



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



## **2015 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".

**September 29, 2014**

Dear Ross,

Thank you for your continuous support of the Delta Grand Okanagan Resort for the year 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 604-599-5054 and fax number is 250-868-5605.

### **Tour Rates Eligibility:**

Rates are applicable for **May 1, 2015 to April 30, 2016** 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.

## **2015 RATES**

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

ModeRoom Category...

Season	Single	Double	Triple	Quad
May 1, 2015 – June 30, 2015	\$225.00	\$225.00	\$250.00	\$275.00
July 1, 2015- August 30, 2015	\$245.00	\$245.00	\$270.00	\$295.00
September 1-30, 2015	\$225.00	\$225.00	\$250.00	\$275.00
October 1, 2015- April 30, 2016	\$119.00	\$119.00	\$144.00	\$169.00

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

ModeRoom Category...

Season	Single	Double	Triple	Quad
May 1, 2015 – June 30, 2015	\$209.00	\$209.00	\$234.00	\$259.00
July 1, 2015- August 30, 2015	\$229.00	\$229.00	\$254.00	\$279.00
September 1-30, 2015	\$209.00	\$209.00	\$234.00	\$259.00
October 1, 2015- April 30, 2016	\$119.00	\$119.00	\$144.00	\$169.00

- 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
- Please note this hotel is 100% non-smoking, if fail to obey these terms a smoking charge will apply.

### **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. We request that the hotel be featured with hotel photograph whenever possible, with the name featured with our corporate identification, e.g. Delta Grand Okanagan Resort and Conference Centre, Delta Hotels. We request that the Travel Company make every effort to ensure all information published about Delta Hotels in your Tariff/ Brochure is both current and accurate. We would be willing to proof this information for you, if required

### **Group Accommodation Requirements**

Please note a separate contract will be provided for a group booking.

## **F.I.T & Group Policies & Procedures**

### **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 \$18.00 per day or valet parking for \$22.00 per day. Parking charges are subject to change.

### **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 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.

### **Reservation Procedures:**

#### **Group Reservations (ten rooms or more)**

All reservation requests should be sent to:  
Delta Grand Okanagan Resort and Conference Centre

**Maureen Posch**

**Sales Manager**

**Phone: 604-599-5054**

**Fax Number: 250-868-5605**

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

#### **F.I.T Reservations: (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)**

### **Group Rooming List Procedures**

We require a tour status report, advising room requirements 30 days prior to arrival. The final rooming list is required no later than 14 days prior to arrival, and should include the name of the Tour Director and Driver. Upon receipt of your rooming list, guestrooms not assigned a name (TBA's are not accepted) will be released for general sale by the hotel. Rooming lists are to be faxed to **250-868-5605**. A complete itinerary of the tour schedule including hotel arrival & departure times should accompany the final rooming list. This will enable us to contact the escort should the need arise.

### **Status Report**

Sixty (60) days prior to arrival, **Delta Grand Okanagan Resort and Conference Centre** will again review the room block. Should the room block pick-up be less than sixty percent (60%) of the contracted room block, the Hotel reserves the right to reduce the unused block up to twenty-five percent (25%), based upon mutual agreement, without penalty to **BC Golf Guide**.

Forty-five (45) days prior to arrival, to arrival, **Delta Grand Okanagan Resort and Conference Centre** will again review the room block. Should the room block pick-up be less than eighty percent (80%) of the contracted room block, the Hotel reserves the right to reduce the unused block up to twenty-five percent (25%), based upon mutual agreement, without penalty to **BC Golf Guide**.

### **Late Bus Arrival**

As indicated in the Group Rooming List Procedures, 14 days prior to arrival the bus arrival time must be indicated. On the day of arrival, it is the responsibility of the Tour Escort to keep the hotel informed should the arrival time change. This will prevent rooms from being moved, sold or listed as no shows and luggage service levels to be carried out in a timely manner.

### **Additional Accommodation**

Any rooms over and above the original confirmed block & rates are to be arranged directly with Hotel and will be confirmed on availability. The names of the passengers and the tour in question must be indicated at the time of request.

### **Luggage Handling**

Luggage handling is **\$6.98** per person, round trip all inclusive. This is a mandatory charge for groups of 10 or more rooms.

### **Family Plan**

Children 17 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 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.

### **Group Incidental Charges**

As we do not have the addresses of our tour patrons, it is the policy of Delta Hotels that the tour escorts assist in the collection of incidental charges prior to departure. Guests will be required to leave a credit card imprint with the Front Desk before signing privileges on incidentals will be extended - unless a master account is established and all charges are guaranteed by the Tour Operator.

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

### **Food & Beverage Policies**

We offer one complimentary meal for prearranged group meals with a minimum of 20 meals purchased. Children under the age of 6 eat free from the children's menu 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.

### **Dining**

Dinner prices: \$50.00 per person, plus taxes and gratuity (\$60.37 inclusive)

Breakfast prices: \$22.00 per person, plus taxes and gratuity (\$26.57 inclusive)

Taxes and prices subject to change.

Cancellation for meal arrangements must be received 7 days prior to the arrival or 100% of the contracted revenue will be charged.

Group dining reservations should be made at least 30 days in advance with the hotel's Dining room or Banquet Department through the Catering Office. Arrangements should be reconfirmed 7 days prior to the arrival.

FIT guests should confirm their dining reservations 7 days in advance.

## **PAYMENT PROCEDURE**

Group payment policies- will be advised on group contract

Prepayment is required for FIT bookings 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.

## **CANCELLATION POLICY**

### **F.I.T Cancellations**

#### **High Season Cancellation (Guest staying at hotel from May 11, 2015 - September 6, 2015)**

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 (Guest staying at hotel from September 7, 2015 – April 30, 2016)**

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.

### **Group Cancellations**

In the event of a cancellation of a tour or **room block reduction**, each hotel is to be notified in writing, 30 days prior to arrival or the following charges will apply:

- For rooms cancelled 29-14 days prior to arrival, 50% of the value of the contracted rooms will apply.
- For rooms cancelled 13-0 days prior to arrival, 100% of the value of the contracted rooms will apply.

### **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 for 100% of contracted room revenue.

## **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.

## **RATE AND INVENTORY DISTRIBUTION**

### **To Travel company:**

These rates cannot be posted or published or made available to third party internet sites, corporate travel and conferences or incentive groups. Distribution or exposure of net rates will allow the hotel to immediately terminate the agreement.

### **Partners and affiliates of Travel Company:**

At the time of annual contracting, Delta Hotels requires the list of all third party partners and their distribution method (online or offline), that are distributing Delta Hotels' rates and inventory on behalf of the Travel company.

Delta Hotels must be notified of any additional partners throughout the year. Delta Hotels reserves the right to decline the distribution of its product through any sub agents that does not respect the outlined agreement between Travel Company and Delta Hotels.

### **Targeting Delta Brand Keyword:**

Delta Hotels does not approve any targeted advertising using Delta Hotels Branded Keywords or Delta Hotels Specific Branded Keywords on any search engine where Delta Hotels has already established a presence either organic or through paid search. **Delta Hotels Branded Keywords** include any word or term using any of Delta Hotels' brand names or trademarks (including "Delta ", "Delta Hotels" and "Delta Hotels and Resorts") and **Hotel Specific Branded Keywords** include the names and trademarks associated with any of Delta's managed and franchised hotel properties (for example, "Delta Toronto Hotel", " Delta Montreal " or "Delta Victoria Resort".)

## **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 facilities, this agreement may be terminated for any one or more of such reasons by written notice from one party to the other provided that the reason for said termination is in effect in Kelowna or the immediate surrounding area and is in effect within 7 days prior to the arrival of the group.

## **INDEMNIFICATION**

You shall indemnify and hold us our parent companies, subsidiaries, affiliates and their respective 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 arising out of our relating to any wrongful or negligent act, error or omission by you, your guests, invitees, agents, delegates or representatives, except to the extent attributable to our negligence.

We shall indemnify and hold you, your parent companies, subsidiaries, affiliates and their respective 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 arising out of or relating to any wrongful or negligent act, error or omission by us, our employees or representatives, except to the extent attributable to the Group's or its guests', invitees', agents', delegates' or representatives negligence.

This indemnification provision shall survive the termination or expiration of this agreement.

## **INSURANCE**

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

## **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 **October 9, 2014** in order to guarantee your space and/or rate based on availability. 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:**

On behalf of **BC Golf Guide:**

Signature

Signature

Name: Maureen Posch

Name: Ross Marrington

Title: Sales Manager

Title: Executive 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.*