

AGREEMENT

THIS AGREEMENT (this “Agreement”) is made and entered into as of the ____ day of _____, 20__ by and between **ISLAND TIME WATERSPORTS (CARIBBEAN) LLC**, a Delaware limited liability company with a mailing address of Post Office Box 252, St. John, U.S. Virgin Islands 00831 (“Concessionaire”) and _____, A(_____**LLC, _____ SCORP, ETC**_____) (collectively “Contractor”) with a mailing address of (insert address)

RECITALS:

WHEREAS, Concessionaire is the exclusive on-property tour desk and concierge service provider for the sale of tours, activities, and associated services to the guests and patrons of The Ritz-Carlton Resort(s), St. Thomas located at 6910 Great Bay, St. Thomas, U.S. Virgin Islands 00802; The Westin Resort and Villas St. John, located at 300 Chocolate Hole, St. John U.S Virgin Islands, The Ritz-Carlton Hotel, St. Thomas located at 6900 Great Bay, St. Thomas U.S Virgin Islands, The Westin Frenchmans Reef located at 5 Estate Bakkeroe, St. Thomas U.S. Virgin Islands, and The Buoy Haus Beach Resort located at 2 Estate Bakkeroe, St. Thomas U.S. Virgin Islands, hereto referred to as (“Resort(s)”).

WHEREAS, Concessionaire and Contractor desire for Concessionaire to market and sell certain tours, activities, and services of Contractor; and

WHEREAS, Concessionaire may only market and sell tours, activities, and services that (i) have been approved by the Resort(s) and (ii) are provided by providers that have been approved by the Resort(s); and

WHEREAS, subject to the Resort(s)’s approval, Concessionaire grants Contractor the non-exclusive license to provide certain approved “Activities”, more fully set forth in Exhibit “A” attached hereto for the guests and patrons of the (at it sole cost and expense;

NOW THEREFORE, in consideration of the mutual covenants provided herein, the parties hereto, intending to be legally bound hereby, represent and agree as follows:

1. Scope of Services.
 - a. To the extent it is lawful, and to the extent Concessionaire has the right under applicable law to do so, Concessionaire grants to Contractor a non-exclusive, contractor license to provide the Activities, including all equipment, personnel, and management necessary to do so to Guests and Patrons of the Resort(s). The term “Guests” shall mean those persons who are registered as guests of the Resort(s) at the time the persons participate in the Activity. The term “Patrons” shall mean (a) those persons who contract for or book Activities at

Concessionaire's tour desk at the Resort(s) whether in person or by any other method, including, but not limited to, by agent, telephone, electronic mail, internet, and facsimile, and (b) those persons who depart from the Resort(s) for the Activities. Should a Guest or Patron prefer a different provider, or should Contractor be unavailable to provide the Activities, Concessionaire, at its sole discretion, may book or make available the same or related Activity from an alternative service provider for the Guest or Patron.

- b. Contractor shall (i) provide and maintain, at its own cost and expense, adequate equipment to permit timely completion of all of the Activities, (ii) use equipment and materials which are in conformance with all existing federal and territorial laws and regulations, and (iii) as applicable, follow equipment manufacturers' suggested maintenance and safety recommendations. In addition, if any governmental licenses or permits are required for the proper and lawful conduct of the Activities or any other business Contractor conducts or if the failure to procure any such license or permit might or would in any way affect Concessionaire or the operations of Concessionaire, then Contractor shall procure and maintain all such licenses and permits and submit the same to Concessionaire for inspection.
- c. Concessionaire shall endeavor to encourage Guests and Patrons of the Resort(s) to contract for and use the Activities. Contractor agrees to provide marketing materials and training at the request of Concessionaire and is encouraged to regularly improve, replace, renew or update such material and training such that Concessionaire and its employees are adequately resourced regarding the scope and availability of the Activities so that Concessionaire can promote the same. Concessionaire agrees to disseminate to the Guests and Patrons of the Resort(s) brochures and other materials supplied by Contractor and approved by Concessionaire with respect to the Activities. At its sole discretion, Concessionaire may include references to Contractor and the Activities in the Concessionaire's directory, website or other advertisements and marketing tools. Specific placement, location or inclusion of any and all material provided by Contractor shall be at the sole discretion and control of Concessionaire.
- d. Contractor shall obtain Concessionaire's written approval before making any changes to the scope of Activities being provided pursuant to this Agreement.
- e. Contractor shall provide a comprehensive list of all Activities and the associated cost, including all fees, to be billed to Guests and Patrons of the Resort(s). These costs are further defined in Exhibit "B" attached hereto.
- f. Contractor shall require every Guest or Patron participating in its Activities to execute a Liability Waiver, substantially in the form attached hereto as Exhibit "D". Contractor shall maintain these liability waivers for a term of six (6) years.

- g. Contractor acknowledges, understands and agrees that the Resort(s) is a luxury resort catering to the finest clientele and therefore, Contractor agrees to at all times conduct its operation, including all Activities, in a manner conforming with the image and quality of service and professional standards of Concessionaire and the Resort(s).
- h. Contractor shall immediately report to Concessionaire any injury or accidents to persons or property, complaints, or disputes that may arise due to a Guest's or Patron's use or participate in the Activities. Contractor shall cooperate with Concessionaire and/or the Resort(s) to quickly and thoroughly investigate any complaints it receives about Contractor or the Activities.

2. Term.

Unless sooner terminated by law or as herein provided, the term of this Agreement shall begin on [REDACTED], 20__ (the "Commencement Date") and shall terminate one (1) years from the Commencement Date (the "Termination Date"). Unless otherwise renewed or terminated, this Agreement shall continue on a month-to-month basis upon the Termination Date. Thereafter the term may be renewed by mutual agreement of the parties.

This Agreement will become effective only when the written consent or approval of the Resort(s) has been given. Contractor further understands that the Resort(s) has the right to rescind the approval of Contractor to provide the Activities to the Resort(s)'s Guests and Patrons upon forty-five (45)-days' notice to Concessionaire. Should Concessionaire receive such a notice, Concessionaire shall forthwith forward same to Contractor.

Upon execution of this Agreement, Contractor shall provide Concessionaire with one or more brochures describing the Activities for submission to the Resort(s). Contractor agrees to cooperate with Concessionaire and/or Resort(s) in regard to due diligence, vetting, or background checks of Contractor.

3. Concession Fee.

Contractor shall pay to Concessionaire [REDACTED] (the "Percentage Fee") of all payments collected for Activities, based on the descriptions and costs and fees contained in Exhibit "B" from Resort(s) Guests and Patrons (the "Gross Sales"). The term "Gross Sales" shall not include payments from Hotel Guests and Patrons to Contractor for incidental fees and services, limited to fair-market fuel costs, fishing gear, customs fees, immigration fees, and gratuities. Notwithstanding the foregoing sentence, under no circumstance should the Gross Sales for any

Activity be less than the applicable amount set forth in Exhibit "B". Gross Sales for the booking or sale of any Activity will be collected by Concessionaire on the Guest or Patron's Resort(s) room charge account. Concessionaire will automatically deduct the Percentage Fee from the applicable payment that Concessionaire makes to the Contractor. Such payment Concessionaire to Contractor shall be on a twice-monthly basis paid within seven (7) business days of (i) the last-day of each month and (ii) the fifteenth (15th) day of each month and shall include the Percentage Fees for the Gross Sales of the previous half-month period. Notwithstanding the foregoing, both parties agree that Concessionaire is not obligated to make any payments to Contractor, nor shall it have any right to deduct its Percentage Fee, until the Resort(s) shall have paid Concessionaire the Gross Sales for the booking and sale of any particular Activity. Furthermore, Contractor shall submit a full report to Concessionaire within three (3) business days of each billing cycle detailing all activities delivered by Contractor to Guests.

In addition to the "Percentage Fee", contractor shall pay THREE AND ONE-HALF PERCENT (3.5%) to Contractor for processing fees related to the processing and collection of payments from Guest or Patron's credit cards.

Contractor agrees that should it cancel a pre-booked Activity due to factors other than mechanical issues, weather-related events, Acts-of-God Concessionaire shall be entitled to payment equal to the Guest or Patron's cost and payment for the cancelled Activity plus five percent (5.00%).

4. Accounting and Payment of Rentals.

- a. Contractor agrees to keep accurate records showing daily Gross Sales and business transacted with Resort(s) Guests and Patrons. Contractor agrees to submit to Concessionaire monthly statements setting forth such gross sales and business transacted and to make such records available for examination by Contractor or the Resort(s) upon ten (10)-day advance written notice. Contractor shall keep such records at least three (3) years after the termination of this Agreement.
- b. Contractor shall submit these records to Concessionaire monthly, no later than ten (10) business days from the last day of each month.
- c. Contractor is expressly required to account for all payments received from Guests or Patrons of the Resort(s), excluding gratuities. Cash and credit card transactions are discouraged. Room charge is the preferred billing method. Should Contractor accept cash or process a credit card directly, such payments must be reported and remitted to Concessionaire in accordance with section 3 of this agreement.

d. All Activities or other services Contractor renders to Guests or Patrons of the Resort(s) or any Activities booked at the Resort(s), or originating from the Resort(s), whether in person or by any other method, including, but not limited to, telephone, electronic mail, internet, or facsimile, are subject to the Percentage Fee.

5. Employees of Contractor.

a. Contractor will: (i) maintain all necessary personnel and payroll records for its employees and contractors, (ii) withhold from its employees' compensation any taxes, charges or other payroll deductions required by law; (iii) remit such taxes and charges to the appropriate government entity; (iv) pay net wages and fringe benefits, if any, directly to employees; (v) provide for liability insurance as specified herein; and (vi) provide workers' compensation insurance coverage in amounts as required by law.

b. Contractor will remove any employee or person assigned by Contractor from the Resort(s) upon request of Concessionaire or the Resort(s) if he or she is deemed to be disruptive to the operations of the Concessionaire or Resort(s).

c. At the request of Concessionaire, Contractor shall make its employees available for screening and vetting by Contractor or The Resort(s) which may include, but is not limited to, background, pre-employment drug screening, and reference checks, or shall provide evidence suitable to Concessionaire or Resort(s) that Contractor has undertaken such measures to assure the employees of the contractor are thoroughly vetted prior to servicing Guests or Patrons of the Resort(s) or Concessionaire.

d. Contractor shall require that their employees and agents, are neat, clean and courteous and at all times conduct their operation in a manner conforming with the image and quality of the service, cleanliness and professionalism standards of the Resort(s). Contractor agrees to abide by the Resort(s)'s Rules and Regulations (which may be revised periodically), attached here to as Exhibit "C".

e. Contractor shall cause each of its employees assigned to the Premises to sign the Employee Acknowledgment in substantially the form set forth in Exhibit "E".

f. Contractor agrees it will comply with all applicable federal, state and local laws governing employment including, but not limited to, the Fair Labor Standards Act, the Immigration Reform and Control Act of 1986, and the Immigration Control Act of 1990. Contractor agrees to sign and be bound by Exhibit "H", the Certification of IRCA Compliance, appended hereto and incorporated

herein. Contractor agrees that it will, in response to a request from Concessionaire or the Resort(s), provide assurances that Contractor is complying with federal and territorial employment laws.

6. Covenants Not to Compete or to Solicit Customers, Clients or Employees.
 - a. Contractor covenants and agrees that so long as Contractor is performing the Activities or any other business or services for Guests or Patrons of the Resort(s) in connection with Concessionaire's tour desk at the Resort(s) and for a period of twenty-four (24) months after the cessation of this Agreement, Contractor shall not (i) accept engagement in the same or similar capacity as Concessionaire with respect to the Resort(s), any affiliates thereof, or (ii) act as a consultant, contractor, or advisor to any organization or individual which is in competition with or is under contract with Concessionaire as a customer or client (including the Resort(s) and any affiliates thereof) during any time of this Agreement.
 - b. Contractor covenants and agrees that so long as Contractor is performing the Activities or any other business or services for Guests or Patrons of the Resort(s) in connection with Concessionaire's tour desk at the Resort(s) and for a period of twenty-four (24) months after the cessation of this Agreement, Contractor shall not on its own behalf or behalf of any person, firm, partnership, association, corporation, or business organization, entity or enterprise, service, solicit or attempt to solicit or take away from Concessionaire, or on any of its affiliates, (including by divulging any of Concessionaire's confidential and proprietary information to any competitor or potential competitor of Concessionaire) any of Concessionaire's customers or clients if the service or solicitation is for the purposes of providing products, advice or services that are competitive with those provided by Concessionaire at the Resort(s).
 - c. Contractor covenants and agrees that so long as Contractor is performing the Activities or any other business or services for Guests or Patrons of the Resort(s) in connection with Concessionaire's tour desk at the Resort(s) and for a period of twenty-four (24) months after the cessation of this Agreement, Contractor shall not on its own behalf or behalf of any person, firm, partnership, association, corporation, or business organization, entity or enterprise, service, solicit or attempt to solicit or take away from Concessionaire, or on any of its affiliates, any of Concessionaire's employees.
 - d. The terms "customer or client" as used in this Section 6, mean any organization, firm, corporation or entity (i) that is under contract with Concessionaire at the time of Contractor's cessation of providing the Activities or other business or services for the Guests or Patrons of the Resort(s) or (ii) to whom Concessionaire provides services to during any time of this Agreement.

Contractor acknowledges and agrees that this covenant is intended to protect the investment Concessionaire has made in its business and will make in continuing to consider Contractor for performance of the Activities, and is necessary for the protection of Concessionaire's customer and client goodwill and that the restrictions contained herein are reasonable in duration and scope of activities.

7. Termination With or Without Cause.

a. Without Cause:

Notwithstanding Section 2 herein, Contractor or Concessionaire may terminate this Agreement at any time upon ninety (90) days' prior written notice to the other party, with or without cause, and without any termination fee or any other cost or expense of any kind or nature.

b. With Cause:

- (i) If Contractor or Concessionaire continues in any default of any covenant or provision under this Agreement for sixty (60) days after receiving notice thereof from the other party, that party may immediately terminate this Agreement.
- (ii) Notwithstanding the Section 7(b)(i), if Contractor shall be in default under Section 6, Section 8, or Section 9 of this Agreement, Concessionaire may immediately terminate Agreement.

8. Insurance. Contractor will provide and maintain, at its own expense:

a. Workers' compensation insurance in statutory limits which complies with the applicable workers' compensation laws of the United States Virgin Islands.

Comprehensive general liability insurance for bodily injury and property damage, including personal injury and advertising injury liability with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence. Such insurance shall name Concessionaire, Ritz-Carlton (Virgin Islands), Inc., RED Hospitality & Leisure LLC, Ashford, Inc., Marriott Vacations Worldwide Corp, Great Bay Condominium Owners Association, Inc., Ritz-Carlton Hotel Company, LLC, RC St. Thomas, LLC, and Marriott International, Inc. ILG, Inc., Marriott Resorts Hospitality Corporation, each of the Associations, Marriott Vacations Worldwide Corporation ("MVWC"), MVW US Holdings, Inc. ("MVWUS") and Marriott Ownership Resorts, Inc, Marriott Switzerland Licensing Company S.À. R.L., CREF3 USVI Holdings, LLC, CREF3 USVI Hotel Investor Limited, CREF3 USVI Hotel Holdings Limited, CREF3 USVI Hotel Member Limited, CREF3 USVI Hotel Owner, Inc., Fortress Investment Group, LLC, Operator,

a. Franchisor and all of their respective affiliates as additional insured

Unless approved in writing by Concessionaire, Protection and Indemnity (P&I) coverage providing third-party marine liability coverage in an amount not less than Ten Million Dollars (\$10,000,000.00) with respect to any claim arising out of the operation of marine vessels used in connection with the Activities. Such insurance shall name Concessionaire, Ritz-Carlton (Virgin Islands), Inc., RC Hotels (Virgin Islands), Inc., RED Hospitality & Leisure, LLC., Ashford, Inc., Marriott Vacations Worldwide Corp, Great Bay Condominium Owners Association, Inc., Ritz-Carlton Hotel Company, LLC. and Marriott International, Inc., ILG, Inc., Marriott Resorts Hospitality Corporation, each of the Associations, Marriott Vacations Worldwide Corporation (“MVWC”), MVW US Holdings, Inc. (“MVWUS”) and Marriott Ownership Resorts, Inc, Marriott Switzerland Licensing Company S.À. R.L., CREF3 USVI Holdings, LLC, CREF3 USVI Hotel Investor Limited, CREF3 USVI Hotel Holdings Limited, CREF3 USVI Hotel Member Limited, CREF3 USVI Hotel Owner, Inc., Fortress Investment Group, LLC, Operator,

- a. Franchisor and all of their respective affiliates as additional insureds.

Automobile liability (if providing land based transportation) insurance including worldwide defense and indemnity, all owned, non-owned, and hired vehicles used in conjunction with the Activities provided by Contractor hereunder for bodily injury or property damage with combined single limit of not less than Five Million Dollars (\$5,000,000), each occurrence. Such insurance shall name Concessionaire, Ritz-Carlton (Virgin Islands), Inc., RC Hotels (Virgin Islands), Inc., RED Hospitality & Leisure, LLC, Ashford, Inc., Marriott Vacations Worldwide Corp, Great Bay Condominium Owners Association, Inc., Ritz-Carlton Hotel Company, LLC, RC St. Thomas, LLC, and Marriott International, Inc., ILG, Inc., Marriott Resorts Hospitality Corporation, each of the Associations, Marriott Vacations Worldwide Corporation (“MVWC”), MVW US Holdings, Inc. (“MVWUS”) and Marriott Ownership Resorts, Inc, Marriott Switzerland Licensing Company S.À. R.L., CREF3 USVI Holdings, LLC, CREF3 USVI Hotel Investor Limited, CREF3 USVI Hotel Holdings Limited, CREF3 USVI Hotel Member Limited, CREF3 USVI Hotel Owner, Inc., Fortress Investment Group, LLC, Operator,

- a. Franchisor and all of their respective affiliates as additional insureds.

- b. Such other insurance coverage that Concessionaire or the Resort(s) may reasonably require.

Evidence of each insurance shall be provided to Contractor prior to commencement of this agreement. Contractor may at is discretion ask for ongoing evidence of continuing insurance at is sole discretion.

A current copy of all policies and certificates of insurance shall be maintained by Concessionaire on hotel premises for the term of this agreement. No modifications to any such policies shall be made without 30 (Thirty) days prior notice to Contractor. Any such modifications must be approved in writing by Contractor in advance.

9. Compliance with Laws.

Contractor and Concessionaire shall comply with all laws and ordinances and all rules, orders, and regulations of all governmental authorities and of all insurance bodies applicable to the Activities or to the parties' compliance with this Agreement. In addition, Contractor shall comply with Resort(s) guidelines.

Upon demand by Concessionaire, Contractor shall provide to Concessionaire copies of all United States Coast Guard documentation, including but not limited to the following: certificates of inspection, logs, drug and alcohol compliance records, safety and security plans, captain and crew credentials or any other documentation associated with any vessel, captain or crew member associated with the Activities or operations of the Contractor.

10. Remedies for Breach.

Contractor acknowledges and agrees that Concessionaire has expended and will continue to expend substantial time, money, effort, and other resources to develop its good will, customer base, referral sources, and business relationships, including that at the Hotel, and that Concessionaire has a legitimate business interest in protecting such matters. Contractor further acknowledges and agrees that, by virtue of the duties and responsibilities attendant to Contractor's engagement with Concessionaire, Contractor will be in a position of substantial responsibility and authority and will have special knowledge of Concessionaire's affairs, business, customers, operations, and personnel. Contractor acknowledges that any breach or violation of the covenants contained in this Agreement will cause substantial and irreparable loss or damages to Concessionaire. Contractor agrees that Concessionaire shall be entitled, in addition to any other remedies and damages available, to an immediate injunction restraining violations or threatened violations of this Agreement, as well as an award of any attorneys' fees which Concessionaire may incur in enforcing, to any extent, the provisions of this Agreement, whether or not litigation has actually commenced and including any appeal. In the event of any violation of this Agreement, Concessionaire shall also have the right to forfeit all current benefits or potential benefits under this Agreement, and may bring a lawsuit to recover any amount previously paid under this Agreement. For enforcement purposes, the restrictive covenants contained in this Agreement shall remain in effect and independent of any other obligations between the parties. The existence of any claim or cause of action against Concessionaire shall not constitute a defense to enforcement of said covenants by injunction.

11. No Partnership.

Nothing in this Agreement shall be construed as creating a partnership or joint venture of any kind between the parties or as constituting either party as an agent

of the other party. Neither party has the authority or power to bind the other party or to contract in the name of or create a liability against the other party in any way or for any purpose.

12. Notices.

All communications required under this Agreement shall be deemed to be properly served if sent by hand-delivery or by registered or certified mail:

To Concessionaire: Island Time Watersports, Inc.
Post Office Box 252
St. John, U.S. Virgin Islands 00831
Attn: Chris Batchelor

To Contractor:

or to such other address as each may give to the other by written notice. Except as otherwise provided in this Agreement, the date of service of such notices shall be the date such notices are hand delivered or deposited in a United States general or branch post office.

13. Entire Agreement.

This Agreement contains the entire agreement between the parties hereto and shall not be modified in any manner except by an instrument in writing executed by the parties.

14. Indemnification.

Contractor shall defend, indemnify and hold harmless Concessionaire, the Resort(s), Ritz-Carlton (Virgin Islands), Inc., RED Hospitality & Leisure LLC, Ashford, Inc., Marriott Vacations Worldwide Corp, Great Bay Condominium Owners Association, Inc., Ritz-Carlton Hotel Company, LLC, RC St. Thomas, LLC, and Marriott International, Inc., ILG, Inc., Marriott Resorts Hospitality Corporation, each of the Associations, Marriott Vacations Worldwide Corporation (“MVWC”), MVW US Holdings, Inc. (“MVWUS”) and Marriott Ownership Resorts, Inc, Marriott Switzerland Licensing Company S.À. R.L., CREF3 USVI Holdings, LLC, CREF3 USVI Hotel Investor Limited, CREF3 USVI Hotel Holdings Limited, CREF3 USVI Hotel Member Limited, CREF3 USVI Hotel Owner, Inc., Fortress Investment Group, LLC, Operator, Franchisor and all of their respective affiliates and each of their respective subsidiaries, affiliates, officers, directors, agents, employees, representatives, successors and assigns (collectively, the “Indemnified Parties”) from and against

any and all actions, claims, suits, demands, judgments, losses, costs, expenses and/or damages, including attorneys' fees, arising out of or resulting from the performance of the Activities including, but not limited to, any damage or loss. Contractor shall further defend, indemnify, and hold harmless the Indemnified Parties from and against any and all actions, claims, suits, demands, judgments, losses, costs, expenses, and/or damages, including attorney's fees, (i) for or arising out of any personal injuries to, or the death of, any of Contractor's employees or agents who provide the Activities; (ii) for or arising out of any personal injuries to, or the death of, any other person arising out of the Activities, or the presence of Contractor's employees, agents, invitees, customers, or guests at the Resort(s); (iii) resulting from any act, error, omission or failure of Contractor, Contractor's agents or employees to perform their obligations set forth in the Agreement. The foregoing indemnification obligations shall not apply to the extent of an Indemnified Party's sole negligence or willful misconduct. The provisions contained in this paragraph shall survive the termination of this Agreement.

In connection with this Agreement, Contractor shall execute the Approved Providers' Release and Indemnification Agreement, attached here to as Exhibit "P".

15. Governing Law.

This Agreement and each provision hereof shall be construed under and governed by the laws of the United States Virgin Islands. The parties agree that the only proper venue for relating to this Agreement shall be St. Thomas, USVI, and each party waives any right or defense relating to such venue.

16. Joint and Several Liability.

If Contractor consists of more than one person or entity, the obligations and liabilities of each such person hereunder are joint and several.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Concessionaire and Contractor have duly executed this Agreement the day and year first hereinabove written.

WITNESSES TO ALL:

CONCESSIONAIRE:

**ISLAND TIME WATERSPORTS
(CARIBBEAN) LLC**
By: Chris Batchelor
Title: President

CONTRACTOR:

By:
Title:

EXHIBIT "A"

ACTIVITIES

LIST ALL ACTIVITES
TYPES OF BOATS
ETC

EXHIBIT "B"

COSTS AND FEES

LIST ALL RATES

EXHIBIT “C”

RESORT(S) RULES AND REGULATIONS

1. The rights of Contractor in the sidewalks, entrances, corridors, elevators, and escalators of the Property are limited to entrance to and exit from the Premises for Contractor and its employees, licensees, and invitees.
2. Resort(s) may without liability to Contractor refuse admission to the Property or buildings to any person not properly identified or whose presence shall in the judgment of Ritz-Carlton be prejudicial to the interests of the Property or its guests, tenants or invitees.
3. Contractor shall not use on the Premises food, beverage, linen, or similar services from any party not authorized by Resort(s) in writing to furnish such services.
4. Contractor shall pay for repair of any damage caused by Contractor or its employees, licensees, guests or invitees to the Premises, the public portions of the Property, or to any portions used in common with other guests, tenants or invitees.
5. Resort(s) shall have the right to prescribe the weight and position of safes and other objects of excessive weight. No electrical or electronic equipment or appliances of any kind may be installed or operated in the Premises without Ritz-Carlton's prior written consent.
6. No disturbing noise, animals, or inflammable or otherwise dangerous objects or materials shall be brought into or kept in the Premises.
7. No locks or bolts of any kind shall be changed or added to any of the doors or windows in the Premises without express permission
8. Contractor shall not install any signs (luminous or otherwise) or displays or otherwise advertise at the Premises or nearby it without the prior written approval
9. Resort(s) reserves the right to rescind, alter, or waive any rule or regulation prescribed when deemed desirable or the Property's best interest or safety.

EXHIBIT “D”

ACTIVITY PARTICIPANT FORM OF RELEASE AND INDEMNITY

In consideration of value received and the right to provide **[Insert Name of Activity]**, I, **[Insert Name of Individual]** for my and my heirs, successors, and assigns, do hereby release and forever discharge Island Time Watersports (Caribbean) LLC., The Ritz-Carlton Resort(s), St. Thomas, Ritz-Carlton (Virgin Islands), Inc., Marriott International, Inc., Ritz-Carlton Hotel Company, LLC, RC St. Thomas, LLC, Marriott Vacation Worldwide Corp., and Great Bay Condominium Owners Association, Inc., ILG, Inc., Marriott Resorts Hospitality Corporation, each of the Associations, Marriott Vacations Worldwide Corporation (“**MVWC**”), MVW US Holdings, Inc. (“**MVWUS**”) and Marriott Ownership Resorts, Inc each of their respective parent companies, subsidiaries and affiliates, and each of their respective officers, directors, shareholders, agents, employees, contract workers, successors and assigns (the “Released Parties”) from all manners of action, causes of action, suits, debts, damages, or claims and demands of any type or kind whatsoever, including attorney’s fees, that may arise on account of, any reason or cause, injury or death, whatsoever, occurring from, connected with, or originating from the **[Insert Name of Activity]** provided by **[Insert Name of Approved Provider of Activity]**.

I understand that the activity is being conducted by an independent supplier and that the Released Parties have no specialized expertise in the particular activity in which I have elected to participate. I acknowledge that my participation is entirely optional and voluntary and that I have elected to participate notwithstanding the potential risks involved, known and unknown.

I also understand and agree that I am solely responsible for evaluating the operations of the independent supplier, the risks involved in the activity and my fitness to participate. I acknowledge that the degree of risk can be affected by circumstances foreseen and unforeseen, such as weather conditions, which may be changing over the course of the activity, as well as the condition of equipment, and my own physical condition and capabilities, and that participation in this activity can, even if operated and maintained in a professional manner, result in serious injury or death. I agree to assume all risks associated with the activity and any and all damages or expenses arising out of or relating to any injury I may sustain in connection with my participation in the activity.

I understand that the Released Parties have not undertaken to protect me, or any other persons, from any physical harm that may result from my participation in the activity, or the participation of any of my relatives, companions, friends, or other third parties in the activity, and I expressly agree and affirm that I have not relied directly or indirectly upon the Released Parties in determining whether to participate in the activity.

Furthermore, I, **[Insert Name of Individual]** agree to indemnify, defend, waive all rights, and hold harmless and blameless the Released Parties from and against all liability, claims, suits, demands, damages, judgments, costs and expenses (including attorney’s fees) to which any of the Released Parties may be subject by reason of any claim for, any injury to, or death of any person or persons or for damage to property or otherwise arising from or in connection with the activity described above.

Dated this ___ day of _____, 20__.

Printed Name: _____ **Signature:**

EXHIBIT "F"
Certificates of Insurance

EXHIBIT “H”

Certification of IRCA Compliance

[Name of President of Contractor] hereby certifies on behalf of _____ (“Contractor”):

1. That it has verified and will continue to verify the employment eligibility of each and every worker it has assigned and will assign to work at The Ritz-Carlton Resort(s), St. Thomas (the “Resort(s)”) or in connection with offsite activities in which the Resort(s)’s guests or patrons will participate;
2. That proper and complete I-9 documentation has been and will be completed for each and every worker assigned to work at the Resort(s) or in connection with offsite activities in which the Resort(s)’s guests or patrons will participate;
3. That all the workers assigned by the Contractor to work at the Resort(s) or in connection with offsite activities in which the Resort(s)’s guests or patrons will participate have presented documentation which establishes that they are legally authorized to work in the United States; and
4. That in the event it becomes known to the Contractor that a worker assigned to work at the Resort(s) or in connection with offsite activities in which the Resort(s)’s guests or patrons will participate is no longer authorized to work in the United States, the Contractor will immediately remove that worker from the assignment.

Signature

Date

EXHIBIT "I"

Approved Providers' Release and Indemnification Agreement

RELEASE AND INDEMNIFICATION

The Ritz-Carlton, Hotel St Thomas, The Westin Resort and Villas, St. John and The Ritz-Carlton Destination Club, St. Thomas ("Resorts") and Island Time (Caribbean) LLC ("Contractor") are parties to certain Agreements related to Recreational Activities, Watersports, Concession Tour Desk services. Contractor has contracted with _____ the "Approved Provider") to provide _____ services for guest and patrons of (the "Resort(s)").

In consideration of the value received and the right to provide the Services to the Hotel's guests and patrons, Approved Provider, for itself, its successors and assigns, does hereby release and forever discharge Ritz-Carlton (Virgin Islands), Inc., Marriott International, Inc., Ritz-Carlton Hotel Company, LLC, RC St. Thomas, LLC, Marriott Vacation Worldwide Corp., Great Bay Condominium Owners Association, Inc., Island Time Watersports (Caribbean) LLC, ILG, Inc., Marriott Resorts Hospitality Corporation, each of the Associations, Marriott Vacations Worldwide Corporation ("MVWC"), MVW US Holdings, Inc. ("MVWUS") and Marriott Ownership Resorts, Inc and each of their respective parent companies, subsidiaries and affiliates, and each of their respective officers, directors, shareholders, agents, employees, successors and assigns from all manners of action, causes of action, suits, debts, damages, claims and demands of any type or kind whatsoever arising from or in connection with the above-described activity.

Approved Provider represents and warrants that it carries commercial general liability insurance including contractual liability for bodily injury or property damage with a combined single limit of no less than One Million Dollars (\$1,000,000.00) covering itself, its agents, subcontractors, and invitees and their activities, and workers' compensation coverage on all of the Approved Provider's employees and volunteers in statutory amounts. The general liability insurance shall name Ritz-Carlton (Virgin Islands), Inc., Marriott International, Inc., and RC Hotels (Virgin Islands), Inc. ILG, Inc., Marriott Resorts Hospitality Corporation, each of the Associations, Marriott Vacations Worldwide Corporation ("MVWC"), MVW US Holdings, Inc. ("MVWUS") and Marriott Ownership Resorts, Inc as additional insureds. If a vehicle is driven to the Resort(s) premises, Vendor represents and warrants that it carries automobile insurance for such vehicles for bodily injury or property damage with a combined single limit of not less than Five Million dollars (\$5,000,000) each occurrence. Such insurance shall name Ritz-Carlton (Virgin Islands), Inc., Marriott International, Inc., Ritz-Carlton Hotel Company, LLC, RC St. Thomas, LLC, Marriott Vacation Worldwide Corp., Great Bay Condominium Owners Association, Inc., Island Time Watersports (Caribbean) LLC. Ritz-Carlton (Virgin Islands), Inc., Marriott International, Inc., Ritz-Carlton Hotel Company, LLC, RC St. Thomas, LLC, Marriott Vacation Worldwide Corp., Great Bay Condominium Owners Association, Inc. ILG, Inc., Marriott Resorts Hospitality Corporation, each of the Associations, Marriott Vacations Worldwide Corporation ("MVWC"), MVW US Holdings, Inc. ("MVWUS") and Marriott Ownership Resorts, Inc may carry, shall contain a waiver of subrogation in favor of said entities, and proof of such insurance shall be provided to the Resort(s) and is attached hereto as **Attachment A**.

Approved Provider expressly understands, agrees, and affirms that Ritz-Carlton (Virgin Islands), Inc., Marriott International, Inc., Ritz-Carlton Hotel Company, LLC, RC St. Thomas, LLC, Marriott Vacation Worldwide Corp., Great Bay Condominium Owners Association, Inc., Island Time Watersports (Caribbean) LLC, ILG, Inc., Marriott Resorts Hospitality Corporation, each of the Associations, Marriott Vacations Worldwide Corporation (“MVWC”), MVW US Holdings, Inc. (“MVWUS”) and Marriott Ownership Resorts, Inc or any entity related to the foregoing, have not undertaken to perform any of the duties owed by Approved Provider to any patrons or guests of the (Resort(s)), or to any other users of the services of Approved Provider. Approved Provider expressly agrees and affirms that it has not relied, and will not at any time during the term of this Agreement rely, upon the Resort(s), or any other entity related to the foregoing, to perform any duty owed by Approved Providers to any patrons or guests of the Resort(s), or to any other users of the services of Approved Provider. Approved Provider expressly agrees and affirms that it will not make any representations or engage in any actions or omissions that might be construed by any patrons or guests of the Resort(s), or any users of the services of Approved Provider, to suggest that the Resort(s), or any entity related to the foregoing, has undertaken any duty to such persons related to any of the activities that may be furnished by the Approved Provider. Approved Provider expressly understands, agrees and affirms that it is responsible for exercising independent business judgment in order to ensure that Approved Provider discharge any duties that may be owed to users of the services of Approved Provider, and that nothing in this Agreement or elsewhere shall be construed or interpreted to prevent or discourage Approved Provider from setting more stringent or additional requirements with respect to the procurement and maintenance of insurance, or any other aspect of the operations of Approved Provider, in order to fulfill any duties owned by Approved Provider pursuant to any statutory or common law.

Approved Provider agrees to indemnify, defend and hold harmless and blameless Ritz-Carlton (Virgin Islands), Inc., Marriott International, Inc., Ritz-Carlton Hotel Company, LLC, RC St. Thomas, LLC, Marriott Vacation Worldwide Corp., Great Bay Condominium Owners Association, Inc., Island Time Watersports (Caribbean) LLC, Ritz-Carlton (Virgin Islands), Inc., Marriott International, Inc., Ritz-Carlton Hotel Company, LLC, RC St. Thomas, LLC, Marriott Vacation Worldwide Corp., Great Bay Condominium Owners Association, Inc., ILG, Inc., Marriott Resorts Hospitality Corporation, each of the Associations, Marriott Vacations Worldwide Corporation (“MVWC”), MVW US Holdings, Inc. (“MVWUS”) and Marriott Ownership Resorts, Inc and each of their respective parent companies, subsidiaries and affiliates, and all of their respective officers, directors, shareholders, agents, employees, successors and assigns from and against all liability, claims, suits, demands, judgments, costs and expenses (including attorneys’ fees) to which any of the above-named parties may be subject by reason of any claim for, any injury to or death of any person or persons, or for damage to property or otherwise arising from or in connection with the above-described activity.

Dated the ____ day of _____, 20__.

CONTRACTOR:

By:
Title:

Attachment A

Approved Provider's Certificate of Insurance