more than \$25USD. All rates are exclusive of any applicable fees (including resort fees) and taxes and are subject to change (tax is based on net rate). HALF MOON agrees to notify Wholesaler in writing in the event of any changes in tax rates. Wholesaler is responsible for any amounts due as a result of tax increase. Wholesaler will pay HALF all monies owed in U.S. Dollars at the time of purchase. Any unpaid balance will accrue interest at the rate of 1.5% per month or 18% per annum until paid in full.

Bank Name:	Citibank
Bank Address:	Citibank N.A., 111 Wall Street, New York, NY 10043
Credit to Account:	3683-3733
Beneficiary Name:	HALF MOON BAY LIMITED
Beneficiary Address:	Half Moon Hotel, P.O. Rose Hall, Montego Bay, Jamaica
SWIFT Address (BIC)	CITIUS33
ABA#	21000089

In the event of a dispute in charges, Wholesaler must submit a written detail of all disputed charges to HALF MOON within 10 days of invoice date. Upon resolution of disputed charges, any outstanding payment due to HALF MOON must be paid to HALF's Accounting Office within 10 days of the date of resolution. All undisputed charges must be paid in accordance with the payment policies in this Section 2.

### **2.3 Cancellation Policy**

a. In addition to the provisions contained within this Section 2.3 and those in 2.2, payment shall be made in accordance with the Cancellation Policy as detailed in Exhibit A.

b. Wholesaler will be responsible for all cancellations and agrees different requirements for cancellations apply for Winter & Holiday Reservations and Summer/Fall Reservations as indicated above. If Wholesaler does not comply with the applicable cancellation requirements, Wholesaler must pay the entire lodging reservation amount. Any guest who does not check in by 12:01 AM the day following his/her scheduled arrival date will be considered a late-arrival. In the event a guest checks in after their scheduled arrival date or departs prior to their scheduled departure date (per confirmation), Wholesaler will be responsible for payment for the full length of stay as stated on the confirmation.

### **2.4 Black-Out Periods and Minimum Stay Requirements**

a. HALF MOON reserves the right to blackout certain dates anytime during the year. HALF MOON will honor all Wholesaler reservations confirmed prior to the imposition of any blackout dates, so long as Wholesaler notifies HALF MOON with name and dates of the reservation, within 48 hours after the black-out period has been announced.

b. Notwithstanding the above, Wholesaler understands and agrees, if unforeseen inventory conflicts arise, HALF MOON Properties reserve the right to move guests from the booked accommodation and will substitute a comparable accommodation as determined by the HALF MOON. HALF MOON will do all possible to avoid Wholesale guest move situations and in the event a move becomes necessary and predictable, HALF MOON will use reasonable efforts to notify Wholesaler

### **3. TERM**

The term of this Agreement shall begin on the Effective Date and shall continue until **December 20, 2019**, unless sooner terminated by either party upon seven (7) days prior written notice of termination to the other party. This Agreement may be terminated with or without cause upon seven (7) days' notice to Wholesaler by HALF MOON. HALF MOON shall honor bookings made by Wholesaler prior to receipt of such notice. The parties may renew this Agreement for successive one-year terms by mutual written consent executed by authorized representatives of each party. HALF MOON reserves the right to increase rates and upon Term renewal will provide updated rates and polices for the relevant contract year.

### **3. PRE-PAYMENT POLICY AND INFORMATION:**

- i. **Deposit – Non Holiday** – A deposit amount equivalent to 25% of reservation (including taxes and service charge) per unit is due no later than 14 days after reservations have been booked. **Deposit Holiday:** A Holiday reservation made prior to October 31, 2018 requires a deposit in the amount equivalent to 25% of net lodging cost (including taxes & service charge) per unit due no later than 14 days after reservations have been booked. An additional 25% (including taxes & service charge) is due on June 1<sup>st</sup>, 2018. Holiday Reservations made after October 31, 2018 are considered close-in reservations and full payment is required within 72 hours after day of booking or by day of arrival, whichever occurs first. Please immediately scan and email a copy of payment to [reservation@halfmoon.com](mailto:reservation@halfmoon.com) with reference to reservation confirmation code. If scanned and email copy of actual payment is not received, the reservation will automatically be cancelled and wholesaler will be responsible for Cancellation penalties.
- ii. **Final Payment Non-Holiday** – Balance of total net lodging cost (including taxes & service charge) is due 7 days prior to arrival.  
**Final Payment Holiday** – Final payment due October 31, 2018
- iii. **Delinquent Payments** – Reservations not paid in accordance within the deposit and final payment policy are considered un-guaranteed and are subject to cancellation and applicable penalties. Reservations showing delinquent payment status for two consecutive weeks are subject to cancellation and applicable penalties.

### **5. FORCE MAJEURE**

If for any reason beyond its control the performance of this agreement by HALF MOON is subject to any circumstances making it illegal or impossible to provide or use HALF MOON's facilities, including Acts of God or nature, war, fire, strikes, Government regulations, disaster, civil disorder, curtailment of transportation facilities or any other extraordinary occurrences, such non-performance is excused and HALF MOON may terminate reservations without further liability other than return of client's deposit.

### **6. INDEMNIFICATION**

In consideration for the permissions granted hereunder, Wholesaler agrees to ASSUME ALL RISKS associated with its specific operations and agrees to hold harmless, release, defend and indemnify HALF MOON, its employees, representatives, assignees, directors, officers and shareholders (each hereinafter a "Released Party") from all liabilities, causes of action and/or claims, including those for injury or death to persons or damage to property, arising from Wholesaler's operations and/or its activities hereunder, including those injuries and damages caused by a Wholesaler or its party's alleged or actual: 1) negligence or 2) breach of its obligations or any express or implied warranty under this Agreement. Wholesaler agrees to indemnify each Released Party for any injuries to the Wholesaler or to other person(s) or property that Wholesaler may cause as a result of or otherwise associated with its operations or activities. Furthermore, Wholesaler agrees the indemnity detailed immediately above shall cover all harm flowing from its operations or activities whether known or unknown, whether anticipated or not anticipated. The provisions of this Section shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination. As part of this indemnification agreement, Wholesaler shall employ counsel acceptable to HALF MOON and shall reimburse HALF MOON for legal fees and other costs incurred in HALF MOON defense of any such claim(s) or litigation.

### **7. WHOLESALER BRAND POSITIONING; USE OF HALF MOON BAY TRADEMARKS**

#### **7.1 Wholesaler Brand Positioning**

Wholesaler must not position itself in any manner as (i) HALF or (ii) HALF MOON community's "central reservations" group; in an attempt to capture business from a customer or otherwise. By way of non-limiting example, Wholesaler's use of search engine marketing or domain names other than the Wholesaler's brand that could suggest that Wholesaler's site is owned by HALF MOON or the HALF MOON's central reservations would be a violation of this Section. Any violation of this Section by Wholesaler, as solely determined by HALF MOON, will be a material breach of this Agreement.

### **8. CONFIDENTIALITY**

Wholesaler must keep confidential all non-public information received from HALF MOON in connection with this Agreement, including but not limited to (i) negotiations between Wholesaler and HALF MOON held prior to execution of this Agreement; (ii) rate, discount and commission structures specific to Wholesaler; and (iii) any additional information HALF MOON communicates to Wholesaler during the term of this Agreement.

## **9. INTELLECTUAL PROPERTY RIGHTS**

### **9.1 Grant**

During the term of this Agreement and solely in connection with Wholesaler's performance under this Agreement, HALF MOON grants to Wholesaler and Wholesaler accepts from HALF MOON, a non-exclusive license to use HALF MOON's intellectual property, photos, logos and other promotional collateral provided by HALF MOON, including any intellectual property HALF MOON is authorized to use and provide to Wholesaler (the "**Content**"). Wholesaler's use will be limited to Wholesaler's travel reservation business for incorporation into Wholesaler's marketing, advertising and promotional collateral, which may include brochures, pamphlets, periodical ads, radio/television advertising and advertising on the Internet ("**Wholesaler's Advertising**"). Wholesaler's use of the Content must (i) not violate Section 7; and (ii) be for the exclusive purpose of performance of this Agreement. Wholesaler must immediately discontinue use of the Content and promptly return all embodiments of the Content to HALF MOON upon termination or expiration of this Agreement.

### **9.2 Content**

Wholesaler acknowledges that the Content contains trademarks, service marks and logos owned by and used in commerce to represent the goods and services of HALF MOON (the "**Marks**"). All right, title and interest in and to the Marks and the Content will remain vested in HALF MOON.

### **9.3 Proprietary Rights**

Wholesaler agrees that (i) all trademarks, service marks, goodwill, copyrights and other rights associated with the Marks and/or Content in existence now or later developed or acquired during the term of this Agreement are and will be owned exclusively by HALF MOON; (ii) nothing in this Agreement will allow Wholesaler to acquire any right, title or interest in or to the Marks and/or the Content; and (iii) Wholesaler must not use, and must not allow the use of any Marks and/or Content except as expressly permitted by this Agreement.

### **9.4 Limitations**

Wholesaler use and exploitation of the Marks and/or the Content must be for the express purpose of incorporating the Marks and/or Content into Wholesaler's advertising. Wholesaler agrees that the license granted by HALF MOON pursuant to this Agreement must be for use of the Marks and/or the Content. Wholesaler must not modify the Marks and/or the Content. Wholesaler must not use the Marks and/or the Content to represent itself as an affiliate or agent of HALF MOON. Wholesaler must use the Marks and/or Content only as a consumer identifier secondary to the primary consumer identification with Wholesaler's own marks and content.

## **10. GENERAL PROVISIONS**

### **10.1 Publicity**

Wholesaler may not issue a press release or make a public statement concerning this Agreement without the approval of HALF MOON.

### **10.2 Compliance with Law**

Wholesaler hereby represents and warrants that it will comply with all applicable laws, ordinances, rules, regulations and HALF MOON policies affecting its obligations under this Agreement, be they of federal, state, local or other jurisdictional origin; and shall be responsible for accurate disclosure of rates and fees associated with its booking of lodging reservations at HALF MOON, including without limitation, separation of room rate, additional fees (including resort fees), and taxes.

### **10.3 Authority**

Each party represents that (i) it has the corporate power and authority to enter into and perform this Agreement; and (ii) execution or performance of this Agreement does not breach any other agreement.

### **10.4 Governing Law**

This Agreement is governed by the country of Jamaica, without regard to its conflicts of laws principles.

### **10.5 Jury Waiver**

The parties waive their rights to trial by jury in any legal action under this Agreement.

## 10.6 Remedies Cumulative

The rights and remedies in this Agreement are cumulative and are in addition to all rights and remedies available under law (unless waived in this Agreement). By exercising any right or remedy a party does not waive any other available right or remedy.

## 10.8 Severability

If any part of this Agreement is held invalid in a legal proceeding, then the rest of the Agreement will remain valid.

## 10.9 Attorneys' Fees

If a party substantially prevails in any legal action under this Agreement the non-prevailing party must pay the reasonable attorneys' fees, experts' fees, costs and expenses of the prevailing party.

## 10.10 Notices

All notices under this Agreement must be in writing and delivered to the notice address below (a) in person; (b) by registered, express, or certified mail; (c) by courier or messenger service; (d) by facsimile; or (e) by electronic mail with acknowledgement of receipt. Notice is deemed given on the date delivered or attempted but delivery is refused. Any party may change its notice address by following the requirements in this section.

If to HALF MOON:                      Half Moon Bay Limited  
Attention: Rachel Hardy, Commercial Director  
Half Moon P.O.  
Rose Hall, Jamaica, W.I.  
Facsimile: 876.953.3244  
E-mail: [rhardy@halfmoon.com](mailto:rhardy@halfmoon.com)

If to Wholesaler:                      Worldwide Dream Villas  
Attention: Sonia Burdín / Linda France  
Hemingford Grey, 40 Knutsford Road  
Aderley Edge,  
Cheshire SK9 7SF  
UK  
Office: 44 1978 368531  
E-mail: [linda@worldwidedreamvillas.com](mailto:linda@worldwidedreamvillas.com);  
[sonia@worldwidedreamvillas.com](mailto:sonia@worldwidedreamvillas.com)

## 10.11 Survival

Any agreements, obligations or undertakings in this Agreement which by their terms must be performed or remain in effect following the termination or expiration of this Agreement will survive.

## 10.12 Amendment

The parties may only alter this Agreement by written amendment signed by the parties.

## 10.13 Further Assurances

If reasonably requested, any party will sign and deliver any document or take other action necessary to carry out the intent of or to perfect any of the rights granted in this Agreement.

## 10.14 Time of the Essence

Time is of the essence with regard to all dates and time periods in this Agreement.

## 10.15 Captions

The captions of each section are for reference only and do not affect the interpretation of this Agreement.

## 10.16 No Presumption Against Drafter

This Agreement expresses the mutual intent of the parties. Each party has had the opportunity to consult with counsel. Any rule of construction that ambiguities will be resolved against the drafting party does not apply.

**10.17 Relationship of Parties**

Nothing in this Agreement creates a partnership, joint venture, or similar relationship between the parties. Neither party may bind the/any other party or hold itself out as having authority to bind the other party.

**10.18 Third-Party Beneficiary**

This Agreement is for the sole benefit of the parties and their successors and permitted assigns, and no other person or entity has any right under this Agreement except to the extent identified in this Agreement.

**10.19 Assignment; Successors**

Wholesaler may not assign or delegate its rights or duties under this Agreement. This Agreement is binding on the successors and permitted assigns of either party.

**10.20 Entire Agreement**

This Agreement contains the entire understanding between the parties relating to the subject described and supersedes all prior agreements, whether written or oral, relating to the same subject.

**10.21 Counterparts**

This Agreement may be executed in counterparts and delivered by facsimile or other electronic method, which taken together form the Agreement and will be binding as if the original signatures are on one document.

Please return your signed Agreement within 30 days of receipt.

HALF MOON BAY LIMITED  
Att: Rachel Hardy – Commercial Director  
Half Moon P.O.  
Rose Hall, Jamaica, W.I.  
Email: [rhardy@halfmoon.com](mailto:rhardy@halfmoon.com)

A returned copy of the signed Agreement will be returned to you. Please provide complete contact information in the spaces below.

**HALF MOON BAY LIMITED**

*Rachel Hardy*

\_\_\_\_\_  
Rachel Hardy  
Commercial Director

**WHOLESALER**

By: \_\_\_\_\_  
(Signature/Print Name)

Title: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**APPENDIX A**  
**ROOMS & SUITES**  
**2018-2019 RATES/INCLUSIONS/POLICIES – PRE PAY**

ROOMS/SUITES	Pre - Festive		Festive		Winter	
	12/16/18-12/20/18		12/21/18-01/02/19		1/3/2019 - 2/14/19 2/24/19 - 4/22/19	
	NET	Net inclusive of government tax, service charge and occupancy tax	NET	Net inclusive of government tax, service charge and occupancy tax	NET	Net inclusive of government tax, service charge and occupancy tax
Resort Room	245.60	311	460	579	405	510
Ocean Room	294.72	372	515	648	449	566
Prestige Ocean Room	327.14	413	577	725	507	638
*Estate Ocean Room	338.00	427	646	812	563	708
Ocean Junior Suite	347.77	439	677	850	588	739
Prestige Ocean Junior Suite	486.88	613	910	1141	777	975
Pool Suite	574.52	722	1121	1405	948	1189
Ocean Suite	677.93	851	1255	1573	1057	1325
Prestige Ocean Suite	799.96	1004	1406	1761	1179	1477
2 Bedroom Suite	959.95	1208	1720	2158	1397	1754
*Estate Ocean Suite	1069.00	1340	1811	2267	1506	1887
*2 Bedroom - Estate Ocean Suite	1407.20	1767	2457	3079	2070	2595
*4 Bedroom - Estate Ocean Suite	2084.00	2621	3750	4703	3197	4012

ROOMS/SUITES	President's Week		Mid-Season		Summer/Fall	
	2/15/19 - 2/23/19		4/23/19 - 6/30/19 11/17/19 - 12/1/19		7/1/19 - 11/16/19 12/2/19 - 12/20/19	
	NET	Net inclusive of government tax, service charge and occupancy tax	NET	Net inclusive of government tax, service charge and occupancy tax	NET	Net inclusive of government tax, service charge and occupancy tax
Resort Room	446	562	334	421	304	384
Ocean Room	496	624	370	467	336	424
Prestige Ocean Rooms	559	703	419	527	381	480
*Estate Ocean Rooms	622	781	464	584	422	531
Ocean Junior Suite	649	815	484	609	440	554
Prestige Ocean Junior Suite	859	1077	637	800	577	725
Pool Suite	1049	1315	775	973	702	881
Ocean Suite	1170	1466	863	1083	781	980
Prestige Ocean Suite	1305	1635	962	1207	870	1092
2 Bedroom Suite	1544	1938	1145	1440	1038	1305
*Estate Ocean Suite	1670	2091	1228	1539	1109	1390
*2 Bedroom - Estate Ocean Suite	2291	2872	1692	2123	1530	1921
*4 Bedroom - Estate Ocean Suite	3535	4434	2620	3291	2374	2983

**TERMS:** The rates above are quoted in US dollar, are per night, based on Standard Occupancy and are net non-commissionable. The current Government tax is 10% and 15% service charge; both are subject to change without notice. The \$4.00USD Occupancy tax applies per room, per night; 2-bedroom suites, 2-bedroom Estate Ocean Suite & 4-bedroom Estate Ocean Suite will have the occupancy tax applied to all bedrooms. Net rates are 20% below standard retail rates. Net rates are subject to change. N.b. all rooms marked with a (\*) will be on call or request basis only.

All room rates include:

- Complimentary daily buffet breakfast served in the restaurant as of the 3<sup>rd</sup> January 2019
- Wireless internet service in guest rooms and in public areas throughout the resort
- Use of computer lounge and business centre services
- Daily early morning coffee and tea station
- Use of tennis courts & tennis racquets



- Pre-arrival concierge services
- Airport concierge services
- On property shuttle bus service
- Use of fitness center
- Croquet • table tennis • volleyball • basketball
- Use of water sports equipment are (lilos, "paddle boards", single & double kayaks)
- Use of Anancy Children's Village playground

**OCCUPANCY:**

<b><u>Resort Room:</u></b>	Standard Occupancy: 2	Maximum: 2 adults; 1 infant
<b><u>Ocean Room:</u></b>	Standard Occupancy: 2	Maximum: 2 adults; 1 infant
<b><u>Prestige Ocean Room</u></b>	Standard Occupancy: 2	Maximum: 2 adults; 1 infant
<b><u>Ocean Junior Suite:</u></b>	Standard Occupancy: 2	Maximum: 2 adults; 2 children (under 12 years) or 2 adults; 1 child aged 13-17 years or 3 adults. Extra person charge applicable for children 13 years & over)
<b><u>Prestige Ocean Junior Suite:</u></b>	Standard Occupancy: 2	Maximum: 2 adults; 2 children (under 12 years) or 2 adults; 1 child aged 13-17 years or 3 adults. Extra person charge applicable for children 13 years and over)
<b><u>Pool Suite:</u></b>	Standard Occupancy: 2	Maximum: 2 adults; 2 children (under 12 years) or 2 adults; 1 child aged 13-17 years or 3 adults. Extra person charge applicable for children 13 years and over)
<b><u>Ocean Suite:</u></b>	Standard Occupancy: 2	Maximum: 2 adults; 2 children (under 12 years) or 2 adults; 1 child aged 13-17 years or 3 adults. Extra person charge applicable for children 13 years and over)
<b><u>Prestige Ocean Suite</u></b>	Standard Occupancy: 2	Maximum: 2 adults; 2 children (under 12 years) or 2 adults; 1 child aged 13-17 years or 3 adults. Extra person charge applicable for children 13 years and over)
<b><u>2 Bedroom Suite</u></b>	Standard Occupancy: 4	Maximum: 6 (extra person charge may apply)
<b><u>2 Bedroom - Estate Ocean Suite</u></b>	Standard Occupancy: 4	Maximum: 4 persons & 2 infants
<b><u>4 Bedroom – Estate Ocean Suite</u></b>	Standard Occupancy: 8	Maximum: 8 persons & 4 infants

**MINIMUM NIGHT STAY REQUIREMENTS ROOMS & SUITES: WILL BE COMMUNICATED WITH THE STANDARD BLACKOUT CLOSE OUT REPORT**

- **Dec 23, 2018 – Dec 31, 2018** – Up to an 8-night minimum stay required for any stays that touch these dates, wholesaler may book back-to-back reservations in order to meet minimum stay requirement. Wholesaler will be billed full 8 nights for all reservations held beyond October 31, 2018.
- **Feb 16– Feb 25, 2019:** 3 Night minimum stay required for any stays that touch these dates
- **Apr 14 – April 21, 2019:** 3 Night minimum stay required for any stays that touch these dates

**EXTRA PERSON CHARGES:**

**PRE-FESTIVE (DEC.16 - 20, 2018)**

Additional Person - Child 0-12	No charge
Additional Person 13+:	\$48USD net plus 25% tax & service charge/\$60USD net inclusive of tax/service charge

**CHRISTMAS/NEW YEARS (DEC.21, 2018 – JANUARY 02, 2019)**

Additional Person - Child 0-12	No charge
Additional Person 13+:	\$48USD net plus 25% tax & service charge/\$60USD net inclusive of tax/service charge

**FULL YEAR (JANUARY 3, 2019 – DECEMBER 20, 2019)**

Additional Person - Child 0-12:	No charge
Additional Person 13+:	\$68USD net plus 25% tax & service charge/\$85USD net inclusive of tax/service charge

(includes a complimentary buffet breakfast in the Great House restaurant, Il Giardino (seasonal) – \*room service breakfast and a la carte breakfast not included)

## OPTIONAL MEAL PLAN RATES & DESCRIPTIONS

### OPTIONAL MEAL PLAN ADD-ONS:

FOR ALL MEAL PLANS, GUESTS 3-12 YEARS OLD RECEIVE 50% DISCOUNT OFF NET RATE. GUESTS 2 & UNDER ARE FREE. MEAL PLAN MUST BE ADDED FOR THE ENTIRE LENGTH OF STAY AND FOR ALL GUESTS OCCUPYING THE ROOM.

\* NEW YEAR'S EVE SUPPLEMENT

Rates are per person/per day	Adult Net	Adult Net inclusive of government tax and service charge	Child Net	Child Net inclusive of government tax and service charge
Full Breakfast (BP) – Until 3 <sup>rd</sup> January 2019 when complimentary breakfast is included	\$20	\$25	\$10	\$12.50
Full American Plan (FAP) – Full Board until the 2 <sup>nd</sup> January 2019	\$104	\$130	\$52	\$65
Full American Plan (FAP) – Full Board of Lunch & Dinner from the 3 <sup>rd</sup> January 2019	\$92	\$115	\$46	\$57.50
* New Years Eve Supplement – Please add to FAP plans for 12/31/18 only	\$50	\$62.50	\$25	\$31.25

BREAKFAST BUFFET: Great House restaurant, Il Giardino (seasonal) – \*room service breakfast and a la carte breakfast not included

LUNCH: Great House restaurant, Il Giardino (seasonal), Moonchies, Spice

DINNER: Great House restaurant, Il Giardino, Delmare, Sugar Mill, Weekly Beach BBQ

Full American Plan (FAP) – Full Board: \* Includes lunch and dinner excluding drinks (non-alcoholic & alcoholic). Plan includes room service; guest will be charged a nominal room delivery fee.

n.b \* = complimentary breakfast not included in contracted rate pricing until the 3<sup>rd</sup> January 2019

## PREMIUM PLAN RATES & DESCRIPTION

### MEALS & BEVERAGES INCLUSIVE ADD-ON - COMBINABLE WITH ALL PROMOTIONS – 3 NIGHT MINIMUM STAY REQUIRED

FOR ALL PLANS, GUESTS 3-12 YEARS OLD RECEIVE 50% DISCOUNT OFF NET RATE. GUESTS 2 & UNDER ARE FREE. MEAL PLAN MUST BE ADDED FOR ALL GUESTS OCCUPYING THE ROOM.

#### \* NEW YEARS EVE SUPPLEMENT

Rates are per person/per day	Adult Net	Adult Net inclusive of government tax and service charge	Child Net	Child Net inclusive of government tax and service charge
<b>Premium Plan</b>	\$132	\$165	\$66	\$82.50
<b>*New Years Eve Supplement – Please add to all meal plans for 12/31/18 only</b>	\$50	\$62.50	\$25	\$31.25

**ALL PLANS BEGIN WITH DINNER ON THE DAY OF ARRIVAL AND END WITH LUNCH ON THE DAY OF DEPARTURE**

### Premium Plan Inclusions

- Welcome gift
- Round-trip Airport Transfers (Sangster International Airport)
- Daily lunch and dinner with beverages including Room Service\*:

BREAKFAST: Great House restaurant, Il Giardino (seasonal) – \*room service breakfast and a la carte breakfast no included

LUNCH: Great House restaurant, Il Giardino (seasonal), Moonchies, Spice

DINNER: Great House restaurant, Il Giardino, Delmare, Sugar Mill, Weekly Beach BBQ

#### BEVERAGE:

All beverages at Cedar Bar, Hayward Bar, Lester Bar, Hibiscus swim-up Bar, 19th Hole Bar, Great House restaurant, Il Giardino, Sugar Mill, Weekly Beach Party at Sunrise Beach and in-room bar. **A daily beverage allowance of \$120 per adult will be applied. Daily beverage credit cannot be accumulated during a stay, may not be redeemed for cash or credit alternative, it's not transferable to other rooms and may not be used towards a future stay. Any amount in excess of daily beverage credit will be automatically billed to the guest on a daily basis. Children Plan is at no cost to children 2-years-old and under. Children 3 – 12 years old will enjoy a 50% discount off the cost of the plan, and will receive a daily US\$60 beverage credit. Children up to 17 years old will receive credit towards non-alcoholic drinks only.**

- Room service delivery fee is applicable. Guests sharing the same room/suite must be on the same meal/inclusion plan. There is a mandatory supplement for New Year's Eve.

## ROOM & SUITE POLICIES:

**1. ROOM ALLOCATION:** Room types listed above are available on a FREE SELL basis. Unless you have a room allocation, please sell and report all reservations.

**2. CUTOFF:** All room allocation unit types have a 7 day cutoff in WINTER (January 03, 2019 – April 21, 2019) and 3 day cutoff in SUMMER/FALL (April 22, 2019 – December 20, 2019). After cutoff, all unit types are on a call and request basis.

### **3. CANCELLATION POLICY:**

SEASONS	POLICY
All dates unless otherwise noted	There is no cancellation penalty if reservation is cancelled outside <b>7 days</b> of arrival. Cancellations made <b>7 days</b> or less of arrivals are subject to forfeiture of full payment.
DEC. 21, 2018 – JAN.02, 2019 (*HOLIDAY)	There is no cancellation penalty if reservation is cancelled prior to <b>October 31, 2018</b> . Reservation becomes <b>non-refundable</b> as of <b>October 31, 2018</b> . No shows, late arrivals and early departures are charged the entire amount for the reserved stay. For bookings made after <b>October 31, 2018</b> , wholesaler has until the end of the next business day to cancel without penalty, after which all lodging charges will be billed in full to the wholesaler.

- i. No Shows: No-Show/Cancellation are non-refundable and will be billed in full, unless Half Moon has been notified in advance of anticipated late check-in.
- ii. Late Arrivals/Early Departures: Check-in after the scheduled arrival date or change in length of stay is considered a cancellation of affected dates is nonrefundable and will be billed in full.

### **4. BLACKOUT CALENDAR & AVAILABILITY:**

Half Moon will update you of availability and length of stay restrictions via a **blackout/stop-sell/restriction calendar** sent to the email address provided by Wholesaler. All reservations must be submitted to Half Moon within 48 hours after **blackout/stop-sell/restriction calendar** has been issued. Half Moon reserves the right not to honor reservation requests received after 48 hours once the blackout period has been imposed.

## **5. RESERVATIONS:**

All reservations must be confirmed in advance of guest arrival by the resort reservations department. Reservations contact details are as follows:

**Direct Dial:** (800) 626-0592 USA & Canada  
(800) 051-3893 UK  
(876) 953-2211  
**Fax:** (876) 953-2731

**Email:** reservation@halfmoon.com  
**Manager:** Jacqueline Gayle-Johnson

**Hours:** 7:00 a.m. - 9:00 p.m. (Local time)

## **6. PRE-PAYMENT POLICY AND INFORMATION:**

- iv. **Deposit – Non Holiday** – A deposit amount equivalent to 25% of reservation (including taxes and service charge) per unit is due no later than 14 days after reservations have been booked.  
**Deposit Holiday:** A Holiday reservation made prior to October 31, 2018 requires a deposit in the amount equivalent to 25% of net lodging cost (including taxes & service charge) per unit due no later than 14 days after reservations have been booked. An additional 25% (including taxes, service charge & resort fee) is due on June 1<sup>st</sup>, 2018. Holiday Reservations made after October 31, 2018 are considered close-in reservations and full payment is required within 72 hours after day of booking or by day of arrival, whichever occurs first. Please immediately fax a copy of payment to the above reservation fax number with reference to reservation confirmation code. If faxed copy or actual payment is not received, the reservation will automatically be cancelled and wholesaler will be responsible for Cancellation penalties.
- v. **Final Payment Non-Holiday** – Balance of total net lodging cost (including taxes & service charge) is due 7 days prior to arrival.  
**Final Payment Holiday** – Final payment due October 31, 2018
- vi. **Delinquent Payments** – Reservations not paid in accordance within the deposit and final payment policy are considered un-guaranteed and are subject to cancellation and applicable penalties. Reservations showing delinquent payment status for two consecutive weeks are subject to cancellation and applicable penalties.

**Rose Hall Villas by Half Moon  
2018-2019 Rates/Inclusions/Policies – PRE-PAY**

	Pre - Festive		Festive		Winter	
	12/16/18-12/20/18		12/21/18-01/02/19		1/3/2019 - 2/14/19 2/24/19 - 4/22/19	
	NET	Net Inclusive of government tax, service charge and occupancy tax	NET	Net Inclusive of government tax, service charge and occupancy tax	NET	Net Inclusive of government tax, service charge and occupancy tax
4bd Garden View	912.00	1156	1602	2018	1154	1458
5bd Garden View	1140.00	1445	2002	2523	1442	1823
6bd Garden View	1368.00	1734	2402	3027	1730	2187
7bd Garden View	1596.00	2023	2803	3532	2019	2552
5bd Ocean View	2008.00	2530	3520	4420	2534	3188
6bd Ocean View	2409.60	3036	4224	5304	3041	3826

	President's Week		Mid-Season		Summer/Fall	
	2/15/19 - 2/23/19		4/25/19 - 6/30/19 11/17/19 - 12/1/19		7/1/19 - 11/16/19 12/2/19 - 12/20/19	
	NET	Net Inclusive of government tax, service charge and occupancy tax	NET	Net Inclusive of government tax, service charge and occupancy tax	NET	Net Inclusive of government tax, service charge and occupancy tax
4bd Garden View	1296	1636	1027	1299	912	1156
5bd Garden View	1539	1944	1283	1624	1140	1445
6bd Garden View	1847	2333	1540	1949	1368	1734
7bd Garden View	2155	2721	1797	2274	1596	2023
5bd Ocean View	2848	3580	2260	2845	2008	2530
6bd Ocean View	3418	4296	2712	3414	2410	3036

**NOTES:** The rates above are quoted in US dollar, are per night, based on Standard Occupancy and are net non-commissionable. The current Government tax is 10% and 15% service charge; both are subject to change without notice. In addition, a \$4.00USD Occupancy Tax applies per bedroom, per night. Net rates are 20% below standard retail rates.

**OCCUPANCY:**

4 Bedroom	Standard Occupancy: 8	Maximum: 10 (extra person charge may apply)
5 Bedroom	Standard Occupancy: 10	Maximum: 12 (extra person charge may apply)
6 Bedroom	Standard Occupancy: 12	Maximum: 14 (extra person charge may apply)
7 Bedroom:	Standard Occupancy: 14	Maximum: 16 (extra person charge may apply)

**VILLA MINIMUM NIGHT STAY REQUIREMENTS:**

**Dec 23, 2018 – Dec 31, 2018** – 12-night minimum stay required for any stays that touch these dates, wholesaler may make back-to-back reservations in order to meet minimum stay requirement. Wholesaler will be billed full 12 nights for all reservations held beyond October 31, 2018.

**Feb 16– Feb 24, 2019:** 5 Night minimum stay required for any stays that touch these dates

**Apr 14 – April 21, 2019:** 5 Night minimum stay required for any stays that touch these dates

**Nov. 24 – Nov 28, 2019** – 5 Night minimum stay required for stays that touch these dates

**EXTRA PERSON CHARGES:**

Additional Person - Child 0-12:	No charge
Additional Person 13+:	\$80USD net plus 25% tax & service charge/\$100USD net inclusive of tax/service charge

**VILLA STANDARD INCLUSIONS:**

- Staff of three: a personal cook, butler and personal housekeeper.
- Private swimming pool and outdoor area
- Golf carts available for rental
- Cable television, radio, and telephone in each room
- Wireless internet and DVD player (in common living area)
- Air conditioning in each bedroom
- Bathrobes in each bedroom
- Access to resort facilities and amenities
- Safe for storing valuables



**Please be aware that Meal Plan Add-ons are not available for Villa bookings.**

**POLICIES:**

**1. ROOM ALLOCATION:** 6 and 7 Bedroom Garden Villas are on a Free Sell Basis. All other unit types are on a call and request basis.

**2. CUTOFF:** N/A

**3. CANCELLATION POLICY:**

SEASONS	POLICY
All dates unless otherwise noted	Non-refundable if cancelled inside <b>7 days</b> of arrival. If a reservation is canceled inside 7 days of arrival, wholesaler will be invoiced for full amount of reservation. No shows, late arrivals and early departures are charged the entire amount for the reserved stay.
FEB. 16– FEB 24, 2019: APR. 14 – APRIL 21, 2019 NOV. 24 – NOV 28, 2019 (*HOLIDAY)	Non-refundable if cancelled inside <b>60 days</b> of arrival. If a reservation is canceled inside 60 days of arrival, wholesaler will be invoiced for full amount of reservation. No shows, late arrivals and early departures are charged the entire amount for the reserved stay. For reservations made <b>within 60 days of arrival</b> , wholesaler has until the end of the next business day to cancel without penalty, after which full payment is required and wholesaler will be invoiced for full amount of stay.
DEC. 21, 2018 – JAN.02, 2019 (*HOLIDAY)	There is no cancellation penalty if reservation is cancelled prior to <b>October 31, 2018</b> . Reservation becomes <b>non-refundable</b> as of <b>October 31, 2018</b> . No shows, late arrivals and early departures are charged the entire amount for the reserved stay.

- i. No Shows/Cancellations are non-refundable and will be billed in full, unless Half Moon has been notified in advance of anticipated late check-in.
- ii. Late Arrivals/Early Departures: Check-in after the scheduled arrival date or change in length of stay is considered a cancellation of affected dates is nonrefundable and will be billed in full.

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**Final Payment Holiday** – Final payment due October 31, 2018
- ix. **Delinquent Payments** – Reservations not paid in accordance within the deposit and final payment policy are considered un-guaranteed and are subject to cancellation and applicable penalties. Reservations showing delinquent payment status for two consecutive weeks are subject to cancellation and applicable penalties.

### **Forms of Payment –**

- i. **Wire Transfer** – Half Moon will cover fees associated with wire payment up-to \$25USD. All rates are exclusive of any applicable fees (including service and/or resort fees) and taxes and are subject to change (tax is based on net rate). Half Moon agrees to notify Wholesaler in writing in the event of any changes in tax rates. Wholesaler is responsible for any amounts due as a result of tax increase. Wholesaler agrees to pay Half Moon all monies owed in U.S. Dollars.

Bank Name:	Citibank
Bank Address:	Citibank N.A., 111 Wall Street, New York, NY 10043
Credit to Account:	3683-3733
Beneficiary Name:	HALF MOON BAY LIMITED
Beneficiary Address:	Half Moon Hotel, P.O. Rose Hall, Montego Bay, Jamaica
SWIFT Address (BIC)	CITIUS33
ABA#	21000089

- ii. **Company Check** - Wholesaler Company checks should include the party name or confirmation code payment should be applied to. If check payment is made for more than one reservation, please include all party names or confirmation codes. Send to:

Half Moon – Account Receivables  
Half Moon, P.O. Rose Hall  
Montego Bay, Jamaica, WI

- iii. Credit Card – only the Wholesaler's credit card will be accepted for deposits and/or final payment. Request for credit card payment must be made in writing via fax or email. Requestor must be an authorized signatory of company credit card account. To pay by credit card, please contact Andrene Williams at (876) 953-2211 or via fax (876) 953-3169.

**CONTACTS:**

Revenue:

Jodey Samms – Assistant Revenue Manager  
[jsamms@halfmoon.com](mailto:jsamms@halfmoon.com) 876-953-2211

Rachel Hardy – Commercial Director  
[rhardy@halfmoon.com](mailto:rhardy@halfmoon.com) 876-953-2211

Sales / Content

Sharon Logan – Director of Sales & Marketing  
[rhardy@halfmoon.com](mailto:rhardy@halfmoon.com) 876-953-2211

Arlie Dyer – Assistant Director of Sales  
[adyer@halfmoon.com](mailto:adyer@halfmoon.com) 876-953-2211

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