

Tour Operator Agreement 2024 - 2025

TOUR OPERATOR NAME	
NAME: Roberto Mejia	NAME:
Position: Sales Manager	Position:
Phone: +1 849-357-6404	Phone:
e-mail: salesmanager@pgaoceans4.com	e-mail:
On behalf and representing:	On behalf and representing:
Company: PROMOCIONES BP LA ROMANA, S.R.L. KM. 12 CARRETERA LA ROMANA-SAN PEDRO DE MACORÍS, República Dominicana R.N.C.: 1-3048350-7 Hereinafter: GOLF CLUB	Company:

CONTRACT PERIOD

The parties hereby agree the terms and conditions stipulated herein for the following period May 16th 2024 – May 15th 2025.

RATES (in US dollars \$)

		LS: 16 May 2024 – 14 Oct 2024		HS: 15 Oct 2024 – 15 May 2025	
	Time	Rack Rate	T.O Net Rate	Rack Rate	T.O Net Rate
18 Holes Championship Course	07:30 - 13:50	160	90	250	100
Twilight 18 Holes	14:00 - 18:00	130	73	190	79

		LS: 16 May 2024 – 14 Oct 2024		HS: 15 Oct 2024 – 15 May 2025	
Multi -round Golf Packages	Time	Rack Rate	T.O Net Rate	Rack Rate	T.O Net Rate
Unlimited Golf (7 days / one Week)	All Day	1120	455	1610	625
Pack 5 Rounds 18 Holes	All Day	800	335	1150	460
Pack 3 Rounds 18 Holes	All Day	690	207	800	285

Rate conditions:

- To protect the integrity of the "net" rates, both parties agree not to divulge these rates to any customer, third party or competitor at any time.

There will be a green fee "Rappel" for the following numbers:

- 550 green fees sold in 2024 = 10 green fees to be used in 2025
- 600 green fees sold in 2024 = 15 green fees to be used in 2025
- 650 green fees sold in 2024. = 25 green fees to be used in 2025
- +700 green fees sold in 2024 = 30 green fees to be used in 2025
- +1000 green fees sold in 2024 = 50 green fees to be used in 2025
- +3000 green fees sold in 2024 = 100 green fees to be used in 2025

Tour Operator Agreement 2024 - 2025

RESERVATIONS

- A. All booking requests will be made by email to following addresses: contactcenter@pgaoceans4.com A corresponding written notice, booking order or valid voucher must accompany all reservations.
- B. Verbal availability does not imply a confirmation as availability is subject to frequent and immediate change.
- C. The AGENCY/TOUR OPERATOR will receive the booking confirmation from the GOLF CLUB including total amount and booking reference number.
- D. Tee off times are given every **10 minutes from tee 1** unless some different specified. PGA Ocean's 4 reserves the right to modify the format to **crossover tee-times** every 10 minutes with starting times on #1 & #10.
- E. Procedure for Individuals 01 to 15 players will be considered individual reservations and can be booked up to 6 months in advance.
- F. Procedure for Groups **16 players and more** will be considered group reservation and can be booked up to a year in advance.
- G. **Shotgun tee-times** will be offered on a per request basis and the following conditions shall apply:
 - a. PGA Ocean's 4 reserves the right to fill all unused/unrequested tee-times in the shotgun, up to 144 players with other player from the resort, outside guests, and other agencies.
 - a. The agency must relay this information to their customers, ensuring they are aware that pace of play will be slower than usual.

All golfers will be required to check in with a confirmation voucher provided by THE AGENCY/TOUROPERATOR. An e-mailed copy of the voucher may be provided if original copy is not available.

CANCELLATIONS*

- Cancellations for 15 players or less can be made with 15 days in advance.
- Cancellations for 16 to 50 players can be made with 20 days in advance.
- Cancellations for 51 to 79 players can be made with 40 days in advance.
- Cancellations for 80+ players can be made with 60 days in advance.
- Cancellations for players within a shotgun requested format will be treated as an 80 + player group and therefore adhere to the 60-day cancellation period.

NO SHOWS

All no shows, without exception will be charged at 100% of the contracted net rate.
No show and early departure we will charge 100% of the total amount as per original booking.

The Golf Course will advise THE AGENCY/TOUR OPERATOR, of any changes due to course maintenance, scheduled tournaments, closures caused by inclement weather or any other reason.

PAYMENTS AND INVOICES

Full amount of the reservation is to BE RECEIVED 10 DAYS BEFORE PLAYING DATE to following bank account via wire transfer.

Beneficiaries Name: PROMOCIONES BP LA ROMANA, S.R.L.

Account Number: 26180

Beneficiary Bank: Banco Sabadell S.A, Miami Branch

Bank Address: 1111 Brickell av. Suite 3010 Miami, Florida USA- ZIP CODE 33131

ABA#0660-1406-9

Swift BSABUS3X

IMPORTANT: After receiving confirmation of the wire transfer, please send a copy of the document to the following email addresses: contactcenter@pgaoceans4.com, GM@pgaoceans4.com indicating the Booking number and name on the reservation that will cover the payment

Tour Operator Agreement 2024 - 2025

All invoices from the Golf Course will be sent to: "THE AGENCY / TOUR OPERATOR" once the payment has been received and confirmed. The invoice will include the reference number, the name of the player and the number of green fees purchased as well as all the corresponding taxes.

PROMOTION

The Golf Course agrees to THE AGENCY / TOUR OPERATOR, the use of any and all marketing materials, including scorecards, rack cards, course statistics and photography in order to promote the facility.

SERVICE CLAIMS SAFETY AND FORCE MAJEURE

The Golf Club will not accept any deduction made from payments due to claims of customers. All claims must be sent in writing to The Golf Club containing full information of the cause of claim and claimants. Should a claim be considered by Golf Club as legitimate, The Golf Club will pay the Tour Operator the form of settlement.

The Golf Club will not accept any service claims that have not been reported to the management, during customers game. The service delivered in The Golf Club is in full accordance to the descriptions published and advertised, any discrepancy between the Golf Club official description and third parties advertising, is not considered under The Golf Club responsibility.

The Golf Club is in full compliance of all local laws and regulations related to safety and civil liability.

The Golf Club shall have the right to suspend the effectiveness of the terms and conditions hereof in the case of force majeure occurrences, such as armed conflicts, wars, natural disasters, acts of terrorism, earthquakes, epidemics, hurricanes or any situation that maybe rated as force majeure, understanding this to be an occurrence that could not be foreseen, or which if foreseen, were inevitable.

ETIQUETTE

All players are required to follow proper golf etiquette.

DRESS CODE

All players must comply with a dress code. Men must wear collared shirts, Bermuda length shorts. Ladies must wear blouses with collar or sleeves, Bermuda length shorts. No denim, athletic shorts, bathing suits, sleeveless shirts and sandals are not allowed for any golfer.

CONDUCT

Behavior that does not comply with the accepted golf industry standards or those determined by PGA Ocean's 4 Golf Club will result in immediate removal from the property. This includes any and all disrespect or misuse of property or equipment.

I, the undersigned, accept the rates, terms and conditions contained in this contract for the period indicated. I also agree not to publish the wholesaler net rates for Green fees and/or publish rates below the RACK RATE.

ON BEHALF OF PGA OCEAN'S 4

Date: August 20, 2024

ON BEHALF OF

Date: