

# THE WESTIN

## LAKE LAS VEGAS RESORT & SPA

8/10/16

### PERSONAL AND CONFIDENTIAL

BC Golf Guide / Golf the World  
1524 Woodridge Road  
Kelowna, BC, Canada V1W 3B4  
Attn: Danny Leitch

"Company": BC Golf Guide / Golf the World Vacations

Pursuant to this letter, Pacifica LLV Hotel d/b/a The Westin Lake Las Vegas Resort & Spa ("Hotel") agrees to provide rates for guest rooms at Hotel's facility located at 101 MonteLago Boulevard, Henderson, NV 89011 to ("Company") indicated above for use by Company and by travel agents, tour operators and wholesalers who primarily operate in off-line distribution channels (each, a "B2B Partner", and collectively, the "B2B Partners"), in accordance with, and subject to, the terms and conditions set forth below:

1. **Term:** This letter is valid from 4/1/17 through 3/31/18.
2. **Rates:** The rates for guest rooms at Hotel's facility that may be included by Company and its B2B Partners in Travel Packages are specified on Exhibit A or on the rate sheet provided by Company. All rates are non-commissionable.
3. **Travel Packages:** Company must bundle and must take commercially reasonable steps to ensure that its B2B Partners bundle all guest rooms made available through this letter in a packaged travel product that is, at a minimum, a combination of a room and airfare, an overnight cruise, or another meaningful component ("Travel Packages") before Company and its B2B Partners sell such guest rooms to retail customers. For the avoidance of doubt, under no circumstances may guest rooms made available through this letter be sold by Company or its B2B Partners on a retail website in a room-only or unbundled manner.
4. **Non-Disclosure of Rates:** Company may not sell, and must take commercially reasonable steps to ensure that its B2B Partners do not sell Hotel's guest rooms at rates provided through this letter in a manner that discloses, directly or indirectly, the rates for such guest rooms.
5. **Onward Distribution:** Except for B2B Partners, Company may not transfer or assign rates provided through this letter to any company or organization. Upon receipt of written notice from Hotel or Starwood Hotels & Resorts Worldwide, Inc. ("Starwood"), Company must stop distributing rates provided through this letter to any B2B Partner that has violated Starwood's Best Rate Guarantee (terms and conditions available at [www.starwoodhotels.com/bestrate/index.html](http://www.starwoodhotels.com/bestrate/index.html)) or which Hotel or Starwood otherwise determine do not qualify for use of such rates.
6. **Disclosure:** Company must, and must take commercially reasonable steps to ensure that its B2B Partners: (a) clearly and conspicuously disclose to customers in advance of booking all state and local taxes and all automatic or mandatory charges specified by Hotel; and (b) advise all customers that they are responsible for payment of all charges over and above the guest room charge (e.g., internet access).
7. **Marketing:** Hotel grants Company a non-exclusive, royalty free, non-sub-licensable (except to B2B Partners), non-transferable, revocable license to use Hotel's trademarks and logos and text, images, data, or other content depicting or otherwise related to Hotel's facility, solely to promote the sale of Travel Packages. All Hotel trademarks and content must be obtained through the Starwood Archive ([www.starwoodassetlibrary.com](http://www.starwoodassetlibrary.com)) and must be used by Company and its B2B Partners in accordance with the Starwood Trademark Guidelines posted on the Starwood Archive.
8. **Revenue and Taxes:** For guest rooms at Hotel's facility sold by Company or its B2B Partners at rates provided through this letter, Company will pay Hotel an amount equal to one hundred percent (100%) of the rate plus any applicable taxes and other charges (the "Standard Room Charge"). As between Company and Hotel, Company will retain all amounts by which the price of a Travel Package exceeds the Standard Room Charge (the "Consumer Price"). Company will be solely responsible for, and will timely remit to the proper taxing authorities, any and all taxes, duties, charges and governmental fees that are applicable to the difference between the Consumer Price and the Standard Room Charge.



9. **Billing Privileges:** Company must fully prepay for all bookings under this letter, unless, upon application and review by Hotel, Hotel elects to extend direct billing privileges to Company. If direct billing has been established, payment of all undisputed amounts is due within 30 days of Company's receipt of invoice from Hotel, and if not paid within 30 days will be accrue interest at 1½ % per month from the date of customer's departure.
10. **Reporting:** Company will provide Hotel with monthly reports in electronic form containing information about Hotel's guest rooms sold by Company and its B2B Partners under this letter.
11. **Insurance:** During the Term, each party will carry and maintain Commercial General Liability insurance covering bodily injury and property damage with a combined single limit of not less than \$1,000,000 per occurrence/annual aggregate and will provide evidence of such insurance upon request.
12. **Warranties:** Company and Hotel each represent and warrant that it has the right, power and authority to enter into this letter and to perform all of its obligations in this letter. Company further agrees that it is solely responsible for the content of marketing and advertising materials relating to Travel Packages, and Company represents and warrants that it and its B2B Partners will accurately and completely display at all times any guest room information provided by Hotel.
13. **Indemnification:** Each party will indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims resulting from its breach of this letter or the negligence or intentional misconduct of such party or its officers, directors, employees, agents, and contractors. Company agrees that its indemnity will cover claims: (a) resulting from Company or one of its B2B Partner's failure to pay any applicable taxes due on amounts it charged or collected; (b) resulting from Company or one of its B2B Partner's failure to clearly and conspicuously disclose to its consumer in advance of booking all mandatory fees and charges; or (c) by governmental authorities related to taxes or fees payable with respect to any amounts charged or collected by Company or its B2B Partners over and above the Standard Room Charge. Neither party will be liable for punitive damages.
14. **Dispute Resolution:** The parties will resolve any claim or dispute arising out of or relating to this letter through binding arbitration before one arbitrator conducted under the rules of the American Arbitration Association or JAMS in the state and city in which Hotel is located. The law of the state in which Hotel is located will be the governing law. The arbitration award will be enforceable in any state or federal court. Notwithstanding the above, the parties may bring any claim or dispute arising out of a violation of the "Marketing" or "Confidentiality" provisions in state or federal court in New York, New York. In any arbitration or litigation arising out of or relating to this letter or the enforcement of any arbitration award, the prevailing party will recover attorneys' fees and costs including expert witness and arbitration fees and pre- and post-judgment interest. Each party will be responsible for attorneys' fees and interest associated with the other party's efforts to collect monies owed under this letter.
15. **Laws and Policies:** Each party will comply with all applicable federal, state and local laws (including the Americans with Disabilities Act), its respective privacy policy, and Hotel rules and policies.
16. **Confidentiality:** Each party will each take reasonable steps to keep all confidential information provided by the other party confidential and to identify information as confidential when shared. Confidential information will not include: information that: (a) is already known by the receiving party, free of any obligation to keep it confidential, (2) is or becomes publicly known through no wrongful act of the receiving party, (3) is received by the receiving party from a third party without any restriction on confidentiality, (4) is independently developed by the receiving party, (5) is disclosed to third parties by the disclosing party without any obligation of confidentiality or because of valid order, rule, regulation or law, or (6) is approved for release by prior written authorization of the disclosing party.
17. **Termination:** Either party may terminate this letter in the event of a material breach of this letter by the other party if such breach is not cured within thirty (30) days from receipt of written notice of such breach. Either party may terminate this agreement for any reason with thirty (30) days written notice.
18. **Relationship of Parties:** Neither this letter nor the cooperation of the parties contemplated by this letter will be deemed or construed to create any partnership or joint venture between the parties.
19. **Public Communications:** Neither party will make or issue any public statement or announcement regarding the existence or the content of this letter, unless as the other party will agree in writing to such statement or announcement prior to its issuance.
20. **Force Majeure:** If acts of God or government authorities, natural disasters, or other emergencies beyond a party's reasonable control make it illegal or impossible for such party to perform its obligations under this Agreement, such party may terminate this Agreement upon written notice to the other party without liability.
21. **Notice:** Any notice required or permitted by the terms of this letter must be in writing.
22. **Assignment:** Company may not assign or delegate its rights or duties under this letter without Hotel's prior approval.
23. **Severability:** If any provision of this letter is held to be invalid or unenforceable that provision will be eliminated or limited to the minimum extent possible, and the remainder of the letter will have full force and effect.
24. **Waiver:** If either party agrees to waive its right to enforce any term of this letter, it does not waive its right to enforce any other terms of this letter.

This letter constitutes the entire agreement between the parties, supersedes all other written and oral agreements between the parties concerning its subject matter, and may not be amended except by a writing signed by Hotel and Company.

**ACCEPTED AND AGREED TO:**

BE GOLF GUIDE.com inc

(Name of Company)

By Danny L. Smith DLS

Date Aug 30 / 16

**HOTEL: The Westin Lake Las Vegas Resort & Spa**

Name \_\_\_\_\_

Date \_\_\_\_\_

(DL)



**EXHIBIT A  
RATE AND INVENTORY AGREEMENT**

**Inventory and Rates:** The currency for all prices, rates, and charges stated in this letter is US Dollars.

**Package Room Rates:**

**FREE SELL:**

Company and its B2B Partners may book rooms without an allotment commitment until such time as Hotel notifies Company to cease booking rooms.

All rooms on allotment or free sell must be sold and reported to Hotel daily by fax/email, as well as recapped at the cut-off schedule. Unsold rooms from allocation will be automatically released back to Hotel at the specified cut-off date. Requests after cut-off date are subject to rate and space availability. **Company agrees that Hotel reserves the right to contact Company and to re-negotiate allocation, in the event that actual or historical sales do not warrant the above noted allocation.**

Reservations that are within the allotment can be sold on a sell and report basis until the cutoff dates, in accordance with the room allotments set forth in this letter. Any requests after the cutoff date must be requested directly from Hotel. Reservation requests after the cutoff date will be confirmed at the prevailing rate, depending on the room category.

Requests should be emailed to: [reservations@westinlakelasvegas.com](mailto:reservations@westinlakelasvegas.com) or faxed to: **702-567-6067**. A confirmation number must be received from Hotel acknowledging receipt and confirmation of reservation.

The following seasonal net wholesale leisure contract rates are offered to Company for the periods shown below ("**Package Room Rates**").

**Valid Travel Dates: 4/1/17 - 3/31/18**

April 1 - April 30	Sun-Thu	Fri-Sat
Traditional Resort View	\$ 100.00	\$ 118.80
Premium Lake View	\$ 115.00	\$ 129.60
Premium Lake View PROMO	\$ 74.75	\$ 84.24

May 1 - Aug 31	Sun-Thu	Fri-Sat
Traditional Resort View	\$ 95.00	\$ 108.00
Premium Lake View	\$ 110.00	\$ 124.20
Premium Lake View PROMO	\$ 71.50	\$ 80.73

Sep 1 - Oct 31	Sun-Thu	Fri-Sat
Traditional Resort View	\$ 100.00	\$ 113.40
Premium Lake View	\$ 115.00	\$ 129.60
Premium Lake View PROMO	\$ 74.75	\$ 84.24

Nov 1 - Dec 31	Sun-Thu	Fri-Sat
Traditional Resort View	\$ 90.00	\$ 97.20
Premium Lake View	\$ 105.00	\$ 113.40
Premium Lake View PROMO	\$ 68.25	\$ 73.71

Jan 1 - Jan 31	Sun-Thu	Fri-Sat
Traditional Resort View	\$ 95.00	\$ 102.60
Premium Lake View	\$ 110.00	\$ 118.80
Premium Lake View PROMO	\$ 71.50	\$ 77.22

Feb 1 - Mar 31	Sun-Thu	Fri-Sat
Traditional Resort View	\$ 100.00	\$ 113.40
Premium Lake View	\$ 115.00	\$ 129.60
Premium Lake View PROMO	\$ 74.75	\$ 84.24

All Package Room Rates are based on single or double occupancy unless otherwise noted. FIT rates are subject to availability and may be available for up to 10 rooms per night.

**Partner Promotions: 4/1/17 – 3/31/18**

- 3<sup>rd</sup> night free on Traditional Resort View rooms; free night shall be taken on the lowest rated night, no Thursday arrivals. Resort Fee shall be paid on free 3<sup>rd</sup> night.
- 35% off Premium Lake View rooms; may not be combined with 3<sup>rd</sup> night free offer; promo rate is shown above.
- Daily Resort Fee discount: \$15+ tax daily resort fee shall be charged to guest at check-in; (regularly \$29 + tax per day) Resort Fee includes self-parking, unlimited use of Westin Workout and Spa Moulay (spa treatments additional), local and toll free calls, intra-resort shuttle, concierge assisted boarding passes, scheduled recreation and pool activities, high speed internet access, daily newspaper, one hour complimentary kayak rental, secured golf bag storage

**NOTE:** We recognize that some distribution partners require Resort Fee and its tax be included in rates and not charged to their customers directly at time of check-in. For these specific reservations, please indicate on reservation requests that Resort Fee shall be charged back to account. For those reservations guests will not be charged resort fee + tax at time of check-in.

**Blackout Dates**

Hotel reserves the right to impose black-out dates at its sole discretion. In such case, Hotel will honor all reservations for the black-out period, which were made prior to the notification of the black-out, provided reservation are received within 72 hours of the notification of the black-out at Hotel.

**Stop Sell Dates**

Year	Month	Dates
2017	April	7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18
2017	June	4, 5, 6, 7

Please note that black-out dates and high-demand dates may be added during the year at any time. Hotel will advise Company of this in advance and in this case, Hotel will request that Company stop selling from the allotment and submit reservations already made within 3 days from the date of notice.

**Cut-Off Dates:** Hotel has no obligation to honor the reservation at the contract made past the below cut-off dates:

Cut-Off Dates
3-days in advance of arrival

**Rate Conditions:**

**Taxes:** All room rates quoted are net, non-commissionable subject to all applicable taxes (current tax rate 12%). Rates are per room per night. The percentages specified are subject to change by government regulation and may be payable by Company on the margin applied to the guest rooms over and above the room rate.

**Split Season Rate:** For any reservations that commence in one season and overlap into another season during the guest's stay, the corresponding rate for each season will apply.

**Incidental and Additional Charges:**

- Children Policy:** No charge for children under 18 when occupying same room as adult(s) and using existing beds in rooms.
- Extra Adult Person Charge:** The above net rates are for single/double occupancy only. There will be an additional fee of \$25 per day plus tax charged to "Company" for each additional adult, with a maximum of 4 adults per room.
- Rollaway Beds:** Hotel provides rollaway beds at a cost of \$25.00 (plus tax) per day.



- WE WILL INCLUDE  
OF OUR BILL ← (17)
- d. **Mandatory Charges:** Discounted Resort Fee of \$15.00 plus tax per room per day. Additional to guest.
  - e. **Parking:** Hotel offers self-parking at no charge and valet parking at \$15.00 per day.
  - f. **Porterage:** Hotel will provide Porterage service for a fee of \$7.50 round-trip, per person for groups. Porterage charges will be automatically posted to the master account, unless otherwise specified.
  - g. **Meal Coupon Policy:** Guests have the option of prepaying for meal coupons for meals served in Hotel restaurants. If Company wants to provide their own coupon this must be approved thirty (30) days prior to arrival by Hotel.

**Check-in and Check-out Time:** Check-in time is 3pm, check-out time is 12pm. All guests arriving before 3:00pm will be accommodated as rooms become available. Baggage may be checked-in for those arriving early if rooms are unavailable.

**Cancellation Policy:** Room reservations may be canceled up to 72 hours prior to arrival via fax or email. If cancellation occurs within 72 hours of arrival or if a no-show occurs, a one-night cancellation fee including room and tax will be assessed. Date changes inside of the cancellation policy are considered a cancellation and a re-booking, and as such, are subject to cancellation damages. The daily cancellation fee will not be contingent on Hotel's occupancy for the nights for which rooms are cancelled. No-shows must be paid without reliance on vouchers due to the inability of the client to present the voucher. Should the Company fail to pay the cancellation fee, Hotel may cancel the Company's billing privileges or this letter, at Hotel's sole discretion, without any obligation or liability whatsoever. No refunds will be provided for early departure. The cancellation policy may be changed by Hotel at any time in Hotel's sole discretion.

**Early Departure Policy:** An early departure fee of one night's room and tax will be billed to Company in the event guests do not utilize all nights originally booked but not consumed. Guests may change their departure date upon check-in without penalty.

**Relocation:** If any guest room reservation cannot be accommodated by Hotel, Hotel will provide: (1) accommodations at a comparable Hotel reasonably nearby at no charge for the first night; (2) one complimentary round trip ground transportation between Hotel and the alternate hotel for each day the guest is displaced; (3) one 5 minute phone call and necessary arrangements for forwarding of the displaced guest's telephone messages and mail; (4) an offer to relocate the displaced guest back to the first available guest room; and (5) upgraded accommodations at Hotel upon return (if available) and a welcome expression from the General Manager.

**Disability Accommodation Policy:** As all of Hotel's accommodations are sold on a first come first served basis, in order to ensure that Hotel is able to best accommodate any guests with disabilities, it is the responsibility of Company to notify Hotel at least 3 days in advance of the need for any special accommodations, including accessible guest rooms. Should Company fail to do this, Hotel may not be able to ensure that disabled guests receive their requested accommodations.

**PRE-PAY ACCOUNT:**

\*30 DAYS PRIOR TO CLIENT ARRIVAL ← (18)

**FULL PREPAYMENT** will be due to Hotel ~~at time of reservation~~. ~~If the full prepayment is not received by such date, the reservation will automatically be canceled.~~

Checks for full prepayment should be made payable to **Hotel** by individual reservation, noting guest name and arrival date. Checks should be mailed to **Hotel**.

When utilizing a Bank Wire to prepay reservations, Company must notify Hotel in advance and request from Hotel wire instructions. Guest information (i.e., Guest Name, Travel Date, and Hotel Name) must be included with the wire transfer.

**WESTIN LAKE LAS VEGAS RESORT & SPA CONTACT INFORMATION:**

**Reservations Contact Information:**

Name: Teresa Morrissey  
Title: Director of Revenue Management  
Phone #: 702-567-6104  
Fax #: 702-567-6103  
Email: tmorrissey@westinlakelasvegas.com

**Sales Department Contact Information:**

Name: Roger Reveyrand  
Title: Director of Leisure Sales  
Phone #: 702-567-6127  
Fax #: 702-567-6103  
Email: rreveyrand@westinlakelasvegas.com

**Revenue Manager's Contact Information:**

Name: Teresa Morrissey  
Title: Director of Revenue Management  
Phone #: 702-567-6104  
Fax #: 702-567-6103  
Email: tmorrissey@westinlakelasvegas.com

**Accounting Department Contact Information:**

Name: Alana Hampton  
Title: Accounts Receivable  
Phone #: 702-567-6184  
Fax #: 702-567-6132  
Email: ahampton@westinlakelasvegas.com

**ACCOUNT CONTACT INFORMATION:**

Account Website: Begolfguide.com

**Account Manager Contact Information:**

Name: Danny Leisen  
Title: Dir. of Bus. Development  
Phone #: 877 223 7226  
Fax #: 250 800 0912  
Email: Danny@Begolfguide.com

**Accounting Contact Information:**

Name: ROSS MARRINGTON  
Title: PRESIDENT  
Phone #: 877 223 7226  
Fax #: 250 800 0912  
Email: ROSS@Begolfguide.com

**Allotment / Stop Sell Contact Information:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone #: SAME AS ABOVE  
Fax #: \_\_\_\_\_  
Email: \_\_\_\_\_

**Other Contact Information:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Email: \_\_\_\_\_

# THE WESTIN

LAKE LAS VEGAS  
RESORT & SPA

7.19.16

## Westin Lake Las Vegas Resort - Golf Package Bundled Golf Rates and Policies

The rates shown below must be bundled with a room at The Westin Lake Las Vegas Resort & Spa.

Golf package tee time availability inquiries and reservations must be made by calling the hotel concierge at: (702) 567-6000. Please check tee time availability prior to booking a golf package. Tee times are subject to availability; package rates are subject to change; blackout dates may apply.

When inquiring about tee time availability or requesting reservations please indicate course name, desired dates of play, number of golfers and desired starting time. ***This information must be provided with the golf package room request.***

### Golf Package Booking Windows:

Chimera Golf Club	30 days
Reflection Bay	90 days
Southshore	120 days
Dragon Ridge	120 days

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### **Reflection Bay Golf Club** - Jack Nicklaus Signature design - (90 day booking window)

Golf packages may be booked for up to 15 players.

6/1/16 - 9/30/16	\$75	any day
10/1/16 - 11/13/16	\$125	any day
11/14/16 - 2/2/17	\$75	any day

Package rates include shared cart and range balls. Tee times are subject to availability.

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### **SouthShore Golf Club** - Jack Nicklaus Signature design - Private Club - (120 day booking window)

Golf packages may be booked for up to 15 players.

6/1/16 - 9/30/16	\$75	any day
10/1/16 - 5/31/17	\$120	any day

Package rates include shared cart and range balls. Tee times are subject to availability.

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### **Dragon Ridge Country Club** - Jay Morrish design - Private Club - (120 day booking window)

Located approximately 25 minutes from The Westin Lake Las Vegas Resort

Golf packages may be booked for up to 15 players. The following rates are valid 8/1/15 - 9/30/16.

10/1/ - 5/31	\$150	any day
6/1 - 9/30	\$95	any day

Package rates include shared cart and range balls. Tee times are subject to availability.



**Chimera Golf Club** - (formerly Tuscany) - Ted Robinson Jr. design - (30 day booking window)

Located approximately 10 minutes from The Westin Lake Las Vegas Resort

Golf packages may be booked for up to 15 players.

10/1/16 – 5/31/17      \$85      any day

Package rates include shared cart and range balls. Tee times are subject to availability.

