



ATTN:  
Laurie

## 2017 TOUR/FIT WHOLESALE AGREEMENT

### BC Golf Guide

Danny Leitch  
BC Golf Guide  
1524 Woodridge Road  
Kelowna BC, Canada  
V1W 3B4

This Static Rate Wholesale Agreement (the "Agreement") is entered into by and BC Golf Guide and Fairmont Hotels & Resorts, operating as The Fairmont Palliser. For ease of reference, The Fairmont Palliser will be referred to as the "Hotel"; BC Golf Guide shall be referred to as the "Travel Company". Travel Company and Hotel are each also referred to as a "Party" or together the "Parties." The Agreement commences on the date of the last party's signature (the "Effective Date").

### I. TERM

This Agreement begins on the Effective Date and continues for one year **2017**, unless earlier terminated as set forth below ("**Initial Term**"). Thereafter, the Agreement shall renew annually (each a "**Renewal Term**") unless either Party provides the other Party written notice of its intent not to renew the Agreement at least 60 days before the end of the Initial Term or then-current Renewal Term. The Initial Term and any and all Renewal Terms shall be referred to as the "**Term**."

### II. SCOPE

#### **FIT**

This Agreement sets forth the terms and conditions under which the Hotel/s will make available to Travel Company rooms for distribution ("**Rooms**") to guests, travel agents, tour operators and wholesalers through both offline and online distribution channels. This Agreement applies to individual guests only ("**FIT**" – 9 rooms or less), who have purchased accommodations or accommodation packages from the Travel Company. Travel Company represents and warrants that it is a licensed travel company and shall remain properly licensed throughout the Agreement.

(14)

## **TOUR**

This Agreement also sets forth the terms and conditions under which the Hotel/s will make available to Travel Company rooms for distribution ("**Rooms**") to guests, travel agents, tour operators and wholesalers through both offline and online distribution channels. This Agreement applies to groups of guests who have purchased accommodations or accommodation packages from the Travel Company of at least 10 rooms or more. Travel Company represents and warrants that it is a licensed travel company and shall remain properly licensed throughout the Agreement.

## **III. DEFINITIONS**

For the purposes of this Agreement:

**"Distribution Partners"** means those non-retail third-parties to whom Travel Company may distribute Rooms in accordance with the terms and conditions of this Agreement. For example, Distribution Partners may be on-line or offline or receptive or non-receptive tour operators, wholesalers, and travel aggregators.

**"Travel Package"** means a combination of a Room with at least one other travel-related component with a common or closely related commencement date consumed by a single guest or multiple guests and which are displayed as a single price and presented to the guest as a single billing item. Components may include and airline ticket, an overnight cruise or a cultural activity.

## **IV. RATES**

### **GENERALLY**

Rates are attached as Schedule A ("**Rates.**"). These Rates shall apply to reservations booked in **2017** Season. New Rates will be provided in writing as an amendment or addendum to the Agreement at the beginning of each agreement year during the Term.

### **ADDITIONAL RATE DETAILS**

1. All rates are net, non-commissionable.
2. These Rates cannot be posted, published or made available to 3<sup>rd</sup> party Internet sites, corporate travel, conference or incentive groups. Distribution or exposure of Net Tour Rates will allow the Hotel to immediately terminate the Agreement.
3. Rates do not include (a) applicable country, province, state and local taxes, (b) other mandatory fees and charges, (c) meals (unless a Meal Plan is set forth in Schedule A), and (d) any other optional fees and charges (*e.g.* Porterage/Meal Plan). Tax rates at time of signature, and all mandatory and optional fees and charges are set forth in Schedule A. Travel Company must indicate all optional fees and charges (including Meal Plans) it wishes to be included in the Rate package provided to guests and Distribution Partners in Schedule A. For the avoidance of doubt, Travel Company shall remit payment to Hotel for all mandatory fees and charges and for all optional fees and charges selected by Travel Company as set forth herein.

4. Rates are for Rooms which fall within the Travel Company's allotment as set out below, if Travel Company is receiving an allotment. All Rates are quoted in Canadian (CAD).

#### **RATE RESTRICTIONS AND CONFIDENTIALITY**

1. Rates are strictly confidential. Travel Company shall, and shall ensure that all Distribution Partners, offer and distribute Rooms in a way that does not directly or indirectly expose or disclose such Rates to guests or any third-party. Further, Travel Company shall not, and shall ensure that each Distribution Partner does not, disclose the rate for any individual component of a Travel Package or market individual, unbundled components thereof. Travel Company's violation of this Section will entitle Hotel to immediately terminate this Agreement. In addition, if any Distribution Partner violates this Section, Hotel may, at its option, (a) immediately terminate this Agreement; (b) request that Travel Company immediately and temporarily cease distribution of Rooms via that Distribution Partner until the violation is remedied or (c) request that Travel Company immediately and permanently cease distribution of Rooms via that Distribution Partner.
2. Travel Company must offer and distribute all Rooms at a markup from the Rate.
3. Travel Company shall ensure that all mandatory fees and charges and all selected optional fees and charges and the obligation to pay such charges are (a) included in any Travel Package rate provided by Travel Company to guests or any Distribution Partner or (b) otherwise clearly and conspicuously disclosed to Hotel guests prior to booking.
4. Travel Company's failure to fulfill its obligations under this Section shall constitute a material breach of this Agreement.

#### **V. ROOMS**

Reservations will be accepted from the Travel Company on a space available basis only.

#### **VI. BOOKINGS, CANCELLATIONS AND AMENDMENTS:**

Reservations may be made, as applicable, directly through the Hotel reservations office, through the central reservations, via the electronic mail address set forth below or via extranet or direct connection, as applicable. As the Rates are based on this Agreement, they will not be quoted at the time of reservation to the Hotel.

Hotel's cancellation policy is set forth in Schedule A. Travel Company shall immediately notify Hotel in writing upon receipt of a request to cancel a guaranteed reservation, which notification shall contain the information set forth in Section (VI)(A). Travel Company shall be solely responsible for accepting cancellation requests for Rooms and Hotel shall refer all guests who contact Hotel for that purpose to Travel Company.





Travel Company shall immediately notify Hotel in writing upon receipt of a request to amend a reservation, which notification shall contain the information set forth in Section (VI)(A) and the requested change. Hotel shall make every effort to accommodate such changes, but does not guarantee they will be made.

For no shows on guaranteed reservations, Travel Company must still pay Hotel for the one night room and tax of the reserved stay.

If a guest wishes to extend a stay beyond that booked through Travel Company, the guest shall negotiate rate and make payment directly to Hotel, as applicable and subject to availability. Travel Company shall not be entitled to receive compensation for any such extended stay, rooming lists may be provided, as applicable, directly through the Hotel reservations office, As the Rates are based on this Agreement, they will not be quoted at the time of reservation to the Hotel.

***FIT Booking Procedure:*** Reservations & Rooming Lists for FIT tour programs may be made directly through the Hotel reservations office, or through the central reservations number for Fairmont.

The Fairmont Palliser Reservations Team

|                |  |
|----------------|--|
| Telephone:     | 1-403-262-1234   |
| Toll Free:     | 1-866-540-4477   |
|                | <i>*please ask for In-house Reservations*</i>                                  |
| Fax:           | 1-403-266-1796   |
| E-mail:        | <a href="mailto:Pal.Reservation@Fairmont.com">Pal.Reservation@Fairmont.com</a> |
| Office Hours : | Monday – Friday (08:30 – 16:30 MDT)  |

***Rooming lists are required no less than 7 days before the guest's arrival date.***

***TOUR booking procedure:*** Requests for ad-hoc tour groups will be processed through the Palliser Sales Manager and/or Reservations Manager and confirmed based on hotel availability. All group bookings will be confirmed by an addendum to this contract.

Group contacts:

Sales Manager – Sophia Tumato, 403-260-1286, [sophia.tumato@fairmont.com](mailto:sophia.tumato@fairmont.com)

If Travel Company has been provided an allotment, it shall provide a Rooming List for all Rooms booked in accordance. Rooming Lists must contain, at a minimum, the name of each guest, arrival and departure dates of each guest, room category, package name / promotion / meal plan (if applicable), name and contact number of Tour Leader/Director, and name of Hotel.

***Group rooming lists will be provided at least 30 days prior to the group's arrival***



## **VII. PLEDGE RELOCATE POLICY**

In the event the Hotel does not honor 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.

## **VIII. PAYMENT AND BILLING**

A. For each Room sold through Travel Company, Hotel shall be due and Travel Company shall remit an amount equal to the applicable Rate, plus all mandatory fees and charges, applicable state and local taxes and any optional fees and charges selected by Travel Company in Schedule A (together, the “**Standard Rate**”) multiplied by the number of Room nights in the applicable reservation.

B. As between Travel Company and Hotel, Travel Company shall retain all amounts by which the rate charged by Travel Company or Distribution Partner (“**Sell Rate**”) exceeds the Standard Rate.

## **C. CREDIT EXTENDED / BILLING PRIVILEGES**

1. Payment is due 30 days before arrival unless billing privileges have been extended by the Hotel. Payments can be made by cheque, credit card, or direct transfer to the Hotel’s account at:

**Bank Name:** Bank of Montreal  
350 7th Avenue SW  
Calgary, AB  
T2P 3N9  
P) 403-234-3096  
Account/Transfer: 00109-001-1287549  
**Credit to:** The Fairmont Palliser

Please notify the Hotel with direct transfer confirmations by fax 403-234-9411 or e-mail to [palaccounting@fairmont.com](mailto:palaccounting@fairmont.com).

2. Travel Company agrees to pay all invoice statements upon receipt. Accounts not paid within 30 days of the date of the invoice will be charged interest in the amount of 1.5 % per month (19.6% per annum), and billing privileges will be suspended by each Fairmont branded property.

D. All payments, whether pre-payments or direct bills, shall be made in Canadian Dollars. Any payments received in foreign currency will be converted to Canadian Dollars based on Hotel’s current rate of exchange at the time Hotel receives payment(s).



## **IX. INCIDENTAL CHARGES**

It is the Hotel policy that guests be required to provide a valid credit card to the front desk upon arrival before signing privileges on incidentals will be extended. At the time of check-in, the front desk will also pre-authorize the credit card for \$100.00 per night, based on the length of the guest's reservation. (i.e. for a 4 night reservation, the front office will pre-authorize \$400.00 to the guest credit card).

## **X. LIMITATIONS ON DISTRIBUTION**

A. In addition to those other limitations set forth herein, Hotel may, in its sole discretion, limit or prohibit Travel Company's distribution of Rooms through any Distribution Partner that:

1. Is not qualified to use Rooms, or;
2. Engages in practices that the Hotel determines may expose Hotel or its parent companies, subsidiaries or affiliates to liability or a loss of good will or reputation.

B. Travel Company acknowledges and agrees that it is solely responsible for, and shall take whatever steps necessary to ensure, the prompt and proper performance of the terms and conditions of this Agreement by any Distribution Partner and remains liable for violations of this Agreement by any Distribution Partner.

C. In the event of a violation of this Section, Hotel may terminate immediately this Agreement and seek all available remedies at law or equity. Travel Company acknowledges and agrees that a violation of this Section would cause irreparable harm to Hotel or its parent companies, subsidiaries or affiliates and that Hotel shall be entitled to seek immediate injunctive relief preventing the continued offer, distribution or sale of Rooms in violation of this Agreement.

## **XI. INDEMNITY**

A. Travel Company shall indemnify and hold and any of its parents, subsidiaries, affiliates, officers, directors, employees, agents and representatives ("**Hotel Indemnitees**") forever harmless from and against any and all personal injury, property damage, loss, liability or claim of liability, expenses, fines and penalties including reasonable legal fees (together, "**Claims**") caused by, arising from or relating to: a) a material breach of this Agreement by Travel Company, its agents, employees or representatives; b) any negligent act, error or omission by Travel Company, any Distribution Partner, or its or their willful misconduct; c) the infringement, misappropriation or violation of any intellectual property or privacy right of any Travel Company Materials, or any other service, product or advertising of Travel Company or any Distribution Partner; d) the collection, maintenance storage or use of Hotel guests' personally identifiable information by Travel Company or Distribution Partners, including, without limitation, Travel Company or Distribution Partners' failure to comply with its or their respective Privacy Policies (as defined below); e) Travel Company's or any Distribution Partner's failure to comply with applicable laws and f) Travel Company or any Distribution Partner's disclosure of Rates.





B. The Hotel shall indemnify and hold the Travel Company and any of its parents, subsidiaries, affiliates, officers, directors, employees, agents and representatives forever harmless from, and against, any and all personal injury, property damage, loss, liability or claim of liability including reasonable legal fees caused by: a) any material breach of the Agreement by Hotel, its agents, employees or representatives, or b) any negligent act, error or omission by Hotel, its agents, employees or representatives.

## **XII. MARKETING AND INTELLECTUAL PROPERTY**

A. Travel Company shall feature the Hotel (a) in a published brochure or tariff, including a colour photo of Hotel, if Travel Company does not distribute Rooms via the Internet or (b) on all websites where Travel Company sells or otherwise distributes hotel rooms, packages and other travel-related services to the general public or, if applicable, Distribution Partners (collectively, the “**Travel Company Sites**”). All materials described in this section, including the Travel Company Sites, are referred to as the “**Travel Company Materials**.”

B. Travel Company is granted a limited, royalty-free, revocable, non-transferable (except as provided herein) license to display the trademarks, trade names, and logos (“**Marks**”), as well as any images, photographs, text and other intellectual property of the Hotel (together with the Hotel Marks, the “**Hotel Intellectual Property**”) solely as provided or approved by Hotel and only for promoting, marketing and booking Rooms. This Agreement does not convey to Travel Company any right, title or interest in the Hotel Intellectual Property. Hotel or its licensors retain all right, title and interest in and to the Hotel Intellectual Property and all goodwill created by the use thereof shall accrue to Hotel or its licensors, as applicable. The Travel Company shall not take any action that would in any way impair the proprietary rights of the Hotel or its licensors in the Hotel Intellectual Property. Without limiting any of the foregoing, Travel Company shall also adhere to all obligations and restrictions set forth in Schedule C Trademark Protection.

### **C. Injunctive Relief.**

1. Travel Company acknowledges and agrees that a violation of this Section would cause irreparable harm to Hotel or its parent companies, subsidiaries or affiliates and that Hotel shall be entitled to seek immediate injunctive relief for breaches of the license granted herein.

## **XIII. COMPLIANCE WITH LAWS**

Travel Company agrees, represents and warrants that it shall comply with all country, province, state, regional and local laws, ordinances, regulations or other acts of government applicable to its business including, without limitation, applicable to or addressing the collection, storage, maintenance and use of personal and corporate information including, without limitation, financial information and applicable to or addressing consumer protection and advertising laws.



#### **XIV. DATA PRIVACY AND PROTECTION**

Travel Company shall have and maintain, and shall ensure that all Distribution Partners have and maintain, through the Term, a policy regarding its collection, retention, use and disclosure of personally identifiable information, as such phrase is defined by applicable laws (“**Privacy Policy**”). Such Privacy Policy shall be clearly and conspicuously disclosed to individual persons at all points where personally identifiable information is collected including, without limitation, on Travel Company’s or a Distribution Partners’ web site(s) and on any written forms distributed by Travel Company or Distribution Partner for the purpose of collecting personally identifiable information. Travel Company shall at all times adhere to its Privacy Policy and shall ensure that all Distribution Partners adhere to their respective Privacy Policies.

#### **XV. FORCE MAJEURE**

If the Agreement becomes impossible to perform by either party due to acts of God, war, government regulations, disaster, strikes, civil disorder, curtailment of transportation facilities, or other emergencies making it illegal or impossible to provide the rooms, the Party affected shall notify the other Party immediately and the non-performing Party shall be excused from any further performance of its obligations (other than non-payment of monies) for the duration of such event provided that the reason for said termination is in effect in the location of the Hotel or the immediate surrounding area.

#### **XVI. TERMINATION**

In addition to those termination rights set forth herein, if either Party materially breaches the Agreement, the other party may terminate the Agreement on 30 days written notice, provided that the Party at fault will have had 15 days to cure such breach, after having received written notice to do so.

#### **XVII. MISCELLANEOUS**

A. This Agreement is made and will be performed in Calgary, Alberta, and shall be governed by and constructed in accordance with Calgary, Alberta, law, excluding its conflict of law rules. By executing this Agreement, Travel Company consents to the exercise of personal jurisdiction over it by, and venue in, the courts of the State/Province of Calgary, Alberta. Any legal action in connection with this Agreement shall be brought and maintained only in Calgary, Alberta. In the event of litigation arising from or associated with this Agreement, the prevailing Party shall recover its reasonable attorney’s fees and any costs incurred.

B. Travel Company may not assign this Agreement or any of its rights under this Agreement without the Hotel’s prior written consent. Travel Company further agrees that any change in its corporate or business ownership structure, whether by merger, amalgamation, take-over or otherwise, shall not serve to cancel, modify or in any way reduce its obligations under this Agreement and this Agreement shall remain in full force and effect with respect to the Travel Company and successor entity.





### XVIII. ACCEPTANCE

In order to confirm the arrangements set forth herein, this Agreement should be received by the Hotel no later than **August 31, 2016**, in order to guarantee this Agreement. After the Travel Company has had an opportunity to review and approve this Agreement, please sign and return the additional enclosed copy directly to:

The Fairmont Palliser  
Sophia Tumato  
Sales Manager  
133-9<sup>th</sup> Avenue S.W  
Calgary, Alberta  
T2P 2M3  
403-260-1286  
[sophia.tumato@fairmont.com](mailto:sophia.tumato@fairmont.com)

On behalf of the Hotel:  
InnVest Hotels XV Limited Partnership,  
by its general partner, InnVest Hotels GP XV Ltd.,  
Operating as The Fairmont Palliser:

On behalf of BC Golf Guide:

\_\_\_\_\_  
Signature

Name: Sophia Tumato

Title: Sales Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

  
Signature

Name: DANNY LEITCH

Title: D. OF BUSINESS DEVELOPMENT

Date: SEPT 20 / 16

NOTE: Written acceptance constitutes a binding contract between us and this document must therefore be signed by a representative authorized to commit to such arrangements on behalf of BC Golf Guide.

