



# MARRIOTT HOTELS & RESORTS

# SOUTHWEST REGION

# FIT AGREEMENT – 2016-2017

|  |  |
| --- | --- |
| **BC GOLF GUIDE/GOLF THE WORLD VACATIONS** | Date: |
| Marriott N#: 93864 | Phone: 877.223.7228 |
| Contact/Title: Danny Leitch | Fax: |
| Street Address: 1524 Woodridge Road | Email:  danny@bcgolfguide.com |
| City/State/Zip: Kelowna, British Columbia, Canada V1W 3B4 | Web address: |
| Billing Contact: | Stop Sell Email Address: |
| Billing contact phone number: |
| Billing contact email address: |  |

**The Marriott and Renaissance Hotels of the Southwest region are pleased to provide our wholesale rate agreements for the following properties\*:**

* **JW Marriott Desert Springs Resort & Spa**

\*any hotels in our portfolio that are contracted subsequent to the date of this agreement will also be subject to the general terms and conditions set forth herein.

**TERMS & CONDITIONS**

**Applied to all Southwest Region Marriott & Renaissance properties**

* **FIT rates are to be used solely for individual leisure travel (less than 10 rooms/night). Rates do not apply to business travel, meetings, conferences or groups. Any reservation found to be for a convention/conference attendee for the Hotel with an official housing block will be charged to prevailing lowest available rate.**
* For group requests of 10 rooms or more a night, please contact your designated Marriott Southwest Senior Account Executive/Travel Industry Sales
* For tour series requests please contact your Senior Account Executive
* Rates are in US Dollars.
* Hotel’s room rates are subject to applicable state and local taxes in effect at time of check-out. Sales tax and state/ city fees are subject to change without notice.
* Rates are non-commissionable and exclude taxes.
* All rooms are non-smoking
* Child Policy: No charge for children under 18 who are staying in the same room with parents.

**CREDIT PROCEDURE/PAYMENT**

Room and tax to master account. Individuals cover incidental charges.

**Credit process will be as follows:**

Direct Bill

Full Prepayment

Single Use Credit Card (wholesaler’s card)

**Payment Procedures:**

Direct Bill: Payment is due within 30 days from receipt of original invoice. Late payment may terminate this agreement and will result in the guest paying for their stay upon departure. Please note that individuals are responsible for incidental charges and required to establish credit with our Front Office upon check-in.

If payment is not received within 30 days from receipt of original invoice, Hotel will impose a finance charge at the rate of the lesser of 1-1/2% per month (18% annual rate) or the maximum allowed by law on the unpaid balance commencing on the invoice date.

**BC GOLF GUIDE/GOLF THE WORLD VACATIONS** can raise any disputed charge(s) within five (5) business days after receipt of the invoice. Hotel will work with your company in resolving any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute.

**Vouchers**: As an accredited operator, your voucher will be accepted for payment by our Front Office. All room and tax charges (meal coupon if included) will be posted to a Master Account .

**Please check this box for voucher-less check-in**.

**MATERIALIZATION CLAUSE**

* Hotel will honor all bookings confirmed prior to any termination notification date and termination effective date
* The Marriott Hotel requires that you must produce no less than Fifty (50) room nights per quarter. The production level will be reviewed at the end of each quarter. If the pick up is less than Fifty (50) room nights, the Marriott Hotel reserves the right to cancel this agreement.
* **Either party may cancel this Agreement at any time with 60-days written notification.**

**RELOCATION POLICY**

If Hotel is unable to provide a sleeping room to a guest holding a confirmed reservation, Hotel will provide to each guest as liquidated damages for the nights the guest is not accommodated: a) arrangements for accommodations at a comparable nearby hotel and payment for one night if Hotel cannot accommodate a room more than 2 nights; b) free transportation for guest to and from the Hotel; c) priority reservations for the first available room at Hotel the next night, and d) one long distance phone call to notify of change of location.

**MARRIOTT’S CONDITIONAL USE OF FIT RATES**

These contracted FIT rates are valid only when used with a wholesale or tour with a valid Marriott Identification (N) number. Use of these rates will be restricted to passengers on a bonafide package. Rates are to be packaged with other travel components and the room rate is not to be exposed to the consumer.

**COMPANY OBLIGATIONS**

Company will, and will cause any companies it works with directly or indirectly to, make Hotel’s guest rooms available to the end-user customer:

* only as part of a bundle or package, meaning coupled with at least one other substantial travel component of material value.
* strictly for transient leisure travel only (for example, not for business travel or group travel oriented channels).

Company will not, and will not permit any companies it works with directly or indirectly to:

* make Hotel’s guest rooms available to the end-user customer as an unpackaged, room-only product.
* market Hotel’s guest rooms as an unpackaged, room-only product on on-line (e.g., internet based) channels, or any other interactive channels including mobile devices that the end-user customer can access, this includes but is not limited to Online Travel Agents, Opaque Sites, Group Buying, Flash Sales, Social Commerce and Daily Deals sites and applications.
* Make Hotel’s guest rooms available through any GDS
* disclose to the end-user customer the rate at which Hotel provided Company the guest room.

make any false, misleading or deceptive claims that it offers specially discounted rates on Hotel’s inventory, or advertise that it has the lowest price available, substantial discounts, online exclusive rates, exclusive savings, or comparable statements for Hotel’s guest room inventory.

# Termination Rights

# Either party may terminate this Agreement at any time upon 30 days’ written notice to the other party.

# Hotel reserves the right to cancel, with notice, any booking made in breach of Company Obligations.

# Any breach by Company of obligations under Company / end-user customer Rate Conditions & Additional Charges and Company Obligations will be a material breach of this Agreement, resulting in an immediate suspension or termination of this Agreement, as solely determined by Hotel, in Hotel’s reasonable judgment. Each party shall inform the other of any violations of this Agreement of which it becomes aware.

# Upon termination of this Agreement, Hotel and Company will continue to honor the terms of this Agreement with respect to any booking made prior to the termination date for dates following the termination date, unless termination occurred due to a monetary breach.

**INSURANCE**

Hotel will procure, maintain and keep in full force and effect during the term of this Agreement adequate insurance coverage (including public liability or commercial general liability insurance and property) as required by law with a reputable company.

# Safety, Security & Laws

Hotel undertakes to comply with all relevant laws, regulations and codes of practice including without limitation, those relating to hygiene, fire, safety and security of persons, planning, permits and licensing for the provision of the accommodation. Hotel will maintain the necessary permits and licenses for operating the premises in accordance with applicable legal provisions and regulations.

**CONFIDENTIALITY**

“Confidential Information” means this Agreement and the content herein (including the Room Rate). Each party will maintain this Confidential Information in the strictest confidence and will limit access to those of its employees, officers, and agents with a need to know such Confidential Information for the performance of obligations hereunder. Confidential Information may be disclosed in response to a subpoena or other legal process, to the extent the subpoena or legal process compels disclosure of such Confidential Information and the other party is informed of such disclosure. Furthermore, the Confidential Information may be disclosed in a dispute resolution matter between Company and Hotel regarding matters arising from this Agreement.

**AUTHORITY**

Each of the undersigned represents and warrants that it has the right, power and authority to enter into this Agreement on behalf of the respective entities to this Agreement.

**END-USER CUSTOMER INFORMATION**

“End-user customer Information” means the first and last names, addresses, phone numbers and other personal data of any individual booking a guest room. Company and Hotel will comply with all applicable laws regarding the collection and sharing of end-User customer Information. Hotel may use any end-User customer Information in accordance with the policies of Marriott International, Inc. (“Marriott”).

**INTELLECTUAL PROPERTY**

For the purpose of advertising and promoting Hotel’s guest rooms, Hotel hereby grants Company a limited non-exclusive, non-transferable, worldwide, royalty free license during the term of this Agreement to use, reproduce, display and distribute the images and descriptions of Hotel (“Licensed Content”) that Hotel has provided to Company subject to the following restrictions: Company will not use the Licensed Content (i) in any radio, television or internet marketing or advertising, and (ii) in a manner that, in Hotel’s sole determination, is disparaging or that otherwise could reasonably be expected to have an adverse impact on the goodwill associated with the Licensed Content, diminish their value, or the corporate image, business or reputation of Marriott or Hotel. Company agrees that the Licensed Content is the sole and exclusive property of Marriott, Hotel, or their affiliates. Further, Company acknowledges that it will not acquire any interest in the Licensed Content or the goodwill associated with the Licensed Content by virtue of this Agreement or Company’s use of the Licensed Content. Any work product generated in conjunction with the Licensed Content hereunder shall be deemed a “work for hire” owned exclusively by Hotel. In any event, Company hereby assigns any right it may have in such work product to Hotel.

Except as reasonably necessary to fulfil its obligations under this Agreement, Company will not use, copy, or distribute Licensed Marks and Licensed Content without Hotel's prior written approval in each instance. Company shall not make any changes to the Licensed Content without Hotel’s prior written approval (not to be unreasonably withheld). Company shall immediately cease any use of Licensed Marks and Licensed Content in violation of this Section or upon the written request of Hotel. Any breach of this clause shall entitle Hotel to terminate this Agreement immediately without prejudice to any other rights or remedies that it may have against Company. Company will not use, copy, distribute or scrape any Licensed Content or intellectual property belonging to Hotel, Marriott or any of their affiliates not expressly authorized by Hotel by written prior approval.

# Marketing Guidelines

Marriott has defined “Standards and Guidelines for Online Marketing”, including Content Guidelines, Online Advertising Guidelines, Keyword Buying, Paid Search, Search Engine Optimization, Social Media & Commerce and Spyware & Other Automated Tools (collectively, “Guidelines”). These Guidelines are hereby incorporated herein and made a part of this Agreement. Company will, and will cause any companies it works with directly or indirectly with to, review and fully comply with these Guidelines. “Standards and Guidelines for Online Marketing” may be altered by Marriott at any time at its sole and only discretion and are viewable at www.marriottwholesalers.com.

**GOVERNING LAW**

This Agreement shall be governed in all respects by the laws of the State of New York, without regard to conflict of law provisions. Any claim or dispute hereunder must be resolved by a court located in the State of New York.  Each party hereto agrees to submit to the personal jurisdiction of the courts located within in the State of New York for the purpose of litigating all such claims or disputes.

**MISCELLANEOUS**

Neither party may assign or transfer the Agreement without the written consent of the other. This Agreement constitutes the entire agreement between Hotel and Company.

**ACCEPTANCE**

The Marriott hotel(s) and  **BC GOLF GUIDE/GOLF THE WORLD VACATIONS** have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below. **Please sign and return to my attention and please keep a copy for your records.** Once the signed agreement has been returned, all arrangements outlined in this agreement are confirmed.

**SIGNATURES**

In accordance with federal law, the parties shall execute this Agreement electronically – binding the parties to the same degree as a handwritten signature – by using the following process to create an electronic symbol signifying intent to be legally bound. Each party must fill in the name, title, and date below, and insert a blackened box (“◼”) at the end of the line marked “Electronic Signature ***(Replace Empty Box with Blackened Box Here to Enter Into Binding Obligation)\****.” This Agreement shall not be binding on either party until both parties have electronically executed versions of the Agreement that are identical (apart from the electronic execution) and delivered the same to the other party by electronic mail as an attachment. Each party shall retain a paper copy of the electronic mail and attached executed Agreement received from the other party.

Approved and authorized by

Name: (Print)

Title: (Print)

Date:

Electronic Signature

***(Replace Empty Box with Blackened Box Here to Enter Into Binding Obligation)***:

Approved and authorized by **Senior Account Executive, Marriott International, Southwest Region.**

Name: (Print) Cherri Lamont

Title: (Print) Senior Account Executive, Travel Industry Sales

Date:

Electronic Signature

***(Replace Empty Box with Blackened Box Here to Enter Into Binding Obligation)***:



# WHOLESALE FIT RATE AGREEMENT

|  |  |
| --- | --- |
| JW Marriott Desert Springs Resort & Spa | Main Phone: 760-341-2211 |
| Street Address: 74855 Country Club Drive | Main Fax: 760-341-1872 |
| City/State/Zip: Palm Desert, CA 92260 | Hotel website: [www.marriott.com/ctdca](http://www.marriott.com/ctdca) |

**This Rate Sheet is subject to the 2016-2017 Marriott Hotels & Resorts Southwest Region Terms & Conditions.**

**RATES**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Dates** | **Room Type** | **Single-Quad**  **Sun- Thur\*\*** | **Single-Quad**  **Fri/Sat\*\*** | **Extra pp**  **charge** | **Room Allotments** | **Cut-Off Date** |
| January 1- March 31, 2016 | Standard | $210 | $210 | N/A | Free-sell | 3 days |
| April 1-April 30, 2016 | standard | $215 | $215 | N/A | Free-sell | 3 days |
| May 1-May 31, 2016 | Standard | $177 | $177 | N/A | Free-sell | 3 days |
| June 1-August 31, 2016 | Standard | $85 | $115 | N/A | Free-sell | 3 days |
| September 1-October 1, 2016 | Standard | $139 | $139 | N/A | Free-sell | 3 days |
| October 2-December 31, 2016 | Standard | $177 | $177 | N/A | Free-sell | 3 days |
| January 1-March 31, 2017 | Standard | $220 | $220 | N/A | Free-sell | 3 days |

Rates are **NET,** Non Commissionable, excluding tax and meal price

**\*Current Taxes/Fees: City tax 1%, Occupancy Tax 9%, County Tax 2%, Convention/Tourism $0.85**

**\*Description of room type-standard guest room, 1 king or 2 double beds, 390 sq ft.**

**BLACK OUT DATES**

Blackout Dates and Rates are subject to change. Additional dates may be added with written notice.

**2016:** Jan 11- 16, 19, 22-25                Feb 12-16, 22, 23, 27-29                    March 11, 12, 16- 19, 25, 26

April 15-16, 22-23, 29-30 May 28-29 Sept 7-8, 27 Oct 22-24 Nov 16-19, 24-25 Dec 31

**2017**: Jan 21-24, 27-28 Feb 18, 26-28 March 10-14, 17-18

**UNLIMITED GOLF PACKAGE:**

**Package includes: Room, breakfast and unlimited golf for two, plus applicable taxes.**

Cart with GPS, and Range balls included in package.  Tee times can be booked 60 days in advance by calling the Desert Springs Golf Club at 760.341.1756.  Players much check-in with the Golf Shop day of play for the availability of additional rounds.  Please indicate that green fees are part of “Unlimited Golf Package”.

|  |  |
| --- | --- |
| **Dates** | **Nightly Rate (Double Occupancy)** |
| January 1- March 31, 2016 | $510 |
| April 1-April 30, 2016 | $479 |
| May 1-May 31, 2016 | $389 |
| June 1-August 31, 2016 | $179 weekday/ $219 weekend |
| September 1-October 1, 2016 | $229 |
| October 2-December 31, 2016 | $389 |
| January 1-March 31, 2017 | $489 |

## FREE SELL

The Hotel will offer **BC GOLF GUIDE/GOLF THE WORLD VACATIONS** rooms on a free sell basis. Current sold out dates (aka: close-out/re-open dates) are included and will be emailed as changes are made.

Close-out/Re-open dates: Hotel shall report close-out date(s) and re-open date(s) to **BC GOLF GUIDE/GOLF THE WORLD VACATIONS** immediately via email. **BC GOLF GUIDE/GOLF THE WORLD VACATIONS** will have a 48-hour grace period to transmit any reservations that have already been confirmed. Reservations already made by **BC GOLF GUIDE/GOLF THE WORLD VACATIONS** with hotel or accepted by **BC GOLF GUIDE/GOLF THE WORLD VACATIONS** from its guests on or prior to the date on which **BC GOLF GUIDE/GOLF THE WORLD VACATIONS** is notified of the close-out date(s) will be honored by Hotel. For close-out date(s) or re-open date(s) sent and/or received on a Friday after 5:00 p.m. Pacific Standard Time, on the weekend, or on holidays, **BC GOLF GUIDE/GOLF THE WORLD VACATIONS** will have until the following business day to implement and transmit unconfirmed reservations within the 48-hour grace period. All unconfirmed reservations after this 48-hour grace period has expired will be subject to space availability and may be denied by Hotel.

**VALUE-ADD OFFERS:**

|  |  |  |
| --- | --- | --- |
| **Offer** | **Dates** | **Terms** |
| 20% discount on dining, spa and golf. | January 1, 2016- March 31, 2017 | Spa discount valid on 60 minute treatments only.  Golf discount valid on green fees.  Dining discount not valid for sushi bar or Fisherman’s Landing. |

**MEALS**

* Prices are inclusive of tax and gratuity. Meal coupons (if applicable) presented to guest at check in.

|  |  |  |
| --- | --- | --- |
| **Breakfast** | **Lunch** | **Dinner** |
| $25 inclusive  Includes breakfast buffet in Rockwood Grill | N/A | N/A |

**OTHER FEES:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Valet Parking** | **Self Parking** | **Rollaway** | **Resort Fee** |
| $27 | $17 | N/C | $30- opt-in |

\*Guest has the option to opt in and pay for Resort Fee during check-in at front desk, otherwise will pay for each item below on a per-use basis..

Resort Fee includes:

Enhanced wireless high speed internet access in guest room

Local Calls

Self Parking

Spa Fitness Center (gym only) access

Use of 18 hole putting course

Use of golf driving range

Golf bag storage

Lawn games (badminton, bocce ball, croquet, basketball, Frisbee)

1 hour of hard court tennis daily including racquet

Citrus Cooler in Blue Star Lounge 4-6pm daily

* **Child Policy**: No charge for children under 18 who are staying in the same room with parents.
* **Check in: 4:00pm Check out: 11:00am**
* Rate apply to single-4 persons occupancy; allowing 4 guests/room for families with children only.
* **Cancellation/No Show Policy**: One (1) night's room & tax charge on any cancellation of confirmed reservations made less than seventy-two (72) hours prior to arrival date, or no-show on day of arrival.

**BOOKING FIT RESERVATIONS**

* All reservations can be made by fax or email; see below for FIT reservations contact information:
* Include your **Marriott Wholesale Identification (N) Number** **and unique Booking Number** with your reservation request.
* Written confirmation of reservation from Marriott required to confirm reservation.
* Requests for **rooms above allotment** are to be sent to the FIT reservations contacts listed below. Rooms above allotment will be granted at the FIT contract rate on a space available basis, otherwise, an applicable rate will be offered at the time of request. Rooms above allotment will not be provided until rooms within allotment have been fulfilled.

|  |  |  |  |
| --- | --- | --- | --- |
| **FIT Res. Contact** | **Phone No.** | **Fax No.** | **E-Mail** |
| FIT/wholesale reservations | 402-390-3655 | N/A | omarc.azwholesalers@marriott.com |

**HOTEL ACCOUNTING CONTACT**

|  |  |  |  |
| --- | --- | --- | --- |
| **Name** | **Phone No.** | **Fax No.** | **E-Mail** |
| Ashley Morris | 760-341-1749 | 760-341-1830 | Ashley.n.morris@marriott.com |

**SIGNATURES**

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Approved and authorized by **BC GOLF GUIDE/GOLF THE WORLD VACATIONS:**

Name: (Print)

Title: (Print)

Date:

Electronic Signature

***(Replace Empty Box with Blackened Box Here to Enter Into Binding Obligation)***: ❑

\*This may be done in Microsoft Word by double-clicking on the above unfilled box, choosing a blackened box, and then clicking “Insert.” Alternatively, one can use the commands “Insert” and “Symbol,” choose the blackened box, and then click “Insert.”

Approved and authorized by **Senior Account Executive, Marriott International, Southwest Region.**

Name: (Print) Cherri Lamont

Title: (Print) Senior Account Executive, Travel Industry Sales

Date:

***(Replace Empty Box with Blackened Box Here to Enter Into Binding Obligation)***: ❑