



## Prince Resorts Hawaii

### **2020 PRINCE PREMIER CORPORATE PROGRAM**

#### **Hawaii Life Real Estate Brokers**

This Agreement ("Agreement") made on December 20, 2019 ("Effective Date") is between Hawaii Life Real Estate Brokers as the entity designated as the buyer ("Buyer") and Hawaii Prince Hotel Waikiki LLC dba: Prince Waikiki and the Mauna Kea Resort dba The Westin Hapuna Beach Resort and the Mauna Kea Beach Hotel as the entities designated as the hotel ("Hotel").

#### **TERMS OF AGREEMENT:**

Subject of Agreement: The subject of this Agreement is between the parties defined above concerning the provision of rates at the Hotel for accommodation of guests granted by the Hotel to the Buyer under the terms of this Agreement.

Term: The term of this Agreement will be from January 2, 2020 through December 31, 2020 and subject to termination by either party at any time.

#### **PRINCE WAIKIKI ROOM RATES:**

- The room rates will apply through the term of this Agreement as outlined.
- The rates set forth are in U.S. dollars and based on single or double occupancy.
- Additional 3<sup>rd</sup> or 4<sup>th</sup> person 18 years old and over will assess an additional person's fee.
- Additional third or fourth persons 17 years old and under are complimentary if utilizing existing bedding.
- Maximum of up to three to four persons to a room based on room category at Prince Waikiki.
- Rates do not apply for group bookings defined as ten (10) or more rooms travelling together occupied on the same night(s).
- Rates are subject to prevailing Hawaii General Excise (4.712%) and Transient Accommodations Tax (10.25%) currently at 14.962% (subject to change at any time).
- Should taxes or fees change, Hotel will provide written notice to Buyer and any changes to taxes or fees for all existing and new reservations will be payable to Hotel.

#### **PRINCE WAIKIKI HOTEL FEES:**

- Prince Waikiki: Parking Fees - \$28.00 + tax for self-parking and \$36.00 + tax for valet parking daily (subject to change in 2020)
- Prince Waikiki: Additional 3<sup>rd</sup> or 4<sup>th</sup> charge: \$75.00 + taxes (includes extra bed in applicable categories)
- Porterage: \$10.00 + taxes per person, roundtrip (optional). Porterage fees are subject to both general excise tax and transient accommodations tax.
- Housekeeping Gratuity: \$5.00 per room per day (optional/suggested)
- The above Hotel Fees are subject to change and do not include the prevailing Hawaii State general excise tax currently at 4.712% taxes (subject to change) or transient accommodations tax (10.25%).

#### **PRINCE WAIKIKI MINIMUM ROOM NIGHT REQUIREMENTS:**

A minimum of 300 room nights must be booked through the effective dates of this agreement. In the case the minimum requirement is not met, the corporate program will be subject for review for the following year.

**CORPORATE RATES – PRINCE WAIKIKI:**

| <b>CATEGORIES</b>                | <b>PUBLISHED RATE</b> | <b>SEASON ONE<br/>(1/2/20-6/14/20)</b> | <b>SEASON TWO<br/>(6/15/20-8/14/20)</b> | <b>SEASON THREE<br/>(8/15/20-12/21/20)</b> | <b>SEASON FOUR<br/>(12/22/20-12/31/20)</b> |
|----------------------------------|-----------------------|--|---|--|--|
| Ocean View                       | \$299 - \$450         | \$220                                  | \$240                                   | \$220                                      | BAR  |
| Ocean Front Harbor               | \$309 - \$460         | \$230                                  | \$250                                   | \$230                                      | BAR  |
| Ocean Front                      | \$334 - \$485         | \$245                                  | \$265                                   | \$245                                      | BAR  |
| Ocean Front Premier              | \$369 - \$520         | \$265                                  | \$285                                   | \$265                                      | BAR  |
| Prince Waikiki Club              | \$469 - \$620         | \$352                                  | \$372                                   | \$352                                      | BAR  |
| Ocean View –<br>1 Bedroom Suite  | \$584 - \$735         | \$415                                  | \$435                                   | \$415                                      | BAR  |
| Ocean Front –<br>1 Bedroom Suite | \$799 - \$950         | \$583                                  | \$603                                   | \$583                                      | BAR  |
| Ocean Front -<br>2 Bedroom Suite | \$1,079 - \$1,230     | \$856                                  | \$876                                   | \$856                                      | BAR  |
| Lanai Suite                      | \$1,899 - \$2,050     | \$1,200                                | \$1,300                                 | \$1,200                                    | BAR  |
| Golf Rate, 18 Hotels             | \$175                 | \$92                                   | \$92                                    | \$92                                       | \$92                                       |

**INCLUSIONS:**

- In addition to Hotel amenities/services, Buyer will receive the following corporate inclusions:
  - Prince Express Breakfast for 1 per room per day in 100 Sails Restaurant and Bar. Breakfast in the lounge will include two eggs or omelet with toast and house coffee or tea. Any additional purchases above and beyond this inclusion will be payable to Hotel upon guest departure (not applicable to In Room Dining).
  - Additional breakfasts may be added. Prince Express breakfast, full breakfast buffet, or ala carte menus are available. Breakfast fees and menus subject to change at any time at Hotel's discretion.
  - No resort charge
  - Complimentary high speed Internet access daily
  - 50% off all overnight parking charges
  - Complimentary weekday newspaper
  - Complimentary local, toll-free and access phone calls
  - Complimentary bottled water and coffee replenished daily
  - Bonus airlines miles (1 night stay = 500 miles, 2 or more night stay = 1,000 miles with one of our airline partners – United Airlines, American Airlines or Hawaiian Airlines)

**BOOKING METHOD:**

**Designated Travel Agency:**

- Only authorized agencies listed below will be allowed to book this corporate program on behalf of the company.
- Corporate Rates will be available for designated agencies to book via GDS, Email, website or by Telephone
- Agents must mention their IATA number at time of booking.
- A 10% commission will be extended to all bookings booked through the designated travel agency.

|                                      |                             |
|--------------------------------------|-----------------------------|
| <b>TRAVEL AGENCY NAME:</b>           |                             |
| <b>TRAVEL AGENCY ADDRESS:</b>        |                             |
| <b>IATA:</b>                         | <b>GDS PROVIDER/SYSTEM:</b> |
| <b>GDS ACCESS CODE:</b>              | <b>PSEUDO CITY CODE:</b>    |
| <b>MAIN CONTACT FIRST/LAST NAME:</b> |                             |
| <b>TITLE:</b>                        |                             |
| <b>PHONE:</b>                        | <b>FAX:</b>                 |
| <b>E-MAIL:</b>                       |                             |

**RESERVATIONS:**

Reservations will be accepted on an availability basis and may be booked by the following:

- Telephone: (855) 622-7558 or (808) 944-4422
- E-mail: [reservations@princewaikiki.com](mailto:reservations@princewaikiki.com)
- Website: [www.princewaikiki.com](http://www.princewaikiki.com) using your corporate code which will be provided once a signed agreement has been executed.

**BOOKING INFORMATION:**

Buyer will provide Hotel with the following information when confirming reservations:

- Guest First/Last Name (salutation if available)
- Total Number of Persons (adults and children/infants with ages)
- Dates/Room Category + Bed Type/Rate Requested
- Any Special Titles/Ranking (for VIP bookings if applicable/available)
- Flight Arrival/Departure Information (airline/flight/times)

**GUARANTEE:**

A one-night deposit normally required at the time of booking for Hotel will be waived for corporate bookings. A credit card must be provided as a guarantee at the time of booking.

**CHECK-IN/CHECK OUT TIME:**

Guest Check In time will be 3:00pm and Check Out time 12:00pm (Hawaii Standard Time).

**EARLY CHECK-IN/LATE CHECK OUT:**

Requests for early check-in and late check-out will be based on Hotel's availability at time of arrival/departure.

**CANCELLATION:**

If cancellations are received within 48 hours prior to arrival, a one-night's room and tax charge will be assessed.

**NO-SHOW:**

If a no-show occurs, a one-night's room and tax charge will be assessed.

**SEASON 4 – HOLIDAY POLICY PERIOD:**

- 2020 Holiday Policy Period: The dates of December 22, 2020 – December 31, 2020 (“Year-End Periods”) will be subject to separate cancellation and policies. All other standard Hotel policies as outlined on this agreement will remain the same.
- Rates: Please contact Prince Waikiki Reservations Department for rates over the year-end period. Best Available Rates (BAR) will be available to book based on hotel's availability at time of booking request.
- Minimum Night Stay: A minimum four night stay will be required for any reservations booked within the 2020 Year End Period.
- Deposit: A deposit of four nights room and tax will be due at time of booking.
- Cancellation: Any cancellations for reservations made from time of booking to October 31, 2020 will be eligible for a full refund. Any cancellations from November 1, 2020 will incur a four night room and tax penalty.

**BLACK-OUT DATES:**

The following black-out dates are in effect at Prince Waikiki:

- June 4 – June 10, 2020 (inclusive)
- July 3 – July 5, 2020 (inclusive)
- August 16 – August 20, 2020 (inclusive)

Best Available Rates (BAR) will be offered during these time periods. Corporate amenities and inclusions are not valid over black-out dates or during the holiday policy period.

All corporate rates are based on general availability at the time of booking.

**THE WESTIN HAPUNA BEACH RESORT AND MAUNA KEA BEACH RESORT ROOM RATES:**

- The room rates will apply through the term of this Agreement as outlined.
- The rates set forth are in U.S. dollars and based on single or double occupancy.
- Additional 3<sup>rd</sup> person 18 years old and over will assess an additional person's fee.
- Additional third or fourth persons 17 years old and under are complimentary if utilizing existing bedding.
- Maximum of three adults to a room for The Westin Hapuna Beach Resort and The Mauna Kea Beach Hotel.
- Rates do not apply for group bookings defined as ten (10) or more rooms travelling together occupied on the same night(s).
- Rates are subject to prevailing Hawaii General Excise (4.712%) and Transient Accommodations Tax (10.25%) currently at 14.962% (subject to change at any time).
- Should taxes or fees change, Hotel will provide written notice to Buyer and any changes to taxes or fees for all existing and new reservations will be payable to Hotel.

**THE WESTIN HAPUNA BEACH RESORT AND MAUNA KEA BEACH RESORT FEES:**

- The Mauna Kea Resort: Parking Fees - \$25.00 + tax for self-parking and \$30.00 + tax for valet parking (subject to change in 2020)
- The Westin Hapuna Beach Resort: Additional 3<sup>rd</sup> person charge: \$75.00 + taxes (includes extra bed in applicable categories)
- The Mauna Kea Beach Hotel: Additional 3<sup>rd</sup> person charge: \$95.00 + taxes (includes extra bed in applicable categories)
- Porterage: \$10.00 + taxes per person, roundtrip (optional). Porterage fees are subject to both general excise tax and transient accommodations tax.
- Housekeeping Gratuity: \$5.00 per room per day (optional/suggested)
- The above Hotel Fees are subject to change and do not include the prevailing Hawaii State general excise tax currently at 4.712% taxes (subject to change) or transient accommodations tax (10.25%).

**CORPORATE RATES – THE WESTIN HAPUNA BEACH RESORT:**

| <b>CATEGORIES</b>  | <b>SEASON ONE<br/>(1/2/20-12/18/20)</b> | <b>SEASON TWO<br/>(12/19/20-12/31/20)</b> |
|--------------------|---|---|
| Partial Ocean View | \$262                                   | BAR                                       |
| Ocean View         | \$287                                   | BAR                                       |
| Premier Ocean View | \$307                                   | BAR                                       |

**THE WESTIN HAPUNA BEACH RESORT INCLUSIONS:**

- In addition to Hotel amenities/services, Buyer will receive the following corporate inclusions:
  - No resort charge (Standard charge – \$30.00 + taxes per day, subject to change)
  - Complimentary high speed Internet access daily
  - Complimentary self-parking (Standard charge \$25.00 + tax per day)

**RESERVATIONS:**

Reservations will be accepted on an availability basis. All reservations may be booked by the following

Telephone: Mauna Kea Legacy Reservation Desk: (877) 880-6524

Website: [www.westinhapunabeach.com](http://www.westinhapunabeach.com)

**RATE CODE:** In the online booking engine, please enter the special code under special rates - Corporate/Promo/Set#: **X09**

**CORPORATE RATES – MAUNA KEA BEACH HOTEL:**

| <b>CATEGORIES</b>  | <b>SEASON ONE<br/>(1/2/20-12/14/20)</b> | <b>SEASON TWO<br/>(12/15/20-12/31/20)</b> |
|--------------------|---|---|
| Golf Vista         | \$395                                   | BAR                                       |
| Golf Vista Deluxe  | \$445                                   | BAR                                       |
| Beach Front        | \$495                                   | BAR                                       |
| Ocean View         | \$545                                   | BAR                                       |
| Ocean Front Deluxe | \$645                                   | BAR                                       |
| Golf Vista Suite   | \$670                                   | BAR                                       |

**MAUNA KEA BEACH HOTEL INCLUSIONS:**

- In addition to Hotel amenities/services, Buyer will receive the following corporate inclusions:
  - No resort charge (Standard charge – \$30.00 + taxes per day, subject to change)

**RESERVATIONS:**

Reservations will be accepted on an availability basis. All reservations may be booked by the following

Telephone - Mauna Kea Legacy Reservation Desk: 877-880-6524

Website – [www.maunakeabeachhotel.com](http://www.maunakeabeachhotel.com)

**RATE CODE:** In the online booking engine, please enter the special code under special rates - Corporate/Promo/Set#: **X09**

**BOOKING INFORMATION:**

Buyer will provide Hotel with the following information when confirming reservations:

- Guest First/Last Name (salutation if available)
- Total Number of Persons (adults and children/infants with ages)
- Dates/Room Category + Bed Type/Rate Requested
- Any Special Titles/Ranking (for VIP bookings if applicable/available)
- Flight Arrival/Departure Information (airline/flight/times)

**GUARANTEE:**

A one-night deposit normally required at the time of booking for Hotel will be waived for corporate bookings. A credit card must be provided as a guarantee at the time of booking.

**CHECK-IN/CHECK OUT TIME:**

Guest Check In time will be 4:00pm and Check Out time 12:00pm (Hawaii Standard Time).

**EARLY CHECK-IN/LATE CHECK OUT:**

Requests for early check-in and late check-out will be based on Hotel's availability at time of arrival/departure.

**CANCELLATION:**

If cancellations are received within 48 hours prior to arrival, a one-night's room and tax charge will be assessed.

**NO-SHOW:**

If a no-show occurs, a one-night's room and tax charge will be assessed.

**SEASON 4 – HOLIDAY POLICY PERIOD – THE WESTIN HAPUNA BEACH RESORT:**

- 2020 Holiday Policy Period: The dates of December 19, 2020 – December 31, 2020 (“Year-End Period”) at the Westin Hapuna Beach Resort will be subject to separate cancellation and policies. All other standard Hotel policies as outlined on this agreement will remain the same.
- Rates: Please contact Mauna Kea Resort Reservations Department for rates over the year-end period. Best Available Rates (BAR) will be available to book based on hotel’s availability at time of booking request.
- Deposit: A deposit of two-night room and tax will be due at time of booking.
- Cancellation: Any cancellations for reservations made from time of booking to October 31, 2020 will receive a full deposit refund. Any cancellations from November 1, 2020 will incur a two-night room and tax penalty.

**SEASON 4 – HOLIDAY POLICY PERIOD – THE MAUNA KEA BEACH HOTEL**

- 2020 Holiday Policy Period: The dates of December 15, 2020 – December 31, 2020 (“Year-End Period”) at the Mauna Kea Beach Hotel will be subject to separate cancellation and policies. All other standard Hotel policies as outlined on this agreement will remain the same.
- Rates: Please contact Mauna Kea Resort Reservations Department for rates over the year-end period. Best Available Rates (BAR) will be available to book based on hotel’s availability at time of booking request.
- Deposit: A deposit of two-night room and tax will be due at time of booking. Full prepayment is due by August 1, 2020.
- Minimum Night Stay: A minimum eight-night stay will be required for any reservations booked within the 2020 Year End Period.
- Cancellation: Any cancellations for reservations made from time of booking to July 31, 2020 will receive a full deposit refund. Any cancellations from August 1, 2020 will incur a full stay room and tax penalty.

**MISCELLANEOUS:**

- Confidentiality: Buyer will not disclose Hotel Confidential Information to any third party (except with respect to travel agents providing travel management services to Buyers who have signed agreements requiring them to keep the Hotel Confidential Information confidential and to not use or disclose it to third parties or for their own benefit). Hotel Confidential Information shall include but not be limited to the terms of this Agreement, Hotel’s non-published, prospective and current service offerings and rates.
- Termination: Either entity may terminate this Agreement without cause upon thirty (30) days written notice to the other entity. Any pending balance by the Buyer must be settled within thirty (30) days of contract termination.
- Jurisdiction and Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Hawaii applicable to contracts entered into and wholly to be performed in the State of Hawaii, without any regard to any choice of law principals. The parties submit to the jurisdiction of the courts of the State of Hawaii and the United States District Court of the District of Hawaii
- Compliance with Laws: Buyer 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. Buyer represents, warrants and agrees that they 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.

**MISCELLANEOUS: (continued)**

- **Indemnification:** To the fullest extent permitted by law, Buyer agrees to protect, indemnify, defend and hold harmless the Hotel and the Hotel's Owner and their respective owners, managers, partners subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "Hotel Indemnified Parties") from and against any and all claims, losses or damages to persons or property, governmental charges or fines, penalties and costs (including reasonable attorney's fees)(collectively "Claim(s)"), in any way arising out of or relating to the Agreement, and regardless of negligence, including, but not limited to Claims arising out of the sole negligence, gross negligence or intentional misconduct of the Hotel Indemnified Parties.
- **Attorney's Fees:** If any legal action or any other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees and other costs incurred in the action or proceeding, in addition to any other relief to which it or they may be entitled.
- **Non-Assignment:** Buyer shall not assign, transfer or convey its rights in this Agreement to any third party without the prior written consent of the Hotel, which may be denied in its sole discretion. Any transfer of the ownership of or controlling interest in Buyer or Buyer's business, including any sale of assets, sale of stock, merger or consolidation, shall constitute an assignment.
- **Force Majeure:** If any performance or condition required to be completed by either party under the terms of this Agreement is delayed by war, riots, insurrection, earthquake, fire, flood, hurricane, Acts of God, emergencies, governmental ruling, regulation or law, general transportation, shipping strikes or by other circumstances of a similar nature or disaster beyond the control of the affected entity, the time for the completion of such performance or such condition shall be extended by a time period equal to the duration of such delay.
- **No Third-Party Benefits:** This Agreement is not intended, and shall not be deemed or construed to, confer any rights, power or privileges on any person, firm, partnership, corporation or other entity not a party hereto.
- **Entire Agreement.** This Agreement constitutes the entire agreement of the parties pertaining to the subject matter herein contained and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. This Agreement shall not be amended except by writing executed by the parties.



**AGREED TO BY:**

Hawaii Life Real Estate Brokers  
**Company**

P.O. Box 356  
**Address**

Hanalei, HI 96714  
**City, State, ZIP Code**

**Printed Name/Title**

**Phone** **Fax**

**Email Address**

**Authorized Signature/Date**

**COUNTERSIGNED AND ACCEPTED BY:**

Prince Resorts Hawaii  
**Company**

100 Holomoana Street  
**Address**

Honolulu, HI 96815  
**City, State, Zip Code**

Cora H. Kim/Sales Manager  
**Printed Name/Title**

#808-943-4147 #808-943-4158  
**Phone** **Fax**

c.kim@princehawaii.com  
**Email Address**

**Authorized Signature/Date**