



2014 F.I.T. ALLOTMENT AND RATE AGREEMENT

COMPANY NAME: BC Golf Guide (references to "Company" or "You" throughout the Agreement refer to company listed directly above)	HOTEL NAME: Pointe Hilton Tapatio Cliffs Resort 11111 N. 7 th Street Phoenix, AZ 85020
ADDRESS: Danny Leitch 68 Garden Crescent Paris, Ontario N3L3T4	HOTEL CONTACT: Kim Pfeifer 11111 N. 7 th Street Phoenix, AZ 85020
Phone: 250-764-0700	Hotel Phone: 602-866-7500 Hotel Fax: 602-866-6347
Fax: 250-764-9654	Sales Fax: 602-870-8181 Sales Phone: 602-870-2777
Email: danny@bcgolfguide.com	Email: kim.pfeifer@hilton.com

EFFECTIVE DATES OF AGREEMENT: January 1, 2014-December 31, 2014

Standard Suite Accommodation							
Validity Dates		Allotment	Cut-off	NET F.I.T. Rates (in U.S. Dollars)			
From:	To:	Daily	(in days)	Single \$	Double \$	Triple \$	Quad \$
1/1/14	3/8/14	Free Sell	7	144	144	159	174
3/9/14	4/12/14	Free Sell	7	159	159	174	189
4/13/14	5/17/14	Free Sell	3	102	102	117	132
5/18/14	9/6/14	Free Sell	3	76	76	91	106
9/7/14	12/31/14	Free Sell	3	102	102	117	132

The above rates are net non-commissionable and are quoted exclusive of applicable state, and local taxes, currently 12.27% and subject to change without notice. In the U.S., 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.

BLACKOUT DATES: At this time we have no blackout dates. Blackout dates are subject to change by the Hotel. Please contact this office for last minute availability. We will endeavor to accommodate your request at the best available rate.

ACCOMMODATIONS: All accommodations are luxurious two-room suites with coffeemakers, remote control/cable TV, two telephones with data ports for computer capacity and high speed internet access is available at an additional fee. Additional in suite amenities include: alarm clock, AM/FM radio, hairdryers, and iron/ironing board. Guestrooms are based on ROH (Run of House). Bed type is not guaranteed. (Confirmation of room with two beds is on a request basis.)

RESERVATIONS: For reservations, you must email your reservations to PHXRR-Reservations@hilton.com if you need to fax please fax to 602-870-2703 at least 3 days in advance or your allotment will be released. For inquiries, please feel free to contact Reservations at 602-870-8130. Rooms over allotment are based on availability at FIT rate category.

ROOM ALLOTMENT/CUTOFF:

- Following the above cutoff schedule, all unused rooms will automatically be released and returned to resort inventory. Should company require additional rooms after the cutoff period, the Pointe Hilton Resorts will endeavor to accommodate your request at the best available rate.
- Should the need arise at any time prior to the cut-off date, the Pointe Hilton Resorts reserve the right to reduce allotment and/or close out a rate category by the amount equal to the unused portion of that allotment. In all such instances, company will be asked to forward the names and dates or all rooms sold during the closed out period within (24) hours of written notification and by 4:00PM on Fridays (MST). All reservations should be sent to the Pointe Hilton Reservations department at PHXRR-Reservations@hilton.com or by fax at 602-870-2703.
- Additional requests must be emailed to Kim Pfeifer at kim.pfeifer@hilton.com.

STOP SELL DATES: Stop sells will be sent out by the resort to the email you list below. Stop sells will be sent out periodically. Company has to send all reservations within 24 hours of the time the stop sell notice went out. Any reservations that are sent after 5PM (Arizona time) on the next business day will not be confirmed. All reservations must be sent to PHXRR-Reservations@hilton.com or by fax 602-870-2703.

*Please indicate/update the name of your inventory control contact to send stop sells to:

Name: _____

Email: _____

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 company 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 August 1, 2013.**

ACCEPTED AND AGREED TO:

BC Golf Guide

Pointe Hilton Tapatio Cliffs Resort

By: _____
[sign here]

By: _____
[sign here]

Name: Danny Leitch
Title: Director of Business Development
Date:

Name: Kim Pfeifer
Title: Leisure Sales Manager
Date:
Billing Contact: Beth Soule

**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 \$50, subject to change.

CANCELLATION POLICY: Individual cancellations must be received by **48** hours prior to scheduled check-in time to avoid a charge of one night's room and tax. Cancellations received after this time will incur a charge in the amount of one night's room and tax. Company 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 4PM, checkout time is 11AM. All times are local hotel times. 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.

BAGGAGE HANDLING FEE: Payment of bag handling/porterage fees is the responsibility of the individual guest. As a guideline, the current fee is \$8. If baggage handling is requested, Company must provide the guest's arrival and departure time.

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 outstanding amounts sixty (60) days and over will be subject to an interest rate of U.S. Prime + 2%. To avoid this charge, you must pay all undisputed charges in a timely manner and send written notice describing all disputed charges. 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: Pointe Hilton Tapatio Cliffs Finance Department: 11111 N. 7th Street Phoenix, AZ 85020.

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 Company 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 allotment usage on a quarterly basis to determine future rate structures and number of allotment rooms confirmed. Should production not meet reasonable requirements, the Hotel reserves the right to change the room allotment and rate at the end of each quarter.

RATES VALID FOR PACKAGED TRAVEL ONLY: All rates 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 Worldwide 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 Worldwide 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 Worldwide 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.