



TOUR & TRAVEL AGREEMENT SUMMER 2014

Valid Dates: May 01 – November 20, 2014 **Date Issued:** March 18, 2014

Between: **BC Golf Guide** hereinafter referred to as “Tour Operator”
1524 Woodridge Road
Kelowna, BC V1W 3B4
Canada
Contact: Danny Leitch, Director of Business Development
Phone: 877-223-7226 Fax: 250-800-0912
Email: danny@bcgolfguide.com

And: **The Coast Blackcomb Suites at Whistler** hereinafter referred to as “CBSW”
4899 Painted Cliff Road
Whistler, BC V0N 1B4 CANADA
Andrea Costa, Director of Sales & Marketing
Phone: (604) 938 6025
Fax: (604) 938-6622
E-mail: acosta@resortquestwhistler.com

TERMS & CONDITIONS

I) TOUR & TRAVEL FIT RATES

RATES:		SEASON DATES		
UNIT TYPE	RATE BASED OCCUPANCY*	May 01, 2014 – June 19, 2014	June 20, 2014 – September 01, 2014	September 02, 2014 – November 20, 2014
Studio	2	\$ 95.00	\$ 101.00	\$ 95.00
1-bedroom	2	\$ 125.00	\$ 131.00	\$ 125.00
2-bedroom	4	\$ 155.00	\$ 159.00	\$ 155.00

Rates are NET, non-commissionable, quoted in Canadian dollars, on a per night, per unit basis, subject to the following tax structure: 8% Provincial Sales Tax (PST), 2% Hotel Room Tax (HRT), 5% Goods & Services Tax. Taxes are subject to change.

Rates are excluded from promotional programs (i.e. Airline Frequent Flyer Programs, Coast Rewards, Discount Coupons, etc.)

***NOTE: Max occupancy per unit type as follows:** Studio – 3 people; 1-bedroom – 4 people; 2-bedroom – 6 people
Additional person charges: \$20 per person plus taxes per night applies above the Rate Based Occupancy as shown in the rate grid above.

All above rates include daily **complimentary continental breakfast**

Children 18 and under stay for free, only when accompanying parent is residing in the same unit

All Early booking offers must be reported by the “book by” dates as shown above.

Standard NET Rate Structure:

Coast Blackcomb Suites Whistler (CBSW) will charge the Tour Operator and the Tour Operator will pay to CBSW the supplied NET rates.

CBSW requires that all Tour & Travel partners must book either land/air packages or bundle room rates with additional items such as lift tickets or ground transfers in order for room rates to remain opaque. Tour Operator is not authorized to release these rates to any other individual or entity, including but not limited to, internet/electronic distribution systems.

Seasonality: May 01 – June 19, 2014
June 20 – September 01, 2014
September 02 – November 20, 2014

**Minimum Night Stay Requirements:**

June 21 & 22, 28, 29, 30	2 nights
July 25, 26, 27	3 nights
August 01, 02, 03, 29, 30, 31	2 nights

Minimum length of stay requirements is subject to change without prior notice based on certain dates, owner requests or business requirements. Minimum length of stay is based on arrival date.

II) BOOKING PROCEDURES

Reservations must be made by email to The Coast Blackcomb Suites at Whistler.

Email: cbsfit@resortquestwhistler.com

All reservations will be confirmed by confirmation number and emailed back to you within 48 hours. All bookings must specify the number of adults and children per unit as well as all room occupant names. CBSW does not accept verbal confirmations as valid bookings and does not offer courtesy holds.

III) PAYMENT PROCEDURES

Payments may be made by either a company cheque in Canadian funds drawn on a Canadian bank account or by wire transfer, net of any wire transfer fees.

All payments should be sent to:

RESORTQUEST WHISTLER

***218 - 4368 Main St.
Whistler, BC V0N 1B4
Canada***

A 3% administrative fee will be added to all credit card payments. Late payments are subject to a 3% surcharge. Failure to make payments as specified herein will result in cancellation and release of the reservation. Bank wire transfers are subject to a \$17.50 surcharge fee.

Full payment, including all taxes and fees must be received by RQW for each reservation no later than thirty (30) days prior to the arrival date.

For reservations booked within 30 days of arrival, full payment, including all taxes and fees, must be received by RQW for the reservation prior to check-in. Payments may be made by either a company cheque in Canadian funds overnight to RQW, or via company credit card. Use of company credit card in this situation will not incur the additional 3% credit card administrative fee. Failure to make payments as specified herein will result in cancellation and release of the reservation.

IV) CANCELLATION POLICIES

Please note that all cancellations in order to be valid must be submitted in writing and emailed to the Reservations Department at cbsfit@resortquestwhistler.com. CBSW will then issue the Tour Operator confirmation of received cancellation along with cancellation invoice. The Tour Operator must receive confirmation from CBSW in order for the cancellation to be confirmed.

Summer Season

Cancellations made seven (7) days or less prior to arrival will be charged for the full amount of the reservation including all applicable taxes. Cancellations made eight (8) days or more prior to arrival will be charged one night's cancellation fee plus tax. There will be no refunds for early departures or late arrivals.

TRAVEL INSURANCE – RQW strongly encourages guests to purchase travel and cancellation insurance for their stay as we are unable to vary from our outlined refund policy.

V) GROUP BOOKINGS

This FIT NET Tour & Travel Agreement applies to FIT bookings only. For group bookings it is the discretion of CBSW on negotiating rates, deposit and cancellation policies on an individual basis. All group enquiries should be directed to Group Sales at 604-905-3114.

VI) IMAGE GALLERY

Access to high resolution property images can be found in the Partner Gallery website.

<http://barberstock.com/collection/coasthotels/cbs-property-photos>

Images are representative of a particular complex/unit or property and cannot be used as a guarantee.



VII) OUTSTANDING ACCOUNTS

This agreement is subject to all outstanding monies owing to ResortQuest Whistler (RQW) by the Tour Operator being paid in full by September 01, 2014. In the event payment has not been received by that time, RQW reserves the right to withdraw all booking privileges.

ACCEPTANCE

This agreement will be open for acceptance until the 1st day of May, 2014 after which time, if not accepted; this agreement will be null and void.

The undersigned are authorized company representatives and agree to the terms outlined in this agreement.

On behalf of:

COAST BLACKCOMB SUITES WHISTLER

BC GOLF GUIDE

Andrea Costa
Director of Sales & Marketing

Danny Leitch
Director of Business Development

Date: _____

Date: _____



Coast Blackcomb Suites at Whistler Winter Rental Terms and Conditions

Valid May 01, 2014 – November 20, 2014

Policies

Please take a moment to read the following important information. It will be helpful when booking reservations with Coast Blackcomb Suites Whistler. The Coast Blackcomb Suites Whistler is proudly managed by ResortQuest Whistler.

Representation

Tour Operator will market and book the CBSW as specified in the Tour & Travel Agreement and in furtherance thereof, agrees to convey to its reservations sales staff and all of its clients an accurate description of CBSW suites and corresponding amenities available.

Age Requirement

The individual making the reservation must be **21 years of age or older** and must occupy the rental property the entire term of the reservation and have a valid credit card in their name.

Individuals less than twenty-one (21) years of age unaccompanied by their parents or legal guardians will not be allowed to check in.

Children are FREE – 18 years and younger.

Bedding & Unit Assignments

As ResortQuest Whistler is a property management company responsible for the vacation rental of individually owned units at Coast Blackcomb Suites Whistler, maximum occupancy and bedding will vary by room type and property. We are unable to confirm unit numbers or bedding at time of booking.

Bed configurations

Studio Suite: 1 Queen Bed, 1 Queen Sofa Bed

One Bedroom Suite: 1 King Bed, 1 Queen Sofa Bed

Two Bedroom Suite: 1 King Bed, 2 twin beds or double bunk beds, 1 Queen Sofa Bed. 2 full bathrooms.

Occupancy and Additional Person Charges

Additional person charges will apply. Please refer Tour & Travel FIT Rates – Section I. Please ensure the maximum number of guests allowed per unit type (including children) is adhered to or it shall be cause for immediate termination of this occupancy without refund.

Maximum Occupancy and Requests

As RQW is a property management company responsible for the vacation rental of individually owned units, requests such as specific bedding, certain views, specific floors, certain unit numbers, units close to one another etc. can be made and CBSW will make every attempt to accommodate the request, but these are never guaranteed prior to arrival.

The maximum number of guests per unit is limited to three (3) persons in a studio, four (4) persons in a one bedroom, six (6) in a two bedroom.

Smoking Policy

All units are non-smoking.

Methods of Payment/Security Deposit

RQW accepts Visa, MasterCard, American Express credit cards. All payments must be paid in Canadian dollars. A credit card will be required upon check-in for incidentals and damages. RQW pre-authorizes the credit card for a security deposit in case of damages or incidentals incurred that are not covered by, or exceed the damage waiver. The pre-authorization will be voided 10 days after departure date provided there is no damage, missing inventory, telephone charges and/or excessive cleaning required. No credit-card fees will be charged to guests.

Security deposit amounts authorized upon check-in will vary based on room size and will be anywhere between \$250-\$500 CAD per room. The primary guest of the reservation (name that is on the actual reservation) must be the valid credit card holder of the reservation, must occupy the rental property the entire term of the reservation and must be present at check-in. CBSW reserves the right to impose an increase in security deposit and may request additional paperwork to be signed upon check-in.

Housekeeping

Daily housekeeping is provided and includes fresh towels, garbage removal, beds made, bathroom tidy, and kitchen tidy. Stays of 3 nights or longer: Daily service is provided including linen change every 3rd day.

Parking Restrictions

Secured underground parking is available for a fee of \$23 plus GST per night. Parking is paid for at time of check-in. Parking charges are subject to change.



Check-in and Check-out

Check-in time is after 4:00 p.m.; check-out time is 11:00 a.m. Due to our high standards for cleanliness, not all units will be ready for check-in promptly at 4:00 pm. We ask for your patience and suggest that you have alternate plans available between 4:00 and 6:00 p.m. in the event the unit is not yet ready. Early check-in may be requested on day of arrival but never guaranteed. Late check-out requests (after 11:00 a.m.) will be on request upon arrival to resort and will be subject to late check-out fees. Note: Check-in/out times are subject to change.

Agency Disclosure

CBSW serves as the agent and representative of all owners of condominium units and is acting at all times, in and for the best interest of the owners.

Liability of Coast Blackcomb Suites Whistler & ResorQuest Whistler

As RQW is a property management company, responsible for the rental of individually owned units of the Coast Blackcomb Suites Whistler, we may experience fluctuations in inventory and availability. RQW will make every effort to provide the exact unit type requested, however, RQW is unable to make absolute guarantees. In the unlikely event that the unit type requested is no longer available, RQW will make every attempt to contact the Tour Operator prior to arrival date. Notification prior to arrival may not always be possible. **The unit types listed was available in the CBSW inventory at time of release of these rates/contract.**

CBSW/RQW reserves the right to cancel or change your accommodation at anytime, however CBSW/RQW will make every attempt to substitute with an alternative accommodation option that CBSW/RQW deems comparable. Under the rare occurrence that CBSW/RQW must cancel your reservation; CBSW/RQW's liability will be limited to a refund of all monies paid. RQW reserves the right to refuse any booking and decline any guest at anytime.

CBSW/RQW will not assume responsibility for any claims, losses, damages, costs or expenses arising out of the following: sickness, family emergencies, theft or any other circumstance affecting you beyond our direct control; your failure to obtain the documentation required such as passports, visas and certificates (in which case you will also not be entitled to any refund); your failure to follow instructions including but not limited to check-in and check-out times or locations.

Documentation

Please ensure proper documentation for travel to and from Canada. To learn more about Canadian customs regulations, visit the Canada Border Services Agency website.

Front Desk

The hours of operation of the front desk are 24 hours.

Termination

Either CBSW or Tour Operator may terminate this Agreement at any time after the date that is ninety (90) days after the date hereof on thirty (30) days prior written notice to the other party. In the event that RQW elects to terminate this Agreement it will honour any reservations confirmed prior to the date of such notice of termination.

Indemnification

Tour Operator will indemnify, defend and hold RQW and its parent, subsidiaries and affiliates and their respective officers, directors, employees, stockholders and agents harmless from and against any and all liability, costs, damages, suits, actions, causes of action or claims arising out of Tour Operator breach of this Agreement or which in any way relate to any of the actions or omissions of Tour Operator.

Non Disclosure, Non Solicitation

This Agreement and any information supplied to Tour Operator by CBSW are confidential and proprietary to CBSW and may not be disclosed to any third party in any form or manner except to the extent required by law or regulation. During the term hereof and for a period of one (1) year following termination, Tour Operator will not, without the prior written permission of CBSW, enter into, directly or indirectly, any business relationship with any homeowner whose property was under the management of CBSW during the Term or any part hereof.

Assignment

Tour Operator may not sell, assign or otherwise transfer this Agreement or its rights herein to any third party without the prior written consent of CBSW which may be withheld at CBSW's sole discretion.

Trademarks and Service Marks

Tour Operator shall not use any of CBSW's service marks without CBSW's prior written permission.

Promotional Material

CBSW reserves the right to review all promotional material and internet advertising for accuracy and requests that the Tour Operator submit a copy of all such material prior to publication. Tour Operator agrees to use only the slides provided by CBSW. CBSW is not responsible for compensation to guests for products misrepresented in the Tour Operator's promotional materials including internet advertising. All print and online marketing in which Tour Operator will be featuring a property or properties, CBSW must be prominently featured (complimentary) within the grouping of properties with the highest category rating, independent rate.