



We-ko-pa Resort and Conference Center Golf Wholesale Agreement 2017

This Agreement is entered into by and between We-ko-pa Resort and Conference Center, hereafter referred to as "We-ko-pa Resort and Conference Center", and **Golf the World Vacations** hereafter referred to as "Supplier".

Whereas, We-ko-pa Resort and Conference Center agrees to provide rooms to Supplier on the terms and conditions contained herein;

Whereas, this Agreement provides general terms and conditions relating to We-ko-pa Resort and Conference Center.

Whereas, the parties have agreed to room blocks and certain unique requirements of the We-ko-pa Resort and Conference Center.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. TERM: This Agreement will be effective January 1, 2017 to December 30, 2017
2. ROOM RATES: The rates provided are net non-commissionable. All rates are per room, per night, plus applicable room tax of 12.75%, based on single or double occupancy. Should occupancy exceed two (2) guests, additional person charges will be \$10.00 per person, per room. Resort Fee: **WAIVED for 2017.**

Wholesale Rates: Standard Rooms

January 1, 2017 – March 31, 2017	\$169 single
April 1, 2017 - May 31, 2017	\$129 single
June 1, 2017 – August 31, 2017	\$89 single
September 1, 2017 – December 30, 2017	\$129 single

3. BLACKOUT DATES: / Additional Black-out TBD

2017
February 8 – 9, 15 – 18 & 24
April 10
May 4 – 6
June 10, 15 – 17 & 26 – 28
July 1 – 4
December 31

Golf Suites

January 1, 2017 – April 30, 2017	\$438 / Sleeps Four
May 1, 2017 - May 31, 2017	\$358 / Sleeps Four
June 1, 2017 – August 31, 2017	\$278 / Sleeps Four
September 1, 2017 – December 30, 2017	\$358 / Sleeps Four

*All requests for specific room types are accommodated on a priority basis upon arrival at the Resort. Resort cannot guarantee specific room location or types at times of high occupancy. Golf Suite rates may vary

RESERVATIONS: Individual reservations are to be made directly with the hotel by fax (480-789-5333) or e-mail Revenue Manager, Chris Weaver; cweaver@wekoparesort.com. Reservations will be accepted based on availability and are not guaranteed until client has received written confirmation from the hotel. Cancellation Notice must be received a minimum of 72 hours prior to scheduled arrival in order to avoid first nights cancellation penalty.

CHECK-IN / CHECK-OUT

Guest check – in time is four (4:00) p.m.

Guest check-out time is twelve (12:00) p.m. NOON

POLICY:

We-ko-pa Resort and Conference Center extends wholesale rates to Supplier for the express purpose of promoting and selling to the individual traveler leisure market. Supplier will not knowingly solicit or knowingly make reservations for individuals who will be staying at the resort for conventions, except at the applicable convention corporate rate specified by the resort.

PAYMENT:

Pre-payment by Supplier to We-ko-pa Resort and Conference Center shall be due no later than 14 days prior to guest arrival or prior. Direct billing arrangements can be arranged.

Upon extension of credit privileges and receipt of an appropriate Letter of Credit, Resort will bill Supplier upon departure of each group or individual reservation. Payment for billings is due no later than 30 days after receipt of invoice. Accounts not maintained current on a thirty (30) day basis, or any payment on account which subsequently dishonored, will result in Supplier being considered in breach of this Agreement, and Resort may, in addition to any other legal rights it may have: (1) Cancel this Agreement.

All accounts which remain unpaid thirty (30) days after receipt of invoice will be charged simple interest in the amount of eighteen percent (18%). Interest will continue to accrue until debt is paid in its entirety. Non-payment of charges will be considered a breach of this Agreement and it may also result in cancellation of both room sales and direct bill credit privileges.

Credit Card:

In order for Resort to accept a credit card as a form of payment for required deposits or final payment, Supplier must complete a credit card authorization form and submit to the Resort with a copy of the front and back sides of the credit card.

VOUCHERS:

(A) If Supplier uses a voucher system, sample copies to be issued for payment of rooms/ meals, golf, or any other service provided by the Resort must be received at guest check-in upon arrival.

(B) All reasonable attempts will be made to collect vouchers to accompany Supplier billings; however, in the event vouchers are not collected or are not available for billing purposes, Supplier is responsible for payment of charges upon documentary evidence by the Resort of customer's stay.

USE OF RESORT'S TRADEMARK, ADVERTISING, CUSTOMER DATA:

This Agreement does not constitute a license to Supplier of the right to use any trademark or service mark owned or registered by We-ko-pa Resort and Conference Center or its affiliate Fort McDowell Enterprises. If We-ko-pa Resort and Conference Center objects to any of Supplier's advertising or promotional materials, brochures, printed or broadcast media materials or internet exposure containing the name, logo, or trademarks of the We-ko-pa Resort and Conference Center, Supplier agrees to cease their use immediately. Supplier may not disclose any We-ko-pa Resort and Conference Center customer information to any third party.

INDEMNITY:

Supplier agrees to indemnify and hold We-ko-pa Resort and Conference Center; it's parents, members, their subsidiaries, employees, and agents harmless from and against all claims, liabilities, losses, costs, damages, or expenses of any kind and nature whatsoever, including but not limited to reasonable attorney fees and legal costs, arising from or in connection with this agreement arising out of the act, omissions, or negligence of agency or its agents, servants, employees, or contractors, and including without limitation to provide accommodations herein contracted for in the event of a labor dispute, act of God, War, Acts of Government or any similar cause.

LIMITATION OF LIABILITY:

Should We-ko-pa Resort and Conference Center breach any obligation or condition of this Agreement, it's liability for such breach shall be limited to the contractual value of the services provided by We-ko-pa Resort and Conference Center as outlined in this Agreement. In no event shall We-ko-pa Resort and Conference Center be liable for any incidental, special, exemplary or consequential damages.

FORCE MAJEURE:

Performance of this Agreement by either party is subject to the acts of God, civil disorder, strikes, government regulations, or any other emergency making it illegal or impossible to provide facilities and/or services.

SUCCESSORS AND ASSIGNS:

This Agreement shall insure to the benefit of, and be binding upon, Supplier and We-ko-pa Resort and Conference Center, including, without limitation, any subsequent party who might take over ownership of We-ko-pa Resort and Conference Center.

WAIVER:

Failure by Resort to enforce at any time or for any period of time strict compliance by Supplier with any provision of this Agreement shall not constitute a waiver by the Resort of its future right to enforce that or any other provision of this agreement.

ASSIGNMENT:

This agreement may not be assigned or transferred, in whole or in part, by Supplier. Any attempt to do so shall be null and void and, in addition to any other legal rights Resort may have; Resort will have the right to terminate this Agreement.

TERMINATION OF CONTRACT:

Both parties have the absolute discretion to cancel this agreement upon thirty (30) days written notice.

DEFAULT:

Either party may terminate this Agreement if the other party breaches the terms, covenants or conditions hereof and such breach continues after thirty (30) day's written notice to the breaching party. The right of termination is in addition to all remedies available or equal.

NOTICES:

Any notices required hereunder may be made by facsimile, and shall be considered received upon confirmation that the fax was received.

COMPLETE AGREEMENT:

This Agreement contains the entire Agreement between the parties and supersedes all previous agreements and understandings of the parties, written or oral. This Agreement may be amended only in writing by both parties. In the event a court of competent jurisdiction declares a portion of this agreement invalid, the remaining provisions shall remain in full force and effect.

Name:

Name: James Kinzer

Title:

Title: Golf Sales Manager

Signature:

Signature:

You may fax this contract to 480-789-8545.

