



## **2015-16 Group & F.I.T. Rates & Policies Contract**

September 22, 2015:

**Mr. Danny Leitch**  
**BC Golf Guide**  
**519-800-3701**  
[danny@bcgolfguide.com](mailto:danny@bcgolfguide.com)

This Static Rate Wholesale Agreement (the “**Agreement**”) is entered into by and between **BC Golf Guide** and **The Rimrock Resort Hotel**. For ease of reference, The Rimrock Resort Hotel will be referred to as the “**Hotel**”; **BC Golf Guide** shall be referred to as the “**Travel Company**”; and The Rimrock Resort Hotel, as the context requires, will be referred to as Rimrock.” Travel Company and Hotel are each also referred to as a “**Party**” or together the “**Parties**.” The Agreement commences on the date of the last party’s signature (the “**Effective Date**”).

### **I. TERM**

This Agreement begins on the Effective Date and continues for one year, unless earlier terminated. Thereafter, the Rimrock will provide a new contract.

### **II. SCOPE**

**FIT** This Agreement sets forth the terms and conditions under which the Hotel will make available to Travel Company rooms for distribution (“**Rooms**”) to guests, travel agents, tour operators and wholesalers through both offline and online distribution channels. This Agreement applies to **FIT**, those individual guests who have purchased accommodations or accommodation packages from the Travel Company which are **3 rooms** or less. Any numbers above that should be covered under a Tour Group Agreement. Travel Company represents and warrants that it is a licensed travel company and shall remain properly licensed throughout the Agreement.

**TOUR** This Agreement sets forth the terms and conditions under which the Hotel will make available to Travel Company rooms for distribution (“**Rooms**”) to guests, travel agents, tour operators and wholesalers through both offline and online distribution channels. This Agreement applies to **TOUR**, those group or individual guests who have purchased accommodations or accommodation packages from the Travel Company which are 4 rooms or more. Any requests below 4 rooms should be covered under a FIT Agreement. Travel Company represents and warrants that it is a licensed travel company and shall remain properly licensed throughout the Agreement.

### **III. DEFINITIONS**

For the purposes of this Agreement:

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**“Distribution Partners”** means those non-retail third-parties to whom Travel Company may distribute Rooms in accordance with the terms and conditions of this Agreement. For example, Distribution Partners may be on-line or offline or receptive or non-receptive tour operators, wholesalers, and travel aggregators.

**“Travel Package”** means a combination of a Room with at least one other travel-related component with a common or closely related commencement date consumed by a single guest or multiple guests and which are displayed as a single price and presented to the guest as a single billing item. Components may include an airline ticket, an overnight cruise or a cultural activity.

#### **IV. RATES**

##### **A. GENERALLY**

Rates are attached as Schedule A (**“Rates.”**) These Rates shall apply to reservations booked in 2015. New Rates will be provided in writing as an amendment to the Agreement at the beginning of each new season during the Term.

##### **B. SERVICE CHARGE**

There is an additional service charge per person, per night to cover baggage handling and housekeeping services. There is no service charge for children who stay with parents or guardian in the same room.

Summer (May 1 - October 31): \$8.00 + G.S.T. per person, per night

Winter (November 1 - April 30): \$4.00 + G.S.T. per person, per night

##### **C. ADDITIONAL RATE DETAILS**

- Rates are in Canadian funds, net, non-commissionable.
- Totaling 11.18% - GST of 5%, The Provincial Tourism Levy of 4% & 2% BLLT Tourism Improvement Fee apply to the total of the room rate.
- Please note that all Government taxes, levies and fees are out of our control and are subject to change without notice.
- All rates are based on single or double occupancy for EP (no meals, accommodation only). Triple and quad accommodation is available for an additional \$25.00 per person, per day, plus applicable taxes, levies and service charges.
- Rollaway cots are available for \$25.00 per night, plus applicable taxes, levies.
- Rates for Rooms include the Travel Company's allotment, if Travel Company is receiving an allotment. All Rates are quoted in Canadian Currency.
- Reservations will be accepted from the Travel Company on a space available basis only.

##### **D. RATE RESTRICTIONS AND CONFIDENTIALITY**

1. Rates are strictly confidential. Travel Company shall, and shall ensure that all Distribution Partners, offer and distribute Rooms in a way that does not directly or indirectly expose or disclose such Rates to guests or any third-party. Further, Travel Company shall not, and shall ensure that each Distribution Partner does not, disclose the rate for any individual component of a Travel Package or market individual, unbundled components thereof. Travel Company's violation of this Section will entitle Hotel to immediately terminate this Agreement. In addition, if any Distribution Partner violates this Section, Hotel may, at its option,

(w) immediately terminate this Agreement; (x) request that Travel Company immediately and temporarily cease distribution of Rooms via that Distribution Partner until the violation is remedied or (y) request that Travel Company immediately and permanently cease distribution of Rooms via that Distribution Partner or (z) request that Travel Company pay the difference between the rate offered to the client and the rack rate offered by the Hotel on the date in question.

2. Travel Company must offer and distribute all Rooms at a markup from the Rate.

3. Travel Company shall ensure that all mandatory fees and charges and all selected optional fees and charges and the obligation to pay such charges are (a) included in any Travel Package rate provided by Travel Company to guests or any Distribution Partner or (b) otherwise clearly and conspicuously disclosed to Hotel guests prior to booking.

4. Travel Company's failure to fulfill its obligations under this Section shall constitute a material breach of this Agreement.

## **VI. BOOKINGS, CANCELLATIONS AND AMENDMENTS:**

**FIT** Type A. Reservations may be made, as applicable, directly through the Hotel reservations office via the electronic mail address set forth below, through central reservations or via extranet or direct connection, as applicable. As the Rates are based on this Agreement, they will not be quoted at the time of reservation to the Hotel.

**TOUR** Type A. Rooming lists must be provided, as applicable, directly through the Hotel reservations office via the electronic mail address set forth below. As the Rates are based on this Agreement, they will not be quoted at the time of reservation to the Hotel.

**TOUR** Type B. Rooming lists must be provided for all rooms held in allotment in accordance with and at each interval identified below. Rooming Lists must contain, at a minimum, the name of each guest, arrival and departure dates of each guest, room category, package name / promotion / meal plan (if applicable), and name of Hotel.

**FIT** Type B. Hotel's cancellation policy is set forth in Schedule A. Travel Company shall immediately notify Hotel in writing upon receipt of a request to cancel a guaranteed reservation, which notification shall contain the information set forth in Section (VI)(A). Travel Company shall be solely responsible for accepting cancellation requests for Rooms and Hotel shall refer all guests who contact Hotel for that purpose to Travel Company.

C. Travel Company shall immediately notify Hotel in writing upon receipt of a request to amend a reservation, which notification shall contain the information set forth in Section (VI)(A) and the requested change. Hotel shall make every effort to accommodate such changes, but does not guarantee they will be made.

D. For no shows on guaranteed reservations, Travel Company must still pay Hotel for the full cost of the reserved stay.

E. If a guest wishes to extend a stay beyond that booked through Travel Company, the guest shall negotiate rate and make payment directly to Hotel, as applicable and subject to

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availability. Travel Company shall not be entitled to receive compensation for any such extended stay.

## **VII. PLEDGE RELOCATE POLICY**

In the event the Hotel does not honour all guaranteed reservations to the Travel Company, then the Hotel shall at its own expense, secure comparable accommodations and provide, at its own expense, transportation to/from such accommodation. This shall apply to each reservation (two nights maximum) for which rooms are not provided and guests must be housed elsewhere.

In the event the Hotel experiences extraordinary pressure in our inventory we reserve the right to request assistance from the Travel Company in exploring options including changes in itineraries where on occasion it becomes necessary.

## **VIII. PAYMENT AND BILLING**

A. For each Room sold through Travel Company, the Hotel shall be due and Travel Company shall remit an amount equal to the applicable Rate, plus all mandatory fees and charges, applicable taxes and any optional fees and charges selected by Travel Company in Schedule A (together, the “**Applicable Rate**”) multiplied by the number of Room nights in the applicable reservation.

### **B. Deposit & Pre-Payment**

**FIT** We will require a full prepayment no less than 30 days prior to guest arrival for F.I.T. bookings. For bookings made within 30 days of arrival, full prepayment is due with the signed contract. Failure to meet these deposit & payment conditions will result in the automatic release of space. Deposit and payment conditions for the 2015-16 season are subject to review by our Accounting Department at the conclusion of the 2015-16 season.

**TOUR** A deposit of 10% of the total estimated invoice is due within 30 days of the booking. An additional 25% is due 60 days prior to arrival and the remaining balance is to be fully prepaid 30 days prior to arrival. All deposits are non-refundable. Deposit and payment conditions for the 2015-16 season are subject to review by our Accounting Department at the conclusion of the 2015-16 season.

### **C. Incidental Charges**

In order to obtain room-billing privileges, the tour escort or individual client must provide a credit card imprint. It is a duty of the tour escort to assist in the collection of incidental charges prior to departure. Outstanding balances will be directly applied to the credit card. If the tour escort is unable to produce a credit card at check-in, then the late incidental charges will be billed to the tour company.

## **X. LIMITATIONS ON DISTRIBUTION**

A. In addition to those other limitations set forth herein, the Hotel may, in its sole discretion, limit or prohibit Travel Company’s distribution of Rooms through any Distribution Partner that:

1. Is not qualified to use Rooms, or;

2. Engages in practices that the Hotel determines may expose the Hotel or its parent companies, subsidiaries or affiliates to liability or a loss of good will or reputation.

B. Travel Company acknowledges and agrees that it is solely responsible for, and shall take whatever steps necessary to ensure, the prompt and proper performance of the terms and conditions of this Agreement by any Distribution Partner and remains liable for violations of this Agreement by any Distribution Partner.

C. In the event of a violation of this Section, the Hotel may terminate immediately this Agreement and seek all available remedies at law or equity. Travel Company acknowledges and agrees that a violation of this Section would cause irreparable harm to the Hotel or its parent companies, subsidiaries or affiliates and that the Hotel shall be entitled to seek immediate injunctive relief preventing the continued offer, distribution or sale of Rooms in violation of this Agreement.

## **XI. INDEMNITY**

A. Travel Company shall indemnify the Hotel and hold and any of its parents, subsidiaries, affiliates, officers, directors, employees, agents and representatives (“**Hotel Indemnitees**”) 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 (together, “**Claims**”) caused by, arising from or relating to: a) a material breach of this Agreement by Travel Company, its agents, employees or representatives; b) any negligent act, error or omission by Travel Company, any Distribution Partner, or its or their willful misconduct; c) the infringement, misappropriation or violation of any intellectual property or privacy right of any Travel Company Materials, or any other service, product or advertising of Travel Company or any Distribution Partner; d) the collection, maintenance storage or use of Hotel guests’ personally identifiable information by Travel Company or Distribution Partners, including, without limitation, Travel Company or Distribution Partners’ failure to comply with its or their respective Privacy Policies (as defined below); e) Travel Company’s or any Distribution Partner’s failure to comply with applicable laws and f) Travel Company or any Distribution Partner’s disclosure of Rates.

B. The Hotel shall indemnify and hold the Travel Company 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 the Hotel, its agents, employees or representatives, or b) any negligent act, error or omission by the Hotel, its agents, employees or representatives.

## **XII. MARKETING AND INTELLECTUAL PROPERTY**

A. Travel Company shall feature the Hotel (a) in a published brochure or tariff, including a colour photo of the Hotel, if Travel Company does not distribute Rooms via the Internet or (b) on all websites where Travel Company sells or otherwise distributes hotel rooms, packages and other travel-related services to the general public or, if applicable, Distribution Partners (collectively, the “**Travel Company Sites**”). All materials described in this section, including the Travel Company Sites, are referred to as the “**Travel Company Materials**.”

B. Travel Company is granted a limited, royalty-free, revocable, non-transferable (except as provided herein) license to display the trademarks, trade names, and logos (“**Marks**”), as well as any images, photographs, text and other intellectual property of the Hotel (together with the Hotel Marks, the “**Hotel Intellectual Property**”) solely as provided or approved by Hotel and only for promoting, marketing and booking Rooms. This Agreement does not convey to Travel Company any right, title or interest in the Hotel Intellectual Property. The Hotel or its licensors retain all right, title and interest in and to the Hotel Intellectual Property and all goodwill created by the use thereof shall accrue to the Hotel or its licensors, as applicable. The Travel Company shall not take any action that would in any way impair the proprietary rights of the Hotel or its licensors in the Hotel Intellectual Property. Without limiting any of the foregoing, Travel Company shall also adhere to all obligations and restrictions set forth in Schedule C Trademark Protection.

C. Approval of Hard Copy Travel Company Materials; Request to Cease Use of Travel Company Materials.

1. At the Hotel written request, the Travel Company shall submit all hard copy Travel Company Materials (*e.g.* brochures and pamphlets), or reasonable facsimiles thereof, that contain the Hotel Intellectual Property to the Hotel for review before such Travel Company Materials are printed, published or otherwise made available to the general public (including, for the purposes of this Section, Distribution Partners). Hotel shall approve or reject such Travel Company Materials within 14 days of receipt thereof. If the Hotel do not respond within the stated time, Travel Company Materials shall be considered rejected.

2. The Hotel may, in its discretion, request in writing that Travel Company immediately cease publication, printing, or distributing Travel Company Materials in any medium. Travel Company shall comply with all such written requests and shall ensure that Distribution Partners also comply therewith.

3. Travel Company acknowledges and agrees that, as between the Hotel and Travel Company, and excluding any Hotel Intellectual Property used in accordance with this Agreement, it is solely responsible for the contents of the Travel Company Materials and the use made thereof by Distribution Partners.

D. Injunctive Relief.

Travel Company acknowledges and agrees that a violation of this Section would cause irreparable harm to the Hotel or its parent companies, subsidiaries or affiliates and that the Hotel shall be entitled to seek immediate injunctive relief for breaches of the license granted herein.

### **XIII. COMPLIANCE WITH LAWS**

Travel Company agrees, represents and warrants that it shall comply with all country, province, regional and local laws, ordinances, regulations or other acts of government applicable to its business including, without limitation, applicable to or addressing the collection, storage, maintenance and use of personal and corporate information including, without limitation, financial information and applicable to or addressing consumer protection and advertising laws.

### **XIV. DATA PRIVACY AND PROTECTION**

Travel Company shall have and maintain, and shall ensure that all Distribution Partners have and maintain, through the Term, a policy regarding its collection, retention, use and disclosure of personally identifiable information, as such phrase is defined by applicable laws (“**Privacy Policy**”). Such Privacy Policy shall be clearly and conspicuously disclosed to individual persons at all points where personally identifiable information is collected including, without limitation, on Travel Company’s or a Distribution Partners’ web site(s) and on any written forms distributed by Travel Company or Distribution Partner for the purpose of collecting personally identifiable information. Travel Company shall at all times adhere to its Privacy Policy and shall ensure that all Distribution Partners adhere to their respective Privacy Policies.

### **XV. 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 the location of the Hotel or the immediate surrounding area.

### **XVI. TERMINATION**

In addition to those termination rights set forth herein, if either Party materially breaches the Agreement, the other party may terminate the Agreement 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.

### **XVII. MISCELLANEOUS**

A. This Agreement is made and will be performed in the Province of Alberta and shall be governed by and constructed in accordance with the Province of Alberta law, excluding its conflict of law rules. By executing this Agreement, Travel Company consents to the exercise of personal jurisdiction over it by, and venue in, the courts of the Province of Alberta. Any legal action in connection with this Agreement shall be brought and maintained only in the Province of Alberta. In the event of litigation arising from or associated with this Agreement, the prevailing Party shall recover its reasonable attorney’s fees and any costs incurred.

B. Travel Company may not assign this Agreement or any of its rights under this Agreement without the Hotel prior written consent. Travel Company further agrees that any change in its corporate or business ownership structure, whether by merger, amalgamation, take-

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over or otherwise, shall not serve to cancel, modify or in any way reduce its obligations under this Agreement and this Agreement shall remain in full force and effect with respect to the Travel Company and successor entity.

C. Unless otherwise set forth herein, all notices, consents, requests and other communications hereunder shall be in writing and shall be sent by hand delivery, by certified or registered mail (return receipt requested), by a recognized national overnight courier service or by electronic mail and will be effective upon receipt at the address stated below (unless the parties are notified in writing of a change in address, in which case notice will be sent to the new address):

If to Hotel: To the attention of **Mr Phillip Maizey** at the physical and electronic addresses set forth below.

If to Travel Company: To the contact information set forth above.



## **XVIII. SPECIAL INCENTIVES**

### **Winter 2015-16 Early Booking Incentives:**

**Book by August 31st 2015 and save 10%**

*Promotion valid for stays from November 1, 2015 – April 30, 2016, for F.I.T. reservations only, and valid on all room categories. Not combinable with any other offer.*

### **Winter 2015-16 Free Nights / Discount Incentives:**

**Stay 10 nights, pay for 9 nights.**

*Promotion valid for stays from November 1, 2015 – April 30, 2016, for F.I.T. reservations only, and valid on all room categories. For billing purposes, the last night of the stay will be classified as free. Not combinable with any other offer.*

### **Summer 2016 Early Booking Incentives:**

**Book by April 30th 2016 and save 10%**

*Promotion valid for stays from May 1, 2016 – October 31, 2016, for F.I.T. reservations only, and valid on all room categories. Not combinable with any other offer.*

## **XIV. ACCEPTANCE**

In order to confirm the arrangements set forth herein, this Agreement should be received by the Hotel no later than **October 22, 2015**, in order to guarantee this Agreement. After the Travel Company has had an opportunity to review and approve this Agreement, please sign and return the additional enclosed copy directly to **Mr Phillip Maizey**.

On Behalf of **The Rimrock Resort Hotel:**

On behalf of **BC Golf Guide**



Signature

Name: **Mr Phillip Maizey**

Title: Sales Manager

Date: September 22, 2015

Signature

Name: **Mr Danny Leitch**

Title: Director of Business Development

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**.

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**SCHEDULE A - RATES**  
**The Rimrock Resort Hotel**

<b>Daily Room Rates – Sunday to Friday</b>	<b>Standard (2 x Queen)</b>	<b>Standard (1 x King)</b>	<b>Premium (2 x Queen)</b>	<b>Premium (1 x King)</b>	<b>GrandView (2 x Queen)</b>	<b>GrandView (1 x King)</b>
November 1 - December 22, 2015	<b>\$144</b>	\$159	<b>\$194</b>	\$209	<b>\$294</b>	\$309
December 23, 2015 - January 2, 2016	<b>\$224</b>	\$239	<b>\$274</b>	\$289	<b>\$374</b>	\$389
January 3 - April 30, 2016	<b>\$148</b>	\$163	<b>\$198</b>	\$213	<b>\$298</b>	\$313
May 1 - May 31, 2016	<b>\$172</b>	\$187	<b>\$222</b>	\$237	<b>\$322</b>	\$337
June 1 - June 27, 2016	<b>\$208</b>	\$223	<b>\$258</b>	\$273	<b>\$358</b>	\$373
June 28 - September 30, 2016	<b>\$240</b>	\$255	<b>\$290</b>	\$305	<b>\$390</b>	\$405
October 1 - 31, 2016	<b>\$152</b>	\$167	<b>\$202</b>	\$217	<b>\$302</b>	\$317

## SCHEDULE A - MEAL PLAN PRICES

<b>Tour Meal</b>	<b>Adult &amp; Youth</b>	<b>Child (6-12)</b>	<b>Child (0-5)</b>
Continental Breakfast*	\$16.50 per person	\$13.00 per person	Complimentary
Box Breakfast	\$21.00 per person	\$13.00 per person	Complimentary
Breakfast (North American Breakfast Buffet or equivalent value a la carte)	\$23.00 per person	\$13.00 per person	Complimentary
Dinner (3-course) Private Function Room/Banquet Room	\$57.00 per person	\$28.00 per person	Price available upon request
Dinner (4-course) Private Function Room/Banquet Room	\$64.00 per person	\$31.50 per person	Price available upon request
Eden F.I.T. (4-course)	\$99.00 per person	Not Permitted	Not Permitted
Eden Group (4-course)	\$125.00 per person	Not Permitted	Not Permitted
Primrose F.I.T. (3-course)	\$64.00 per person	\$31.50 per person	Price available upon request
Primrose Group (3-course)	\$64.00 per person	\$31.50 per person	Price available upon request
Primrose Group (4-course)	\$69.00 per person	\$38.00 per person	Price available upon request

- A special menu for children 5 years and under is available upon request. The number of children's meals must be specified in writing by the Tour Company at the time that meal reservations are made;
- All meal prices are quoted in Canadian currency and subject to 18% gratuity & 5% G.S.T.;
- Special menus are available at an additional cost;
- In order to ensure accuracy and efficiency, please include the Rimrock room reservation confirmation number(s) with the meal request(s);
- The Rimrock does not guarantee a specific dining room for group meal functions (unless otherwise specified). Any function room names given by Rimrock Reservations for meal requests are subject to change to a comparable function room without notice;
- If the group is unable to dine by the last seating at 9:30PM, a modified menu may be served. The Reservations department will make changes as necessary;
- Any late arrivals due to flight delays or cancellations must inform the Reservations department at least 5 hours prior to the group's meal function. Failure to provide at least 5 hours' notice prior to the group's meal will be subject to a cancellation penalty.
- The above meal plans and service charges are not included in the above room rates. Please note the service charge & GST is mandatory and must be added.
- \*Continental Breakfast available to group bookings only.
- With prior written notification, meals can be arranged for all guests.
- All requests for meals should be made in writing to Dining Reservations and must be indicated on the voucher in order to bill the master account.

## SCHEDULE A - ADDITIONAL HOTEL INFORMATION

### A. Rooms

Single, double, triple and quad occupancy are subject to restrictions and based on availability. Bed share may be necessary for ALL room types where Triple or Quad accommodation is available. The Hotel appreciates your submission of bed-type requests. Every effort will be made to accommodate these requests, based on availability.

### B. Family Plan

There is no charge for children 17 years and under when occupying the same guest room with an adult (meals not included). A rollaway cot will not be provided unless requested in advance. The cost per rollaway cot per stay per room is \$25.00 plus applicable taxes, levies and service charges. Please note that the Rimrock can provide a maximum of one rollaway cot per room. The maximum number of guests allowed in a guest room is 4 adults or 2 adults and 3 children.

Children sharing with parents	Accommodation	Meal Plan
	(In room with parents or guardian)	
17 years and under	Complimentary	Full Price
6 to 12 years	Complimentary	Children Price
5 years and under	Complimentary	Complimentary

### C. Check-In / Check-Out Time

Tour arrival & departure times are required in writing 7 days prior to arrival.

The Rimrock Resort Hotel

Check-in: 4:00 pm

Check-out: 12:00 pm

Should a guest plan to arrive at the Hotel prior to applicable check-in time, Travel Company shall include this information at the time of booking. Every effort will be made to accommodate early arrivals based on availability; however room type cannot be guaranteed.

### D. Cancellation Policy

#### **FIT CANCELLATIONS**

Any F.I.T. booking cancelled within 7 days of arrival date is subject to a cancellation charge equal to 1 night's stay. Any F.I.T. booking cancelled within 72 hours of the arrival date is subject to a cancellation charge equal to the entire amount of the stay.

#### **GROUP CANCELLATIONS**

Any group cancelled within 30 days of the group's arrival is subject to a cancellation charge equal to the entire amount of the stay. Space reductions within 30 days of the group's arrival will be subject to a cancellation penalty equal to 1 night's room & taxes per cancelled room (up to 14 days prior). Space reductions within 14 days of the group's arrival will be subject to a cancellation penalty equal to the entire amount of the stay per cancelled room.

Cancellations must be received in writing and must be confirmed by the hotels reservations department to avoid penalty.

E. Space Requests: All space requests, revisions, and cancellations are to be expressed in writing and sent to the Rimrock via fax or e-mail. The Rimrock will not verbally confirm any space cancellations or changes.

F. Progress Reporting: A progress report, specifying the tour name and the number of rooms sold, is required in writing 45 days prior to arrival.

G. Rooming lists: An initial rooming list is required 30 days prior to arrival. The number of rooms being held will be adjusted upon receipt of this rooming list. Any rooms that are not used will be released automatically. Any additional rooms required will be subject to availability. The final rooming list is required 14 days prior to the group's arrival. The estimated times of arrival/departure, tour escort/driver and special requests should appear on the final rooming list.

We will accept a maximum of 2 rooms TBA (not including escort) for any group on an initial rooming list. As we do not allow any rooms TBA on a final rooming list, all TBA rooms not reported at 14 days prior to arrival will be automatically released, and are subject to all cancellation penalties indicated in this contract.

H. Complimentary Room Policy

The Rimrock shall provide 1 complimentary room night for each 15 paying rooms per group, per night, based on the actual pick up, to a maximum of 2 rooms per group. Please note that we do not provide complimentary meals.

## SCHEDULE B - Trademark Protection

- (A) **Generally.** Travel Company acknowledges that (1) the Marks are owned by and constitute the valuable property of Hotel or its licensors, (2) Hotel has the right to restrict, limit, and otherwise control use of the Marks; and (3) certain abuses exist in the market which undermine the integrity and value of the Marks and Hotel's Rooms and additional services (together, the "**Hotel Services**") and Hotel's business reputation, specifically in relation to Predatory Advertising and in the use of the Marks or some variation thereof in connection with the marketing of the Hotel Services through the Internet without Hotel's consent which have the effect of directing traffic from Hotel's business. "**Predatory Advertising**" is advertising that creates or overlays links or banners on websites, spawns browser windows, or utilizes any other method to generate traffic from a website without the website owner's knowledge, permission and participation. Travel Company shall not, and shall ensure that Distribution Partners do not, engage in Predatory Advertising with respect to the Marks, the Hotel Services, Hotel or any of its affiliates and parent companies.
- (B) **Restrictions.** Travel Company shall not, and shall ensure that Distribution Partners do not, advertise, offer, market, distribute or sell the Hotel Services or exploit the Marks in any manner on or through Internet search engines or directories except as expressly provided in this Agreement. Travel Company agrees that the restrictions, prohibitions and terms set forth in this Agreement are reasonable to protect Hotel and its licensors from predatory advertising and agrees not to engage in any of the prohibited tactics set out in this Agreement.
- (C) **Prohibitions Apply to All Sales, Promotion, Marketing and Advertising of Hotel Services.** Travel Company agrees that all of the restrictions set forth in this Agreement apply to all sales of Hotel Services and all use of the Marks in connection with the advertising, promotion, or marketing thereof, whether by Travel Company or a Distribution Partner. With respect to Travel Company's rights to sell, promote, advertise or market Hotel Services that exist prior to the Effective Date, Travel Company will fully comply with all of the terms of this Agreement forthwith, but in no event later than thirty (30) days following the Effective Date. Time is of the essence in respect of the Travel Company's compliance.
- (D) **Restriction on Use of Trademarks in Meta Tags.** Travel Company may not, and shall ensure that Distribution Partners do not, include any Mark or similar variations, in the meta tags of any Web site or HTML code. This Section includes use of the Proprietary Terms in the meta title, meta keywords or meta description.
- (E) **Restrictions on Use of Trademark Terms on Search Engines.** Travel Company may not, and shall ensure that Distribution Partners do not, purchase, obtain or use, directly or indirectly, any keywords from search engines whereby the Marks, or any variation thereof. Use of any keywords, including but not limited to, the singular/plural form of the Marks, misspellings, or other variations of the Marks, or any variation thereof, is prohibited. Travel Company may not purchase the Marks, or any variations thereof, for use in text links, banner ads, pop-up ads or any other type of ad that could be associated with a keyword campaign.

- (F) **Domain Names.** Travel Company may not purchase or obtain domain names (URLs) with any part of the Marks, or any variations thereof, included as part of the address. Use of any domain names, including but not limited to, the singular/plural form of the Marks, misspellings, or other variations of the Marks, or any variation thereof, is prohibited. Ownership of all domain names Travel Company or Distribution Partners' currently use that contain the Marks, or any variations thereof, must be transferred to Hotel or its licensor's name through a domain name registrar company of Hotel's choice. Said transfer must occur no later than thirty (30) days following the Effective Date. Time is of the essence in respect of Travel Company's compliance.
- (G) **Outsourcing to Online Marketing Firms.** Travel Company may not use and shall ensure that Distribution Partners do not use, directly or indirectly, any third party search engine marketing provider to seek to avoid its obligations under this Agreement. If Travel Company is currently marketing the Hotel Services on search engines, Buyer is required to immediately implement and abide by all of the terms, restrictions and prohibitions set forth in this Agreement. Travel Company shall within 48 hours of execution of this Agreement contact each search engine, or third party agency, and revise all ad copy, titles, descriptions, keywords, URL's, text links, advertisements, including all meta tags (meta titles, meta keywords and meta descriptions) to comply with the terms of this Agreement. Buyer agrees to be in full compliance with all of the terms of this Agreement not later than thirty (30) days following the execution of this Agreement. Time is of the essence in respect of Travel Company's and Distribution Partners' compliance.
- (H) **Partial List of Prohibited Search Engines.** The restrictions and prohibitions set forth in this Agreement apply to all search engines used by U.S. and/or international residents, including but not limited to:
- |        |           |          |
|--------|-----------|----------|
| Google | Yandex    | Fireball |
| Yahoo  | AltaVista | Freenet  |
| Bing   | Excite    | Web.de   |
| Baidu  | Lycos     | Guruji   |
| Ask    | Entireweb |          |
| AOL    | Voila     |          |
- (I) If Travel Company engages in any of the foregoing prohibited activities or, as the case may be, refuses to promptly comply with a request from Hotel to refrain from, or to cause a Distribution Partner to refrain from engaging in any of the foregoing prohibited activities, Hotel may (without limiting any other rights or remedies available to Hotel) terminate this Agreement immediately upon written notice to Travel Company.