



DELTA VICTORIA OCEAN POINTE RESORT AND SPA
2016 F.I.T. CONTRACT
BC Golf Guide
1524 Woodridge Road
Kelowna, BC V1W 3B4
VIA TEL: 519-800-3701
VIA FAX: 250-800-0912
VIA EMAIL: danny@bcgolfguide.com

ATTN
Megan
THANK YOU
Danny

Dear Danny,

Thank you for your support of the Delta Victoria Ocean Pointe Resort and Spa in 2015 and for your interest in 2016. 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 250-360-5885.

TOUR RATES ELIGIBILITY

Rates are applicable for May 1/16-April 30/17 and are net, non-commissionable, in Canadian Funds. The Rates will be based on the European Plan (no meals) unless otherwise specified.

In order to receive the Rates the Travel Company must be a licensed travel company and feature the Hotel in a published brochure or tariff. If the Travel Company seeks additional reservations above its allotment, then the Hotel may in its sole discretion extend its best available rates.

BC Golf Guide Rates are as follows:
Standard Room Category....

Season	Single	Double	Triple	Quad
May 2016	\$143.00	\$143.00	\$173.00	\$203.00
June 2016	\$145.00	\$145.00	\$175.00	\$205.00
July 1, 2016 – September 30, 2016	\$166.00	\$166.00	\$196.00	\$226.00
October 1, 2016 – March 31, 2017	\$115.00	\$115.00	\$145.00	\$175.00
April 2017	\$129.00	\$129.00	\$159.00	\$189.00

- Please note that these rates are quoted in Canadian funds and are **EXCLUSIVE** of 16.15% combined Tax & Destination Marketing Fee (5% GST, 8% PST, 2% Municipal Tax & 1% DMF) and are net, non-commissionable. Please note, taxes are subject to change without notice.
- Deluxe Waterview Rooms available at an additional cost of \$50.00 Jan-Apr, \$70.00 May-Sep, and \$50.00 Oct-Dec per room above contracted rates.

ROOM ALLOTMENTS

Single, Double, and Triple 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.

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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, eg. Delta Victoria Ocean Pointe Resort and Spa, 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.

FIT PROCEDURES

Check-In/ Check-Out Time

Check in: 4:00pm; Check out: 12:00pm. 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.

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 2016 brochure or catalogue (if applicable), 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, FIT refers to a patron who has purchased an accommodation package from BC Golf Guide.

FIT Reservations (nine rooms or less)

All reservation requests should be sent to:

Delta Victoria Ocean Pointe Resort and Spa
Mr. Scott Popovich, Reservations Manager
Email: vic.reservations@deltahotels.com
Phone - 250-360-5854
Fax - 250-360-5871

Additional Accommodation

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

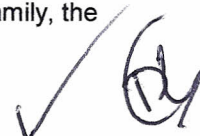
Incidental Charges

A credit card imprint shall be requested at time of check-in, in order for the guest to charge incidentals to the room account. Without such a credit card imprint, Delta Victoria Ocean Pointe Resort and Spa will not extend signing privileges for incidentals to the guest.

Service charges and taxes are applicable to all FIT reservations.

Family Plan

Children 17 years old and under may stay at no extra charge in their parents' room (maximum 2 children per room) in room categories accommodating more than 2 persons. Where two rooms are required to accommodate a family, the Single Occupancy Rate will be charged for each room (plus meals and service charges where applicable.)



DINING

Children under the age of 6 eat free from the children's menu when accompanied by an adult, 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. Tour menus are attached for our reference.

PLEDGE RELOCATE POLICY

In accordance with the International Travel Agency Laws, if the Hotel does not honour all guaranteed reservations to 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.

PAYMENT

Prepayment is required in full 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

Please note the taxes and fees applicable to all services, products and accommodations.

- Guestroom Rate: 16.15% (breakdown: 5% GST, 8% PST, 2% Municipal Tax & 1% DMF)
- Food and Beverage: 5% GST
- Liquor: 5% GST and 10% Liquor Tax
- Food and Beverage Service Fee (15%): 5% GST
- Retail Items: 5% GST and 7% PST
- Portage: 5%
- All other charges: 5% GST

Please note that the above taxes and fees may change without notice.

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

FIT

Cancellation must be received in writing **24 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.

No shows

For no shows, that are guests who without prior cancellation fail to arrive at the Hotel, the Travel Company must reimburse the Hotel's loss, up to a maximum of one night's accommodation

A handwritten signature inside a circle, with a large checkmark drawn below it.

RATE AND INVENTORY DISTRIBUTION

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.

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.

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 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 honour 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.

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.

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.

Compliance with Law

This Agreement is subject to all applicable federal, state, provincial and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and [ORGANIZATION NAME] agree to cooperate with each other to ensure compliance with such laws.

Miscellaneous

This Addendum amends and supplements the [Name of Agreement] and is incorporated into the Agreement. The terms of this Addendum will prevail over any conflicting terms in the Agreement. Neither party may assign or transfer the Agreement (including Addendum) without the written consent of the other.

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 December 4, 2015, in order to guarantee your space and/or rate. 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. After you have had an opportunity to review and approve this agreement, please sign and return directly to me. We look forward to working with you and welcoming your guests to Delta Victoria Ocean Pointe Resort and Spa.

On behalf of the Hotel:

Signature:

Name: Nicole MacKinnon

Title: Director of Sales

Date:

On behalf of BC Golf Guide:

Signature

Name:

Title:

Date:

Danny Leitch
DANNY LEITCH
D. OF B. DEVELOPMENT
NOV. 23 / 14

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.

(Signature)
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