



**THE WESTIN**  
BEAR MOUNTAIN  
GOLF RESORT & SPA  
VICTORIA

**November 11, 2013**

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**2014 FIT RATE AGREEMENT**

**GUEST ROOM RATES**

From	To	Traditional		One-Bedroom Suite	
		(Mon-Thurs)	(Fri-Sun)	(Mon-Thurs)	(Fri-Sun)
1-Oct-13	30-Apr-14	\$105.00		\$155.00	
1-May-14	30-Jun-14	\$125.00	\$145.00	\$175.00	\$195.00
1-July-14	31-Aug-14	\$145.00	\$165.00	\$195.00	\$215.00
1-Sep-14	30-Sep-14	\$125.00	\$145.00	\$175.00	\$195.00
1-Oct-14	31-Mar-15	\$105.00		\$155.00	

**Guest Room Terms & Conditions:**

The above rates are net non-commissionable and are based on room availability.

- All rates are subject to applicable taxes. Taxes are subject to change without notice.
- Rates are based on single/double occupancy. For each additional person, over 18 years of age, a charge of \$30.00 per person per night will apply.
- All rooms are subject to Resort Fee. (see explanation below)
- SPG points can not be collected on the above rate.
- Group bookings of 10 rooms per night or greater, must complete a separate Group Contract. Please contact your Sales Manager to arrange.

**Resort Fee**

A Resort Fee of **\$15.00 CAD** (Plus applicable tax, subject to change) will apply per room, per night, and includes the following:

- Unlimited local phone calls, credit card calls, 800# calls and Toll free calls
- Unlimited Access to the Mountainside Athletic Club and Tennis courts (Excluding scheduled classes)
- Locker and towel use at the Mountainside Athletic Club
- High-Speed Internet Access & Wireless Internet in the guest rooms
- Golf bag and luggage storage
- Self-parking (Valet parking is available at \$15.00 plus tax)

**Black out dates**

July 17-19, 2014  
September 6, 2014  
October 11, 2014  
December 31, 2014

**Room Cancellation Policy:** Cancellations must be received 24 hours prior to arrival date, otherwise first night's room and tax will be charged.

**Travel Packages:**

Company must bundle and ensure that its B2B Partners bundle all guest rooms made available through the Hotel Agreements in a packaged travel product that is, at a minimum, a guest room and at least 1 of the following: airline tickets, train tickets, show tickets, transfers, an overnight cruise, a car rental or another meaningful component ("Travel Packages") before Company or its B2B Partners sell such guest rooms to retail customers. For the avoidance of doubt, under no circumstances may guest rooms made available through the Hotel Agreements be sold by Company or its B2B Partners on a retail website in a room-only or unbundled manner.

**Non-Disclosure of Rates:**

Company may not sell, and must take commercially reasonable steps to ensure that its B2B Partners do not sell, Hotel's guest rooms at rates provided through this letter in a manner that discloses, directly or indirectly, the rates for such guest rooms.

**Onward Distribution:**

Except for B2B Partners, Company may not transfer or assign rates provided through the Hotel Agreements to any Company or organization. Upon receipt of written notice from Hotel or Starwood Hotels & Resorts Worldwide, Inc. ("Starwood"), Company must stop distributing rates provided through this Agreement to any B2B Partner that: (a) has failed to combine the rates into Travel Packages before selling them to retail customers or has otherwise violated the terms of this Agreement; (b) has violated applicable law; or (iii) Starwood or such Participating Hotel otherwise determines do not qualify for use of such rates.

**GOLF NET RATES**

From	To	Mon – Thurs	Fri –Sun
8-Oct-13	17-Apr-14	\$55.20 (\$69.00 Retail)	\$55.20 (\$69.00 Retail)
18-Apr-14	5-Oct-14	\$95.20 (\$119.00 Retail)	\$111.20 (\$139.00 Retail)
		<b>Twilight*</b> \$71.10 (\$79.00 Retail)	<b>Twilight*</b> \$71.10 (\$79.00 Retail)
		<b>Replay**</b> \$55.20 (\$69.00 Retail)	<b>Replay**</b> \$55.20 (\$69.00 Retail)
6-Oct-14	16-Apr-15	\$55.20 (\$69.00 Retail)	\$55.20 (\$69.00 Retail)

\*Twilight times are 2:00 PM April/May/Sept/Oct, 3:00 PM June/July/August.

\*\*Replay rates only valid for same day only.

**Golf Terms & Conditions:**

The course must receive a guarantee of the exact number of participants no less than 14-days prior to the event date. If the numbers are greater than guaranteed on the day of the event we will attempt to accommodate, however no guarantees are made as to the availability of space for excess players.

Frost, fog or inclement weather may cause delay of tee times. If playing conditions require cancellation of the event, to be determined by the Course Superintendent, prior to the first tee time a full refund will be issued. Should a rain out or course closure occurs, to be determined by the Course Superintendent, during the round, the Head Professional will make an equitable adjustment to the charge.

- Golf net rates are listed per person and **include shared GPS equipped power cart and range balls.**
- Must book groups of 2 or more, singles may be booked 1 day in advance.

- Golf rates are quoted in Canadian Funds, and are net, non-commissionable and are subject to applicable taxes (currently 5% GST and Cart PST \$1.23/player). Taxes are subject to change without notice.
- Each player must have a set of golf clubs. Rental clubs available for \$60 plus taxes and includes two sleeves of balls.
- **Children without a valid drivers licence must be accompanied by an adult (not permitted to drive the golf carts.)**
- Only two players and two golf bags are allowed per power cart.
- All golf groups greater than 16 players must be booked through the Golf Sales Manager and subject to group requirements. Requests can be sent to ccurrie@bearmountain.ca
- Each player requires a valid drivers license, and must sign a Cart Waiver, to drive a power cart.
- Vendor must provide client with a uniquely numbered voucher indicating date, time and number of golfers to be presented at time of check-in. Failure to present voucher will result in prevailing green fee charged to guest unless otherwise arranged.

#### **Golf Cancellation Policy:**

- Any tee-time cancellations must be received 24 hours prior to arrival time, otherwise full green fee and taxes will be charged.
- Golf Groups of 16 or more will be subject to the tournament and event contract terms and conditions. Contact Golf Sales Manager at ccurrie@bearmountain.ca.

#### **Course Closures:**

Please note that courses may be subject to various closures for course maintenance and agronomic practices. The following dates have been tentatively scheduled as Aeration dates for 2014:

#### **Mountain Course:**

Closed: May 26-29, 2014. Reopens May 30, 2014  
 Closed: September 8-12, 2014. Reopens September 13, 2014

#### **Valley Course:**

Closed: May 12-15, 2014. Reopens May 16, 2014  
 Closed: August 18-22, 2014. Reopens August 23, 2014

#### **Payment:**

**Net Rates:** All NET rate bookings must be guaranteed by **credit card at time of booking (separate form required)**. Unless stated otherwise it is assumed that the credit card will cover the following costs.

Guest rooms (including taxes and automatic charges):	X Company	<input type="checkbox"/> Guests
Resort fee (\$15.00 charged per night):	X Company	<input type="checkbox"/> Guests
Guest room Incidentals:	<input type="checkbox"/> Company	X Guests
Golf: (Green fee, including taxes):	X Company	<input type="checkbox"/> Guests
Golf Course Food & Beverage (including taxes and service fees):	<input type="checkbox"/> Company	X Guests
Golf Club Rentals:	<input type="checkbox"/> Company	X Guests
Golf Incidentals:	<input type="checkbox"/> Company	X Guests

**Payment Type:** Payment type will be made as indicated below. ***Please check applicable option.***

<b>Final Payment</b>	<input type="checkbox"/> Credit Card
	<input type="checkbox"/> Direct Billing (OAC)

**Insurance & Indemnification:** The Resort and Company each agree to carry adequate personal property, liability and other insurance protecting it against any claims arising from any activities conducted in the Resort or while on the golf course during the guests stay. Each party hereby indemnifies and holds the other harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action resulting from the gross negligence or intentional misconduct of such party or its respective officers, directors, employees, agents, contractors, members or participants (as applicable).

**Force Majeure:** If acts of God or government authorities, natural disasters, or other emergencies beyond a party's reasonable control make it illegal or impossible for such party to perform its obligations under this Agreement, such party may terminate this Agreement upon written notice to the other party without liability.

**Confirmation of Acceptance:** The rates as outlined in this contract will be protected on a definite basis upon our receipt of the signed confirmation of acceptance. All rates are confidential.

Please sign the enclosed copy of this contract and return, via fax, to (250) 391-3792.

The Westin Bear Mountain Golf Resort & Spa, Victoria

BC Golf Guide



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Chris Currie  
Golf Sales Manager  
Direct (250) 391-3790  
Fax: (250) 391-3792

Mr. Ross Marrington  
Owner and Editor  
CONFIRMATION OF ACCEPTANCE:

**FIT Reservations:**  
250-391-7160 (In-House Reservations)  
Fax: 250-391-3794  
[reservations@bearmountain.ca](mailto:reservations@bearmountain.ca)

