



August 03, 2023

Agent:	YOOJIN LEE	Group Number:	215174
AGENCY:	HANATOUR	Group Name:	Yoojin Group
IATA #:	39614326	Group Type:	MX-CUN-SOC
Phone:	215-935-2500	Destination:	Cancun, Mexico
Email:	hanatour12@hotmail.com	Hotel Name:	Iberostar Selection Cancun
# of Rooms:	10	Travel Date:	03 Dec 2023 - 07 Dec 2023

### Letter of Agreement

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

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

Group Price Match Policy: Price Match requests will not be accepted within 70 days of the first arrival date.

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GOGO Group Cancellation Fee: In the event of a group cancelling in its entirety (falls below the minimum # of rooms required for a group contract) there will be a \$500.00 cancellation penalty applied.

The below rates include roundtrip shared transfers, hotel accommodations and taxes where applicable. Single supplements may apply, based on destination. Group Transfer rates are valid for groups with a minimum of 10 passengers purchasing group transfers. If the group falls below the minimum, transfer services cannot be booked with the group contract and must be booked individually by the travel agent.

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.

Shared roundtrip transfers between **(CUN)** international airport and **(Iberostar Selection Cancun)** are **\$30.00** per person and are included in the package price below. Single supplement may apply, based on destination. The pre and post rates do not include transfer pricing.

**Please note: Transfers are non-refundable after final payment.**

Room Category	# of rooms	Arrival Date	Departure Dates	# No of Nights
PREMIUM OCEAN VIEW WITH BALCONY	10	03 DEC 2023	07 DEC 2023	4

**Room Category: Premium ocean view with balcony**

Occupancy	Single Rate	Double Rate	Triple Rate	Quad Rate	Child Rates 0 - 1 years	Child Rates 2 - 12 years
4 Night Package	\$1227.36	\$714.20	\$657.20	\$628.72	N/A	\$372.12
Plus 1 Pre-night	\$299.34	\$171.05	\$156.80	\$149.68	N/A	\$85.53
Plus 2 Pre-nights	\$598.68	\$342.10	\$313.60	\$299.36	N/A	\$171.06
Plus 3 Pre-nights	\$898.02	\$513.15	\$470.40	\$449.04	N/A	\$256.59
Plus 1 Post-night	\$299.34	\$171.05	\$156.80	\$149.68	N/A	\$85.53
Plus 2 Post-nights	\$598.68	\$342.10	\$313.60	\$299.36	N/A	\$171.06
Plus 3 Post-nights	\$898.02	\$513.15	\$470.40	\$449.04	N/A	\$256.59

Package rate is for check-in on 12/3/2023

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

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**Promotion Code:** SOCIAL GROUPS PROMOTION - IBEROSTAR MEXICO

**Applicable Properties:**

Iberostar Paraiso Del Mar  
Iberostar Paraiso Beach  
Iberostar Tucan  
Iberostar Quetzal  
Iberostar Select Paraiso Maya Suites  
Iberostar Grand Hotel Paraiso

**Iberostar Selection Cancun**

Coral Level at Iberostar Selection Cancun  
Iberostar Cozumel  
Iberostar Selection Playa Mita  
Iberostar Selection Paraiso Lindo

**Booking Window:** September 26, 2022 - October 31, 2024

**Travel Window:** November 1, 2022 - October 31, 2024

**Blackout Dates:** Apr 1 - 8, 2023, Nov 18 - 25, 2023, Dec 25, 2023 - Jan 7, 2024, Feb 17 - 24, 2024 & Mar 23 - 30, 2024  
**\*\*Note: Additional blackout dates may apply without prior notice\*\***

**Applicable to groups between 10 - 29 rooms Only**

**Minimum:** 10 rooms with 3 nights. 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.

**COMPLIMENTARY PASSENGERS (Maximum of 4 comp passengers per group, in double room):**

**\*\*\*Subject to blackout dates which may apply without prior notice. During blackout dates the comps listed below are no longer valid and the 21st Adult free (20+1) would apply\*\*\***

- **Nov 1, 2022 - Apr 30, 2023 & Nov 1, 2023 - Apr 30, 2024: 16th Adult Free (15+1)**
- **May 1, 2023 - Aug 31, 2023 & May 1, 2024 - Aug 31, 2024: 11th Adult Free (10+1)**
- **Sep 1, 2023 - Oct 31, 2023 & Sep 1, 2024 - Oct 31, 2024: 8th Adult Free (7+1)**

**DURING BLACK OUT PERIODS THE COMPLIMENTARY PASSENGER POLICY CHANGES TO 21ST ADULT FREE (20 + 1) \***

**PLUS...**

- Welcome drink with private check in for groups arriving together.
- Complimentary Hospitality Desk for Group staff member with internet.
- Special welcome amenity for Group Leader or VIP to be selected by the hotel.
- 1 Upgrade to superior room for the Group VIP or Group leader (subject to availability at time of arrival and according to each Hotel Room categories).
- Special Appreciation Dinner. *(Dinner not applicable for Wedding Groups). Semi-private in specialty*

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*restaurant with a pre-set menu. Maximum 40 pax. Larger groups may split or have an area reserved at our international buffet and may be subject to an additional cost. (Does not apply to Wedding groups).*

- 20% Off in Spa Services.
- Preferential Golf Rates at Iberostar Golf courses in Cancun, Playa Paraiso and Bavaro.

#### **Terms and Conditions for all Concessions, Attrition and Cancellation Policies:**

- Groups inside allotment and composed of 40 rooms or less do not require hotel approval.
- Groups above allotment and composed of 41 Rooms or more requires hotel approval.
- Complimentary room upgrade does not apply to the following categories, Presidential Suite, Family Master Suite Ocean View, or Swim Out Suite (subject to add categories with no advance notice).
- Promotion cannot be applied to Groups that have already been contracted.
- Promotion is subject to change at any time.

#### **Special Note:**

- 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.
- Single occupancy rooms count towards the complimentary passenger; however, the comp will be applied towards the double occupancy rooms, based on the lowest room category rate.
- Complimentary passenger amount will be determined by the final room list.
- No complimentary passengers will be given if the group consists of 60% or more single occupancy rooms.

#### **Cancellation and Reduction:**

- Any rooms reductions/cancellations between 100 and 71 days prior to arrival will incur a 1-night penalty.
- Any rooms reductions/cancellations between 70 and 56 days prior to arrival will incur a 2-night penalty.
- Any rooms reductions/cancellations between 55 and 41 days prior to arrival will incur a 3-night penalty.
- Within 40 days prior to arrival any reductions/cancellations or no shows will be 100% non-refundable.

**\*\*This cancellation Policy applies to all Groups regardless of its size, booking or payment procedure.**

**\*\*\* The minimum requirement to be considered as a group is 10 rooms.**

Cancellation & Reduction Policy		
Days Prior to Arrival	Penalty Per Room	Due Date
101	0	Thursday, August 24, 2023
100	1 night	Friday, August 25, 2023
70	2 nights	Sunday, September 24, 2023
55	3 nights	Monday, October 9, 2023
40	100%	Tuesday, October 24, 2023

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## Payment Terms

- 1 night per room due at time of signing of contract.
- Final payment due 75 days prior to arrival

Payment Terms		
Days Prior to Arrival	Payment	Due Date
with Signed Contract	Deposit	Thursday, August 10, 2023
75	Final Payment	Tuesday, September 19, 2023

\*\*\*\*\*

\*\*\*\*\***Travel Advisory**\*\*\*\*\*

\*\*\*\*\*

MX - Cancun and surrounding areas

**Environmental Sanitation Tax** (not included in your package and subject to change without notice) for all tourists will be imposed by the Mexican government as follows:

As of February 01st, 2023, taxes are as follows:

- Cancun hotels tax will be \$72.62 MXN (approx. \$3.90USD) per night per room occupied.
- Playa del Carmen Hotels tax will be \$31.12 MXN (approx. \$1.68USD) per night per room occupied.
- Costa Mujeres Hotels \$31.12 MXN (approx. \$1.68USD) per person per night.

Environmental Sanitation Tax can only be collected upon hotel check in and cannot be paid in advance.

In addition, the state of Quintana Roo requires all foreign tourists to pay a tax of \$244 MXN (approx. \$13USD) per person (not included in the package and subject to change without notice).

The payment can be made prior to travel, upon arrival or during the stay, as the tax will be imposed upon departure. Visitors will have the option to access <http://visitax.gob.mx>, where they will complete a brief questionnaire and make the payment.

The VISITAX form will request the following information:

- Number of people traveling.
- Name, age, and passport number of each traveler
- Departure date.

Every tourist departing the state of Quintana Roo must show their proof of payment at the airport prior to boarding.

## 2.2 PACKAGE INCLUSIONS

- \* Accommodations at Hotel
- \* **All-inclusive Meal Plan**

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Land Rates are commissionable at **11%** and such Agency Commission is payable by GOGO 14 days post departure, following our commission release dates.

Transfer Rates are commissionable at **11%** and such Agency Commission is payable by GOGO 14 days post departure, following our commission release dates.

### **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: **\$14,284.00 (Hotel & Transfers).**

***Group total is estimated based on double occupancy. Actual total will be determined once the rooming list is finalized.***

**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 **equal to 1 night** per room: **\$3,571.00** total due by **August 10, 2023.**

***Inventory is not guaranteed until a signed LOA and deposit are received by GOGO, and the group contract is reconfirmed with the supplier.***

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: Tuesday, September 19, 2023.**

Final rooming list (including gender and date of birth) is due: **Tuesday, September 19, 2023.**

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.

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**GOGO does not allow any changes to groups within ten (10) days of departure.**

#### **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 5% 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.

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**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.

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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 10, 2023.**

Flight Centre Travel Group (USA)

Agency Name: Hanatour

Inc dba GOGO Worldwide Vacations

Agent Name: Yoojin Lee

Name: Indi Sinon/Group Sales Consultant

Signature: Indi Sinon  
Indi Sinon (Aug 16, 2023 15:04 EDT)

Signature: Yoojin Lee  
YOOJIN LEE (Aug 16, 2023 14:59 EDT)

Date: 08/16/23

Date: 08/16/23

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Created:	2023-08-16
By:	GOGO Groups (GGgroupcontract@gogowwv.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPLCq3L8JLJmJnyXKyBlrRs7azH1BDgEi

## "Yoojin Group" History

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 Signer hanatour12@hotmail.com entered name at signing as YOOJIN LEE


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 Document e-signed by YOOJIN LEE (hanatour12@hotmail.com)


Signature Date: 2023-08-16 - 6:59:23 PM GMT - Time Source: server- IP address: 108.52.5.186

 Document emailed to sinoni@gogowwv.com for signature


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 Signer sinoni@gogowwv.com entered name at signing as Indi Sinon

2023-08-16 - 7:04:38 PM GMT- IP address: 208.87.236.201

 Document e-signed by Indi Sinon (sinoni@gogowwv.com)

Signature Date: 2023-08-16 - 7:04:40 PM GMT - Time Source: server- IP address: 208.87.236.201

 Agreement completed.

2023-08-16 - 7:04:40 PM GMT