

## F.I.T. AND RATE AGREEMENT 2015

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| **COMPANY NAME:** | | | | | | | **HOTEL NAME:** | | | |
|  | | **BC Golf Guide** | | | | | MSR Resort Lodging Tenant, LLC  d/b/a **La Quinta Resort & Club and PGA West**  by Waldorf=Astoria Management, LLC | | | |
| **CONTACT:** | | Danny Leitch, Director of Business | | | | |
|  | |  | | | | |  | | | |
| **ADDRESS:** | | | | | | | **HOTEL CONTACT:** | | | |
|  | | BC Golf Guide  1524 Woodridge Road  Kelowma, BC V1W 3B4  Canada | | | | | Patty Donovan, Director of Travel Industry Sales  49-499 Eisenhower Drive  La Quinta, CA 92253  Direct: (760) 564-5769  Sales Phone: (760) 564-7602  Sales Fax: (760) 564-7656  [pdonovan@laquintaresort.com](mailto:pdonovan@laquintaresort.com) | | | |
| **Email Address:** | | | [Danny@BCgolfguide.com](mailto:Danny@BCgolfguide.com) | | | | **Hotel Phone:** | | | (760) 564-4111 |
| **Phone:** | | | 519-800-3701 | | | | **Reservations email:** | | | wholesale.reservations@laquintaresort.com |
| **Fax:** | | | 250-800-0912 | | | | **Reservations**: | | | (760) 564-5731 / fax (760) 564-5768 |
| **Acct #:** | 2697378 | | | PrePay | **SRP** | XD/ X2 | **Golf #** |  |  | |
| **EFFECTIVE DATES OF AGREEMENT: JANUARY 1, 2015 – DECEMBER 31, 2015** | | | | | | | | | | |
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GUEST ROOM & PACKAGE DESCRIPTIONS

Resort Casita (ROH) Max Occupancy: 4

One king or two queen beds, bathroom with bathtub/shower combination or shower only, in a garden setting. Some with fireplace, *(400 square feet)*

Deluxe Poolside Casita (Deluxe) Max Occupancy: 4

One king or two queen beds, bathroom with dual vanity, separate bathtub and shower, pool view. Some with fireplace. *(462 square feet)*

Starlight Casita (Superior) Max Occupancy: 3

Located on second floor, one king bed with queen sleeper sofa, fireplace and private patio, bathroom with dual vanity, separate bathtub and shower. *(462 square feet)*

Golf Spectacular:

Enjoy unlimited golf on our 5 championship courses at La Quinta Resort and PGA WEST. With more golf courses than any other resort in the Western U.S., La Quinta Resort & Club offers the ultimate golf getaway.

Guests enjoy:

· **Unlimited Golf** on La Quinta Resort or PGA WEST® Courses

· Unlimited Use of Practice Facilities on Day of Play

· Shared Cart and Club Storage

· Casita Accommodations

Full American Breakfast

**Rates are per room, per night, subject to availability and not inclusive of nightly tax. One** **round of golf per day is booked in advance based on availability. Arrival day and replay rounds may ONLY be booked on day of play through the pro shop based upon availability. Not applicable to groups or with any other offer.**

**Bed and Breakfast Package:**

Enjoy the room of your choice AND a full breakfast. Breakfast may be redeemed at our twenty6 restaurant. Rates are per room (taxes at 14.2% not included) per night and are inclusive of tax and gratuity for Breakfast. **Not applicable to groups or with any other offer.**



*The above are NET F.I.T Rates (in U.S. Dollars)*

**ADDITIONAL CHARGES:** The above rates are net non-commissionable and are quoted exclusive of applicable state, and local taxes, currently 14.20% and subject to change without notice. There will be no charge for children under the age of 18 traveling with parents and staying in the same room. Local fire safety restrictions govern total room occupancy.

* Weekend rates include Friday & Saturday; Weekday rates include Sunday thru Thursday.
* All rates are EUROPEAN PLAN (no meals), NON-COMMISSIONABLE, and quoted in US dollars. Our Golf Spectacular Package does include Breakfast.
* Net rates are based on one to four people per room.
* Cribs are provided no charge.
* Rollaways are provided at $35.00 per person, per night and are permitted in King bedded room types only.
* Guaranteed connecting room charge of $15.00 per room, per night.
* Check-in time begins at 4:00pm and checkout time is 12:00pm.
* Seasonal Changes: Reservations that overlap, seasonal dates will be billed at the applicable rate for each date of the stay.
* **STADIUM GOLF SURCHARGE:** All **package** reservations for 2015 that include golf will have a $50.00 per person **surcharge** for the STADIUM course (only)**. There is no additional charge to the ala carte rates provided.** Rates are inclusive of tax for the Golf portion, shared cart, and practice facilities day of play.
* **PETS:** La Quinta Resort is a pet friendly desination. Pets are allowed in all rooms, pets must be indicated at time of booking and there are certain restrictions on weight and size and type of pets. There is a **$100.00** non refundable pet cleaning fee per stay for guests traveling with pets.

**VALUE ADDED AMENITIES:**

* **Daily Resort Charge is WAIVED for all reservations.**
* **Unlimited Golf- Available with golf purchase.** Golf must be booked in advance and is based on availability. Arrival day and replay rounds may ONLY be booked on the day of play through the pro shop and is based on availability. Not applicable to groups or with any other offer.

**If ala carte golf is booked and the guest is staying at another location, unlimited Golf is not offered.**

**FREE NIGHT PROGRAM / RESTRICTED DATES**:

* Fourth Night Free Program\* Available year round
* **Must stay on the Fourth, Eight, etc…..Nights to avail the 4th night free offer.**

**\****The Free Night Promotion is available for rooms only reservations. If a package is booked for four nights, the golf, spa treatments and resort and/or dining credits do not get carried over for the free night.* ***The Free Night applies to room and tax only.*** *Spa Villas may be available upon request at a higher rate, if available at the time of request.*

**Black Out Dates are listed below:** - Blackout dates apply to all promotions including the 4th Night Free promotion.

These dates are subject to change by the Hotel. Please contact us for last minute availability. **We will endeavor to accommodate your request at the best available rate.**



**SEASONAL CHANGES:  Reservations that cross seasonal trend or high demand dates will be billed at the prevailing date's rate.  The net rate will increase or decrease on the date specified in this contract.**

**ACCOMMODATIONS:** Intimate accommodations capture Old World charm with a Spanish hacienda design and desert décor. In-room amenities include flat-screen televisions with pay-per-view movies two telephones with dual lines and data-port, internet access, coffee maker, hair dryer and iron/board. Some rooms with fireplaces and/or private patios. Garden, mountain or pool views. Bed type is not guaranteed. (Confirmation of room with two beds is on a request basis.)

**RESERVATIONS:** For reservations, you must email requests to [wholesale.reservations@laquintaresort.com](mailto:wholesale.reservations@laquintaresort.com) or fax requests to (760) 564-5768 at least 3 days in advance. For inquiries, please feel free to contact Reservations at (760) 564-5731 or [wholesale.reservations@laquintaresort.com](mailto:wholesale.reservations@laquintaresort.com). Rooms over allotment are based on availability at FIT rate category. It is the intent of the resort to respond to your inquiries within 24 hours of receipt.

**\*ROOM ALLOCATION:** You are a FREE SALE status. Stop sell notice will indicate that rooms are no longer available at the contracted rate, please call for availability and rates over stop sell dates.

Please indicate the name of your inventory control contact to send STOP SELL information to:

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| --- | --- | --- | --- | --- |
| Name: |  |  | Email: |  |

**GUARANTEED CONNECTING OR ADJOINING ROOMS:** To guarantee connecting or adjoining guestrooms, La Quinta Resort and Club reservations must be contacted directly for availability and for a connector or adjoining guestroom confirmation number. Each guaranteed connecting or adjoining guestroom would be charged an additional fee of $15.00 net per guestroom ($30.00 for the two guestrooms) per night plus 14.20% (Local Occupancy Tax). Connector or adjoining guestroom requests are not guaranteed until advised by the resort in writing and is subject to availability at time of request. Charges are subject to change upon notification by resort.

This Agreement is subject to all the terms and conditions set forth on the following page titled “FIT Allotment and Rate Agreement Terms and Conditions.” This Agreement and the terms and conditions on the next page constitutes the entire agreement between you and the Hotel and may not be amended or changed unless done so in writing and signed by you and the Hotel. The persons signing below agree that they are authorized representatives of the above indicated Operator and Hotel who have authority to enter into this Agreement. This rate agreement will not be valid and enforceable until a signed copy is returned to the Hotel by **June 30, 2014.**

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| **ACCEPTED AND AGREED TO:** | La Quinta Resort & Club |
| By: | By: |
| Name: | Name: Patty Donovan |
| Title: | Title:   Director of Travel Industry Sales |
| Date: | Date: |

**F.I.T. ALLOTMENT AND RATE AGREEMENT**

**TERMS AND CONDITIONS**

EARLY DEPARTURE FEE: In the event a guest checks out prior to the guest's reserved checkout date, the Hotel will add an early checkout fee to that guest's individual account. Guests wishing to avoid an early checkout fee should advise the Hotel at or before check-in of any change in planned length of stay. The current early departure fee is one half of day’s rate plus tax, subject to change.

CANCELLATION POLICY: Individual cancellations must be received by 72 hours prior to scheduled check-in time to avoid a cancellation charge. Cancellations received after this time will incur a charge in the amount of one night’s room and tax. Operator will be assessed this charge through either a deduction from the prepayment or direct billing to your account, whichever applies.

CHECK-IN/CHECK-OUT TIMES: Our check-in time is 4:00pm, checkout time is 12:00pm. All times are local hotel times.For late checkouts (past 2:00pm) one half day’s rate plus tax will be added to guest’s individual account. All guests arriving before hotel's check-in time will be accommodated as rooms become available. Our Guest Services Department can arrange to check baggage for those guests arriving prior to hotel's check-in time when rooms are not yet available.

PAYMENT POLICY: Unless you have received notification in writing from the Hotel that your credit has been approved, all reservations must be paid in full 30 days prior to the guest's arrival. If full payment is not received as required, the guest will be required to make a new reservation at the prevailing rate upon arrival at the Hotel. If your credit has been approved in writing by the Hotel, the Hotel will be pleased to extend thirty (30) day credit privileges to you for room and tax. All invoices are due and payable upon receipt and payment must be received at the Hotel no later than thirty (30) days after receipt of invoice. All undisputed charges not paid within thirty (30) days of receipt of a final invoice will be subject to interest accruing at the rate of 1.5% per month, or the maximum amount allowed by law, whichever is less. The Hotel reserves the right to review your credit periodically and to require pre-payment at any time, in its sole discretion, should your credit status change in any manner.

Please send payment to: Accounts Receivable, La Quinta Resort and Club, 49-499 Eisenhower Drive, La Quinta, CA 92253.

Each individual guest is responsible for their own incidental charges. It is our policy that these charges must be paid in full prior to the guest’s departure, with individual credit being established upon check-in. It is the responsibility of Operator to instruct the guest to check with the cashier to make certain all incidentals are paid for prior to departure.

PERFORMANCE:  Hotel will review your productivity and usage on a quarterly basis to determine future rate structures.  Should production not meet reasonable requirements, the Hotel reserves the right to change any room allotments and rate at the end of each quarter.

RATES VALID FOR PACKAGED TRAVEL ONLY: Allrates quoted herein are applicable to: (1) FIT Package Tours; (2) FIT Tour Programs. The rates quoted in this Agreement are only for the sale of packaged, individual rates by the wholesaler or tour operator. You are not authorized to release these rates to any other individual or entity, including but not limited to, internet booking/electronic distribution systems. The FIT rates and this Agreement are non-transferable and non-assignable. You may not offer these rates as room-only inventory in any manner (e.g. room tax and/or fees listed separately). The prices for each of the package components (hotel room, airfare and/or car rental) shall not be itemized for, disclosed to or discernible by the consumer at any time (including but not limited to billing statements) and you must not provide functionality which would permit consumers to strip the package down to view hotel room rates separately at any time. If the Hotel becomes aware of any violation of this section, the Hotel may immediately terminate this Agreement without incurring any liability to you for contracted rooms or rates. Furthermore, you agree to indemnify Hotel for any loss or damage arising from your breach of this Section.

BROCHURE: The Hotel will provide you with the Hilton logo, our hotel name or logo and applicable photos of the Hotel for inclusion in your tour brochure or voucher. You may not make any alterations to the Hilton logo, or hotel’s name, logo or hotel photos or use them in any manner or in any materials other than your tour brochure and vouchers without Hotel’s prior written approval. As part of your contract, you must send to us two (2) copies of your printed brochure/voucher for our files.

COMPLIANCE WITH LAWS: You will comply with all applicable foreign and domestic laws, codes, regulations, ordinances and rules with respect to your obligations under this Agreement and the services to be provided by you hereunder, including but not limited to any laws and regulations governing package and tour travel operators/organizers. You represent, warrant and agree that you are currently and will continue to be for the term of this Agreement, in compliance with all applicable local, state, federal regulations or laws, including but not limited to, all provisions of the Patriot Act and regulations or requests of the U.S. Department of Homeland Security and the Office of Foreign Assets Control in the U.S. Department of the Treasury.

INDEMNIFICATION: To the extent permitted by law, you agree to protect, indemnify, defend and hold harmless the hotel, Hilton Hotels Corporation and the owner of the hotel, and each of their respective employees and agents against all claims, losses or damages to persons or property, governmental charges or fines, and costs including reasonable attorneys' fees arising out of or connected with the provision of goods and services and your group's use of hotel's premises hereunder and your provision of services except to the extent that such claims arise out of the negligence or willful misconduct of the hotel, or its employees or agents acting within the scope of their authority. You further agree to obtain and keep in force General Liability Insurance covering your contractual obligations hereunder with limits of not less than $1,000,000 per occurrence and provide the hotel with proof of insurance.

DISPUTE RESOLUTION: The parties agree that any dispute in any way arising out of or relating to this Agreement will be resolved by arbitration before JAMS/ENDISPUTE® or the American Arbitration Association in the state and city in which the Hotel is located or the closest available location; provided, however, a dispute relating to infringement of intellectual property rights shall not be subject to this provision. The parties further agree that in any arbitration proceeding they may conduct reasonable discovery pursuant to the arbitration rules, that the law of the state in which the Hotel is located is will be the governing law, and any arbitration award will be enforceable in state or federal court.

ATTORNEYS' FEES: The parties agree that in the event that any dispute arises in any way relating to this Agreement, the prevailing party in any arbitration or court proceeding will be entitled to recover an award of its reasonable attorney’s fees, costs and pre and post judgment interest.

NONASSIGNMENT: Neither party may assign this Agreement or any part hereof to any third party without the prior written consent of the other party except that Hotel may assign this Agreement to a new owner and/or manager of the Hotel.

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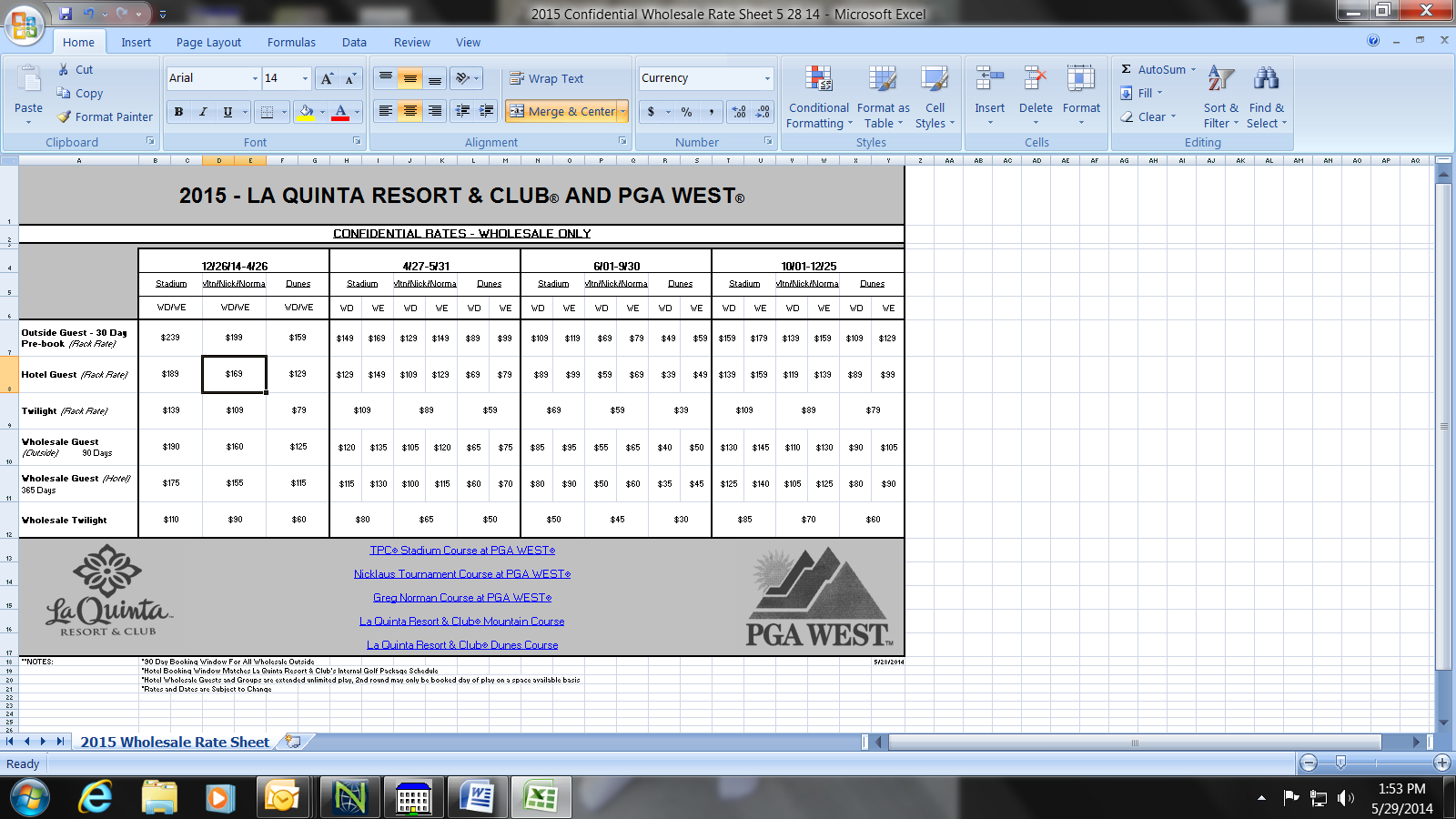
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