

**BC GOLF GUIDE/ GOLF THE WORLD VACATIONS
THE HAWAII PRINCE GOLF CLUB
2016 LETTER OF AGREEMENT**

This Agreement is made as of this 11 day of December, 2015 by and between the **HAWAII PRINCE GOLF CLUB**, whose principal mailing address is 91-1200 Fort Weaver Road, Ewa Beach, Hawaii 96706 (hereinafter referred to as "Golf Course") and **BC GOLF GUIDE/GOLF THE WORLD VACATIONS**, where its principal office is at 1524 Woodridge Road, Kelowna, British Columbia, Canada, V1W384; Phone: 877-233-7226; Fax: 250-800-0912 (Hereinafter referred to as "Golf Tour Wholesaler").

The mutual obligations hereinafter set forth, Golf Course and Golf Tour Wholesaler agree to the following:

I. GOLF COURSE

Effective Period: January 01, 2016 through December 31, 2016

| | | |
|---|-----------------|--------------------|
| Standard (Non-Hotel Guest) | 18 holes | \$160 + tax |
| YOUR NET RATE | 18 holes | \$99 + tax |
| Hawaii Prince Hotel Guest (AM) (6:52am -11:24am) | 18 holes | \$115 + tax |
| YOUR NET RATE | | \$92 + tax |
| Hawaii Prince Hotel Guest (PM) (11:32am -1:32pm) | 18 holes | \$99 + tax |
| YOUR NET RATE | | \$79 + tax |
| Cart Rider | | \$ 25.00 + tax |
| Taylor Made Rental Clubs | | \$ 50.00 Inclusive |
| Rental Shoes | | \$ 15.00 Inclusive |
| 1 bucket of range balls | | \$ 6.00 Inclusive |
| 1 Hour Lesson (appointments required) | | \$ 65.00 Inclusive |

- Above rates include green fee and cart fee, which is required for all players.
- Proper golf attire required and we are a non-metal spike facility.
- Additional fee charged for all non-players and riders only.
- Valid Drivers License is required to operate the golf cart.
- All rates are subject to change.
- All rates will be subject to applicable Hawaii State Tax.
- Hotel shuttle provided from the hotel to the golf course and return at no charge (reservations required) for Hawaii Prince Hotel Waikiki patrons.

RESERVATION PROCEDURES

1. *Golf Tour Wholesaler* will phone, fax or e-mail the following:
 - a. Number of players who will be playing golf.
 - b. Date and tee time of reservation request.
 - c. Advanced bookings for *Golf Tour Wholesaler* with **groups of eleven (11) players or less** may be made up to **3 months in advance**.
 - d. Advanced bookings for *Golf Tour Wholesaler* with **groups of twelve (12) players or more** may be made up to **one year in advance**.
 - e. Deposit may be required for large groups.
2. Guests will be subject to all *Golf Course* rules and regulations. This includes, but is not limited to, adhering to the dress code policy, the driver's license requirement and non-metal spike policy. If *Golf Course* is closed for play, guests will be given the same consideration as other playing guests.
3. *Golf Tour Wholesaler* will settle any refund directly with the guest for rainout days. *Golf Course* will not refund the guest directly. The policy of the Hawaii Prince Golf Club is that once a player starts their round of golf, there are no weather refunds.

CANCELLATION POLICY

1. Cancellations received 72 hours or less prior to reserved tee times – **100% PENALTY.**
2. Cancellations received 4-7 days prior to reserved tee times – **50% PENALTY.**
3. Cancellations received 8 days or more prior to reserved tee times – **NO PENALTY.**

III. GENERAL POLICIES

1. PAYMENT POLICY

The Golf Tour Wholesaler will pay directly to Golf Course. Payment can be made by either an approved credit card or company check made payable to "Hawaii Prince Golf Club". If paying by credit card, a Credit Authorization form must be completed and will be kept on file for future golf bookings.

2. MISCELLANEOUS

In any event that any changes or alterations are made to this original document, the Golf Course reserves the right to re-negotiate any and/or all conditions of the agreement.

3. EXCUSED NON-PERFORMANCE

If for any reason beyond its control, including but not limited to, strikes, labor disputes, accidents, government requisitions, restrictions or regulations on travel, golf course operations, commodities or supplies, acts of war or acts of God, Golf Course is unable to perform its obligations under this Agreement, such non-performance is excused and Golf Course may terminate this Agreement without further liability of any nature, upon return of client's deposit. In no event will Golf Course be liable for consequential damages of any nature for any reason whatsoever.

4. **TERMS**

The terms of the Agreement shall be valid from the date of signature, by both parties through December 31, 2016 for golf club, unless terminated in writing by either party with a thirty (30) days cancellation notice.

5. **AMERICANS WITH DISABILITY ACT (ADA)**

The Golf Course hereby warrants to the *Golf Tour Wholesaler* that the Golf Course is in compliance with all applicable provisions of the Americans with Disabilities Act (ADA). The Golf Course to the Best of its Knowledge has complied with all applicable regulations and guidelines of the ADA promulgated pursuant thereto.

The Golf Course has made every effort to make the premises accessible by removal of barriers wherever reasonable and has provided alternative services wherever barriers cannot be reasonably removed. The Golf Course is committed to providing all of its guests with the best possible experience and has provided its employees with training and guidance in order to enhance employee understanding of the services required to comply with the provisions of the ADA. The Golf Course agree to indemnify the *Golf Tour Wholesaler* in the event that any legal action, claim, demand suit, or proceeding is filed against *Golf Tour Wholesaler* alleging that the Golf Course facilities or services provided by the Golf Course failed to comply with the applicable provisions of the ADA or with any representations made by the Golf Course management in regard to such compliance.

6. **INDEMNIFICATION**

The *Golf Tour Wholesaler* agrees to indemnify and hold Golf Course and its shareholders, officers, directors, employees, agents, successors and assigns harmless from and against any and all claims, suits, actions, liabilities, losses, costs, attorneys' fees, expenses, judgments or damages, whether ordinary, special or consequential, brought against the Golf Course and such persons, arising out of or by reason of (a) the actions or omissions of the wholesaler, its agents or employees, (b) the payment of commissions, finders' fees or other sales agent or agents fees, (c) the violation of any law, ordinance or regulation by the *Golf Tour Wholesaler*, its agents or employees or (d) this Agreement and its terms hereof. The obligations and terms of this provision shall survive the termination of this Agreement.

7. **ASSIGNABILITY PROVISION**

No Assignment

The *Golf Tour Wholesaler* and Golf Course understand and agree that this Agreement is personal to the *Golf Tour Wholesaler*. The *Golf Tour Wholesaler* shall neither assign nor transfer this Agreement or any portion thereof, nor attempt to assign to transfer this Agreement or any portion thereof. If the *Golf Tour Wholesaler* is a corporation, partnership, joint venture, limited partnership, or other entity, it hereby agrees that any transaction, including, but not limited to any issuance, redemption or transfer of stock of the *Golf Tour Wholesaler* (or of a corporation partner of the *Golf Tour Wholesaler*), merger, consolidation or any admission of any new partner or venture, or any transfer of any partnership interest or limited partnership interest shall be deemed an assignment prohibited under this section.

8. **GOVERNING LAW**

This Agreement will be governed by and construed in accordance with the laws of the State of Hawaii, excluding its choice of law rules that may otherwise require the application of the law of another jurisdiction. Any actions concerning this Agreement shall be initiated in the State of Hawaii.

9. **INDEPENDENT CONTRACTOR**

The *Golf Tour Wholesaler* understands and agrees that as an independent contractor, it is responsible for obtaining its own general excise tax number and appropriate business licenses, and shall be solely responsible for payment of Social Security taxes, unemployment taxes, workers' compensation insurance and assessments, temporary disability insurance, medical insurance, and that it is not eligible for any such benefits or withholdings otherwise provided by Golf Course to its employees.

This confirms that all agreements between Golf Course and *Golf Tour Wholesaler* are contained in this Agreement.

Golf Tour Wholesaler

GOLF COURSE

Signature

Date

Signature

Date


Danny Leitch

Ross Marrington

Director of Business Development
BC Golf Guide/Golf The World Vacations


Daniel Abergas

Golf Operations Manager
Hawaii Prince Golf Club

Please return original executed document of the Agreement to:

**HAWAII PRINCE GOLF CLUB
ADMINISTRATIVE OFFICE
91-1200 FORT WEAVER ROAD
EWA BEACH, HI 96706**

A fully executed original document will be mailed to you when executed by the Hawaii Prince Golf Club.