



**DELTA WHISTLER VILLAGE SUITES**  
4308 Main Street, Whistler, BC, V0N 1B4  
**2015 SUMMER F.I.T SPACE AVAILABLE CONTRACT**  
**BC Golf Guide**  
C/O Ross Harrington  
152 Woodridge Road  
Kelowna BC V1W 3B4

Tel: [250-764-0700](tel:250-764-0700), Toll Free: 1877 223-7226, Email: [Ross@bcgolfguide.com](mailto:Ross@bcgolfguide.com)

Dear Ross,

**Thank you for your interest in the Delta Whistler Village Suites in 2015.** 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 **1-604-938-6508**.

**Tour Rates Eligibility:**

Net tour rates are extended to those licensed, wholesale tour operators who feature the specific hotel(s) in a published brochure or catalogue. All room rates are net, non commissionable and will be based on the European Plan (no meals) unless otherwise specified.

**BC GOLF GUIDE Rates are as follows:**

Mode ROOM		Maximum 2 pax		
Season	<u>Single</u>	<u>Double</u>	<u>Triple</u>	<u>Quad</u>
May 1 – June 6, 2015	\$115.00	\$115.00	N/A	N/A
June 7– September 7, 2015	\$118.00	\$118.00	N/A	N/A
September 8 – November 20, 2015	\$115.00	\$115.00	N/A	N/A

Mode - ONE BEDROOM				
Season	<u>Single</u>	<u>Double</u>	<u>Triple</u>	<u>Quad</u>
May 1 – June 6, 2015	\$125.00	\$125.00	\$145.00	\$165.00
June 7– September 7, 2015	\$138.00	\$138.00	\$148.00	\$168.00
May 1 – June 6, 2015	\$125.00	\$125.00	\$145.00	\$165.00

Mode – TWO BEDROOM				
Season	<u>Single</u>	<u>Double</u>	<u>Triple</u>	<u>Quad</u>
May 1 – June 6, 2015	\$206.00	\$206.00	\$206.00	\$206.00
June 7– September 7, 2015	\$213.00	\$213.00	\$213.00	\$213.00
September 8 – November 20, 2015	\$206.00	\$206.00	\$206.00	\$206.00

Please note: *There is a two (2) night minimum in effect in July and August on Friday and Saturday nights only.*

- Please note that these rates are quoted in Canadian funds and are **EXCLUSIVE** of both **8% PST, 5% GST** and **2% Municipal Tax (15%)**. **All rates are per night** and are net, non-commissionable. Taxes are subject to change.
- **Reservations are subject to availability, current minimum night stays, and are accepted at the hotel's discretion.**
- Group rates (7 rooms or more constitutes a group) are based on availability, and will be negotiated on a per group basis, dependant on hotel availability, size of group and the length of stay.
- Cots (roll a away beds) are available in one and two bedroom suites at a charge of \$15.00 + 5% GST, per night. Please arrange prior to arrival.
- Parking is available underground at \$30.00/ night, Valet parking available at \$34.00/day
- COMPLIMENTARY INTERNET

**Blackout dates:**

The following dates are blacked out for sale in summer 2015 due to large resort wide events being held in Whistler or Corporate buyout at Hotel:

*June 19 & 20, 2015  
July 23, 24, 25, 26, 27, 2015  
September 5, 2015  
October 16 & 17, 2015*

**Bed Type Requests:**

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, ie. Delta Whistler Village Suites or Delta Hotels

**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.

**Room Descriptions: NEWLY RENOVATED**

The Delta Whistler Village Suites has received a fresh new look. The new guestroom is inspired by the Canadian landscape, with fresh and modern color palettes. The rooms balance functionality and adaptability – as exemplified by the new SmartDesk™, a fully-wired, multi-purpose area that provides guests with built-in power and connectivity dock, and links from your laptop and mobile devices to the flat screen high definition TV

**Mode Room (Max Occupancy: 2 people):**

Features one queen bed, a colour TV with **SmartDesk™**, convenience kitchen with mini-fridge, microwave and coffee maker, hairdryers and On Command movies and games.

**Mode - One Bedroom Suite (Max Occupancy: 4 people):**

Features a separate bedroom with a king bed or 2 twin beds, or a queen bed and TV. The separate living room offers a balcony, a double pull out sofa bed, full kitchen with dishwasher, oven, refrigerator, microwave and coffee maker; dining area, fireplace, full bathroom, washer/dryer, colour TV with remote and **SmartDesk™**, On Command movies and games.

**Mode - Two Bedroom Suite (Max Occupancy: 6 people):**

Features a master bedroom with a queen bed and TV. The second bedroom has either two twin beds or a queen bed and TV and convenience kitchen. The separate living room offers a balcony, a double pull out sofa bed, full kitchen with dishwasher, oven, refrigerator, microwave and coffee maker; dining area, fireplace, 2 full bathrooms, washer/dryer and dryer, colour TV with remote, **SmartDesk™**, On Command movies and games.

**Early Bird Booking Incentive**

**Valid: May 1 – November 20, 2015**

**FIT** Reservations made prior **to February 28, 2015** will receive the value add offer of **10% off** of the negotiated net rates as outlined on page 1 of this document.

**To qualify:**

- A booking report of reservations made to date (including guest names and travel dates) must be provided to the Delta Whistler Village Suites on **February 28, 2015**. \_\_\_\_\_ initial
- This offer is conditional on its presentation as a consumer benefit under the Delta Whistler Village Suites section of the BC GOLF GUIDE website/Brochure. \_\_\_\_\_ initial
- This offer is not combinable with any other offer from the hotel unless prior arrangements are confirmed the Delta Whistler Village Suites. \_\_\_\_\_ initial

**FIT 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 2015 brochure or catalogue, and a sample copy of the voucher that your customers will present. As FIT rates are based on a written agreement, they are not quoted at the time of reserving, and will be applied by each hotel.

***NOTE: 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 (six rooms or less), must be sent to:**

Delta Whistler Village Suites  
Daljit Sekton  
Tour and Travel Coordinator  
Phone: 1-604-938-6510  
Fax: 1-604-938-6335  
Email: [DWV.Tour@deltahotels.com](mailto:DWV.Tour@deltahotels.com)

**Group reservations requests (seven rooms or more), must be sent to:**

Delta Whistler Village Suites  
Heather Vacirca, Tour and Travel Sales Manager  
Phone: 1-604-938-6508  
Fax: 1-604-938-6335  
Email: [hvacirca@deltahotels.com](mailto:hvacirca@deltahotels.com)

**Luggage Handling:**

Luggage handling is **\$8.40** per person, round trip all-inclusive.

Required: \_\_\_\_\_Yes \_\_\_\_\_No

Luggage Handling will be posted to the Master Account:

\_\_\_\_\_Initials.

Porterage charges will automatically be applied to groups of 7 rooms or more.

**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.)

**F.I.T. Incidental Charges:**

A credit card shall be requested at time of check-in, and pre-authorization of **\$50.00/night** will be taken in order for the guest to charge incidentals to his room account. Without such a credit card authorization, The Delta Whistler Village Suites will not extend billing privileges to the guest.

**Meal Arrangements:**

We would be delighted to assist you in making the necessary meal arrangements should book a group (seven rooms or more) at the Delta Whistler Village Suites. Please note that all meal requests must be confirmed 14 days prior to arrival. NOTE: Group meals can be accommodated in one of the onsite banquet facilities. Catering menus are available upon request.

**Delta Privilege:**

Employees of BC GOLF GUIDE who are staying at Delta Whistler Village Suites with an escorted tour are not eligible to receive the benefits associated with the Delta Privilege program. Any stays at the Net Tour Rate will not be counted toward the frequency needed to earn a higher status within the program. Employees include tour escorts, group leaders, bus drivers and any other party identified by Delta Whistler Village Suites and or BC GOLF GUIDE

## ONWARD DISTRIBUTION

Onward Distribution - The offering or distribution of Wholesale Rates or any other data or information provided by Delta Whistler Village Suites to any other entity for sale directly to consumer via Internet or any other online distribution channel, is expressly forbidden, except as Wholesaler shall notify Delta Whistler Village Suites and Delta Whistler Village Suites shall approve such re-distribution in writing.

## PAYMENT PROCEDURE

### F.I.T:

Prepayment is required in full 14 days prior to arrival date unless the hotel has approved billing BC Golf Guide. In the event that prepayment is not received, full payment will be requested from the guest/escort at the time of arrival.

### Credit Card Payments:

With your best interest and security in mind, Delta Hotels and Resorts has created a "SECURE BILLING PORTAL" on [deltahotels.com](http://deltahotels.com) for the purposes of F.I.T, group and event billing being paid by credit card. Clients are directed to this page that securely encrypts and transmits the payee's credit card information. The payee's data will not be compromised. When a credit card number is entered on this page, it is securely transmitted to the hotel and processed accordingly. No more faxing or emailing credit card information will be accepted. Please go to the secure billing page when you are sending a payment:

<https://www.deltahotels.com/securebilling>

### Taxes:

15% taxes are applicable to all reservations. *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.

## CANCELLATION POLICY

### F.I.T:

Cancellations must be sent by email to [dvw.tour@deltahotels.com](mailto:dvw.tour@deltahotels.com) or faxed to **604 938 6335**. All cancellation will be confirmed by email or returned fax with a cancellation number.

Cancellations within 7 days of arrival will be subject to a penalty of 1 night room and tax.

### No Shows:

**For no shows, that are guests who without prior cancellation fail to arrive at the Hotel, BC GOLF GUIDE must reimburse the hotel's loss, for the entire duration of the stay.**

### Distribution Channels:

The Delta Whistler Village Suites 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 Delta Whistler Village Suites 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 Whistler 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.

**INSURANCE:**

Each of us agrees to carry, and upon demand to provide evidence of, a sufficient amount of insurance to provide coverage for any liabilities arising out of or resulting from our respective obligations pursuant to this Contract. The requirement for an insurance certificate will be communicated if necessary.

**MISCELLANEOUS PROVISIONS:**

This Contract is made and will be performed in Whistler, BC, and shall be governed by and construed in accordance with British Columbia law, excluding its conflict of law rules. By executing this Contract, you consent to the exercise of personal jurisdiction over it by, and venue in, the courts of the Province of BC. Any legal action in connection with this Contract shall be brought and maintained only in the courts of the province of BC, and only in Canada. In the event of litigation arising from or associated with this Contract, we agree that the prevailing party shall recover its attorney's fees and any costs incurred. Should collection action become necessary, in the sole discretion of the hotel, all costs associated with that collection action, including attorney's fees, will be posted to the partners account.

**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.

The Hotel shall indemnify and hold the BC GOLF GUIDE 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 including reasonable legal fees caused by:

- a) Any material breach of the Agreement by Hotel, its agents, employees or representatives, or
- b) Any negligent act, error or omission by Hotel, its agents, employees or representatives.

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

**HOTEL CONSTRUCTION AND/OR RENOVATIONS**

We shall promptly notify you of any material construction or material remodelling to be performed in our hotel within 180 days prior to the agreed upon program dates. We shall use best efforts to ensure that any construction or remodelling will not materially interfere with your group's use of the hotel. In the event of any material interference, we shall assist in locating alternate hotel accommodations at comparable or better facilities at a comparable price, wherever possible.

**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 **August 30<sup>th</sup>, 2014** 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. We look forward to working with you and welcoming your guests to the **Delta Whistler Village Suites**.

**On behalf of the Hotel:**

**On behalf of BC GOLF GUIDE:**

**Signature:**

**Signature:**

**Name: Heather Vacirca**

**Name: Ross Harrington**

**Title: Tour and Travel Sales Manager**

**Title: Director**

**Date:**

**Date:**

*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.*