



1310 Water Street, Kelowna, BC, V1Y 9P3  
Tel #: 250-763-4500 Fax #: 250-868-5605

#### **2014 F.I.T CONTRACT**

**BC Golf Guide**  
1524 Woodbridge Ave.  
Kelowna, BC V1W 3B4  
T: 250-764-0700

The following outlines our understanding of the terms and conditions for the contract between BC Golf Guide (the Company or Group) and Delta Grand Okanagan Resort and Conference Centre (the "Contract"). For ease of communicating throughout the Contract, Delta Grand Okanagan Resort and Conference Centre will be referred to as "us/we/our" and BC Golf Guide will be referred to as "you/your".

**October 15, 2013**

Dear Ross,

Thank you for business this past year, we look forward to working with you in 2014. Please review the terms of this agreement. Should you have any questions or comments please know your calls are always welcome. My direct line is 604-599-5054 and fax number is 250-868-5605.

#### **Tour Rates Eligibility**

Rates are applicable for **May 1, 2014 to April 30, 2015** and are net, non-commissionable, in Canadian Funds. The Rates will be based on the European Plan (no meals) unless otherwise specified.

These Rates **cannot** be posted, published or made available to 3<sup>rd</sup> party Internet sites, corporate travel, and conference or incentive groups. Distribution or exposure of Net Tour Rates will allow the Hotel to immediately terminate the Agreement.

In order to receive the Rates BC Golf Guide must be a licensed travel company and feature the Hotel in a published brochure or tariff. If BC Golf Guide seeks additional reservations above its allotment set out on Delta's rate grid, then the Hotel may in its sole discretion extend its best available rates.

As the Rates are based on this written agreement, they will not be quoted at the time of reservation to the Hotel.

**BC Golf Guide F.I.T Rates are as follows:**

Mode Room Category...

Season	Single	Double	Triple	Quad
May 1, 2014- May 30, 2014	\$179.00	\$179.00	\$204.00	\$229.00
June 1, 2014 - September 30, 2014	\$218.00	\$218.00	\$243.00	\$268.00
October 1, 2014 - April 30, 2015	\$115.00	\$115.00	\$140.00	\$165.00

**BC Golf Guide GROUP Rates are as follows:**

Mode Room Category...

Season	Single	Double	Triple	Quad
May 1, 2014- May 30, 2014	\$179.00	\$179.00	\$204.00	\$229.00
June 1, 2014 - September 30, 2014	\$203.00	\$203.00	\$228.00	\$253.00
October 1, 2014 - April 30, 2015	\$115.00	\$115.00	\$140.00	\$165.00

- Please note that these rates are quoted in Canadian funds and are **EXCLUSIVE** of GST, and are net, non-commissionable. All taxes subject to change.
- All rates based on availability.
- Complimentary High Speed Internet Access in all guestrooms

**Room Allotments**

Single, Double, Triple, and Quad occupancy are subject to restrictions and based on availability. We appreciate your submission of bed-type requests. Every effort will be made to accommodate these requests, based on availability.

**Tariff/Brochure Publication**

In compliance with laws on packaged travel, Delta Hotels has a responsibility to consumers to ensure that description of our product and service is accurate in all material respects. In order to comply with this directive, we request that you submit all printed descriptive and or advertising copy pertaining to Delta Hotels to us for review, no later than 30 days prior to publication. We will follow up with you directly. We request that the hotel be featured with a hotel photograph whenever possible, with the name featured with our corporate identification, e.g. Delta Grand Okanagan Resort and Conference Centre, Delta Hotels.

BC Golf Guide shall submit all printed descriptive and /or advertising copy pertaining to the Hotel or Delta for review, no later than 14 days prior to printing or publication. Either the Hotel or a representative of Delta will follow up with BC Golf Guide directly if any changes are required. BC Golf Guide agrees to list the Hotel in its brochure and include a colour photo when possible. The Hotel will provide exterior and room interior slides for brochure upon request.

**Check-In/ Check-Out Time**

Check in: 4:00pm; Check out: 11:00am. Should a guest/group plan to arrive at the hotel prior to 4:00pm, please include this information on the rooming list or at the time of booking. Every effort will be made to accommodate early arrivals based on availability however room type cannot be guaranteed.

**Hotel Parking**

For your convenience the Delta Grand Okanagan Resort and Conference Centre offers a self-service, three-level, Impark Parking Lot for \$16.00 per day or valet parking for \$20.00 per day. Parking charges are subject to change.

## F.I.T PROCEDURES

### F.I.T Agreements

F.I.T agreements are renewed on a yearly basis. Should you wish to maintain an agreement with Delta Hotels, we require a signed copy of this agreement prior to the commencement of the program, a copy of your 2014 brochure or catalogue, and a sample copy of the voucher that your customers will present. As F.I.T rates are based on a written agreement, they are not quoted at the time of reserving, and will be applied by each hotel.

For the purpose of this contract, where applicable, F.I.T refers to a patron who has purchased an accommodation package from BC Golf Guide.

### Reservations for F.I.T Bookings: (nine rooms or less)

All reservation requests should be sent to:

Delta Grand Okanagan Resort and Conference Centre  
Isabelle Courchesne (In-House Reservations Supervisor)

Phone: 250-868-5628

Fax Number: 250-868-5685

Email Address: [dgo.reserve@deltahotels.com](mailto:dgo.reserve@deltahotels.com)

### Reservations for Group requests (ten rooms or more)

Maureen Posch

Sales Manager

Phone: 604-599-5054

Fax Number: 250-868-5605

Email Address: [maureen.posch@deltahotels.com](mailto:maureen.posch@deltahotels.com)

### Family Plan

Children 18 years old and under may stay at no extra charge in their parents' room (excluding meals) in room categories accommodating more than 2 persons. Where two rooms are required to accommodate a family, the Single Occupancy rate will be charged for each room (plus meals and service charges where applicable).

### Dining

Breakfast prices: \$20.57 per person, plus taxes and gratuity (\$24.84 inclusive)

Taxes and prices subject to change.

F.I.T guests should confirm their dining reservations 7 days in advance. Children under the age of 6 eat free when accompanied by their parents, and children ages 7 to 12 years can either eat from the children's menu at regular pricing, or eat off the regular menu for half price.

### Luggage Handling

Luggage handling is \$6.50 per person, plus taxes currently 5% GST subject to change round trip (\$6.82 all inclusive).

### Incidental Charges

A credit card imprint shall be requested at time of check in, in order for the guest to charge incidentals to his room account. Without such a credit card imprint, Delta Grand Okanagan Resort and Conference Centre will not extend billing privileges to the guest.

Gratuities/service charges and taxes are applicable to all F.I.T reservations. Tour operators will be responsible for the payment of gratuities and should include all charges when costing their packages.

## CANCELLATION POLICY

### F.I.T Cancellations

#### High season (May 12- August 31, 2014)

Cancellation must be received in writing 72 hours prior to arrival and confirmed back by the hotel in writing or the first night's room charges will be charged to your company.

#### Low Season Cancellation (May 1-11, 2014, Sept 1, 2014- Apr. 30, 2015)

Cancellation must be received in writing by 4:00pm prior to arrival and confirmed back by the hotel in writing or the first night's room charges will be charged to your company.

### NO SHOWS

For no shows, that is guests who without prior cancellation fail to arrive at the Hotel, BC Golf Guide must reimburse the hotel's loss, up to a maximum of one night's accommodation.

### DISTRIBUTION CHANNELS

The Hotel may notify BC Golf Guide in writing that it reasonably believes that the nature, quality, or character of distribution channels of the rooms used by BC Golf Guide or its affiliates is harmful to the reputation and business of the Hotel or Delta Hotels. Within fifteen (15) days of receipt of such notice, BC Golf Guide shall remove the Hotel's inventory from said distribution channel or other materials or collateral in accordance with the Hotel's instructions.

### FORCE MAJEURE

If the Agreement becomes impossible to perform by either party due to acts of God, war, government regulations, disaster, strikes, civil disorder, curtailment of transportation facilities, or other emergencies making it illegal or impossible to provide the rooms, the Party affected shall notify the other Party immediately and the non-performing Party shall be excused from any further performance of its obligations (other than non-payment of monies) for the duration of such event provided that the reason for said termination is in effect in Kelowna or the immediate surrounding area.

### TERMINATION

If either party materially breaches the Contract, the other party may terminate the Contract on 30 days written notice, provided that the party at fault will have had 15 days to cure such breach, after having received written notice to do so.

### INDEMNITY

BC Golf Guide shall indemnify and hold the Hotel and any of its parents, subsidiaries, affiliates, officers, directors, employees, agents and representatives forever harmless from, and against, any and all personal injury, property damage, loss, liability or claim of liability, expenses, fines and penalties including reasonable legal fees caused by: a) a material breach of this Agreement by BC Golf Guide its agents, employees or representatives or b) any negligent act, error or omission by BC Golf Guide, its agents, employees or representatives.

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This indemnification provision shall survive the termination or expiration of the Agreement.

#### **PAYMENT**

Prepayment is required 14 days prior to arrival date. In the event that prepayment is not received, full payment will be requested from the guest/escort at the time of arrival.

#### **TAXES**

Currently all guest room rates are subject to the following taxes:

1) GST	5%
2) PST	8%
3) Municipal Tax	2%

Currently the Food and Beverage and service charges are subject to the following taxes:

1) Food	5 % Goods and Service Tax
2) Liquor	5 % GST and 10% Provincial Liquor Tax
3) Gratuity	5 % Goods and Service Tax

Please note that the above taxes are subject to change.

#### **Foreign Currency**

Deposit and final payment funds will be converted to Canadian dollars based on the hotel's current rate of exchange at the time of receipt.

## ACCEPTANCE

To confirm the arrangements on a definite basis, we require a signed copy of this agreement to be received by us no later than **October 24, 2013** in order to guarantee your space and/or rate. After you have had an opportunity to review and approve this agreement, please sign and return the additional enclosed copy directly to me via fax at 250-868-5605. We look forward to working with you and welcoming your guests to the Delta Grand Okanagan Resort and Conference Centre.

On behalf of the Delta Grand Okanagan  
Resort and Conference Centre:

Signature \_\_\_\_\_

Name: Mauren Posch

Title: Sales Manager

Date:

On behalf of BC Golf Guide:

Signature \_\_\_\_\_

Name: Ross Marrington

Title:

President

Date:

Oct 17/2013.

*Written acceptance constitutes a binding agreement between BC Golf Guide and the Hotel therefore, this document must be signed by a representative authorized to commit such arrangements on behalf of BC Golf Guide.*