



ZEMI BEACH HOUSE

LXR HOTELS & RESORTS

F.I.T. B.A.R. RATE AGREEMENT - ("Agreement")

COMPANY NAME: NUBA EXPEDICIONES S.L. including NUBA EXPEDICIONES DE MEXICO, S. DE R.L. DE C.V., Nuba USA, Inc.	HOTEL NAME: ZEMI BEACH HOUSE, LXR HOTEL & RESORTS
COMPANY CONTACT/ADDRESS: 96 Serrano - Madrid Spain, 28006	HOTEL CONTACT/ADDRESS: Kishma Sasso / Reservations Manager Shoal Bay East, Shoal Bay Village West Indies, Anguilla
Phone: +34 917454745	Hotel Phone: 264-584-0110
Email: alessandra.girardi@nuba.net	Hotel Email: m@zemibeach.com ; reservations@zemibeach.com

EFFECTIVE DATES OF AGREEMENT: January 03, 2025, – January 03, 2026

COMMISSION BASED ON BEST AVAILABLE RATE (B.A.R.)

			2025	2025	2025	2025/2026
			HIGH SEASON	LOW SEASON	SHOULDER SEASON	FESTIVE SEASON
• Contact Reservations to Book			04 January to 24 April	25 April to 23 August ***** 17 October to 16 November	17 November to 16 December	17 December to January 03

ROOM CATEGORIES	AD	CRIB				
Garden View King	2	1	B.A.R.	B.A.R.	B.A.R.	B.A.R.
Garden View 2-Queens	2+2	1	B.A.R.	B.A.R.	B.A.R.	B.A.R.
Ocean View King	2	1	B.A.R.	B.A.R.	B.A.R.	B.A.R.
Ocean View 2-Queens	2+2	1	B.A.R.	B.A.R.	B.A.R.	B.A.R.
Deluxe Garden View King	2	1	B.A.R.	B.A.R.	B.A.R.	B.A.R.
Deluxe Ocean View King	2	1	B.A.R.	B.A.R.	B.A.R.	B.A.R.
Celebration Ocean View King	2	1	B.A.R.	B.A.R.	B.A.R.	B.A.R.
2 Bedroom Penthouse Ocean View w/Pool	4+1	1	B.A.R.	B.A.R.	B.A.R.	B.A.R.
3 Bedroom Penthouse Ocean View w/Pool	6+1	1	B.A.R.	B.A.R.	B.A.R.	B.A.R.
2 Bedroom Premium Suite Ocean Front w/Pool+	4+1	1	B.A.R.	B.A.R.	B.A.R.	B.A.R.
3 Bedroom Premium Suite Ocean Front w/Pool	6+1	1	B.A.R.	B.A.R.	B.A.R.	B.A.R.
2 Bedroom Presidential Suite Ocean Front w/Pool	4+1	1	B.A.R.	B.A.R.	B.A.R.	B.A.R.
3 Bedroom Presidential Suite Ocean Front w/Pool	6+1	1	B.A.R.	B.A.R.	B.A.R.	B.A.R.

Supplements & Reductions:				
3 rd & 4 th Adult Sharing in a Double Queen	\$125	\$125	\$125	\$125
Single Occupancy Reduction	-\$50	-\$50	-\$50	-\$50
Children (0 to 17 Yrs. Old) Sharing Double Queen Room	FREE	FREE	FREE	FREE
Full American Plan (Lunch & Dinner)	\$125	\$125	\$125	\$125*
Full American Plan (Lunch & Dinner) Children 3-12 years	\$55	\$55	\$55	\$55
Adult Breakfast Buffet (Children 3-12 50% off adult price)	\$45	\$45	\$45	\$45

- (*) Does not apply to NYE Dinner Party.
- B.A.R. (Best Available Rate) – does not include Hilton Honors (HHonors) rates.
- All rates are in USD.

Initials: AG KS

- **Special promotions are commissionable at 20%**
- **Bar rate commission for this agreement is set at 20%**
- **Commission is based on room rates ONLY and is calculated pre-tax (I.E.: NOT inclusive of any additional taxes and fees).**
- **Taxes on Meal Plans = 13% GST, plus 17% Service Charge.**
- Breakfast, Lunch & Dinner supplement (FAP) is NON-commissionable.
- Above Meal Plans (FAP) are for dining in 20 Knots (Casual Dining).
- FAP Lunch at 20 Knots = 2 courses. FAP Dinner at 20 Knots = 3 courses.
- FAP Guests will receive \$45 credit per person to dine at Stone towards the dinner bill (Fine Dining). **Applicable to food only.**
- FAP Children (3 -12yrs) dining at Stone will receive a \$25 credit to dine at Stone towards the dinner bill. **Applicable to food only.**
- The above FAP credits are non-transferable and cannot be applied towards any other bill or purchases at Zemi Beach House.
- **Your company will be invoiced upon confirming the booking. You will then be required to settle all the monies associated with the booking within 30 calendar days prior to guest arrival. Exception for Festive bookings: See terms below.**

The best available rates (B.A.R rates) will apply at the time of booking at **20% commission**, and are quoted exclusive of applicable state and local taxes, currently **13% Government (GST) Tax, 12% Service Charge and 2% Reef Recovery Fee**, and subject to change without notice.

Hotel reserves the right to change the rates in case of changes in applicable government taxes, fees or assessments as well as any changes in applicable labor or service charges or fees.

RESERVATIONS: For reservations, you must email requests to rm@zemibeach.com; reservations@zemibeach.com. Reservations will be confirmed based on availability at the time of inquiry.

Promotions & Discounted Rate Offers.

- Your designated commission, per this contract, will apply to any Zemi Beach House "free night" promotions or offers, as displayed on our Offers Page, exclusively on www.zemibeach.com Outside of the www.zemibeach.com website, no other promotions or offers may be applied. This includes any offer or promotion with a discounted percentage on the rate.

CONCESSIONS & AMENITIES:

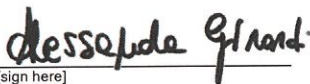
- Complimentary Buffet Breakfast daily
- Complimentary Welcome Drink upon arrival, and also in-room, with personalized card.
- Complimentary Wi-Fi throughout hotel
- Complimentary Non-Motorized Water Sports
- Complimentary Beach Towels, Poolside Sorbet, Fruit Juices, Water and Sunscreen
- Complimentary Beach Bags & Flip-Flops (in-room)
- Complimentary Zemi Beach House Kids' Club (4-12 years)

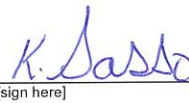
This Agreement is subject to all the terms and conditions set forth on the following page(s) entitled "**FIT BAR Rate Agreement Terms and Conditions**" and the below-referenced "**Additional Terms and Conditions.**" This Agreement and the terms and conditions on the next page(s) and the Additional Terms and Conditions together constitute 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 parties agree that for purposes of this Agreement and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by email with a scanned document with signature attached or facsimile transmission will be considered as enforceable and valid as an original signature by the party signing. For the avoidance of doubt, emails, including emails that bear an electronic "signature block" identifying the sender, do not constitute signed writings for purposes of this Agreement. 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.

ACCEPTED AND AGREED TO:

Alessandra Girardi

ZEMI BEACH HOUSE, LXR HOTEL & RESORTS

By: 
[sign here]

By: 
[sign here]

Name: Alessandra Girardi
Title: Product Director
Date: 5/02/2025

for Name: Frank Pierce
Title: Director of Sales and Marketing
Date:
Billing: Mario Halley - dof@zemibeach.com

F.I.T. AND RATE AGREEMENT TERMS AND CONDITIONS

DEFINITIONS USED IN THESE TERMS AND CONDITIONS:

Hotel means Zemi Beach House, property of Fountain Beach Residences, LLC as the Operating company under a franchise agreement with LXR Hotels & Resorts.

Hotel, we, our or us means the legal entity that owns the Hotel, as set forth in the Agreement.

CANCELLATION POLICY: Cancellation must be made at least 14 days prior to arrival to avoid payment forfeiture.

Festive Cancellation Policy:

Cancellations must be made in writing by September 01, 2025-26 to avoid the full stay cancellation penalty charge. Thereafter, all monies are NON-REFUNDABLE.

Festive Payment Policy:

On confirmation of your booking please be informed that a 50% partial payment of the entire stay by Visa, American Express, MasterCard or Discover card will be required to secure the reservation or via wire transfer to Hotel. The remaining 50% balance payment of the stay will be required by September 01, 2025-26.

CHECK-IN/CHECK-OUT TIMES: Our check-in time is 3:00PM, checkout time is 12:00PM. All times are local Hotel times. All guests arriving before 3:00PM will be accommodated as rooms become available. Our Guest Services Department can arrange to check baggage for those guests arriving prior to Hotel's check-in time when rooms are not yet available.

MUTUAL RESPONSIBILITY REGARDING ACCURACY AND COMMUNICATION OF HOTEL PRODUCT INFORMATION:

Hotel agrees to maintain accurate and up-to-date information about the Hotel products submitted to the Company including:

- ❖ Rates (including applicable taxes);
- ❖ Applicable booking conditions;
- ❖ Cancellation policy;
- ❖ Hotel facilities, touring, transfers, vans, cars and all other operational information; and
- ❖ Anything that affects or will affect the Hotel product in any material way that could be an inconvenience to customers or cause confusion by customers. Examples of this are (without limitation) closure of swimming pools, restaurants or other guest facilities and refurbishment or renovations on or near the Hotel.

You acknowledge and agree that you will effectively and promptly advise prospective guests of the following:

- ❖ Guests must check with the Hotel's cashier to make sure all incidentals are paid for prior to departure.
- ❖ The guest room must be vacated no later than 12:00PM on the relevant date of the guest's departure, or such later time as we may establish. Failure by the guest to vacate may incur a late departure charge equal to 35% of the daily rate being applied to the guest's account, which must be settled by the guest on their departure.
- ❖ All reasonable material information relating to their stay at our Hotel. Such information shall include but not be limited to information about any facilities at the Hotel being unavailable, that building, refurbishment or repair work is taking place at, or near the Hotel, or that other reasons exist why their stay at the Hotel may not be as they anticipated.
- ❖ Hotel reserves the right to refuse entry to, and remove any guest from, our Hotel and accommodation at our Hotel if any of our authorized employees considers, in his or her reasonable opinion, that the guest is under the influence of drink or drugs, is unsuitably dressed or is behaving in a threatening, abusive or otherwise unacceptable manner.
- ❖ Closure Dates (Hurricane Season)

Close: Sunday August, 24th 2025 (No Arrivals)
Open: Friday October, 17th 2025

RATES VALID FOR PACKAGED TRAVEL ONLY: The rates quoted in this Agreement are only for the sale of individual rates at the (B.A.R.) Best Available Rates.

You acknowledge and agree that this Agreement does not otherwise permit you to sell or re-sell any rooms in Hilton hotels in any way, or to display any other information about Hilton or its owned, managed, leased, licensed and/or franchised hotels, including without limitation room prices or terms of distribution. You understand and agree that with respect to any bookings, you would be assisting us by helping us to sell rooms that we make available to you and only in the manner described in this Agreement. The FIT rates and this Agreement are non-transferable and non-assignable.

TERMINATION: Either party may terminate this Agreement without cause by giving the other party no less than 30 days prior written notice of termination. Either party may terminate this Agreement immediately by giving written notice to the other party if (a) a party becomes insolvent or is subject to external administration, enters into liquidation or enters into a scheme of arrangement with creditors or are otherwise unable to pay their debts as and when they fall due; or (b) a party breaches any material term of this Agreement and does not cure such breach within 15 days following receipt of notice from the non-defaulting party. Notwithstanding any such termination of this Agreement, the rights acquired or obligations incurred by the parties thereto prior to such termination shall not be affected. All monies owed by either party shall be settled within the 30 days-notice of termination.

Two Full-Service Air-Conditioned Restaurants • Complimentary Daily American-style Breakfast • Four Bars • Zemi Thai House Spa • Three pools, two with Cabanas and one a 60ft lap pool • Concierge Service • Beach Concierge • Complimentary Poolside Sorbet, Fruit Juices, Water and Sunscreen • Complimentary Beach Bags & Flip-Flops (in-room) • Use of bathrobes during stay • State of the Art Fitness Center featuring Precor equipment • Well-lit Tennis Court with Faux Lawn Grass • Beach Volleyball (on request) • Complimentary Zemi Beach House Kids' Club (4-12 years) • Complimentary non-motorized water sports

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