

THE WESTIN
MISSION HILLS
GOLF RESORT & SPA

2017 / 2018
BCGOLFGUIDE.COM INC.
(dba Golf The World Vacations)
F.I.T. AGREEMENT
Confidential Agreement

Company:	BCGOLFGUIDE.COM, INC.	THE WESTIN MISSION HILLS GOLF RESORT & SPA
Name:	Danny Leitch	Robert Secoda
Title:	Director	Director Of Travel Industry Sales
Address:	1524 Woodridge Rd. Kelowna, BC V1W 3B4	71333 Dinah Shore Dr. Rancho Mirage, CA 92270
Country:	Canada	USA
Telephone:	(519) 802-2077	480.624.1304
Email:	danny@bcgolfguide.com	robert.secoda@westin.com

Pursuant to this agreement, HST LESSEE MISSION HILLS LP d/b/a THE WESTIN MISSION HILLS GOLF RESORT & SPA ("HOTEL") agrees to provide rates for guest rooms at Hotel's facilities to BCGOLFGUIDE.COM, INC., ("COMPANY") 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 Agreement is valid from **1 APR 2017 through 30 APRIL 2018** (the "Term").
2. **Rates:** The rates for guest rooms at Hotel's facilities 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:**
 - 3.1 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 the HOTEL Agreements 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 Agreement to any B2B Partner that:
 - 5.1 Has failed to combine the rates into Travel Packages before selling them to retail customers or has otherwise violated the terms of this Agreement;
 - 5.2 Has violated applicable law; or
 - 5.3 Starwood or such Participating Hotel otherwise determines do not qualify for use of such rates.
6. **Confirmation:** COMPANY will provide, in accordance with all applicable laws and privacy policies, confirmation of Travel Package details to customers. Such confirmation will provide customers with the name, brand affiliation, precise location and telephone number of the relevant Participating HOTEL.
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 Asset Library (www.starwoodassetlibrary.com)



and must be used by COMPANY and its B2B Partners in accordance with the Starwood Trademark Guidelines posted on the Starwood Asset Library.

8. **Revenue and Taxes:** For guest rooms sold by COMPANY or its B2B Partners at rates provided through this letter, COMPANY will pay Hotel an amount equal to 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. **Disclosure:** COMPANY must, and must take commercially reasonable steps to ensure that its B2B Partners: (a) advise all customers that they are responsible for payment of all charges over and above the Standard Room Charge (e.g., internet access); and (b) clearly and conspicuously disclose to customers in advance of booking all state and local taxes and all automatic or mandatory charges (e.g., resort charges) specified by Hotel.
10. **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.
11. **Payments from Customers:** Each Participating HOTEL will collect payment from its customers for any applicable taxes, automatic and mandatory charges, and incidental charges not included in the Standard Room Charge.
12. **Reporting:** Upon HOTEL'S request, 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.
13. **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.
14. **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.
15. **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.
16. **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.
17. **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.
18. **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.

19. **Termination:**

- 19.1 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 30 days (or in the case of a breach of Section 3.1, within 5 days) from receipt of written notice of such breach;
- 19.2 Either party may terminate this letter without cause by providing the other party with 90 days prior written notice; and
- 19.3 Either party may terminate this Agreement upon 30 days' prior notice if the other party (i) consistently fails to pay its bona fide debts as they come due, (ii) becomes subject to a voluntary or involuntary bankruptcy proceeding (and, in the case of an involuntary proceeding, such proceeding is not dismissed within 90 days), or (iii) makes a general assignment for the benefit of its creditors.
- 19.4 HOTEL may terminate this Agreement within five (5) days from receipt of written notice from HOTEL if (a) COMPANY does not cure a breach of 3.1 (Travel Packages); or (2) Company does not stop distributing rates to a B2B Partner if requested by Starwood or the Participating Hotel pursuant to Section 5 (Onward Distribution).

20 **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.

21 **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.

22 **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.

23 **Notice:** Any notice required or permitted by the terms of this letter must be in writing.

24 **Assignment:** Company may not assign or delegate its rights or duties under this letter without Hotel's prior approval.


25 **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.

26 **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.

EXECUTE THE 2017/18 F.I.T. AGREEMENT:

We thank you for the opportunity to work with you and look forward to a mutually profitable relationship. If the contents of this Agreement are acceptable to you, please sign to indicate your consent to the terms and conditions, and return the entire agreement by scanned Email or FAX.

This Agreement 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 THE WESTIN MISSION HILLS GOLF RESORT & SPA and COMPANY.

Accepted For And On Behalf Of:		Accepted For And On Behalf Of:	
Company:	BCGOLFGUIDE.COM, INC.	THE WESTIN MISSION HILLS GOLF RESORT & SPA	
Representative:	Danny Leitch	Robert Secoda	
Title:	Director	Director Of Travel Industry Sales	
Signature:			
Date:	Oct 12 / 16		

Please sign and return the Entire Contract Agreement to Robert Secoda via Fax or
Scan the Document and send as an Email Attachment.

Confidential Agreement



THE WESTIN

MISSION HILLS

GOLF RESORT & SPA

2017/18
EXHIBIT A

BCGOLFGUIDE.COM, INC.

HOTEL RATE AND INVENTORY AGREEMENT

This Hotel Rate, Inventory Agreement, dated as of 5 October 2016 entered between BCGOLFGUIDE.COM, INC. (herein referred to as the COMPANY) and THE WESTIN MISSION HILLS GOLF RESORT & SPA ("HOTEL") incorporates the term of, and is governed by, the Starwood F.I.T. Unless specifically defined otherwise herein, all terms used in this Hotel Rate and Inventory Agreement will have the meanings given them in the Agreement.

Name of Hotel facility: **THE WESTIN MISSION HILLS GOLF RESORT & SPA**

Address/City/ST/ZIP CODE/COUNTRY: **71333 DINAH SHORE DRIVE, RANCHO MIRAGE, CALIFORNIA 92270**

The COMPANY and THE WESTIN MISSION HILLS GOLF RESORT & SPA agree as follows:

INVENTORY AND RATES: The currency for all prices, rates, and charges stated are in US Dollars.

WHOLESALE NET RATES (single or double occupancy):

1. Rates are **EUROPEAN PLAN**, room only, and are exclusive of applicable taxes, currently **13.25%** (subject to change).
2. COMPANY will be advised of any tax increase and will be responsible for new tax rate upon notification. All rates are net, non-commissionable.
4. All miscellaneous services will be charged a la carte.
5. Net rates for specific room view types are outlined; specific room views are only guaranteed when booked at the specific rates for each view type. All room rates are based on single or double occupancy.
6. 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.
7. Rates over Special Events (i.e. Coachella Music Festivals) will require prepayment. Special Event / Holiday Pricing dates are noted below.

2017/18 RATE SCHEDULE

Wholesale Seasons	Room Category	Rack Rate	Net Room Rates US Dollars
1 APR 2017 – 7 MAY 2017 <input type="checkbox"/> See Special Event / Holiday pricing for specific dates listed below.	Traditional Room	\$699.00	\$228.00
	Deluxe Room	\$739.00	\$279.00
	Resort Suite	\$799.00	\$349.00
8 MAY 2017 – 11 JUN 2017 <input type="checkbox"/> See Special Event / Holiday pricing for specific dates listed below.	Traditional Room	\$649.00	\$144.00
	Deluxe Room	\$689.00	\$164.00
	Resort Suite	\$749.00	\$216.00
12 JUN 2017 – 21 SEP 2017 <input type="checkbox"/> See Special Event / Holiday pricing for specific dates listed below.	Traditional Room	\$699.00	\$112.00
	Deluxe Room	\$739.00	\$132.00
	Resort Suite	\$799.00	\$173.00
22 SEP 2017 – 28 DEC 2017 <input type="checkbox"/> See Special Event / Holiday pricing for specific dates listed below.	Traditional Room	\$599.00	\$171.00
	Deluxe Room	\$639.00	\$201.00
	Resort Suite	\$699.00	\$242.00
29 DEC 2017 – 15 FEB 2018 <input type="checkbox"/> See Special Event / Holiday pricing for specific dates listed below.	Traditional Room	\$649.00	\$216.00
	Deluxe Room	\$689.00	\$258.00
	Resort Suite	\$749.00	\$288.00
16 FEB 2018 – 31 MAR 2018 <input type="checkbox"/> See Special Event / Holiday pricing for specific dates listed below.	Traditional Room	\$699.00	\$241.00
	Deluxe Room	\$729.00	\$282.00
	Resort Suite	\$789.00	\$346.00

SPECIAL EVENT / HOLIDAY PRICING:

SPECIAL EVENT PRICING	Room Category	Rack Rate	Net Room Rates US Dollars
Coachella Music Festivals <i>Minimum 3-Night Stay</i> <i>Full repayment within 14 days of reservations</i> 14, 15, 16, 21, 22 & 23 APR 2017	Traditional Room	\$699.00	\$378.00
	Deluxe Room	\$739.00	\$429.00
	Resort Suite	\$799.00	NA
Fall Music Festivals <i>Minimum 3-Night Stay</i> <i>Full repayment within 14 days of reservations</i> 6,7 & 8 OCT 2017 and 13, 14 & 15 OCT 2017	Traditional Room	\$599.00	\$329.00
	Deluxe Room	\$639.00	\$359.00
	Resort Suite	\$699.00	NA
Special Terms & Conditions: <input type="checkbox"/> Three (3) night minimum stay is required over these dates. <input type="checkbox"/> The Spring & Fall Music Festivals require a full pre-payment within fourteen (14) days following the reservation request. <input type="checkbox"/> If payment is not received within the fourteen (14) payment window, the reservation will be automatically cancelled. <input type="checkbox"/> Accommodations are subject to allotments and Release/Cut-Off Dates. Rooms requested within the Release Date/Cut-off window will be at the current market rate at time of booking. <input type="checkbox"/> Daily Resort Services Charges will be reduced from \$32.00 to \$20.00 plus 11.25% tax per night (tax is subject to change). <input type="checkbox"/> Please note, the Complimentary Night Special Offer/Value Added Benefit will Not Apply on bookings over the Music Festival dates.			

HOLIDAY PRICING:

HOLIDAY PRICING	Room Category	Rack Rate	Net Room Rates US Dollars
Memorial Holiday Weekend <i>Minimum 3-Night Stay</i> 26, 27 & 28 MAY 2017	Traditional Room	\$649.00	\$194.00
	Deluxe Room	\$689.00	\$214.00
	Resort Suite	\$749.00	\$266.00
Independence Day Weekend <i>Minimum 3-Night Stay ... 3rd Night Free Is Not Valid</i> 30 JUN, 1, 2 & 3 JUL 2017	Traditional Room	\$349.00	\$152.00
	Deluxe Room	\$379.00	\$172.00
	Resort Suite	\$449.00	\$213.00
Labor Day Holiday Weekend <i>Minimum 3-Night Stay</i> 1, 2 & 3 SEP 2017	Traditional Room	\$699.00	\$152.00
	Deluxe Room	\$739.00	\$172.00
	Resort Suite	\$799.00	\$213.00
New Year's Holiday Weekend <i>Minimum 3-Night Stay</i> 29, 30 & 31 DEC 2017	Traditional Room	\$649.00	\$256.00
	Deluxe Room	\$689.00	\$298.00
	Resort Suite	\$749.00	\$328.00
Presidents Holiday Weekend <i>Minimum 3-Night Stay</i> 16, 17 & 18 FEB 2018	Traditional Room	\$699.00	\$291.00
	Deluxe Room	\$729.00	\$332.00
	Resort Suite	\$789.00	\$396.00
Easter Holiday Weekend <i>Minimum 3-Night Stay</i> 29, 30 & 31 MAR 2018	Traditional Room	\$699.00	\$291.00
	Deluxe Room	\$729.00	\$332.00
	Resort Suite	\$789.00	\$396.00
Holiday Pricing Special Terms & Conditions: <input type="checkbox"/> Three (3) night minimum stay is required over these holiday dates. <input type="checkbox"/> Resort Services Charges will be reduced from \$32.00 to \$20.00 plus 11.25% tax per night (tax is subject to change). <input type="checkbox"/> 3 rd Night Free is not valid over the Holiday Weekends on any dates that fall over Independence Day and Labor Day (i.e. 30 JUN, 1, 2 & 3 JUL 2017; and 1, 2 & 3 SEP 2017).			

ADDITIONAL FEES, TAXES AND SUPPLEMENTS

ADDITIONAL FEES		
ROOM TAX 13.25% <i>subject to change</i>	3RD/4TH ADULT IN ROOM Supplement \$35.00+ Room Tax <i>per person per night</i> <i>(does not include Continental Breakfast)</i> <i>* When utilizing existing bedding. Rollaway beds require an additional fee. A maximum of 4 guests per room or suite.</i>	CHILDREN 17-YEARS & UNDER STAY FREE <i>when sharing a room with an adult</i>

ROOM-CATEGORY DESCRIPTION:

- Traditional Guestroom (formerly Resort Room - ROH) 525 ft²/49 m²:** Enjoy your oversized Traditional Resort Lawn View guestroom and its comfortable ambiance. With fine linens on your Westin Heavenly Bed® and the signature Heavenly Bath®, your stay is bound to be renewing. Enjoy a stocked mini-bar, mini-refrigerator for your personal choices, entertainment center, plush sitting area, work desk and private balcony or patio for a breath of fresh air.
- Deluxe Guestroom (formerly Resort View Room) 525 ft²/49 m²:** A Deluxe Resort View guestroom is a perfect setting for taking in the beauty of our resort landscapes. Enjoy the luxury of fine linens with your Westin Heavenly Bed®, and renew mind and body with your signature Heavenly Bath®. Your Resort View accommodations include private patio or balcony, mini-refrigerator, mini-bar, plush sitting area and complete entertainment center.
- Resort Suite 730-900 ft²/ 68-84 m²:** The Resort Suite features only one (1) King Westin Heavenly Beds® and the signature Heavenly Bath® with a separate parlor/living room. A fully stocked mini-bar (items at an additional cost), a mini-refrigerator for your personal choices, entertainment center, plush sitting area, work desk and private balcony or patio for a breath of fresh air.

TAXES: All room rates quoted are net, non-commissionable and subject to all applicable taxes; Occupancy: 11.25% and a Business Improvement District (BID): 2.00%; (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.

INCIDENTAL AND ADDITIONAL CHARGES: (Subject to change)

- Rollaway Beds:** On request and based on availability. Rollaway beds will incur a \$50.00 charge per night.
- Parking:** Hotel offers self-parking complimentary and valet parking at \$7.00 per car per day.
- Tennis (on-site):** (7) hard courts; \$20 per hour. Lessons, clinics & equipment are available at an additional charge.
- Golf (on-site):** (2) signature courses available. Green fees range from \$50 to \$160 per player based upon season.
- Spa (on-site):** Full menu of services available at an additional charge.

EARLY DEPARTURES: An early departure fee of one night's room and tax will be billed to the 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.

CANCELLATION POLICIES:

- Bookings for accommodations can be **cancelled without penalty seven-days (7-days) or more prior to guests' date of arrival**.
- Guest room cancellations within seven-days (7-days) of expected arrival will be penalized One (1) night's stay (Room & Tax).
- No Shows will be penalized One (1) night's room (Room & Tax). No-shows **must** be paid without reliance on billed vouchers as the client is unable to present this himself.
- Date changes inside of the seven-day cancellation policy are considered a cancellation and re-booking, and as such, are subject to cancellation penalty. This daily cancellation fee shall not be contingent on the Resort's occupancy for the nights for which rooms are cancelled.
- Should the COMPANY fail to pay the cancellation fee, the Resort may cancel the COMPANY'S BILLING privileges or this agreement, at the Resort's sole discretion, without any obligation or liability whatsoever.

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.

ROOM PRODUCTION MINIMUM:

1. Net Rate Wholesale program is based on an estimated annual production of a **minimum 50 room nights**.
2. Over the effective dates of this agreement the HOTEL will be anticipating production of the ~~minimum number~~ of room nights. Lower production could affect current, future rate and allotment consideration.
3. Productivity will be tracked on a quarterly basis. This agreement will be subject to quarterly reviews, at which time sales production will be evaluated.

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 the COMPANY to notify the HOTEL at least 7-Days in advance of guest's arrival of the need for any special accommodations, including accessible guest rooms. Should the COMPANY fail to do this, Hotel may not be able to ensure that disabled guests receive their requested accommodations.

BILLING PRIVILEGES: All charges outside of Net Room Rates, Room Tax, and Resort Service Charges will be the responsibility of the individual traveler. If a traveler does not have a credit card, a cash deposit will be required upon check in at the front desk.

PAYMENT PREFERENCE (check and initial):

PAYMENT PREFERENCE (please check boxes and initial):



PRE-PAYMENT TO BE MADE VIA A COMPANY CREDIT CARD:

A Prepayment for all reservations must be received to The Westin Mission Hills Golf Resort & Spa a minimum of fourteen (14) days prior to guests' arrival.

Initial: _____

VOUCHER PREFERENCE:



GUESTS WILL NOT BE PRESENTING A VOUCHER AT TIME OF CHECK-IN:

BC GOLF GUIDE.COM, INC. Guarantees Payment for Accommodations, Room Tax & Resort Services Charges.

Initial: _____

ROOM ALLOCATION (ALLOTMENT): We will confirm the following room allotments per night as outlined below except over blackout dates, which will be advised by Stop Sell or Allotment Reduction Notices that we will ask you to acknowledge, sign and return.

Term	Accommodation Allotments	Room Type	Release Date / Cut-Off
1 APR 2017 – 11 JUN 2017	FREE SELL	TRADITIONAL ROOM	11-Days
	FREE SELL	DELUXE ROOM	
	UPON REQUEST	RESORT SUITE (upon request)	
<input type="checkbox"/> 14 APR 2017 (3-Night Minimum stay required) <input type="checkbox"/> 21 APR 2017 (3-Night Minimum stay required)	UPON REQUEST	TRADITIONAL ROOM	28-Days
	UPON REQUEST	DELUXE ROOM	
	NOT AVAILABLE	RESORT SUITE (not available)	NA
12 JUN 2017 – 21 SEP 2017	FREE SELL	TRADITIONAL ROOM	4-Days
	FREE SELL	DELUXE ROOM	
	UPON REQUEST	RESORT SUITE (upon request)	
22 SEP 2017 – 28 DEC 2017	FREE SELL	TRADITIONAL ROOM	7-Days
	FREE SELL	DELUXE ROOM	
	UPON REQUEST	RESORT SUITE (upon request)	
<input type="checkbox"/> 6 OCT 2017 (3-Night Minimum stay required) <input type="checkbox"/> 13 OCT 2017 (3-Night Minimum stay required)	UPON REQUEST	TRADITIONAL ROOM	28-Days
	UPON REQUEST	DELUXE ROOM	
	NOT AVAILABLE	RESORT SUITE (not available)	NA
29 DEC 2017 – 31 MAR 2018	FREE SELL	TRADITIONAL ROOM	21-Days
	FREE SELL	DELUXE ROOM	
	UPON REQUEST	RESORT SUITE (upon request)	

1. All rooms on Free Sell and Allotment must be on a "Sell & Report" basis.
2. Company and its B2B Partners may book Free Sell rooms without an allotment commitment until such time as Hotel notifies Company to cease booking rooms (**All suites are on request and not subject to Free Sell**).
3. Unsold rooms from allocation will be automatically released back to the Property at the specified cut-off date. Requests after cut-off date are subject to rate and space availability agrees that the HOTEL reserves the right to



contact the COMPANY and to re-negotiate allocation, in the event that actual or historical sales do not warrant the contracted allocation.

4. Request for additional Allotment will be considered on a case by case basis. Please send Allocation Requests Email to robert.secoda@westin.com for additional Rooms.
5. Reservation requests after the cutoff date will be confirmed at the prevailing rate, depending on the room category.

BLACKOUT/STOP SELL DATES:

2017	JANUARY 10, 11, 23, 24 & 25	FEBRUARY TBD	MARCH TBD	APRIL TBD	MAY 17, 18 & 19	JUNE TBD
	JULY TBD	AUGUST TBD	SEPTEMBER TBD	OCTOBER TBD	NOVEMBER TBD	DECEMBER TBD
2018	JANUARY TBD	FEBRUARY TBD	MARCH TBD	APRIL TBD	MAY TBD	JUNE TBD
	JULY TBD	AUGUST TBD	SEPTEMBER TBD	OCTOBER TBD	NOVEMBER TBD	DECEMBER TBD

1. Hotel reserves the right to impose black-out dates at its sole discretion. Please note that the black-out dates may be added during the year at any time.
2. For Future BLACKOUT DATES/STOP SELLS DATES the HOTEL will send notifications via Email to the COMPANY.
3. Upon receipt of the BLACKOUT/STOP SELL notification, the COMPANY will immediately stop selling from Free Sell or allotment.
4. In such case, Hotel will honor all reservations over the Stop Sell/Black Out period, which were made prior to the notification of the Stop Sell/Black Out, provided reservation(s) are received within **Twenty-four (24) Hours or One (1) Business Day** from the date and time that the Hotel Stop Sell/Black Out notification was sent to the COMPANY.
5. We ask that the COMPANY immediately stop selling rooms and report existing reservations to the hotel within **Forty-eight (48) Hours or Two (2) Business Day** from the date and time of the HOTEL Stop Sell/Black Out notification was sent to the COMPANY.
6. Name changes will not be accepted following a Stop Sell or Allotment Reduction Notice. Hotel will notify the COMPANY immediately of any Free Sell or Allotment reductions and also ask you to acknowledge by fax or email.

ROOM RESERVATIONS & BOOKING PROCEDURES:

Reservations are based on Free Sell and Allotment and additional requests are on a space available basis.

ROOM RESERVATION PROCEDURE:

Please send Email Reservation Requests to THE WESTIN MISSION HILLS GOLF RESORT & SPA RESERVATIONS DEPARTMENT at ranch@westin.com.

All changes that occur after a reservation has been confirmed must be communicated to Reservations Department via the noted EMAIL address.

1. Reservation requests will be responded to within 24 hours from the time it is received by the HOTEL during normal business days-hours. In the event you need to speak to a member of the Reservations Department, please call us at Phone: (480) 624-1202.
2. Reservations are based on a "Sell and Report" basis, based on the Release/Cut-off Dates outlined within the Room Allocation (allotment) clause of this agreement.
3. Reservation requests after the cut-off date will be confirmed at the prevailing rate, depending on the room category and availability.
4. Within the Reservation Requests, please note desired Room Type requested, Full Names of All Guests and Ages of any Children occupying room.
5. Please advise of the room configuration needed: single or double; specific arrival/departure dates; total number of nights of stay and if possible flight schedule. Also any Special Remarks. Comments and/or Special Booking Requests.
6. Net Wholesale rates are applicable for Individual Reservations Only. Wholesale Net Rates and Added Values are not valid for groups of 16 rooms or more.

SPECIAL OFFERS & VALUE ADDED BENEFITS:

IMPORTANT TERMS AND CONDITIONS:

- i. To participate in the Concessions/Added Value program, it is REQUIRED that the COMPANY agrees to promote all Concessions/Added Values within the printed brochures and any online brochure booking pages.
- ii. Should the offered Concessions/Added Values not be fully promoted, the noted Concessions/Added Values may be withdrawn from this offer via written notification to the COMPANY from THE WESTIN MISSION HILLS GOLF RESORT & SPA.



COMPANY agrees to promote the Special Offers / Added Values in all printed and web based promotions.

Please Initial: _____

1. **UNLIMITED FREE NIGHTS YEAR ROUND**

☐ Valid on F.I.T. bookings made in advance for Traditional or Deluxe Guestrooms and Resort Suites for reservations that fall within the dates listed above. To qualify, all stays must be consecutive nights.

3rd Night Free (not valid over certain holiday weekends, See page 6):

☐ **12 JUN – 29 JUN 2017;**

☐ **4 JUL – 31 AUG 2017;**

☐ **4 SEP – 21 SEP 2017**

☐ **26 NOV – 28 DEC 2017**

4th Night Free:

☐ **1 APR – 12 APR 2017;**

☐ **16 APR – 20 APR 2017;**

☐ **23 APR – 28 MAY 2017;**

☐ **30 JUN – 3 JUL 2017;**

☐ **1 SEP – 3 SEP 2017;**

☐ **22 SEP – 5 OCT 2017;**

☐ **8 OCT – 12 OCT 2017;**

☐ **15 OCT – 25 NOV 2017;**

☐ **29 DEC 2017 – 31 MAR 2018**

Important ... *conditions regarding stays on/over the Coachella Music Festivals*

☐ Complimentary night(s), will not apply to reservations that night fall on or over any of the Music Festival dates. Complimentary Nights are not valid from 13-17 APR 2017; 20-24 APR 2017; 30 JUN, 1, 2 & 3 JUL 2017; and 1, 2 & 3 SEP 2017; 5-9 OCT 2017 and 12-16 OCT 2017.

2. **COMPLIMENTARY CONTINENTAL BREAKFAST**

☐ Daily Continental Breakfast for Two (2) registered guests (gratuity is not included).

☐ Breakfast will also be valid on days of the Complimentary Free Night.

3. **COMPLIMENTARY SAME DAY GOLF REPLAY**

☐ Requests may be made on day of play, advance confirmation subject to fee, valid at either the Pete Dye or Gary Player Course.

☐ Complimentary same day golf replay rounds are NOT AVAILABLE from 1 JAN 2017 - 9 April 2017 - and - 1 JAN – 31 MAR 2018.

4. **RESORT SERVICES CHARGE WAIVED**

☐ This includes in-room high-speed internet, self-parking, local / toll-free & credit card calls, Westin Workout & Spa access, in-room Starbucks coffee, tea & hot chocolate.

☐ The inclusions to Resort Services Charges may be changed at any time without notice.

SPECIAL TERM & CONDITIONS

☐ **SOME SPECIAL OFFERS / VALUE ADDED BENEFITS** may not apply over the noted Special Event dates (page 6) and Holiday Pricing dates (page 6).

☐ Any Unused Portion(s) Of The Above Listed Special Offers & Value Added Benefits Are Non-Refundable.

CHECK-IN AND CHECK-OUT TIME:

Check-in time is 3:00pm/1500hrs and Check-Out time is 12:00pm/1200hrs.

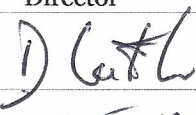
All guests arriving before 3:00 p.m. will be accommodated as rooms and purchased room category becomes available. Our Guest Services Department can arrange to check baggage for those arriving early when rooms are unavailable.

②

EXECUTING THE AGREEMENT: By executing this Hotel Rate and Inventory Agreement in the space provided below, the COMPANY acknowledges that it has received and reviewed a copy of the Agreement and agrees to be legally bound by all terms and conditions of the Agreement.

**2017/18
EXHIBIT A**

**BCGOLFGUIDE.COM, INC.
HOTEL RATE AND INVENTORY AGREEMENT
ACCEPTED AND AGREED TO**

Company:	BCGOLFGUIDE.COM, INC.	THE WESTIN MISSION HILLS GOLF RESORT & SPA
Representative:	Danny Leitch	Robert Secoda
Title:	Director	Director Of Travel Industry Sales
Signature:		
Date:	05/12/16	

Please sign and return the Entire Contract Agreement to Robert Secoda via Fax or Scan the Document and send as an Email Attachment.

Confidential Agreement

The Westin Mission Hills Golf Resort & Spa Contact Information

Name	Depart / Position	Telephone	Email
Gail Fry	Reservations: Director of Reservations	(480) 624-1353	gail.fry@westin.com
Dawn Raim	Revenue Management: Director Of Revenue Management	(760) 770-2121	dawn.raim@westin.com
Silvia Martin	Accounting: Billing Manager	(760) 770-2117	silvia.martin@westin.com
Robert Secoda	Sales: Director Of Travel Industry Sales	(480) 624-1304	robert.secoda@westin.com



THE WESTIN

MISSION HILLS

GOLF RESORT & SPA

2017/18
EXHIBIT B

BCGOLFGUIDE.COM, INC.

GOLF GREEN FEES AGREEMENT

This Hotel Rate, Inventory Agreement, dated as of 5 October 2016 entered between BCGOLFGUIDE.COM, INC. (herein referred to as the COMPANY) and THE WESTIN MISSION HILLS GOLF RESORT & SPA ("HOTEL") incorporates the term of, and is governed by, the Starwood F.I.T. Unless specifically defined otherwise herein, all terms used in this Hotel Rate and Inventory Agreement will have the meanings given them in the Agreement.

Name of Hotel facility: **THE WESTIN MISSION HILLS GOLF RESORT & SPA**

Address/City/ST/ZIP CODE/COUNTRY: **71333 DINAH SHORE DRIVE, RANCHO MIRAGE, CALIFORNIA 92270**

The COMPANY and THE WESTIN MISSION HILLS GOLF RESORT & SPA agree as follows:

NET GOLF GREEN FEES:

The Westin Mission Hills Golf Resort & Spa							
Wholesale “Stay & Play” Golf Wholesale Net Golf Green Fees							
2016 Golf Seasons	Stay & Play Green Fees		Advance Confirmation Green Fees Daily	Public Green Fees		Resort Guest Green Fees Vary	
	Weekday (SUN-THU)	Weekend (FRI&SAT)		Weekday (SUN-THU)	Weekend (FRI&SAT)	From	To
1 APR – 9 APR 2017	\$100.00	\$110.00	\$55.00	\$140.00	\$160.00	\$115.00	\$130.00
10 APR – 28 MAY 2017	\$70.00	\$80.00	\$35.00	\$110.00	\$120.00	\$85.00	\$100.00
29 MAY – 24 SEP 2017	\$35.00	\$45.00	\$20.00	\$60.00	\$70.00	\$45.00	\$60.00
25 SEP 2017–14 JAN 2018	\$80.00	\$90.00	\$55.00	\$120.00	\$140.00	\$90.00	\$105.00
15 JAN – 31 MAR 2018	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Group Per Golfer Green Fee Supplement (for golf groups of 12 or more guests within a given time frame):							
1 JAN – 9 APR 2017	\$8.00 per person		29 MAY – 24 SEP 2017		\$4.00 per person		
10 APR – 28 MAY 2017	\$7.00 per person		25SEP 2017 - 14JAN 2018		\$7.00 per person		
Tee Time/Golf Green Fee Cancellation Policy:							
<input type="checkbox"/> Individual tee-times may be cancelled two (2) days (6:00pm local hotel time) prior to date of play at no penalty. Any cancellations inside this time frame or no-shows will result in 100% of anticipated green fees.							

- "Stay & Play" Net Green Fees are in addition to the Net Room Rates and applicable taxes. Net Green Fees are only valid when packaged with accommodations at THE WESTIN MISSION HILLS GOLF RESORT & SPA and must be packaged in conjunction with Room Rates and Room Tax. "Stay & Play" rates valid only with guestroom confirmation.
- Golf green fees are per person and in US dollars.
- Green fees include:
 - ☐ 18 holes of golf at either the PETE DYE RESORT or the GARY PLAYER SIGNATURE COURSES
 - ☐ Shared golf cart
 - ☐ Practice range balls
 - ☐ Sales Tax
- Complimentary same day golf replay rounds cannot be booked in advance and can only be booked after completion of the first round.
- Complimentary same day golf replay rounds are not available from 1 JAN 2017 - 9 April 2017 and 1 JAN – 31 MAR 2018.**

6. This added value is only applicable to Stay & Play rates (i.e. guests staying at resort). Replay rounds confirmed in advance subject to quoted rates.
7. Unless otherwise, noted, The Gary Player Signature Course will only be open Friday through Sunday in July, August & September. Please call for exact dates.
8. Groups of 12 players or more may be confirmed in advance:
 - ☐ Pete Dye Golf Course six (6) months in advance
 - ☐ Gary Player Signature Golf Course one (1) year in advance.
9. Groups of 12 Players or more will be charge a per person supplemental fee that includes gratuity, scoring, proximity markers, cart signs, pairings & personalized scorecards.
 - ☐ Groups are contracted directly with the Golf Shop and are subject to specific policies including attrition and cancellation.

TEE-TIME BOOKING PROCEDURE:

1. Rates only valid with advance reservations.
2. Tee-time requests may be submitted via email to: westinmissionhills@troongolf.com.
3. Please provide guest name, number of golfers, requested time, date and requested course.
4. A confirmation email will be returned within one-business day.

GOLF COURSE CLOSURES:

2017 COURSE CLOSURES Dates Are Subject To Change				
Golf Course	Aerification Schedule		Over-seeding Schedule	
	Closes	Reopens	Closes	Reopens
Pete Dye Resort	19 JUN 2017	23 JUN 2017	20 SEP 2017	13 OCT 2017
	14 AUG 2017	18 AUG 2017		
Gary Player Signature	17 JUL 2017	21 JUL 2017	18 OCT 2017	10 OCT 2017
The Westin Mission Hills Golf Resort & Spa will always have 18 holes of golf available to play year round. Dates are subject to change. Please contact The Westin Mission Hills Golf Club for updates.				

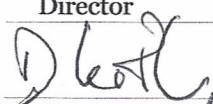
GOLF CLUB RENTAL FEES:

PREMIUM CALLAWAY GOLF CLUB RENTALS GOLF CLUB RENTALS Prices Are Subject To Change					
Season	Price Per Day	Season	Price Per Day	Season	Price Per Day
1 JAN-31 JAN	\$55.00 per set	11 APR – 29 MAY	\$55.00 per set	26 SEP – 15 JUN	\$55.00 per set
1 FEB – 10 APR	\$65.00 per set	30 MAY- 25 SEP	\$50.00 per set		
Pricing is inclusive of State Sales Tax. Rental Clubs are available for men & women and choice of dexterity. Prices are subject to change.					

**2017/2018
EXHIBIT B**

BCGOLFGUIDE.COM, INC. GOLF GREEN FEES AGREEMENT

ACCEPTED AND AGREED TO

Company:	BCGOLFGUIDE.COM, INC.	THE WESTIN MISSION HILLS GOLF RESORT & SPA
Representative:	Danny Leitch	Robert Secoda
Title:	Director	Director Of Travel Industry Sales
Signature:		
Date:	05/12/16	

Please sign and return the Entire Contract Agreement to Robert Secoda via Fax or Scan the Document

