

WHOLESALE SERVICES SALES AGREEMENT

THIS AGREEMENT made on Dec 6, 2023.

BETWEEN: **Resorts of the Canadian Rockies ("RCR")**
1505 17th Ave SW
Calgary, AB T2T 0E2
(to be hereinafter referred to as "**RCR**")

Contact Information: Paul Whitham
Director of Sales
Resorts of the Canadian Rockies
Phone: 403-209-3312 Fax: 403-228-1544
Email: pwhitham@skircr.com

AND **Company Name** BCgolfguide.com Inc.
Address 304 - 1967 Underhill Street Kelowna V1X8C9
(hereinafter referred to as the "**Owner**")

Contact Information: **Company Contact** Ross Marrington
Phone # 250-7640-0700
Email ross@bcgolfguide.com

WHEREAS the Owner wishes to sell certain Services of RCR (the "**Resorts**") to third parties on the terms and conditions set out herein;

AND WHEREAS RCR wishes to provide wholesaler status entitling the Owner to commissionable rates for the sale of said Services;

NOW THEREFORE this Agreement witnesses that in consideration of the mutual covenants and agreements set out herein, the receipt and sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

PART I – DEFINITIONS

"Agreement": This document, including Appendices, constitutes the entirety of the Agreement between the Parties and sets forth the understanding of the Parties with respect to the subject matter hereof; it supersedes all prior agreements and understandings among the Parties with respect to the matters herein and there are no oral or written agreements, promises, warranties, terms, conditions, representations or collateral agreements whatsoever, express or implied, other than those contained in this Agreement. The Agreement may not be changed or modified except by an instrument in writing, duly executed by the Parties hereto.

"Parties": The Parties to this Agreement are RCR and the Owner. The customers of the Owner are not the customers of RCR and are not parties to this Agreement.

"Resorts": The Resorts owned by RCR which are subject to this Agreement are the following resorts:

- Trickle Creek Golf Resort (hereinafter referred to as "TCGR")


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“Services”: The Services subject to this Agreement are for the above listed Resorts, as follows:

- a) Green Fees
 - Pricing, Booking Procedures, Cancellation Policies, Payment Procedures
 - Green Fees include use of power cart, range balls, practice facility and first tee amenities.

PART II – GENERAL

1. **Term:** The Term of this Agreement begins on the day it is executed by both Parties and carries on indefinitely, subject to the termination provisions contained herein; the Appendices will expire on the 1st day of November of each year and are subject to change at the sole discretion of RCR on that date, such amendments to be in writing and acknowledged by an authorized signatory of the Owner signing the amended Appendices.
2. **Sales of Services by Owner:** The Owner will book services with RCR at Net Rates as noted in appendix 1.
3. **Payment for Services:** Upon a customer of the Owner checking in at TCGR, TCGR will invoice the Owner at the rates set out in the applicable Appendices to this Agreement and for all applicable taxes. The invoicing procedures is set out in the Appendices.
4. **Conditions:** The following terms and conditions apply to the sale of all Services:
 - a. Net Rates set in Appendix 1.
 - b. TCGR rates will fluctuate based on market conditions.
 - c. RCR reserves the right to amend BAR based on inventory and demand.
 - d. These appendices will expire on October 31 of each year and be amended for the following year at the sole discretion of RCR.
 - e. All Net Rates must be packaged and cannot be publicised or sold as individual products.
5. **Credits:** It is at the sole discretion of RCR to issue a credit where a credit may be requested by the Owner or the Owner’s customer. RCR will assess requests for a credit on a case-by-case scenario. If a credit is to be given, it will be by RCR to the Owner, and not to the Owner’s customer. Should the Owner’s customer seek a credit, it will be done through the Owner.
6. **Taxes:** All Services in this Agreement are subject to the sales taxes applicable in the relevant jurisdiction, as the case may be: Canadian (CDN) Federal Government and the British Columbia (BC) Provincial Government or Alberta (AB) Provincial Government.
7. **Scope of Sale of Services:** The Owner shall not, in connection with its sale of any of the Services under this Agreement, represent itself in any manner as the owner or representative of RCR, as the Resorts’ “central reservations” service or as the owner or representative of a specific property in the Resorts for any purpose, including for the purpose of obtaining business from a potential customer. Notwithstanding anything to the contrary in this Agreement, any representation of such by the Owner, as determined by the sole discretion of RCR, will allow RCR to immediately terminate this Agreement without notice to the Owner.
8. **Images and Logos:** To access images relating to the Resorts (the “Images”), please contact a RCR Sales Representative for logos and file standards or for other photo requests. The Owner

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acknowledges and agrees that any logos relating to RCR will only be used in good taste and in connection with the purposes under this Agreement.

9. **Approval of Brochure and Website Content:** The Owner must submit to RCR, for its approval, proofs of any and all printed or online descriptive materials it wishes to use in connection with the promotion or advertisement of the Resorts and Services for review no later than 30 days prior to printing or posting online such materials. RCR will have the right in its sole discretion to accept or reject such proofs or to require the Owner to alter such proofs.
10. **Privacy Policy:** The Owner agrees to safeguard any personal information provided to it by RCR in accordance with the privacy laws of British Columbia. The collection, use and disclosure of any personal information supplied to the Owner by RCR is hereby prohibited except with the prior written consent of RCR. RCR reserves the right to audit the privacy practices of the Owner.
11. **Covenants of Owner:** The Owner hereby agrees that it shall not make any public statements or otherwise take any actions which reflect unfavourably upon the reputation of RCR or its affiliates.
12. **Assignment:** The Owner may not assign its interest in this Agreement to any other person, corporation or other entity without the prior written approval of RCR. Unless otherwise specifically consented to in writing by RCR, no assignment by the Owner shall have the effect of releasing the Owner from any of its obligations hereunder. RCR may assign its interest in this Agreement upon written notice to the Owner, with such assignment conditional upon the assignee of RCR assuming its obligations hereunder. Upon such assumption, RCR shall be released from its obligations hereunder.
13. **Confidentiality:** The Owner and RCR hereby agree that any information relating to this Agreement or actions taken in respect of this Agreement are strictly confidential (unless otherwise in the public domain through no breach of this Agreement or any other agreement) except that such information may be disclosed by either Party to (i) its directors, officers and employees, (ii) its legal counsel or professional advisors, (iii) comply with public disclosure requirements that apply to RCR or its affiliates; or (iv) such other persons as the Parties jointly approve in writing.
14. **No Agency, Partnership or Joint Ventures:** Nothing contained in this Agreement shall be construed to create or imply a joint venture, partnership, principal-agent, or employment relationship between the Parties.
15. **Termination:** Either Party may terminate this Agreement at any time upon mutual agreement. Additionally, RCR may, by written notice to the Owner, terminate this Agreement if:
 - a. the Owner is in default of making any payment when due to RCR under the terms of this Agreement, and such default has not been remedied within 30 days after RCR has given written notice of such default to the Owner;
 - b. the Owner is in breach of any other term of this Agreement, and such breach is not remedied within 10 days (or such shorter period as may be specified by RCR) after RCR has given written notice thereof to the Owner;
 - c. the Owner becomes insolvent or bankrupt, or a receiver is appointed for the Owner;
 - d. a labour dispute arises in the operations of the Owner which, in RCR's opinion, interferes or is likely to interfere with RCR's operations;
 - e. RCR determines that the Owner's operation is resulting in adverse publicity to the Resort or results in an increase in the Resort's insurance costs; or
 - f. RCR's right to use and occupy the Resort or the surrounding area are terminated including, without limitation, through a termination by the Provincial Government, or restricted in such a manner as to terminate RCR's right to provide the Services to the Owner as contemplated under this Agreement.
16. **Limitation of Liability:** Neither RCR nor its affiliates, directors, officers or employees (collectively, the "Group") shall be liable to the Owner for any economic, commercial, special, consequential, incidental, exemplary or indirect damages, even if they have been advised of the possibility of such

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loss, including, without limitation, loss of business revenue or earnings, lost data, lost profits or a failure to realize savings. Under no circumstances shall the aggregate liability of the Group to the Owner exceed the commissions paid by RCR to the Owner under this Agreement. These limitations, exclusions and disclaimers shall apply whether an action, claim or demand arises from a breach of warranty or condition, breach of contract, negligence, strict liability or any other kind of civil liability connected with this Agreement. The Owner acknowledges that these limitations are granted in consideration for commissions as set forth in this Agreement.

- 17. Liability to Customers and Indemnification of RCR:** The Owner will indemnify and hold RCR harmless from and against:
- a. any and all claims, damages, judgements, liens and any suits threatened or made against the Group and all costs, liabilities and expenses based upon, arising out of, or in any way related to the conduct of the Owner's business or any breach of this Agreement by the Owner; and
 - b. any and all fees, costs and expenses, including, without limitation, solicitors' fees and disbursements, incurred by or on behalf of the Group in the investigation of or defence against any and all such claims.
- 18. Governing Law:** This Agreement will be governed by and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.
- 19. Enurement:** This Agreement will enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- 20. Severability:** If any term of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that term is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unamended by that holding or by the severance of that term.
- 21. Waiver:** No waiver of any breach or default hereunder will be effective or binding unless given in writing, and no such waiver will be deemed a waiver of any subsequent breach or default.
- 22. Further Assurances:** The Parties will execute and deliver all such further documents, do or cause to be done all such further acts and things, and give all such further assurances as may be necessary to give full effect to the provisions and intent of this Agreement. The Owner acknowledges that RCR will not approve or accept Vouchers, ticket orders or provide bulk tickets to the Owner without having first received a fully executed copy of this Agreement.
- 23. Force Majeure:** Neither Party to this Agreement shall be liable to any other party for any delay or default in performance or compliance with any provisions of this Agreement if such default arises from any cause which such Party cannot reasonably foresee or control. The obligations under this Agreement shall be suspended to the extent made necessary by such cause, provided that the party which is in default as a result thereof shall give immediate notice to the other of the cause and provided further that the disabling effect of such cause shall be eliminated as soon as reasonably possible.
- 24. Survival:** The terms, provisions, covenants, conditions and indemnities contained in this Agreement which by the terms hereof require their performance by the Parties hereto after the expiration or termination of this Agreement shall be and remain in force notwithstanding such expiration or other termination of this Agreement for any reason whatsoever.

PART III – Green Fees

1. **NET Rates:** The Net Rates and Commissions for Groups for Services under this Part (Green Fees) is set out in **Appendix 1a**. *All rates must be packaged and cannot be publicised or sold as individual products.*
2. **Taxes** The Services in this Part are subject to the sales taxes applicable in the relevant jurisdiction, as the case may be: Canadian (**CDN**) Federal Government and the British Columbia (**BC**) Provincial Government:
 - a. Green Fees (**BC**) 5% GST & 7% PST – TCGR
3. **Booking Procedures:** Booking Procedures are set out in **Appendix 2**.
4. **Group Pricing:**
 - a. For group bookings of 12 - 31 golfers the owner will use Net Rate Group pricing in Appendix 1b.
5. **Payment Terms/Procedures:**
 - a. The Services will be invoiced to the Owner's account (the "**Invoices**") and Invoices will be mailed every week.
 - b. Owner will be invoiced Net Rates for the Services.
 - c. If applicable, commissions will be paid out to the Owner based on Services.
 - d. Suppliers will be invoiced from original booking unless any changes are made outside 48hrs of the booking. No adjustments to the quantity of players will be accepted within 48 Hours of booking.
 - e. All payments are due 30 days from the date of invoicing (net 30 days).
 - f. All Invoice queries, including corrections, pricing discrepancies, returned tickets and commission rates, must be brought to the attention of the RCR Accounts Receivable Department within **30 days of the Invoice date**, after which time no further queries or requests for corrections or adjustments can be brought by the Owner against such Invoices.
 - g. Interest will be charged on all Invoices not paid within 30 days of the Invoice date at a rate of 2% per month (24% per annum).
 - h. For payments on account, please provide the Invoice number on the cheque; a copy of the Invoice statement is not required.
6. **Cancellation Policies**
 - a. Standard booking procedure for less than 12 golfers is 48 hours prior to the day of play. For bookings of 12 to 31 golfers, cancellations must be made ten (10) days prior to the day of play. For those groups of 32 or more, TCGR will forward an Owner group contract for specific terms.
 - b. Owner will be invoiced from original booking unless any changes are made outside 48hrs of the booking. No adjustments to the quantity of players will be accepted within 48 Hours of booking.

In consideration of the mutual promises and covenants contained in this Agreement, the Owner and RCR hereby agree to be bound by this Agreement and represent that their signatories below are duly authorized, have the right and power, to execute this Agreement on their behalf.

RESORTS OF THE CANADIAN ROCKIES:

**RESORTS OF THE CANADIAN ROCKIES
INC.**

By: _____

Name: Paul Whitham

Title: Director of Sales
(Authorized Signatory)

OWNER:

BCgolfguide.com Inc.

By (Sign): Ross Marrington
Ross Marrington (Dec 6, 2023 15:42 PST)

Name: Ross Marrington

Title: Owner
(Authorized Signatory)

Resorts of the Canadian Rockies Contact Information

Key Contact

Rob Duncan
Winter Sports School Director & Resort Business Development Manager
Kimberley Alpine Resort
Trickle Creek Golf Resort
Trickle Creek Lodge

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rduncan@skikimberley.com

Accounting

Erin Hawkrige
Accounting Supervisor
Kimberley Alpine Resort
(250) 432-0302
accountingsupervisor@skikimberley.com

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Appendix 1a. 2024 NET Rates - Wholesaler

Golf Products	Peak/Regular	Value	Aeration
18 Hole Weekend	\$103	\$93	\$85
1-3 Weekend	\$85	\$77	\$74
Twilight Weekend	\$77	\$66	\$62
18 Hole Weekday	\$85	\$77	\$66
1-3 Weekday	\$85	\$77	\$66
Twilight Weekday	\$69	\$59	\$54

2024 Seasons	
Peak	June 1 – July 1
Regular	July 2 – Sept 15
Value	May 10 – 31, Sept 16 – Oct 13
Aeration	July 9 – 12
Closed	**July 8, 2024 - Aeration

Weekend	Fri - Sun & *Holidays
Weekday	Mon - Thurs
Twilight	After 3 pm

- All rates must be packaged and cannot be publicised or sold as individual products. Prices displayed are per-round pricing.*

SUGGESTED SELL RATES	Peak/Regular	Value	Aeration
18 Hole Weekend	\$116	\$105	\$96
1-3 Weekend	\$96	\$87	\$83
Twilight Weekend	\$87	\$74	\$70
18 Hole Weekday	\$96	\$87	\$74
1-3 Weekday	\$96	\$87	\$74
Twilight Weekday	\$78	\$66	\$61

RACK RATES (subject to change)	Peak/Regular	Value	Aeration
18 Hole Weekend	\$129	\$119	\$103
1-3 Weekend	\$106	\$96	\$93
Twilight Weekend	\$96	\$83	\$78
18 Hole Weekday	\$106	\$96	\$83
1-3 Weekday	\$106	\$96	\$83
Twilight Weekday	\$86	\$74	\$68

*Holidays – May 20, July 1, August 5, Sept 2

**Closed July 8, 2024 - Aeration

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Appendix 1b. 2024 GROUP NET Rates - Wholesaler

Golf Products - Group	Peak/Regular	Value	Aeration	2024 Seasons	
18 Hole Weekend	\$93	\$84	\$77	Peak	June 1 – July 1
1-3 Weekend	\$77	\$69	\$67	Regular	July 2 – Sept 15
Twilight Weekend	\$69	\$59	\$56	Value	May 10 – 31, Sept 16 – Oct 13
18 Hole Weekday	\$77	\$69	\$59	Aeration	July 9 – 12
1-3 Weekday	\$77	\$69	\$59	Closed	**July 8, 2024 - Aeration
Twilight Weekday	\$62	\$53	\$49		

Weekend	Fri - Sun & *Holidays
Weekday	Mon - Thurs
Twilight	After 3 pm

- All rates must be packaged and cannot be publicised or sold as individual products. Prices displayed are per-round pricing.
- Group bookings of 12 -31 golfers, Sellers will receive a 10% commission on the Net Rate
- 36 Hole Group Rates – 15% off total of two tee times, When booking 36 hole group packages make a note on your booking that it is a 36 hole booking. For questions on 36 hole bookings please contact Rob Duncan a rduncan@tricklecreek.com.

SUGGESTED SELL RATES - Group	Peak/Regular	Value	Aeration
18 Hole Weekend	\$104	\$94	\$86
1-3 Weekend	\$86	\$78	\$75
Twilight Weekend	\$78	\$67	\$63
18 Hole Weekday	\$86	\$78	\$67
1-3 Weekday	\$86	\$78	\$67
Twilight Weekday	\$70	\$60	\$55

RACK RATES -Group (subject to change)	Peak/Regular	Value	Aeration
18 Hole Weekend	\$116	\$105	\$96
1-3 Weekend	\$96	\$87	\$83
Twilight Weekend	\$87	\$74	\$70
18 Hole Weekday	\$96	\$87	\$74
1-3 Weekday	\$96	\$87	\$74
Twilight Weekday	\$78	\$66	\$61

*Holidays – May 20, July 1, August 5, Sept 2

**Closed July 8, 2024 - Aeration

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Appendix 2. Booking process

- 1. Log on to club prophet with unique login**
- 2. Book client round**
- 3. Provide client with voucher (booking confirmation number noted on voucher)**
- 4. Client remits voucher as payment at tee time.**
- 5. Course invoices operator for package rate green fees.**