



HANGING GARDENS OF BALI

CONFIDENTIAL AGREEMENT 1ST APRIL 2019 TO 31ST MARCH 2020

PRIVILEGE CONTRACT WITH PREPAYMENT

This agreement was reached between	Hanging Gardens of Bali
Herewith referred to as the "Resort/s"	Br. Susut Desa Buahon, Payangan, Gianyar, Bali 80362, Indonesia
	Tel : +62 361 972 800 E-mail : reservations@hanginggardensofbali.com
Validity	1 April 2019 to 31 March 2020

Company : LOZANO TRAVEL DMC, LLC
Name : Mr. Rodrigo Garza
Address : 201 W. Del Mar Blvd, Suite 13, Laredo, Texas 78041
, USA
Phone / Fax : 52 (55) 5255 4455/4450 /
Email : rodrigo@lozano.com

SEASONS	LOW SEASON	HIGH SEASON
PERIOD	1 April to 30 June	1 July to 30 September
ACCOMMODATIONS	1 October to 19 December	20 December to 7 January
	8 January to 31 March	
Riverside Villa	\$ 650	\$ 720
Panoramic Villa	\$ 720	\$ 800
Suite Villa	\$ 780	\$ 875
Family Villa	\$ 920	\$ 1,030
*Spa Suite	\$ 2,200	\$ 2,600
*Hidden Palace (Maximum 10 guests)	\$ 6,600	\$ 7,725

BENEFITS AND EXPERIENCES:

- Complimentary combined a la-carte buffet breakfast
- Complimentary afternoon tea from 3.00pm To 4.00pm
- Complimentary daily local fruit bowl
- Complimentary daily turndown cookies
- Complimentary Wi-Fi
- Complimentary resort scheduled shuttle service to Ubud (4 times daily)
- Complimentary In-Villa coffee/tea making facilities

*Spa Suite - with 2 night's package stay guest will enjoy a Spa Journey

1 st Night	2 nd Night
<ul style="list-style-type: none"> ▪ 10 Minutes Aromatherapy Foot Ritual ▪ 60 Minutes Bliss Body Therapy ▪ 30 Minutes Body Bath 	<ul style="list-style-type: none"> ▪ 60 Minutes Morning Yoga or Chakra Meditation ▪ 10 Minutes Aromatherapy Foot Ritual ▪ Choice of 60 Minutes Body Cocoon or 60 Minutes Traditional Bali Body Therapy ▪ Choice of 60 Minutes Organic Natural Facial or Foot Therapy

***Hidden Palace Benefits**

- Complimentary butler service - 24 hours
- Complimentary in-villa private chef & personal kitchen services
- Complimentary guided morning walks & mountain bikes
- 1 x Complimentary bottle of champagne on arrival
- 1 x Complimentary 60 minutes traditional massage
- Complimentary laundry 20 pieces per day (excluding dry cleaning & express service) and is non-accumulative

EXTRA PERSON CHARGES

- 0 - 3 Years: free of charge - sharing bed with parents / baby cot subject to availability
- 4 - 11 Years: US\$90 per child per night, including Extra bed and breakfast
- 12 Above:: US\$110 per adult per night, including Extra bed and breakfast

Note : SPA SUITE and HIDDEN PALACE ARE NOT ALLOWED TO PUT EXTRA BED

ADDITIONAL BREAKFAST

For children 4-11 Years old who sharing bed with parent should be added Additional Breakfast at US\$45 net/child/day

PROMOTION

Advance Booking 30-59 days 10% off the contract rate

Advance Booking 60-90 days 15% off the contract rate

HONEYMOON BENEFITS

The following complimentary benefits are offered to all honeymooners, on presentation of a recent marriage certificate, dated within a 3 month period - copy to be sent to the Hotel at time of booking or at check-in:

- Flower petals on the bed and bathtub upon arrival
- Honeymoon gift.
- Honeymoon cake
- One time 2 glasses complimentary sparkling wine

AIRPORT TRANSFER:

To enhance the guest arrival experience, we will be pleased to arrange airport transfer at a fee of US\$55 / per car one way or US\$110 for round trip, rates are inclusive of 21% tax and service charge. Cancellation fee of 50% will be applied should the transfer booking is cancelled within 48 hours. Please note that each car is recommended for maximum of 3 adults and total of 3 luggage. Arrival and departure details need to be provided for the arrangement.

JUST MARRIED PACKAGE: US\$450 Inc. tax & service , Exclude the room

Celebrate two hours of Romantic Bliss at our Spa Collection.

Price per couple includes:

- 30 Minutes Skin Glow.
- 1-Hour Traditionally Bali Massage Or Chi Rejuvenation.
- 30 Minutes Body Bath.
- A Bottle Of Sparkling Wine
- A Selection Of Freshly Made Tapas

Hanging Gardens of Bali

Desa Buahans Payangan, Ubud, Gianyar, Bali 80571, Indonesia

T. +62 361 982700 F. +62 361 982800

reservations@hanqinggardensofbali.com

www.hanqinggardensofbali.com

MEAL PLAN AND ROMANTIC EXPERIENCES

MEAL PERIOD	PRICE PER ADULT USD	PRICE PER CHILD USD
	INCL TAX & SERVICE	3 YO TO 12YO
3 courses lunch (food only)	\$50	\$30
3 courses set menu dinner (food only)	\$60	\$30
Traditional afternoon tea	\$40	\$20
Floating boat sensation	\$88	\$44
Intimate riverside picnic lunch	\$75	N/A
In-villa candle light dinner set menu	\$100	N/A
Romance under the star (set menu dining at on the pool)	\$200	N/A
Intimate jungle dining	\$250	N/A
Secret romantic temple dinner	\$280	N/A

TERMS AND CONDITIONS OF THIS AGREEMENT

Rates: The above villa rates are quoted in United States Dollar (USD), inclusive of 21% government tax & service charge, per villa per night, based on single or double occupancy, and non-commissionable.

Exchange Rate: The above IDR rates have been quoted based on the prevailing exchange rate of USD1 = IDR14,400 ("PER"). The resort hereby reserves the right to amend the above IDR rates in the event the exchange rate fluctuates by more than 5% from the PER during the term of this agreement.

Group Rates: Contract rates will not be applicable for group booking. A negotiated group rates will be applicable for 5 rooms and above.

Blackout Dates: High rate will be applied over blackout dates:

- Chinese New Year & Valentines 25 January 2020 to 15 February 2020
- Easter 19 April to 22 April 2019
- Japan Golden Week 26 April 2019 to 5 May 2019
- Eidul Fitri 3 June 2019 to 9 June 2019
- China Golden Week 1 October 2019 to 7 October 2019
- Christmas/New Year 20 December 2018 to 7 January 2019

Minimum Stay: A minimum stay of 2 nights applies over blackout dates

Distribution Of Rates On The Internet Or To Third Parties: Net rates are valid for bonafide wholesalers or tour operators only. Contracted F.I.T. rates are confidential and are not to be disclosed directly to the consumer. Tour Operator is not entitled to sell and promote the contracted F.I.T. rates on any consumer internet website, either directly or via a secondary agent. The distribution of any net (bed and breakfast or room only) rate through an Internet Site or Global Distribution System is strictly forbidden unless prior approval has been granted in writing by the Resort. F.I.T. rates can exclusively be used to form the basis of a "package".

Any transgression or disregard of the above clause will be considered a breach of contract and the contract will be considered null and void and subject to immediate cancellation.

To qualify as a "package", the contracted F.I.T. rates may be sold and promoted online only as part of a product that includes other elements (airfare or ground services or additional resort services not included in the standard room rate) and under no circumstances will the contracted rates be sold or promoted online as roomonly.

Net Rate Mark Up: Whilst wholesalers and tour operators are free to determine the level of mark-up, the hotel recommends a resale price of 20% over these contracted net rates. The Resort has introduced Best Available Rate (BAR) system in its pricing structure. It has been set so the rate we publish will not jeopardize the prices you offer

to your customers. This is due to the fact that the resort needs to have rate parity on all markets. If the minimum mark-up is not maintained, the resort reserves the right to cancel this contract.

Brochure: Where applicable, the wholesalers will feature the hotels in its tour program(s) and brochure(s) as “Luxury 5-star Resort” and will include a colours photograph as supplied by the Resort. Sample copies of such brochure(s) must be made available to the Resort for approval prior to publishing, otherwise all responsibility for incorrect information and liability is that of the overseas wholesaler.

The Resort will also benefit as follow:

- The best available space in the wholesaler’s promotional catalogue/ brochure website, featuring several images of the Resort as well as detailed description of its facilities.
- Prominent exposure of the of the Resort special promotions on the website.
- Assistance in distributing and selling special time-sensitive promotions via direct mail, newsletter, website promotions etc.
- The possibility of conducting sales calls to the tour operator’s product manager and training sessions to the tour operator’s reservations agents on a periodical basis.

Reservations: In order to secure any reservation made, the wholesalers agrees to provide complete guest’s names, room types, arrival and departure dates as well as flight/surface details and any other service at time of booking. The Resort reserves the right not to accept any booking with insufficient information.

Payment & Cancellation Policy

SEASONS	PRE-PAYMENT	DUE DATE	CANCELLATION
LOW	100% pre-payment required 30 days prior to arrival	Over 30 days 30 days to 15 days Less than 15 days	No cancellation charge 50% cancellation charge 100% cancellation charge
HIGH	100% pre-payment required 45 days prior to arrival	Over 45 days 45 days to 30 days Less than 30 days	No cancellation charge 50% cancellation charge 100% cancellation charge

All changes or cancellation requests may be sent in writing to our Reservation Department email address at reservations@hanginggardensofbali.com Proof of transmission of e-mail cancellation must be kept by the Operator for up to 14 days after the booking departure date from the Resort.

- In the event of no-show (i.e. should you neither use or cancel your reservation), a fee equivalent to guest entire stay will be charged.
- The Operator agrees to present a confirmation transmission of e-mail cancellation to the resort where requested by the Resort. Failure to produce proof of a cancellation transmission may result in the Operator being charged for the reservation under the Resorts NO SHOW clause.
- All fees and penalty are inclusive of service charge and government tax.

Close-Out Date: Notwithstanding any other provision of this agreement, in the event that the Resort is unable to honour its allocations due to incentive, group booking or high demand, the Resort shall email the wholesalers or the local travel agent, advising the wholesalers that in respect of a specific period of time, all bookings made after the announcement of the close out dates shall be on request basis only.

Stop Sell: The Resort reserves the right to request stop sell to the Customer with 7 (seven) day’s notice. All villas sold under confirmed allotment must be reported within 2 days of stop sell notification and unused allotment returned to the Resort.

Booking Honour: In the event the Resort are unable to honour a booking by providing accommodation within the Resort, then the Resort shall provide alternative accommodation in another hotel of the same category. In such a case, the Resort shall be deemed to have fulfilled its obligations and shall be exonerated from any liability for breach of contract.

Period of Occupancy: Confirmed villas will usually be available for occupancy after 2.00pm on the day of arrival, check-out time is 12:00 noon. Villas used from 12:00 noon to 6:00pm on the day of departure will be charged at 50% of the contract rate. Villas occupied beyond 6:00pm will be charged at the full contract rate.

Early Check Out: In the event of early check out the wholesaler must be responsible for payment for the entire period defined in the reservation.

Force Majeure / Exclusion Liability: If acts of God or government authorities, natural disasters, or any other event beyond a party's reasonable control make it illegal or impossible for such party to perform its obligations under this Agreement, such party may terminate this Agreement upon written notice to the other party without further liability. For the avoidance of doubt, any prepayment shall be reimbursed in circumstances where the Hotel suffers the event of a force majeure and is unable to perform its obligations.

Bank Charges And Transfer Fees: Payment of all invoices must be made to the Resort's account: PT. Sanjiwani, in American Dollars by telegraphic transfer only.

The Resort does not accept responsibility for the payment of bank charges or fees resulting from the transfer of money from wholesalers account to the Resort's bank. Any such fees or charges are the International wholesaler's responsibilities and cannot be deducted from payments.

Name : PT Sanjiwani Bali Indonesia
Account No : 160800006779
Branch : Teuku Umar Denpasar
Type : Multi Currency IDR, USD, SGD, HKD, EUR, JPY, AUD, GBP, CAD, CHF, NZD, CNH
Address : Jl Teuku Umar Denpasar No.2-4 Denpasar
Bank : OCBC
SWIFT CODE : NISPIDJA

Confidentiality: All information contained in this agreement is private and confidential and may not be disclosed to third parties for whatever reason or purpose.

Should the contract rates contained in this agreement be sold direct to clients and not through authorized travel companies the contract herein will be voided with immediate effect.

Undertaking by Resort: Subject to the provisions of the reservation, we undertake to provide the facilities to the Client at the Resort upon the terms detailed in the booking terms and conditions and subject to the following:

- The client shall be responsible for any damage, missing hotel property or destruction of the Resort and its property.
- The client will not affix or display in any part of the Resort any signs, posters or promotional material without the prior consent of the Resort Management.
- The client will comply with all reasonable requests and directions from the Resort Management.

Termination: This Agreement may be terminated immediately upon written notice by either Party if the contract rates found published online to public by you or your partners, ceases to do business, becomes insolvent, or is subject to bankruptcy or insolvency proceedings, whether actual or reasonably believed to be imminent. If reasonable grounds of insecurity arise with respect to either Party's performance of this Agreement, the other party may in writing demand adequate assurance of due performance. Until such Party receives such assurance in writing, it may suspend its performance of this Agreement. If such Party does not receive such written assurance within seven (7) days after its request therefore, then such Party may immediately terminate this Agreement.

This offer is valid 30 days from the date of issue. Amendments to the present agreement may be done in written form only. Kindly acknowledge your acceptance of the terms and conditions above, by signing and returning the attached duplicate copy of this Agreement. All information in this contract is confidential and cannot be shared with others.

ELECTRONIC DISTRIBUTION AND REDISTRIBUTION OF HOTEL INVENTORY

- The Resort reserves the right of approval on all web site information related to the resort, including but not limited to use of the resorts name, logo, property description, and photography.
- The Resort reserves right of approval of any information published.
- The Resort follows a policy of pricing integrity through all sales channels.
- The Resort does not permit information, rates or inventory to be placed in any 'web only' price context, auction, reverse auction or other interest-specific pricing mechanism.
- The Resort may suspend or terminate this contract immediately if the Operator breaches any part of the rate disclosure clause.
- The wholesaler agrees to provide a complete list of all associated web sites on which the resort's information and inventory will be displayed, and will provide updates to the list as sites are added or removed.
- The wholesaler agrees to provide the Resort with a preview version of any and all web site presentations of the Resort, whether on the Operators site or that of an affiliate site.
- The wholesaler agrees to disclose a preview of this site to the Resort, a minimum of 5 business days before publication to the web.
- The wholesaler agrees that if a web site (wholesaler's site or any associated or affiliated site) lists a per night room-only rate, the room-only rate shall reflect the Resorts published rack rate (or a published package rate that can only be sourced from www.hanginnggardensofbali.com for the time period requested.
- The wholesaler is also responsible for ensuring that any associated or affiliated web sites follow this pricing rule.

Contract: This contract once signed by both parties will supersede all other previous contracts. Upon signing of the said contract all previous contracts will become null and void.

Prepared by:



I Putu Bagus Indra Saputra
Senior Sales Manager
Hanging Gardens of Bali
Date: February 26, 2019

Approval By



Siswo Susetyo
Resort Manager
Hanging Gardens of Bali
Date: February 26, 2019

Signed and confirmed by:



Name : Mr. Rodrigo Garza
Title : President & Owner
Date : March 01st, 2019.