



**FIT YIELDABLE AGREEMENT**  
**(1 March 2024-28 February 2025)**

## F.I.T. YIELDABLE AGREEMENT – TOUR OPERATOR

This Yieldable Net Rate AGREEMENT is made by and between **NORTH ISLAND COMPANY LIMITED** (hereinafter referred to as “Hotel”) and **NUBA EXPEDICIONES DE MEXICO** (here in after referred to as “Company”). In consideration of the mutual covenants, conditions and premises herein contained, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

FIT RATES	HIGH	EASTER	LOW	PEAK	FESTIVE
	1 March - 23 March 2024 1 May - 11 May 2024 27 July -17 August 2024 10 Nov - 22 Dec 2024 13 Jan 2025 - 28 Feb 2025	24 March - 7 April 2024	12 May - 26 July 2024 18 Aug - 30 Sept 2024	8 - 30 April 2024 1 Oct - 9 Nov 2024	23 Dec 2024 - 12 Jan 2025
<b>BEACHFRONT VILLA</b>					
Bed & Breakfast	€ 5,488	€ 7,405	€ 5,025	€ 6,545	€ 7,240
Half Board	€ 5,840	€ 7,757	€ 5,377	€ 6,897	€ 7,592
Full Board	€ 6,192	€ 8,109	€ 5,729	€ 7,250	€ 7,944
Dream Rate	€ 7,603	€ 9,521	€ 7,140	€ 8,661	€ 9,355
<b>VILLA NORTH ISLAND</b>					
Bed & Breakfast	€ 7,802	€ 10,380	€ 7,008	€ 9,058	€ 9,884
Half Board	€ 8,153	€ 10,732	€ 7,360	€ 9,410	€ 10,236
Full Board	€ 8,506	€ 11,084	€ 7,712	€ 9,762	€ 10,588
Dream Rate	€ 9,917	€ 12,496	€ 9,124	€ 11,174	€ 12,000

### TERMS & CONDITIONS

- Rates are NET and non-commissionable and strictly for the sole use of the business partner.
- Rates are YIELDABLE and subject to change according to travel dates and hotel occupancy at time of booking.
- Yieldable NET rates are discounted 20% off from retail rates.
- Rates are quoted in EURO and valid from 1 MARCH 2024 to 28 FEBRUARY 2025
- Rates valid for ALL MARKETS excluding GCC, Americas, China, Hong Kong and Taiwan
- Rates are EXCLUSIVE of 15% VAT and 6% Service Charge.
- Any increases in Government taxes and service charge will be payable by you.
- Rates are based on single/double occupancy. Additional person/children will be subject to additional extra person charge
- North Island reserves the right to revise villa rates and seasonality at any time without any notice period given
- Villas are strictly ON REQUEST BASIS. Hotel reserves the right to STOP SALES villas and add BLACKOUT DATES at any time
- FIT Rates are NOT valid for GROUP BOOKING (3 villas and above) & ISLAND BUYOUT. A different quotation and terms & conditions will be provided at time of booking.
- Minimum length of stay is applicable for all bookings according to travel dates and hotel occupancy.

**MARRIOTT BONVOY LOYALTY PROGRAMME:** Guests will **NOT** receive points or any other benefits in conjunction with Marriott BONVOY loyalty program for reservations made through your service.

## RATES INCLUSIONS

**BED & BREAKFAST:** daily à la carte breakfast for two at LaidBack restaurant or in the privacy of the villa

**HALF BOARD:** daily à la carte breakfast and three-course dinner inclusive of 1 glass of champagne and soft drinks for two at LaidBack restaurant or in the privacy of the villa

**FULL BOARD:** daily à la carte breakfast, three-course lunch and dinner, including house beverages during meals for two in the privacy of the villa, at Sunset Beach or LaidBack restaurant

**DREAM RATE:** daily à la carte breakfast, three-course lunch and dinner, including house beverages in the privacy of the villa, at Sunset Beach or at LaidBack. Dream rate also includes one 90-minute Spa treatment per adult (18 yrs and above), once per stay in the privacy of the villa or in the Spa, one single dive trip daily, one private sunset cruise and one half-day fishing trip for two, one snorkeling trip, one Private Destination Dining Experiences (Honeymoon Beach Picnic, Picnic Spot Lunch & Dinner, Fire at the Cross, Private BBQ, Wine Cellar Dinner, Private Degustation Dinner, Plateau Dinner, Gin or Rum Tasting, Romantic Dinner by the Pool, Private Cinema, Dinner Under the Stars, Cooking Classes , Takamaka Cocktail Journey)

The following activities are not included in the Dream Rate and available at additional charge:

- Full day deep sea fishing trip
- Full Day boat Excursion
- Full Day Wreck Dive
- Private Yoga sessions
- Diving Courses and Twin tank dive are not included in the Unlimited Diving
- Full Day Trip Praslin / La Digue / Mahe

## TERMS & CONDITIONS

- Above Rate inclusions are subject to change.
- Items not consumed are non-refundable or exchangeable for cash.
- Luxury Food (Caviar, Tomahawk, Lobster) are NOT included in any meal plan
- Beverages exclude all drinks on La Reserve & Premier List.

The following **EXTRA PERSON CHARGES** apply:

EXTRA PERSON	BED & BREAKFAST	HALF BOARD	FULL BOARD	DREAM RATE
Children (0- 1.99 yrs)	Free of charge (Max 2 Kids)	Free of charge (Max 2 Kids)	Free of charge (Max 2 Kids)	NA
Children (2 -11.99 yrs)	Free of charge (Max 2 Kids)	€ 110	€ 220	€ 400
Adult (12 yrs and above)	€ 1.000	€ 1.220	€ 1.440	€ 1.800

## TERMS & CONDITIONS

- Above rates are per person, per night, exclusive of 15% VAT and 6% Service Charge
- Extra Bed/ baby cots are subject to availability and confirmation from North Island reservation office.
- No promotions (Stay Pay etc.) are applicable for extra person charge.

**COMPLIMENTARY BENEFITS:** the following benefits are free of charge for all North Island guests:

- Private butler 24/7
- 24-hour gym
- One island buggy per villa
- Island WIFI
- Laundry service
- Non-motorized activities (stand up paddle, kayak and bicycles)
- Access to our children’s activities such as tortoise adoption and tree planting
- Guided hikes and group yoga sessions in the morning
- Snorkeling gear

**MINIMUM LENGTH OF STAY**

Minimum length of stay is applicable for all bookings according to travel dates and hotel occupancy.

**MANDATORY FESTIVE MEALS**

FESTIVE MEALS	CHRISTMAS EVE’S DINNER (24 Dec 2024)	NEW YEAR’S DINNER (31 Dec 2024)
Children (0- 1.99 yrs)	Free of charge	Free of charge
Children (2 -11.99 yrs)	€ 180	€ 295
Adult (12 yrs and above)	€ 360	€ 590

**TERMS & CONDITIONS**

- Above rates are per person, exclusive of 15% VAT and 6% Service Charge
- Festive meals are NOT inclusive of Beverages
- The Hotel reserves the right to revise meal supplements at any time

**CHECK-IN /CHECK-OUT**

CHECK-IN: 3.00pm local time. Early Check-in is subject to availability and will incur a charge of 100% of the nightly villa rates

CHECK-OUT: 11.00am local time. Late Check-out is subject to availability and will incur a charge of 100% of the nightly villa rates

**TERMS & CONDITIONS**

- Guests arriving with Early morning flights are required to book EARLY CHECK-IN on the day of arrival
- Guests departing with late evening flights are required to book LATE CHECK-OUT on the day of departure
- If Early Check-in/Late Check-out is not reserved, please note that guests can only be accommodated in the Outdoor Piazza since North Island does not have any day use facilities

Please note that CHECK-IN & CHECK OUT are **NOT** allowed on Easter Sunday (31 March 2024) & New Year (30-31 December 2024)

The following **CANCELLATION POLICY** applies for all bookings:

<b>CANCELLATION POLICY</b>	
LOW	-If cancelled from confirmation date up to <u>60 days</u> prior to arrival date, 20% non-refundable deposit is forfeited
HIGH	-If cancelled less than 60 days prior to arrival date, 20% non-refundable deposit will be forfeited, and
PEAK	cancellations will be charged 100% of the total charges
FESTIVE	- If cancelled from confirmation date up to <u>120 days</u> prior to arrival date, 20% non-refundable deposit is forfeited
EASTER	-If cancelled less than 120 days prior to arrival date, 20% non-refundable deposit will be forfeited, and cancellations will be charged 100% of the total charges
<b>EARLY DEPARTURE</b>	
Guests departing before their check-out date will be charged for the remaining nights of the original confirmation	
<b>NO SHOW</b>	
No Show will be charged 100% of the total villa reserved	

#### **TERMS & CONDITIONS**

- All cancellations need to be acknowledged in writing by reservation office via email [reservations@north-island.com](mailto:reservations@north-island.com)
- Reservations are not cancelled until Company is in receipt of cancellation number.
- Cancellation policy can be modified at any time without prior notice
- A different Cancellation policy may be applied for Villa North Island (Villa 11)
- Date Change/Name change/Reduction of stay are not accepted and will be considered as a cancellation.
- Cancellations/Early departures/Late arrival due to inclement weather conditions are fully chargeable.
- Cancellation policy also applies for airline delays, missed connections and flight or travel program modifications
- The Hotel reserves the right NOT to provide exemptions from its cancellation policy for medical matters or any other unforeseen circumstances.

#### **MANDATORY TRAVEL & MEDICAL INSURANCE**

It is a condition of travel with North Island that guests have comprehensive TRAVEL & MEDICAL INSURANCE prior to confirming a reservation and accepting the conditions of the Hotel 's cancellation policy. This insurance should include cover in respect of but not be limited to the following eventualities: Emergency evacuation expenses, all medical expenses including emergency assistance, accidental death and disability, repatriation expenses, damage/theft/loss of personal baggage, goods and money and any personal effects, cancellation or curtailment of the trip. North Island, including its representatives, employees and agents will not be held responsible for any guest travelling without insurance for any costs or losses incurred or suffered by guests or any third party, in respect of but not limited to any of the aforementioned eventualities. Guests will be charged directly by the relevant service providers for any emergency services that they may require whilst travelling and may find themselves in a position of being unable to access such services should they not be carrying the relevant insurance cover.

The following **PAYMENT POLICY** applies for all bookings:

PAYMENT POLICY		
HIGH / LOW/PEAK	Confirmation Deposit	20% non-refundable deposit is due at confirmation time
	60 Days prior to arrival date	Remaining 80% payment to the total charges is required
EASTER / FESTIVE	Confirmation Deposit	20% non-refundable deposit is due at confirmation time
	120 days prior to arrival date	Additional 80% payment of the total charges is required

#### TERMS & CONDITIONS

- A different payment policy may be applied for Villa North Island (Villa 11)
- North Island reserves the right to cancel the booking without prior notice in case 100% payment is not received
- Payment for incidental charges not included in the booked rate plan will be collected directly from the guests
- Bank charges are not included in the invoice value and should not be deducted from payment.
- Once payment is made, kindly send us the remittance copy indicating your confirmation number
- Please note that payment policy can be modified at any time without prior notice

Payments are in EURO (€) and can be done via bank transfer to the following BANK ACCOUNT:

ACCOUNT NAME	North Island Company Limited
ADDRESS	PO Box 1176, Victoria, Mahe, Seychelles
ACCOUNT NUMBER	21002020803005
BENEFICIARY'S BANK	Nouvobanq SIMBC, Victoria House, PO Box 241, Victoria, Mahe, Seychelles
SWIFT CODE	NOVHSCSC
IBAN	SC40NOVH02010021002020803005EUR
CORRESPONDING BANK	Standard Chartered Bank (Germany) GMBH Franklinstrasse 46-48,60486 Frankfurt Am Main Germany
EURO ACCOUNT NUMBER	18110402
IBAN	DE58512305000018110402
SWIFT BIC	SCBLDEFX

The following **MANDATORY HELICOPTER TRANSFER CHARGES** are applicable for all bookings:

ZIL AIR HELICOPTER	FROM MAHÉ TO NORTH ISLAND			
AIRBUS H120	Max 4 pax	Restricted Weight - 325 kg	One way	TBA

#### TERMS & CONDITIONS

- Helicopter rate is APPROXIMATE and subject to change. Helicopter rate is NOT commissionable. Should there be any unforeseen increases in fuel costs, currency fluctuations and/or government levies/taxes, the prices quoted will be adjusted accordingly.
- Should the helicopter have to shut down due to passenger boarding late, a supplement of € 250 applies.
- Helicopter transfers are strictly subject to availability from Zil Air that will provide helicopter slots available at time of request. North Island has no power in controlling the availability of Zil Air flights and cannot be liable if helicopter slots are not available or if the time offered is not convenient.
- North Island cannot be liable if trade partner/guests fails to communicate their arrival/departure flight detail on time.
- In case of private jet arrival/departure and bookings of two villas and more, it is mandatory to check Zil Air helicopter availability before booking the commercial flights or private jet.
- Helicopters are arranged from 6:45 to 17:45 based on weather conditions and scheduled timing.
- Zil Air operates the helicopter transfers using an *Airbus H120* with a restricted weight of 325 Kg including passengers and luggage. The total number and weight of passengers plus luggage on a transfer must be calculated as a combination of guest and luggage weight, so number of passengers carried at any one time may vary and determines whether an additional helicopter is required. Should you bring more than the allocated luggage allowance, the luggage will either be transferred by helicopter or by boat at an additional cost.
- Helicopter transfers are operated by Zil Air that is in no manner associated with North Island Company Limited and is a third-party service provider. Their services are used at own risk. North Island Company Limited will not be responsible or liable directly or indirectly for any actual or alleged damage or loss caused by or in connection with the use of Zil Air services. The use of Zil Air services is governed solely by the terms and conditions of Zil Air. Any delay or interruption in the services provided by Zil Air is solely the responsibility of Zil Air. Trade partner and guests Hereby waived all rights and claims against North Island Company Limited in respect of services provided by Zil Air.
- Zil Air is responsible for all activities in respect of the flight to and from destinations. North Island Company Limited is not liable for any delays or additional costs incurred as a result of helicopter cancelled or changed by Zil Air.
- North Island takes no responsibility and accepts no liability for any consequential damages or loss suffered by the Passenger, its family and dependents, or its estate, however caused or occasioned whilst transporting the Passenger or his luggage on the Flight.
- 100% cancellation fee applies for helicopter flights cancelled 36 hours prior to the flight.

This Agreement is subject to all the terms and conditions set forth on the following page titled “FIT Yieldable Agreement Terms and Conditions”, the Marriott Standards and Guidelines for Online Marketing and the License to Use Marriott Content located on the website <https://www.marriottwholesalers.com> subject to change by Marriott from time to time (collectively, the “Agreement”).

This Agreement constitutes the entire agreement between you and the Hotel and may not be amended or changed unless done so in writing and signed by you and the Hotel. The persons signing below agree that they are authorized representatives of the above indicated company and Hotel who have authority to enter into this Agreement. This Agreement will not be valid and enforceable until a signed copy is returned to the Hotel For the avoidance of doubt, this Agreement hereby supersedes and replaces in its entirety any and all prior and contemporaneous oral and written agreements related to information about the Hotel, including bookings, express or implied, between you, your Channels, your B2B contractors and the Hotel, as of that date. The parties agree that execution by electronic signature shall have the same force and effect as execution by manual signature

**ACCEPTED AND AGREED TO:**



Nicolas Louys  
Deputy General Manager  
NORTH ISLAND COMPANY LIMITED

Alessandra Girardi  
Net Rates Director  
NUBA EXPEDICIONES DE MEXICO

Date: 12 June 2023

Date:

## INFORMATION SHEET

COMPANY INFORMATION	
Company Name	NUBA EXPEDICIONES DE MEXICO
Address	Serrano, 96 Madrid Spain, 28006
Contact	Alessandra Girardi Net Rates Director Email: <a href="mailto:alessandra.girardi@nuba.net">alessandra.girardi@nuba.net</a>
Phone	+34 917454745

HOTEL INFORMATION	
Hotel Name	NORTH ISLAND COMPANY LIMITED
Address	Victoria House, PO Box 241 Victoria, Mahé Seychelles
Phone	+248 4293133
Sales & Marketing	M. Cristina Cesario Director of Sales & Marketing Email: <a href="mailto:mariac@north-island.com">mariac@north-island.com</a> Mob: +971 50 8734046
Finance	Kavitha Chandran Finance Manager Email: <a href="mailto:fm@north-island.com">fm@north-island.com</a> Tel +248 4 344646
Reservations	Email: <a href="mailto:reservations@north-island.com">reservations@north-island.com</a> Tel: +971 04 4030703 Dubai

## F.I.T. YIELDABLE AGREEMENT - TERMS AND CONDITIONS

**BOOKING REQUIREMENTS:** All bookings are subject to Hotel's standard booking requirements, available upon request, including early departure fees, cancellation policies, check-in and checkout times.

**BILLING PRIVILEGES:** You must fully prepay for all bookings at Hotels by guests through you, your Channels and your B2B contractors, unless, upon application and review by the Hotel, the Hotel elects to extend alternative billing privileges to you.

**PAYMENTS FROM GUESTS:** The Hotel will collect payment from its guests for any automatic and mandatory charges, and incidental charges not included in the Villa Charge.

**HOTEL INFORMATION:** All Hotel information provided to you by the Hotel must be reproduced without changes. You must provide the Hotel with copies of any distributed content at points of sale upon request. You shall make Marriott guest rooms available for booking using only the rate plans provided by Hotel under this Agreement. You shall not display other third party rate plans or other information for the Hotel including wholesale and other third party affiliated rate plans and information. "Your Channel(s)" means, except as disapproved by Marriott or Hotel in its sole and absolute discretion from time to time, collectively, any mechanism (e.g., websites, xml feeds or call centers), in each case owned or operated by you or one of your affiliates, through which you market Dynamic Packages directly for booking by Hotel guests. All terms and conditions of this Agreement applicable to you shall apply directly and in full to your Channels. "Dynamic Package" means the combination of a room made available under this Agreement with one or more other travel-related components of material value such as air inventory, rental car inventory, or rail ticket, that is booked concurrently in the same session where the Rate is not apparent to the guest.

**RATES VALID FOR OPAQUE PACKAGED TRAVEL ONLY:** All rates quoted herein are applicable to FIT leisure packaged travel only. The rates quoted in this Agreement are only for you to facilitate the booking by individual transient leisure travel guests of opaque packaged rates, not for business travel or group travel-oriented channels. You are not authorized to release these rates to any other individual or entity, including but not limited to, internet booking/electronic distribution systems, except to offline travel agencies or as and to the extent specifically authorized by Marriott or the Hotel from time to time and subject to its sole and absolute discretion to terminate with immediate effect any prior authorizations. You may not offer these rates as room-only / unbundled bookings in any manner (e.g. room tax and/or fees listed separately). Package components must be booked concurrently with the room booking, and the prices for each of the package components (hotel room, airfare and/or car rental) shall not be itemized for, disclosed to or discernible by the guest at any time (including but not limited to billing statements) and you must not provide functionality which would permit guests to strip the package down to view Hotel room rates separately at any time. Furthermore, you agree to indemnify Hotel for any loss or damage arising from your breach of this Section.

**YOUR OBLIGATIONS:** You will, and will cause your Channels to make Marriott guest rooms available to the end-user guest only as part of a Dynamic Package. For the avoidance of doubt, under no circumstances may guest rooms made available through the Agreement be booked by guests through your Channels on a retail website in a room-only or unbundled manner. You will not, and will not permit any of your Channels to

- a. make Marriott guest rooms available to end-user guests using rates received from any other third party or distribution channel;
- b. make Marriott guest rooms available to the end-user guest as an unpackaged, room-only product;
- c. market Marriott guest rooms (whether as an unpackaged, room-only product or packaged product) through any third party channels (other than offline travel agencies), including but not limited to, on-line (e.g., internet based) channels or any other third party interactive channels (e.g., Online Travel Agents, Opaque Sites, Group Buying, Flash Sales, Social Commerce and Daily Deals sites and applications);
- d. make Marriott guest rooms available through any GDS;
- e. disclose to the end-user guest the rate at which Marriott provided you the guest room for booking by the guest;
- f. make any false, misleading or deceptive claims that it offers specially discounted rates on Marriott inventory, or advertise that it has the lowest price available, substantial discounts, online exclusive rates, exclusive savings, or comparable statements for Marriott guest room inventory.
- g. transfer or assign rates provided in this Agreement to any company or organization. You may not transfer or assign this Agreement or the right to any payments due hereunder.

**EXCEPTIONS:** Within 24 hours of identifying an Exception (defined below) or of being notified by Hotel or Marriott of an Exception, while you work diligently to resolve the Exception; you shall immediately suspend further access to any rooms by your Channels involved in the Exception until it is resolved. The Hotel may immediately suspend your access to any rates at the time any Exception is identified and you are notified. If the Exception remains unresolved after 2 days of notification, or is not resolved to Marriott's satisfaction within the time period, you must cease making the property and room information and/or room prices of Hotel available to your Channels. For any Exception notified to you by Hotel, whether subsequently resolved or unresolved, the Hotel shall be entitled to treat this as a material breach of this Agreement which, without limiting any of Hotel's other rights, shall entitle Hotel to terminate this Agreement immediately with written notice without incurring any liability to you for contracted rooms or rates.

For purposes of this Section, "Exception" shall mean if any of the following are applicable to any of your Channels: (i) your Channel is marketing or permitting bookings, or has control over an entity that is marketing or permitting bookings, of the Hotel's rooms in a manner that is inconsistent with the terms of this Agreement, (ii) your Channel is, in the reasonable opinion of Marriott, detrimental to Marriott's brand or image, including but not limited to displaying any information, images or their content which Marriott reasonably believes re defamatory, or libelous, lewd, pornographic, or obscene, or promote violence, or contain hate speech, (iii) your Channel conducts business in a manner that is inconsistent with Marriott's business model (e.g., such Channel is a flash sales site, group buying site, or offers rooms in violation of any of the requirements set forth herein or is engaging in practices that violate Marriott's official channel standards), (iv) your Channel is engaging in activities or practices that are the subject of a good faith dispute between such Channel and Marriott or the Hotel with respect to the display of rooms on such Channel, or use of intellectual property or (v) your Channel sells, resells, books or facilitates the booking of rooms in violation of any terms in this Agreement.

Hotel reserves the right to recover any and all Hotel and Marriott policy expenses from you in the event of an Exception, or Marriott Best Rate.

Guarantee approved claim which demonstrates you or your Channels as a source of the Exception. This includes the rate adjustment plus \$200USD administrative fee per approved Exception, or Best Rate Guarantee claim, to be paid by you to the Hotel within ten (10) business days of the Hotel's invoice.

**CONFIRMATION:** You will provide, in accordance with all applicable laws and privacy policies, confirmation of Travel Package details to guests. Such confirmation shall provide guests with the name, brand affiliation, precise location and telephone number of the Hotel.

**REVENUE AND TAXES:** For guest rooms booked by guests through you or your Channels at rates provided through this Agreement, you will pay the Hotel an amount equal to 100% of the rate plus any applicable taxes and other charges (the “**Standard Room Charge**”). As between you and the Hotel, you will retain all amounts by which the price of a Dynamic Package exceeds the Standard Room Charge (the “**Guest Price**”). You will be solely responsible for, and will timely remit to the proper taxing authorities, any and all taxes, duties, charges and governmental fees that are applicable to the difference between the Guest Price and the Standard Room Charge.

**DISCLOSURE:** You must, and must take commercially reasonable steps to ensure that your Channels: **(a)** advise all guests that they are responsible for payment of all charges over and above the Standard Room Charge (e.g., internet access); and **(b)** clearly and conspicuously disclose to guests in advance of booking all state and local taxes and all automatic or mandatory charges (e.g., resort charges) specified by the Hotel, so as to ensure affirmative, knowing consent by the guest to such fees prior to purchase.

**COMPLIANCE WITH LAWS:** You will comply with all applicable foreign and domestic laws, codes, regulations, ordinances and rules with respect to your obligations under this Agreement and the services to be provided by you hereunder, including but not limited to any laws and regulations governing package and tour travel operators/organizers. You represent, warrant and agree that you are currently and will continue to be for the term of this Agreement, in compliance with all applicable local, state, federal regulations or laws, including but not limited to, all provisions of the Patriot Act and regulations or requests of the U.S. Department of Homeland Security and the Office of Foreign Assets Control in the U.S. Department of the Treasury.

**PERSONAL DATA:** Each party acts as an independent controller with respect to its processing of personal data in connection with this Agreement. Each party will comply with its respective obligations under applicable data protection laws with respect to its processing of such personal data. To the extent that either party provides personal data to the other party pursuant to this Agreement, the party supplying the personal data confirms that it has consent or another legal basis to provide the personal data to the receiving party and for the receiving party to process the personal data consistent with this Agreement, and in accordance with its applicable privacy policy. For clarity, nothing in this Agreement limits a party’s ability to use an individual’s personal data to the extent directed by, consented to or requested by such individual.

**INSURANCE:** You must procure, maintain and keep in full force and effect during the term of the Agreement adequate insurance coverage (including public liability or commercial general liability insurance and property) as required by law, with a reputable company, including insurance coverage as required under applicable Marriott standards as Hotel may notify you from time to time.

**DISPUTE RESOLUTION:** The parties agree that any dispute in any way arising out of or relating to this Agreement will be resolved by arbitration before JAMS/ENDISPUTE® or the American Arbitration Association in the state and city in which the Hotel is located or the closest available location; provided, however, a dispute relating to infringement of intellectual property rights shall not be subject to this provision. The parties further agree that in any arbitration proceeding they may conduct reasonable discovery pursuant to the arbitration rules, that the law of the state, province or country in which the Hotel is located is will be the governing law, and any arbitration award will be enforceable in that state’s, province’s or federal court.

**RELOCATED CUSTOMERS:** Hotel will follow its customary relocation policy in regard to Customers. It is standard practice when relocating a customer, to refer the customer to a comparable Marriott affiliated hotel in the area or a hotel of another brand in the area with comparable standards of hospitality.

**TERMINATION:**

- a. Either party may terminate this Agreement at any time upon 30 days’ written notice to the other party.
- b. Hotel reserves the right to cancel any booking made in breach of the Agreement.
- c. Any breach by you of obligations under Your Obligations will be a material breach of the Agreement, resulting in an immediate suspension or termination of the Agreement, as solely determined by Hotel in its reasonable judgment. You shall inform Hotel of any violations of the Agreement of which you become aware.
- d. Upon termination of the Agreement, Hotel and you will continue to honor the terms of the Agreement with respect to any booking made prior to the termination date for dates following the termination date, unless termination occurred due to a monetary breach.

**FORCE MAJEURE:** If acts of God or government authorities, natural disasters, or other emergencies 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 liability.

**NOTICE:** Any notice required or permitted by the terms of this Agreement must be in writing.