

## **TERMS AND CONDITIONS**

### **GENERAL**

The following term "SUNBOUND", for the purposes of this Contract will apply equally to participating entities including GKI Marketing Group, Inc., a Florida Corporation d/b/a Sunbound, and Global Fulfillment Services, Limited, a Bahamian Corporation t/a Sunbound-Bahamas mutually or severally. This Contract including the services to be performed specified in our Proforma Invoice (hereinafter referred to as Invoice or Proforma Invoice, which includes the initial, or any supplemental Invoice) and the conditions attached, and by reference made a part hereof, constitute our Contract for services. This agreement is made solely on behalf of SUNBOUND. No program may be considered contracted or confirmed unless and until a copy of this Contract is signed and returned to SUNBOUND.

### **CONTRACTING PARTIES**

This Contract is made between SUNBOUND, 2972 NW 60<sup>th</sup> Street, Fort Lauderdale, Florida, 33309 and or its authorized Intermediary pr Intermediaries, (Hereinafter referred to as Client).

One copy of this Contract should be signed and returned with the initial payment specified in the Proforma Invoice. Changes, additions and deletions may be made for which a new or revised Proforma Invoice will be issued.

### **PAYMENTS - GENERAL**

All payments must be received by SUNBOUND, in cleared U.S. funds by the stated due date. All checks must be drawn on United States resident banks or bank offices and in United States funds IN FAVOR OF GKI MARKETING GROUP, INC. Payment, in cleared U.S. funds is required by the stated date of invoice. All prices quoted represent a five (5) percent discount for Cash or Check payments.

### **DEPOSITS AND STEP PAYMENTS**

A deposit equal to twenty percent (20%) of the agreed estimate is due upon receipt of Invoice to confirm the group.

Approximately forty-five (45) days in advance of the program, or other such date as set forth in the initial or any supplemental invoice, an additional payment is to be made, in an amount sufficient to bring the deposit up to ninety (90%) percent of the total Invoice amount.

The competitive travel market of Florida and the Bahamas does not allow for extended billing terms by service suppliers. Final payment equaling one hundred (100%) percent of the estimated remaining balance due as set forth in the Invoice, is required to be paid in cleared U.S. funds no less than ten (10) days prior to program operation.

### **FINAL BILLS**

A final bill will be presented within fourteen (14) working days following the last day of operation. **Unless alternate arrangements have been agreed to, full and final payment is due upon receipt of invoice, in cleared U.S. funds. FINAL BILLS ARE SUBJECT TO AUDIT BY BOTH PARTIES.**

Estimated bank charges for wires and/or clearance will be added to this invoice. Commencing thirty (30) days following the date of the final Invoice, an additional charge for interest in the amount of one and one-half (1½%) percent per month is due on any unpaid balance, and payment must be sent over-night at client's expense.

Other outside goods and services purchased at net cost on site at the Client's specific direction shall be subject to a service fee of twenty (20%) percent.

Client or Intermediary staff meals and beverages purchased at restaurants or venues at the Client's specific direction shall be subject to a flat \$10.00 per person fee. Staff, management and transportation are additional.

## **GENERAL TERMS AND CONDITIONS**

### **THEME PARTIES, DÉCOR, STAGING AND ENTERTAINMENT**

All items are the property of SUNBOUND, and are provided on a rental basis only. Any missing or damaged items will be billed at the cost of that item. Charges for set-up and teardown will be at predetermined rates. SUNBOUND will be ready to provide all contract items at the agreed-upon start time, and be prepared to remove items at the agreed-upon time of event completion. In the event of overtime resulting from Client's authorized changes, there may be additional charges for labor and trucking that will be charged to the client.

Any Client-directed change of location at the hotel or venue within twenty-four (24) hours of the event or a change due to weather made within nine (9) hours of the event may result in an additional Client charges for labor and costs attendant to the re-location. Once proposed, all decor and linen items are removed from salable inventory in the Client's favor. Substantial changes in or cancellation of the event may result in cancellation charges.

SUNBOUND reserves the right to change décor elements in keeping with the integrity of the theme, and should SUNBOUND replace any items, it will be of equal or greater value than the original element replaced.

SUNBOUND requires a signed Contract and payment of its Initial Invoice at least thirty (30) days prior to the first event. If written confirmation is within thirty (30) days of the first event, there will be an additional ten (10%) percent service charge added to the total Invoice, excluding island-based entertainment. Additional items added to a confirmed event after this time will be at quoted rates, plus service fee, and will be included in a supplemental Invoice or in an on-site Supplemental Charges Authorization signed by the Client or Client's authorized Intermediary.

In all cases involving theme parties or special events held within hotels or on hotel grounds, SUNBOUND will to the best of its ability advise the Client in advance but does not include, and is not responsible for hotel-based charges including, but not limited to; the use of loading and unloading facilities, hallways and corridors, elevators (lifts), equipment, any and all electrical charges, electrical accessories, electricians, access and line charges, and all other charges imposed by the hotel facility which are the responsibility of the Client. Further, hotel-imposed charges for staff and/or security not requested, specified, budgeted or invoiced by SUNBOUND are not included in SUNBOUND's charges and are the responsibilities of the Client.

Additional charges for movement of a theme party or special event indoors, due to inclement weather, construction or other obstruction are the responsibility of the Client. All efforts will be made to accommodate changes in venue, but it is agreed that a minimum of six (6) hours following the decision is required to re-position décor and materials. Outdoor theme parties are designed for outdoor installation and the final result of installation indoors may vary substantially from the original design and concept. There is no credit or reduction for unused décor or entertainment in that eventuality.

In the event that the hotel/resort or any other venue or location selected by the Client, requires special insurance or bonding arrangements, this shall be at the Client's responsibility and cost, and SUNBOUND shall be named as additional insured on any policy provided to the hotel or venue.

SUNBOUND requires security on all areas when a SUNBOUND staff member is not on site or the venue/location is not locked and secured.

Some items specially requested by the Client, or items including but not limited to decor and linens require by decisions made by the Client within thirty (30) days of the event may need to be shipped from Florida, and freight and Bahamian customs duty paid. Under those circumstances, the Client is responsible for such charges even though initial Invoice prices do not include shipping costs (either sea or air) to the island, customs/brokerage fees, duty, insurance for equipment or other taxes, which may be applicable. Some items may need to be shipped by air and some can be shipped by sea. Once Client's selected items are clarified; SUNBOUND will provide the Client with a shipping estimate.

Fixed or "lot cost" items are quoted as such, and are not effected by reductions of numbers unless adjustments can be made with SUNBOUND' suppliers. Increases in numbers required by the Client may require increased services or facilities (i.e. tents, venue rental, etc.) and result in increased lot costs.

## **SPECIFIC TO THE BAHAMAS**

Unless otherwise specified, all décor items are tax and duty paid. Specific Client liability exists for the importation of other goods by the Client or at the Client's specific request into the Bahamas. These will be stipulated.

Musicians, technicians, producers and others who are not citizens of the Bahamas may require work permits issued by the Bahamas Department of Immigration. Such permits and permissions are at the sole responsibility of the Client, unless specifically included by SUNBOUND.

## **REDUCTIONS, ATTRITION AND CANCELLATIONS**

### **TRANSPORTATION**

All quotations for transfers will be based upon the number of persons estimated to be transported on the days of main group arrival and departure. Variations in these numbers may affect the price. Charges will be based upon Client's guarantee of persons attending or actual usage, whichever is greater. All per person prices are based on a ten (10) hour window on the day of main group arrival or departure. Unless otherwise specified a minimum of six (6) persons per vehicle is required.

All per person pricing is each direction, and may be used round trip, or in conjunction with lot cost pricing. Cancellations of transportation will be accepted with no penalty up to fourteen (14) days prior to operation. Reductions of no more than twenty (20%) percent in the numbers of transfers will be accepted with no penalty up to forty-eight (48) hours prior to operation. At forty-eight (48) hours, the last number of passengers provided to SUNBOUND will be considered final for preparations, booking of equipment, and staffing, unless a greater number of persons is accepted by SUNBOUND.

### **FUNCTIONS NOT IN HOTEL**

Firm and final numbers for food functions for venues booked through SUNBOUND must be guaranteed at least ninety-six (96) hours prior to the function. Cancellations of restaurants, venues, charters, and rentals are subject to supplier's contracts, terms, and conditions of which the Client will be notified in advance. Subsequent to ninety-six (96) hours prior to the function, there will be no adjustments for cancellations. IN THE EVENT SUPPLIERS IMPOSE MORE STRINGENT CONDITIONS, SUCH SUPPLIER-IMPOSED CONDITIONS WILL TAKE PRECEDENCE AND CLIENT WILL BE PROMPTLY NOTIFIED BY SUNBOUND.

### **ACTIVITIES**

**The current cancellation provisions (subject to change without notice by the supplier) for major activities after which no refund or reduction will be provided are as follows:**

The Dolphin Encounter:	60-days prior to event date	100%
Fishing Boats:	14-days prior to event date	100%
Sailing Catamarans:	30-days prior to event date	100%
	45-days prior to event date	50%
Artists and Artisans Tour:	96-hours prior to event date	100%
Historic City Tour:	96-hours prior to event date	100%
Golf:	45-days prior to event date	100%
Shopping:	72-hours prior to event date	100%
Private Island Rental:	30-days prior to event date	100%
America's Cup Challenge:	30-days prior to event date	100%
SUB Bahamas:	30-days prior to event date	100%
Scuba Diving:	30-days prior to event date	100%
Restaurants:	30-days prior to event date	100%

## **SPECIAL EVENTS**

Because the exact damages to SUNBOUND are not readily determinable, the following are the liquidated damages for other cancellations.

Cancellations of special events and other programs will be accepted up to sixty (60) days prior to the date of commencement of services with no penalty except for monies unrecoverable from suppliers and sub-contractors.

Cancellations of special events, and other programs (NOT to include theme décor) will be accepted from sixty (60) to thirty (30) days prior to the date of commencement of services with no penalty, except for monies unrecoverable from suppliers and sub-contractors, and our out-of-pocket expenses, plus a service fee of twenty (20%) percent of the canceled services.

Cancellations of special events, and other programs (not to include theme décor) within thirty (30) days, and up to ninety-six (96) hours will be subject to the same reduction for unrecoverable, and out-of-pocket monies, plus a service fee of twenty-five (25%) percent of the quoted cost of the event(s) canceled.

Cancellations of special events and other programs within ninety-six (96) hours are subject to one hundred (100%) percent cancellation fee unless otherwise negotiated with suppliers and sub-contractors. IN ALL CASES, SUPPLIER-IMPOSED CONDITIONS WILL TAKE PRECEDENCE.

## **THEME PARTIES, DÉCOR, STAGING AND ENTERTAINMENT**

As theme décor must be either removed from salable inventory or often constructed to Client's specifications, the cancellation of theme décor is at full penalty from the day of contracting. Certain changes and amendments as negotiated may be made.

Décor may require construction and/or shipping well in advance of an event. Once committed to a specific theme party or special event, and contracted or by mutual agreement confirmed, full penalty of one hundred (100%) percent will be in effect in the event of cancellation. Amendments in numbers and inclusions (i.e. rental items, linens, etc.) may not be reduced from the amount noted in the contract less than thirty (30) days prior to the event, and may not exceed more than ten (10%) percent of the originally guaranteed numbers.

Notwithstanding the foregoing, SUNBOUND shall use best efforts to sell the theme décor inventory to a third party in the event that Client has no use for the theme décor. The proceeds from any such sale shall be used to offset any penalty charged to Client.

## **FIREWORKS AND PYROTECHNICS**

In the event of the cancellation of contracted fireworks or outside pyrotechnic displays less than thirty (30) days prior to the event, full penalty of one hundred (100%) percent will be assessed. In the case in inclement weather and supplier is unable to perform the fireworks display eighty (80%) credit will be given to the client. Supplier's requirements are that a twenty (20%) percent penalty will still apply.

## **FORCE MAJEUR**

SUNBOUND shall not be held accountable for conditions caused by wars, insurrections, civil disobedience, lawlessness, strikes, civil or commercial unrest, storms, weather, or acts of God or any conditions that would make travel to or in the destination unsafe or unwise.

### Additional Conditions of Force Majeure with specific regard to Hurricanes and declared Tropical Storm Warnings

In the event that a Tropical Storm Warning as defined by the U.S. National Hurricane Center of the National Oceanic and Atmospheric Administration (NOAA) to be a warning that sustained winds within the range of 39 to 73 mph or 63 to 118 km/hr associated with a tropical cyclone are expected in a specified coastal area (Florida and/or The Bahamas) within 24 hours or less, the Client may cancel a scheduled program and all monies paid in toward that program will be credited to a similar program to take place within eighteen (18) months of the cancelled program dates.

In the event of a Hurricane Warning as defined by the U.S. National Hurricane Center of the National Oceanic and

Atmospheric Administration (NOAA) to be an announcement for specific coastal areas that hurricane conditions are possible within 36 hours, the Client may cancel a program and recover all payments made except for monies unrecoverable from outside suppliers of goods and services.

In the event of a Hurricane Watch as defined by the U.S. National Hurricane Center of the National Oceanic and Atmospheric Administration (NOAA) to be a warning that sustained winds 74 mph or 119 km/hr or higher associated with a hurricane are expected in the specified coastal area of the client's program in 24 hours or less, the client is entitled to a full refund of all payments made. A hurricane Warning can remain in effect when dangerously high water or a combination of dangerously high water and exceptionally high waves continue, even though winds may be less than hurricane force.

All above references to declarations of Tropical Storms and Hurricane Watches and Warnings shall be deemed to be official if issued by the United States Weather Service, the U.S. National Hurricane Center or the U.S. National Oceanic and Atmospheric Administration (NOAA).

## **MISCELLANEOUS PROVISIONS**

### **ENTIRE CONTRACT**

This Contract sets forth the entire agreement and understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes any and all prior agreements and understandings relating to the subject matter hereof. No representation, promise or statement of intention has been made by any party hereto which is not embodied in this Agreement or the written statements, certificates, exhibits or other documents delivered and neither party shall be bound by or liable for any alleged representation, promise or statement of intention not set forth herein or therein.

### **AMENDMENT WAIVER**

Except as otherwise expressly provided herein, this Contract may be amended, modified, superseded or cancelled, and any of the terms, representations, warranties, covenants or conditions hereto may be waived, only by written instrument executed by the parties hereto with the same formality as this Contract or, in the case of a waiver, by the party waiving compliance.

### **PARTIES IN INTEREST**

All of the terms, representations, warranties, covenants and conditions contained in this Contract shall be binding upon and shall be for the benefit of and be enforceable by the parties hereto and their respective successors, assigns and affiliates. This Contract is not assignable by Client.

Unilateral alterations of these Terms and Conditions are not acceptable, and mutually agreed changes must be initialed and acknowledged by an authorized representative of each party.

### **COMPLIANCE WITH LAWS**

SUNBOUND agrees that it is SUNBOUND's sole responsibility to comply with all of the then current federal, state or local laws, ordinances, regulations, rules, decisions, orders or requirements of any relevant jurisdiction adopted from time to time applicable to the services to be provided by SUNBOUND to Client.

### **GENERAL INDEMNITIES**

SUNBOUND shall indemnify, defend and hold Client, its officers, directors, employees, agents, attorneys, affiliates and subsidiaries and their successors and assigns harmless from any loss, claim, damage, cost or expense, including but not limited to reasonable attorney's fees and costs, that arise out of or result from: (a) SUNBOUND's breach or default of any provision of this Contract; or (b) SUNBOUND's or its officers, directors, employees, agents, attorneys, affiliates and subsidiaries or successors and assigns negligent or intentional acts or omissions.

Client shall indemnify, defend and hold SUNBOUND, its officers, directors, employees, agents, attorneys, affiliates and subsidiaries and their successors and assigns harmless from any loss, claim, damage, cost or expense, including but not limited to reasonable attorney's fees and costs, that arise out of or result from: (a) Client's breach or default of any provision of this Contract; or (b) Client's or its officers, directors, employees, agents, attorneys, affiliates and subsidiaries or successors and assigns negligent or intentional acts or omissions.

## **TERMINATION AND NOTICE OF DEFAULT**

Either party may terminate this Contract in the event of a material default by the other. The non-performance of any obligation hereunder shall not be deemed a default unless the same shall not have been cured within thirty (30) days after the non-performing party has received written notice of such non-performance.

## **INSURANCE**

SUNBOUND agrees to acquire and maintain General Liability coverage in the amount of \$1,000,000. Evidence of such coverage shall be provided to Client upon request. Upon the Client's request, SUNBOUND will provide Client with such reasonable proof of insurance in The Bahamas of its suppliers and/or sub-contractors, as is available and permitted under the laws of The Commonwealth of The Bahamas.

## **GOVERNING LAW**

This Contract shall be governed by and construed and enforced in accordance with the Laws of the State of Florida, and venue for any litigation shall be in Broward County, Florida.

## **COUNTERPARTS**

This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original instrument and all of which together shall be construed as a single Agreement. This Contract was negotiated by the parties, and is not to be construed more strongly against any party by reason of having prepared the actual agreement.

## **SEVERABILITY**

In the event any provision of this Contract is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other provision hereof.

## **NO WAIVER**

The failure of either party to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements of this Contract shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition, provision or Contract.

## **NOTIFICATION**

All cancellations and/or reductions made by the Client or its Authorized Intermediary or by SUNBOUND must be received by registered or certified mail, courier, or facsimile at the addresses indicated below. To insure evidence of cancellation, the Parties should retain post office return receipts for notices of cancellation or any notices required under this Contract.