



JAMAICA



Rose Hall

VILLAS



2019/2020 WHOLESALE AGREEMENT

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

THIS WHOLESALE AGREEMENT (“Agreement”), is effective the <<7th March 2019>>, 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, Alderley 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)	CITUS33
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 MOON'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.

2.4 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.

2.5 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, 2020**, 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.

4 .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, 2019 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 1st, 2019. Holiday Reservations made after October 31, 2019 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 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, 2019

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. **WHOLESALE 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.
Office: +1 876 953 2211
Facsimile: 876.953.3244
E-mail: rhardy@halfmoon.com

If to Wholesaler: Sonia Burdin
Sales and Business Development Manager
Worldwide Dream Villas
Hemingford Grey, 40 Knutsford Road, Alderley Edge, Cheshire, SK9 7SF
UK
Office:
Email: 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

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: _____

EXHIBIT A
ROOMS & SUITES
2019-2020 RATES/INCLUSIONS/POLICIES – PRE PAY

ROOMS/SUITES	Pre - Festive		Festive		Winter	
	12/2/2019 - 12/20/19		12/21/19 - 01/02/20		1/3/2020 - 2/13/20 - 2/23/20 - 4/12/20	
	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	304	384	532	669	417	525
Ocean Room	336	424	596	749	472	594
Prestige Ocean Room	381	480	800	1004	599	752
*Estate Ocean Room	422	531	820	1029	603	758
Ocean Junior Suite	440	554	840	1054	612	769
Prestige Ocean Junior Suite	577	725	1080	1354	800	1004
Pool Suite	702	881	1240	1554	976	1224
Ocean Suite	781	980	1360	1704	1109	1391
Prestige Ocean Suite	870	1092	1520	1904	1238	1551
2 Bedroom Suite	1038	1305	2000	2508	1467	1842
*Estate Ocean Suite	1109	1390	2360	2954	1791	2243
*2 Bedroom - Estate Ocean Suite	1530	1921	3200	4008	2394	3001
*4 Bedroom - Estate Ocean Suite	2374	2983	5760	7216	3600	4516

ROOMS/SUITES	President's Week		Mid-Season		Summer/Fall	
	2/14/20 - 2/22/20		4/13/20 - 6/30/20 11/19/20 - 12/1/20		7/1/20 - 11/18/20 – 12/2/20 - 12/19/20	
	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	468	589	344	434	313	395
Ocean Room	520	655	381	480	346	437
Prestige Ocean Rooms	654	822	479	603	445	561
*Estate Ocean Rooms	665	835	492	619	449	565
Ocean Junior Suite	682	856	499	627	462	581
Prestige Ocean Junior Suite	902	1131	656	824	594	747
Pool Suite	1101	1380	798	1002	723	907
Ocean Suite	1228	1539	889	1116	805	1010
Prestige Ocean Suite	1370	1717	991	1243	896	1124
2 Bedroom Suite	1621	2035	1180	1483	1069	1344
*Estate Ocean Suite	2005	2510	1424	1784	1200	1504
*2 Bedroom - Estate Ocean Suite	2670	3345	1916	2403	1649	2069
*4 Bedroom - Estate Ocean Suite	4000	5016	2900	3640	2547	3200

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 following restaurants: Great House restaurant, Il Giardino (seasonal)
- 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

NB) – *ROOM SERVICE BREAKFAST & A LA CARTE BREAKFAST ARE NOT INCLUDED AND ARE NOT COMPLIMENTARY

OCCUPANCY:

<u>Resort Room:</u>	Standard Occupancy: 2	Maximum: 2 adults; 1 infant
<u>*Ocean Room:</u>	Standard Occupancy: 2	Maximum: 2 adults; 1 infant
<u>*Prestige Ocean Room</u>	Standard Occupancy: 2	Maximum: 2 adults; 1 infant
<u>*Estate Ocean Room</u>	Standard Occupancy: 2	Maximum: 2 adults; 1 infant
<u>Ocean Junior Suite:</u>	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)
<u>Prestige Ocean Junior Suite:</u>	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)
<u>Pool Suite:</u>	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)
<u>Ocean Suite:</u>	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)
<u>Prestige Ocean Suite</u>	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)
<u>2 Bedroom Suite</u>	Standard Occupancy: 4	Maximum: 6 (extra person charge may apply)
<u>2 Bedroom - Estate Ocean Suite</u>	Standard Occupancy: 4	Maximum: 4 persons & 2 infants
<u>4 Bedroom – Estate Ocean Suite</u>	Standard Occupancy: 8	Maximum: 8 persons & 4 infants

***Configuration – king sized OR double beds – subject to availability at check in**

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

- **Dec 23, 2019 – Dec 31, 2019** – 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, 2019.
- **Feb 15– Feb 23, 2020:** 3 Night minimum stay required for any stays that touch these dates
- **Apr 5 – April 12, 2020:** 3 Night minimum stay required for any stays that touch these dates

EXTRA PRE-FESTIVE (DEC.16 - 20, 2019)

PERSON CHARGES:

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

CHRISTMAS/NEW YEAR'S (DEC.21, 2019 – JANUARY 02, 2020)

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

FULL YEAR (DECEMBER 21, 2020 – DECEMBER 20, 2020)

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 and are not complimentary)

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
Deluxe Plan – Lunch & Dinner	\$96	\$120	\$48	\$60
* New Year's Eve Supplement – Please add to Deluxe plans for 12/31/19 only	\$60	\$75	\$30	\$37.50

LUNCH:

Great House restaurant, Haywards Bar & Grill, Cedar Bar, Spice

DINNER:

Great House restaurant, Il Giardino, Delmare, Sugar Mill, Cedar Bar, Weekly Beach BBQ

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

n.b * = Please note that a complimentary buffet breakfast to be taken in The Great House Restaurant and Il Giardino is included in contracted rate pricing

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 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
Premium Plan	\$140	\$175	\$70	\$87.50
*New Year's Eve Supplement – Please add to all meal plans for 12/31/19 only	\$60	\$75	\$30	\$37.50

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*:

LUNCH: Great House restaurant, Hayward Bar & Grill, Cedar Bar, Spice, Moonchies, Room Service

DINNER: Great House restaurant, Il Giardino, Delmare, Sugar Mill, Cedar Bar, Weekly Beach BBQ, Room Service

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 \$130 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 consumed 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\$65 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, 2020 – April 12, 2020) and 3 day cutoff in SUMMER/FALL (April 13, 2020 – December 20, 2020). 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 7 days of arrival. Cancellations made 7 days or less of arrivals are subject to forfeiture of full payment.
DEC. 21, 2019 – JAN.02, 2020 (*HOLIDAY)	There is no cancellation penalty if reservation is cancelled prior to October 31, 2019 . Reservation becomes <u>non-refundable</u> as of October 31, 2019 . No shows, late arrivals and early departures are charged the entire amount for the reserved stay. For bookings made after October 31, 2019 , 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, 2019 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 1st, 2019. Holiday Reservations made after October 31, 2019 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, 2019
- 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.
- vii. **Travel Insurance** – It is recommended that all guests traveling to Jamaica have adequate travel insurance purchased prior to travel



**Rose Hall Villas by Half Moon
2019-2020 Rates/Inclusions/Policies – PRE-PAY**

	Pre - Festive		Festive		Winter	
	12/2/19 - 12/20/19		12/21/19 - 01/02/20		1/3/2020 - 2/13/20 2/23/20 - 4/12/20	
	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
5bd Garden View	1140	1445	2020	2545	1444	1825
6bd Garden View	1368	1734	2424	3054	1733	2190
7bd Garden View	1596	2023	2828	3563	2022	2555
5bd Ocean View	2008	2530	3520	4420	2544	3200
6bd Ocean View	2410	3036	4224	5304	3053	3840

	President's Week		Mid-Season		Summer/Fall	
	2/14/20 - 2/22/20		4/13/20 - 6/30/20 11/19/20 - 12/1/20		7/1/20 - 11/18/20 – 12/2/20 - 12/19/20	
	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
5bd Garden View	1577	1991	1202	1522	1140	1445
6bd Garden View	1892	2390	1442	1827	1368	1734
7bd Garden View	2208	2788	1682	2131	1596	2023
5bd Ocean View	2900	3645	2112	2660	2008	2530
6bd Ocean View	3480	4374	2534	3192	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:

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 21, 2019 – Dec 31, 2019 – 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, 2019.

Feb 15 – Feb 23, 2020: 5 Night minimum stay required for any stays that touch these dates

Apr 05 – April 12, 2020: 5 Night minimum stay required for any stays that touch these dates

Nov. 23 – Nov 27, 2020 – 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
- Two Golf carts per Villa
- 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

OPTIONAL HALF MOON DINE AROUND MEAL PLAN (RATES & DESCRIPTIONS)

OPTIONAL HALF MOON DINE AROUND PLAN ADD-ONS– 3 NIGHT MINIMUM STAY REQUIRED:

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
Half Moon Dine around plan – Villa Breakfast, Lunch & Dinner	\$108	\$135	\$54	\$67.50
* New Year's Eve Supplement – Please add to Half Moon Dine Around plan for 12/31/19 only	\$60	\$75	\$30	\$37.50

VILLA BREAKFAST: Villa breakfast is to be taken in the Villa and prepared by the cook **room service is not included*
LUNCH: Great House restaurant, Haywards Bar & Grill, Cedar Bar, Spice, Moonchies
DINNER: Great House restaurant, Il Giardino**, Delmare**, Sugar Mill**, Cedar Bar, Weekly Beach BBQ

Half Moon Dine Around Plan: * Includes Villa Breakfast, lunch and dinner excluding drinks (non-alcoholic & alcoholic). Plan does not include room service.

n.b * = Please note that the Villa breakfast is to be taken in the Villa and prepared by the cook.

n.b ** = Condition apply to restaurant availability

Please be aware that the Premium Plan Add-ons or Room Service 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 7 days 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. 15 – FEB 23, 2020: APR. 05 – APRIL 12, 2020 NOV. 23 – NOV 27, 2020 (*HOLIDAY)	Non-refundable if cancelled inside 30 days of arrival. If a reservation is canceled inside 30 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 within 30 days of arrival , 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, 2019 – JAN.02, 2020 (*HOLIDAY)	There is no cancellation penalty if reservation is cancelled prior to October 31, 2019 . Reservation becomes non-refundable as of October 31, 2019 . 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.

4. BLACKOUT CALENDAR & AVAILABILITY:

Half Moon will update you of availability restrictions via a **blackout/stop-sell calendar** sent to the email address provided by Wholesaler. All reservations must be submitted to Half Moon within 48 hours after **blackout/stop-sell 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

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:

- viii. **Deposit – Non Holiday** – A deposit amount equivalent to 25% of reservation (including taxes & service charge) per unit is due no later than 14 days after reservations have been booked.
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- xi. **Travel Insurance** – It is recommended that all guests traveling to Jamaica have adequate travel insurance purchased prior to travel

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 876-953-2211

Rachel Hardy – Commercial Director
rhardy@halfmoon.com 876-953-2211

Villa: Jacqueline Gordon – Villa Manager
jgordon@rosehallvillas.com 876-953-2211

Sales / Content Sharon Logan – Director of Sales & Marketing
rhardy@halfmoon.com 876-953-2211

Arien Dyer – Assistant Director of Sales
adyer@halfmoon.com 876-953-2211

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