



* Deposit made on 8/17
visa (staypass ce)

LETTER OF AGREEMENT:

Contract Issue Date: August 15, 2018

OUR NAME: Flight Centre Travel Group (USA) Inc dba GOGO VACATIONS (references to "GOGO, "us" or "we" or "our" throughout the Agreement refer to entity listed directly above)	COMPANY NAME: Hanatour: 39614326 (references to "Company", "you", "your" throughout the Agreement refers to the entity listed directly above)
ADDRESS: 5 Paragon Drive Montvale NJ 07645 Attn: Chelsea DeMarco	ADDRESS: Yoojin Lee 1329 W Cheltenham Ave #101 Elkins Park, PA 19027

WHEREAS GOGO engages in the business of providing group travel and travel related services to travel agencies ("Services") and is willing to provide the Services to Company under the terms and conditions hereafter set forth;

WHEREAS Company has a requirement for the Services and desires to obtain the Services from GOGO in accordance with the terms and condition hereafter set forth;

WHEREAS GOGO in order to provide the Services pursuant to this Agreement will enter into an agreement with a third party to provide part or all of the Services ("Third Party Agreement") and

NOW THEREFORE, In consideration of the mutual promises and covenants contained herein and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, GOGO and Company agree as follows:

1. Term

- 1.1 Company appoints GOGO as Company's agent to provide the Services on the Company's behalf from the date of this Agreement until 30 days following the completion of the Group referred in Section below.
- 1.2 Company in executing this Agreement hereby represents and warrants that it has the necessary authority to enter into this Agreement and expressly acknowledges that the Company will be held liable for any breaches by the Group (as defined below) pertaining to this Agreement and any other Third Party Agreement entered into by GOGO.

2. Scope of Services

2.1 GROUP

Agent: YOOJIN LEE
AGENCY: HANATOUR

IATA #: 39614326
Phone: 215-935-2500
Email: hanatour12@hotmail.com
of Rooms: 18

Group Number: 5006
Group Name: Hana Group Iberostar Paraiso Lindo
December 2 2018
Group Type: MX-RMY-SOC
Destination: Riviera Maya, Mexico
Hotel Name: IBEROSTAR PARAISO LINDO
Travel Date: 02 Dec 2018 - 06 Dec 2018

Gogo Vacations Initials: _____

Agency Initials: YL

All rates are per person gross selling rates with your commission included.

The below rates include roundtrip shared transfers, hotel accommodations and taxes where applicable. Group amenities and terms and conditions have been included as well. Please note, group rates are valid for 3 days prior to the group arrival and 3 days after group departure unless specified differently on the pricing grid. Additional nights beyond the 3 days pre or post will be at the prevailing rate. We will be happy to send you information regarding private and upgraded transfers upon your request. In addition, if your clients are interested in purchasing any tours, please contact your group consultant for pricing and information.

For your reference, shared transfers between (CUN) Cancun International Airport and Iberostar Paraiso Lindo are \$46.88 per person r/t

Room category	#of rooms	Arrival date	Departure date	#of nights
Standard Room	18	Dec. 2, 2018	Dec. 6, 2018	4

Room Category: STANDARD ROOM - Package All Incl

Occupancy	Single Rate	Double Rate	Triple Rate	Quad Rate	Child Rates 0 - 1 years	Child Rates 2 - 12 years	Child Rates 13 - 17 years
3 Night Package	\$495.88	\$348.88	\$333.88	N/A	\$0.00	\$199.88	\$303.88
Plus 1 Pre-night	\$150.00	\$101.00	\$96.00	N/A	\$0.00	\$48.00	\$86.04
Plus 2 Pre-nights	\$299.00	\$201.00	\$191.01	N/A	\$0.00	\$100.02	\$171.00
Plus 3 Pre-nights	\$449.00	\$302.00	\$287.01	N/A	\$0.00	\$148.02	\$257.04
Plus 1 Post-night	\$150.00	\$101.00	\$96.00	N/A	\$0.00	\$48.00	\$86.04
Plus 2 Post-nights	\$299.00	\$201.00	\$191.01	N/A	\$0.00	\$100.02	\$171.00
Plus 3 Post-nights	\$449.00	\$302.00	\$287.01	N/A	\$0.00	\$148.02	\$257.04

Package rate is for check-in on 12/2/2018

Please note, child rates are only applicable when sharing a room with 2 full paying adults.

**Please note: the contracted rates and confirmation is based on availability and the number of rooms blocked on the dates specified above; should the Group change or modify these dates or blocked rooms, then the contracted rates may change. This Agreement may be cancelled if the Group falls below the hotels minimum number of rooms and nights required regardless of attrition policy and percentage and you shall be liable for all cancellation fees as set out in this Agreement. Bedding is by request and not guaranteed unless otherwise specified in this agreement.*

Concessions/Complimentary

In consideration of your guest room commitment, you will be entitled to 1 complimentary pax for every 10 adult passengers paid per night, maximum 4 complimentary passenger

Single Occupancy Rooms count towards the complimentary passenger but the comp will be applied towards the DBL occupancy rooms. No complimentary passengers will be given if the group consists of 60% or more Single Occupancy Rooms. There will also be a \$25 per person surcharge on top of the Single Rate if the group consist of at least 60% SGL Rooms.

Triple, Quadruple and Family Occupancy Rooms will be accounted as DBL rooms towards the complimentary passenger.

The complimentary passenger will be based on the number of passengers booked per night, applied in the lowest room category booked. The complimentary passenger amount will be determined based on the final rooming list which is due to be sent to the hotel 65 days prior to the group's arrival.

Complimentary Hospitality Desk for Group staff member with internet.

Attendees will be entitled to 1 dinner reservations based on their length of stay, availability permitting. These are not group dinners.

Special Appreciation Dinner- Semi-private with up to 40 pax in specialty restaurant with pre-set menu. Larger groups may split or have an area reserved at our international buffet and may be subject to an additional cost. Please contact groups department or public relations department at the hotel to confirm availability and pricing.

20% Discount on Spa Services. Regular priced services only. Not combinable with other Spa promotions offered at the hotel.

In consideration of your guest room commitment, you will be entitled to 1 complimentary room upgrade to the next available category at time of check-in. Family rooms and Presidential Suite not included

The minimum requirement to be considered a group is 10 rooms. If the group drops below 10 rooms it will no longer be considered a group, this contract will be voided and the concessions will no longer apply. Hotel reserves the right to renegotiate concessions if the room block drops more than 10% from the contracted room block.

Cancellation/Attrition

- From signing of contract to September 27, 2018 (66 days prior to arrival) no reduction damages will be assessed.
- Within September 28, 2018 (65 days prior to arrival) any reductions/cancellations or no shows will be 100% non-refundable.

*All no shows & early departures will be subject to a 100% of the total stay.

GOGO is not responsible for complimentary room/passenger(s) provided by Hotel after the group booking stay.

Concessions/complimentary are determined at final payment.

The complimentary room/passenger(s) will be determined once the HOTEL receives the final Rooming List. Should the Group modify its room block the complimentary room/passenger(s) will be recalculated accordingly.

2.2 PACKAGE INCLUSIONS

- Accommodations at Hotel
- All-inclusive Meal Plan

Land Rates are commissionable at 14% and such Agency Commission is payable by GOGO within forty-five (45) days of GOGO receiving final payment on the booking.

Transfer Rates are commissionable at 14% and such Agency Commission is payable by GOGO within forty-five (45) days of GOGO receiving final payment on the booking.

2.3 AIR

No air contracted by GOGO Vacations.

(i) Security:

Hotel does not provide security in the event and function space and all personal property left in the event or function space is at the sole risk of the owner. Group will advise its attendees that they are responsible for safekeeping of their personal property. Hotel may reasonably require Group to retain security personnel in order to safeguard guests or property in Hotel. Security personnel are not authorized to carry firearms without advance Hotel approval.

3. Total Price for Group: \$16,231.68 (Hotel & Transfers)

3.1 DEPOSIT: Company must pay GOGO for the Services by credit card, check, wire or ACH according to the following schedule:

Hotel initial deposit of \$100.00 per room: \$1,800.00 total	August 22, 2018
Hotel final payment due:	September 28, 2018

If paying by check please ensure that the check is received within ten (10) business days before the above dates so that the funds can clear from the accounts. If Company is forwarding payments directly from the Group then Company is responsible for the funds clearing and any chargeback's that result from the credit card. For the avoidance of doubt, Company shall indemnify and hold harmless GOGO for any chargeback's, dishonored checks and disputes relating to the payment of the booking.

3.2 FINAL PAYMENT IS DUE: Friday, September 28, 2018

Final rooming list (including gender and date of birth) is due: Friday, September 28, 2018

Please note Rooming list may be requested earlier if required by the airline or hotel. Please keep a current list of the group ready in case this should be necessary.

4. General Terms and Conditions

4.1 Travel Protection: Company acknowledges that GOGO has provided it with all information regarding the purchase of travel protection for the Group.

4.2 Cancellation or Termination: Without limiting each party's rights or remedies provided by law, should this Agreement be cancelled or terminated by either party, Company agrees to reimburse GOGO for any reasonable costs and out of pocket expenses incurred prior to the date of termination including without limitation any expenses incurred in the Third Party Agreement.

4.3 Third Party Agreement: The terms of this Agreement shall be at all times subject to the terms of the Third Party Agreement. Company acknowledges and agrees that it will be liable for any acts or omission which result in GOGO breaching the terms of the Third Party Agreement and shall indemnify GOGO for any claims associated with this breach.

4.4 Overages: Upon reconciliation of the Group's booking it is determined that there have been any overages on the Group booking; Company agrees that GOGO may retain 10% of the funds collected as a service fee.

4.5 Insurance: Each party will maintain insurance sufficient to cover any claims or liabilities which may reasonably arise out of or relate to its obligations under this Agreement and will provide evidence of such insurance upon request.


4.6 Indemnification: Each party will indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims resulting from its breach of this Agreement or the negligence, gross negligence or intentional misconduct of such party or its officers, directors, employees, agents, contractors, members or participants when acting within the scope of their employment or agency. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES RESULTING FROM LOSS OF USE OR PROFITS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Notwithstanding the above, GOGO's obligations to procure transportation tickets and accommodations, to make reservations or to provide, make available or otherwise perform any Services will, at all times, be conditioned upon the availability of such tickets, accommodations, reservations and Services, and all tickets, accommodations, reservations and other such Services will be provided subject to any and all tariffs, terms and conditions under which the same are offered or provided. Neither GOGO nor any representatives or employees of any subsidiaries of GOGO will be liable for, or responsible in any way for any accident, loss, injury or damage to Company or Group or any of Company's or Group's employees or guests or those persons traveling with such Company employee or guest nor for any of employee's guest's or person's property in connection with the tickets, accommodations, transportation or other Services arranged for or provided by GOGO or their employees or representatives.

- 4.7 Force Majeure:** Force Majeure means an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, terrorism, war, blockade, public riot, lightning, fire, flood, hurricane, earthquake, explosion, failure to timely receive necessary governmental approvals, government restraint, unavailability of equipment, and any cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the party claiming suspension. If either party is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement, other than the obligation to make any payments under this Agreement, such party will give the other party prompt written notice of the Force Majeure with reasonably full particulars. The obligations of the party giving notice, so far as they were affected by the Force Majeure will be suspended during, but no longer than, the continuance of the Force Majeure. Either party may in their sole discretion terminate this Agreement should they be unable to perform their obligations under this Agreement due to a Force Majeure event as set out in this section.
- 4.8 Applicable Law:** This Agreement is governed by the laws of the State of New York and will be construed in accordance with the laws of the State of New York. The parties hereby agree to the exclusive jurisdiction of the courts of the State of New York or the United States District Court for New York for the purpose of any action or proceeding brought by either of them in connection with this Agreement. The parties agree that the foregoing shall preclude the jurisdiction and application of any other forum and law.
- 4.9 Compliance with laws:** Each party will comply with all applicable federal, state and local laws and Airlines, Hotel rules and policies. Group will be responsible for providing its disabled members with auxiliary aids in connection with any Group events or activities. Upon Group's reasonable request, Hotel will cooperate with Group to provide services on behalf of Group's disabled attendees.
- 4.10 Notice:** Any notice required or permitted by the terms of this Agreement must be in writing.
- 4.11 Assignment:** Group or Company may not assign or delegate its rights or duties under this Agreement without GOGO's prior approval.
- 4.12 Severability:** If any provision of this Agreement is held to be invalid or unenforceable that provision will be eliminated or limited to the minimum extent possible and the remainder of the Agreement will have full force and effect.
- 4.13 Waiver:** If either party agrees to waive its right to enforce any term of this Agreement, it does not waive its right to enforce any other terms of this Agreement.
- 4.14 Authority:** Each party hereto represents and warrants that it has full power and authority to enter into this Agreement, and that this Agreement does not conflict with any other agreement or other constraint by which such party is bound.

If this Agreement correctly sets forth your understanding and is acceptable to you, please indicate your acceptance by signing and dating this Agreement in the space provided and returning this Agreement to us by **August 22, 2018**

Flight Centre Travel Group (USA) Inc dba GOGO Worldwide Vacations	Hanatour
Name: Chelsea DeMarco Northeast – 701	Name: Yoojin Lee
Title: Assistant Team Leader	Title: General Manager

Signature:	Signature: 
Date:	Date: 8/16/2018

YL

Gogo Vacations Initials: _____

Agency Initials: _____