

## **Sales Terms & Conditions**

### **1. Scope**

These terms and conditions are between you and B&B HOTELS FLORIDA and apply to all bookings of hotel rooms and meeting rooms in any B&B HOTELS FLORIDA hotel, to the exclusion of all other general terms and conditions.

You agree that you will make reservations in good faith for legitimate use by you and your invited guests only and not for any other purpose, including but not limited to reselling, impermissibly assigning or posting on third party websites, or making speculative, false or fraudulent reservations or any reservation in anticipation of demand.

### **2. Rates**

#### Room rates

The room rate charges agreed when you made your reservation will apply to your booking. Meals, mini bar, drinks and other extras are not included in room rate charges, unless otherwise agreed. Room rate charges must be paid on check-in (save in the event of cancellation); all other charges must be paid on check-out.

#### Meeting room rates

The meeting room rate charges agreed when you made your reservation will apply to your booking. Meals and drinks (other than coffee, tea and water) are not included in the meeting room rate charges, unless otherwise agreed. We cannot guarantee the availability of food & beverages if requested less than two days before your booking.

#### State and local taxes

Depending on the hotel you booked, state and local taxes may apply. All charges are exclusive of any applicable state and local taxes. State and local taxes may change between the time of booking and the time of your stay in our hotel and you will be obligated to pay all applicable taxes at the time of your stay.

#### Invoice

An invoice will be sent to the email address provided at the time of booking or at the time of check-in.

#### Payment

Room rate charges, meeting room rate charges, day passes, purchases of food & beverage and any other goods will be charged to your credit card provided at booking unless an alternative form of payment is provided at the time of check-in.

### **3. Cancellations, modifications and no-show**

#### Rooms

You may cancel or modify your booking depending on the rules relating to your reservation. B&B HOTELS FLORIDA will give a full refund if you cancel (within the cancellation time of your chosen rate, please see the respective rules relating to the

rate applicable to your reservation. Prepay rates – if you cancel your booking within 24 hours of making it, no cancellation costs will be charged and B&B HOTELS FLORIDA will refund any charges made.

**No refunds will be issued after the 24-hour period passes.** After the 24-hour period following the date you make your reservation, you may not cancel your reservation less than thirty (30) days prior to the date of your stay. If cancellation is not permitted by these terms and conditions or the rules of your reservation, or you do not show up for your reservation, depending on the rules relating to your reservation, an amount up to the amount of the first night of your stay including applicable state and local taxes will be charged to your credit card on file. For more information see the respective rules relating to the reservation you booked.

If you have booked a room through the use of a travel agency or an online travel agency (such as Booking.com, Expedia and Hotels.com), you must cancel or modify your booking through and only through the agency that you used to make the booking.

#### Meeting rooms

There is no charge for cancellation or changes made to a meeting room booking up to **five (5) days** before the day for which the meeting room is reserved. In the event of a cancellation or no-show within five (5) days of your booking of a meeting room, the full value of the booking including applicable state and local taxes will be due and charged to your credit card on file.

Food and beverage may be added, modified, or cancelled without charge up to two (2) days before the day for which the meeting room is reserved. In the case of a cancellation or no-show within two days of the booking, the full order value including applicable state and local taxes will be due and charged to your credit card on file.

#### Refunds

Refunds are generally processed within five business days after your request to cancel or modify your booking.

#### **4. Check-in (rooms)**

You may check in to the hotel on the start date of your guest room reservation on or after 2 pm local time. If the hotel determines that a room is available for early check-in, you may be able to check-in earlier that same day at the discretion of the hotel. Depending on the hotel, an early check-in fee may apply payable at the time of an early check-in.

#### **5. Check-out (rooms)**

You must check out of your guest room no later than 11.00 AM on the last day of your guest room reservation. If you have not checked-out by 11.00 AM, a late check-out fee may be charged to your credit card on file. If you have not checked-out by 4.00 PM B&B HOTELS FLORIDA may charge an extra night. Open balances will be charged to your credit card on file. Please note that B&B HOTELS FLORIDA can

store your luggage on the day of your check-out subject to applicable rules established by the hotel.

### **6. Shortening your stay**

Rooms: If you need to shorten your stay and you booked a prepay rate, the full value of your booking including applicable state and local taxes will be charged to your credit card on file. If you need to shorten your stay, and your reservation rules permit a shortening your stay, please inform B&B HOTELS FLORIDA staff asap but at least before 11.00 AM on the day of your early check-out. In such a case, if you inform us later than 11.00 AM, a late check-out fee, or the next night's stay, will be charged (depending on the time of notification and the hotel you stay in) to your credit card on file. For more information see the rules relating to your reservation.

### **7. Room occupancy, children and extra beds**

Baby cots and extra beds are not available. Maximum capacity of total guests in a room is 2; provided that one child 10 years or younger may also be a guest in a room.

### **8. Age**

At least one guest for each guest room must be at least 21 years or older and no guest under the age of 21 may spend the night in a guest room without also being with a guest 21 years old or older.

### **9. Pets**

B&B HOTELS FLORIDA hotels are pet-friendly with regard to your dog or cat (no other types of pets are permitted). You must indicate that you will be traveling with a pet at the time of booking and pay the additional fees related to your pet. No more than one pet may occupy a guest room and its must weigh less than 15 pounds. A pet must be kept on a leash at all times (except inside the guest's room). Due to state and city health codes, Pets are not allowed in our restaurants or inside the fitness center. You are not allowed to leave your Pet unattended in your room. You are responsible for cleaning up after your Pet on hotel property and in the neighbourhood around the hotel. Any disturbance such as barking or any aggressive behavior must be curtailed immediately or we may require that the Pet be removed from the hotel.

### **10. No smoking and vaping**

Smoking and vaping are not permitted inside B&B HOTELS FLORIDA. hotels. If smoking or vaping is detected a fee will be charged to your credit card on file, which will include a cleaning fee of up to \$250 per guest room.

### **11. No Discrimination**

B&B HOTELS FLORIDA does not discriminate on the basis of race, color, national origin, citizenship status, religious beliefs, sex, age, veteran status, disability,

pregnancy, sexual orientation, gender identity or any other class protected by federal, state or local law.

## **12. Right to refuse service**

### Refusal of service

B&B HOTELS FLORIDA reserves the right to refuse service or evict you, without refund, if you (i) are under the influence of alcohol, drugs, or any other intoxicating substance and act in a disorderly fashion, (ii) disturb the peace of other guests, (iii) seek to use B&B HOTELS FLORIDA hotel for an unlawful purpose, (iv) destroy, damage, deface, or threaten harm to hotel property or guests or (v) cause or permit persons to exceed the maximum allowable room occupancy.

### Firearms and weapons

You are not permitted to carry, store or possess firearms, ammunition, knives or weapons of any kind within or on the premises of any B&B HOTELS FLORIDA hotel. B&B HOTELS FLORIDA reserves the right to refuse service and ask that you leave B&B HOTELS FLORIDA hotel in the event you fail to abide by this policy. This policy does not apply to law enforcement officers as required by applicable law.

### Alcohol

B&B HOTELS FLORIDA reserves the right not to serve alcohol as permitted by applicable law.

## **13. Damage to hotel**

Any damage to rooms, meeting rooms, or the hotel premises caused by you or your guests before, during or after your stay and the cost of any hotel items missing upon your departure will be charged to your credit card on file.

## **14. Lost and found**

Subject to applicable law, you acknowledge and agree that B&B HOTELS FLORIDA cannot be held liable for lost, damaged or stolen items. A safe will be available in your room for your valuables. If you leave an item behind, it is your own responsibility to retrieve such item.

## **15. Wi-Fi**

B&B HOTELS FLORIDA wireless network is provided "as is" without warranties of any kind, whether express, or implied or statutory. The guest WiFi Terms and Conditions is here.

## **16. Trademarks are the property of B&B HOTELS FLORIDA. or its Affiliates.**

The B&B trademark, B&B logo and all other trademarks, logos and other intellectual property used in connection with the branding, marketing and operation of the hotel (unless specifically designated otherwise) are the sole and exclusive property of B&B HOTELS Group and we do not grant anyone any right to use such intellectual

property without our express prior written approval, which may be granted or denied in our sole and absolute discretion.

### **17. Recording and photography**

Any photo, video or other recording, reproduction or representation of images relating to B&B HOTELS FLORIDA's intellectual property, the premises or buildings other than for strictly private use (not to include any use on a website or on social media) is subject to B&B HOTELS FLORIDA prior written approval, which may be granted or denied in our sole and absolute discretion. Permission can be obtained by contacting us at [press-usa@hotelbb.com](mailto:press-usa@hotelbb.com).

### **18. Liability of B&B HOTELS FLORIDA Inc.**

This clause 18 and clause 19 below set out B&B HOTELS FLORIDA 's entire liability in respect of any breach of these terms and conditions and any representation, statement or tortious act or omission including negligence arising under or in connection with these terms and conditions. B&B HOTELS FLORIDA liability to you for any loss or damage in contract or tort, including negligence, will not exceed the amount of the charges paid by you to us. B&B HOTELS FLORIDA will also not be liable to you for any special, indirect or consequential loss or damage, however arising (including negligence).

### **19. Privacy**

During the reservation process and your stay B&B HOTELS FLORIDA collects your personal data. The data collected is processed in accordance with B&B HOTELS FLORIDA [Privacy Statement](#) and also according to applicable laws and regulations.

### **20. Force majeure**

B&B HOTELS FLORIDA. does not accept liability or pay any compensation for any breach of these terms and conditions or delay or failure to provide services contracted due to circumstances beyond B&B HOTELS FLORIDA's control, such as acts of God, (natural) disaster, fire, (acts of) war and terrorism, strikes, riots, civil disorder, governmental regulations, industrial disputes, adverse weather conditions or any other exceptional and catastrophic event, circumstance or emergency, delays in transportation, failure of services or inability to obtain any necessary information or consent from any authority.

### **21. Governing law and jurisdiction**

These terms and conditions and any bookings made under them will be governed by and construed in accordance with the laws of the State of Florida without giving effect to the conflict of law's provisions thereof to the extent such provisions would result in the application of the laws of any jurisdiction other than those of the State of Florida.

### **22. Arbitration**

Except with respect to any claim or dispute involving the ownership, validity or use of any B&B HOTELS FLORIDA trademarks or service marks, any dispute arising out of or related to these Sales Terms and Conditions will be submitted for and resolved by binding arbitration before the American Arbitration Association (AAA). B&B HOTELS FLORIDA shall have the right in a proper case to obtain temporary restraining orders, temporary or preliminary injunctive relief and/or declaratory relief (other than declarations with respect to the amount of money damages) from a court of competent jurisdiction.

The arbitration proceedings shall be heard by one independent arbitrator who shall be an attorney or retired judge. The arbitration shall be held in Miami, Florida and in accordance with the then-existing Commercial Arbitration Rules of the AAA. All matters within the scope of the Federal Arbitration Act (9 U.S.C. 1, et seq.) will be governed by it and not by any state arbitration law. You and B&B HOTELS FLORIDA waive any rights to maintain other available resolution processes for such disputes, such as a court action or administrative proceeding. You and B&B HOTELS FLORIDA waive any right to a jury trial for such disputes. The rules in arbitration are different from the rules that apply in court. There is no judge or jury, and review is limited, but an arbitrator can award the same damages and relief, and must honour the same limitations stated in these Sales Terms and Conditions, as a court would.

In reaching his or her decision, the arbitrator shall follow these Sales Terms and Conditions, shall be bound to apply the applicable law, and shall not rule inconsistently with the applicable law. The arbitration shall be conducted on an individual basis, and not as a consolidated, common, representative, group or class. The arbitrator shall include in his or her award any relief he or she deems proper in terms of money damages (with interest on unpaid amounts from the date due at the maximum rate allowed by law), and attorneys' fees and costs. The award of the arbitrator shall be conclusive and binding upon all parties hereto and judgment upon the award may be entered in any court of competent jurisdiction.

Other than as may be required by law, the entire arbitration proceedings (including, but not limited to, any rulings, decisions or orders of the arbitrator), shall remain confidential and not be disclosed to anyone other than the parties to this Agreement. Any and all claims and actions arising out of or relating to these Sales Terms and Conditions, our website, or your stay must be commenced within two (2) years of your booking or the last day of your stay, or such claim or action shall be barred.

You agree that you will not file a class action against B&B HOTELS FLORIDA or participate in a class action against B&B HOTELS FLORIDA. You agree that you will not file or seek a class arbitration, or participate in a class arbitration, against B&B HOTELS FLORIDA.

### **23. General**

These terms and conditions constitute the entire understanding and agreement between you and B&B HOTELS FLORIDA relating to the subject matter herein subject to any other terms and conditions relating to your specific reservation. In the event of differing terms between these terms and conditions and the rules relating to your reservation, these terms and conditions shall control. If any provision of these

terms and conditions, or portion thereof, is found to be invalid or unenforceable by a court of competent jurisdiction, such determination will not affect the validity of any other provision of these terms and conditions, or portion thereof. No waiver of any provision of these terms and conditions, or portion thereof, whether by conduct or otherwise, will be deemed to be, or will constitute, a continued waiver or a waiver of any other provision of these terms and conditions, or portion thereof. B&B HOTELS FLORIDA may amend, modify or supplement these terms and conditions at any time, for any reason and without notice, and continued use of B&B HOTELS FLORIDA's services will constitute your acceptance of any such amendment, modification, or supplementation.