

The Lodge at Torrey Pines
11480 North Torrey Pines Road
La Jolla, CA 92037
(858) 453-4420 ~ Fax (858) 453-0691
Reservations Fax (858) 488-1387

2017/2018 NET FIT RATE AGREEMENT

This 2017/2018 Net FIT Rate Agreement ("Agreement") is made effective as of Thursday, October 20, 2016, and between Evans Hotels - The Lodge at Torrey Pines ("Hotel") and **Golf the World Vacations** ("Operator"), who agree as follows:

Rights Granted:

Agent desires to be appointed as Hotel's non-exclusive agent for sales and reservations for individual leisure travel (less than ten rooms per night) under certain conditions and Hotel is willing to appoint Agent as its agent under such conditions.

Hotel hereby appoints Agent as its non-exclusive agent for sales and reservations for individual leisure travel, and Agent accepts such appointment. In furtherance of this appointment, Agent is authorized to market, solicit, and book rooms at the hotel on terms determined by Principal and set forth in Schedule A.

Agent understands and agrees that this is a non-exclusive agreement, that Hotel may make some or all of its rooms available to others on different terms, may enter into agreements with other companies, and may directly market and/or sell its rooms to the public.

Agent may contract with third parties in furtherance of Agent's appointment, provided that such third parties are subject to terms no less restrictive than the terms Agent is subject to under this Agency Agreement and Schedule A. Agent shall be responsible for ensuring that such third parties agree to and abide by these terms.

Agent understands and agrees that any violation of the terms of this Agency Agreement, including the terms set forth in Schedule A, may result in (1) termination of the agreement with the Hotel; and/or (2) the Hotel's refusal to honor guest reservations booked through Agent.

Booking Procedure

Reservations and rooming list arrangements for Net Fit Rates must be made in writing either (1) through our **Central Reservations Center fax (858) 488-1387** or (2) **by email to John Slotter (FIT Reservations) at jslotter@evanshotels.com**. If a written confirmation is not received from the Hotel within 72 hours, you must resubmit the booking. Requests or reservations for which a confirmation is not received within 72 hours will not be valid. For reservation questions or special needs requests that require immediate attention please contact **FIT Reservations at 858-539-8798** or please email **John Slotter (FIT Reservations) at jslotter@evanshotels.com**.

For each reservation, Agent must promptly send two (2) copies of your voucher.

**** Refer to GROUP Section for bookings of 10 or more rooms ****

This is page 1 of 12 of your contract. Please indicate your approval and acceptance of the arrangements contained herein by initialing below where indicated.

INITIALS: Evans Hotels _____

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Payment

Direct billing privileges may be extended to Agent based on pre-approval through the Hotel's Credit Department, at the Hotel's sole good faith discretion. Agent agrees to pay all invoice statements within 30 days of the billing date. Accounts not paid within 30 days of invoice date will have their direct billing privileges suspended and a fee of 1.5% per month will be charged to all late balances.

Pre-payment of room, tax and assessments for the entire period of each reservation is due in advance and must be received no later than 14 days prior to the guest's arrival. If booking within 14 days, pre-payment must be sent express, next-day mail service.

Payments may be made by check or by wire transfer. All payments must be accompanied by adequate back-up stating, for each reservation being paid, the name of the guest, dates of stay, and amount. Taxes and assessments are applicable to all FIT reservations. Agent will be responsible for the payment of all applicable taxes and assessments.

Rates and Categories

Hotel has set the prices at which Agent may market, solicit, and book rooms at the Hotel on Schedule A, which is attached hereto and incorporated herein by reference. Schedule A also contains additional booking provisions and conditions. The prices, booking provisions, and conditions extend to any party who seeks to book the Hotel through Agent's online inventory under this Agency Agreement.

All rates are net, non-commissionable and are payable in U.S. funds. The rates listed on Schedule A are confidential and for the exclusive use of Agent. Agent shall not offer or sell rooms in a manner that discloses, directly or indirectly, the Base Net Rate to the end user or any other third party.

Additional Room Information:

A maximum of four (4) persons per room using existing bedding for rooms with two queen beds. Specific bed types are not guaranteed and are subject to availability. Rollaway beds are available upon request for certain room types only and are subject to availability. Cribs are available upon request at no charge to the guest and are subject to availability. Accessible rooms are available upon request prior to booking and are not included in the room allotment.

Check-In/Check-Out Time:

Check-in is at 4:00 P.M. and check-out is at 12:00 noon. Should a guest plan to arrive at the Hotel prior to 4:00 P.M., please indicate so at the time of booking and (or) include this information on the rooming list. While every effort will be made to accommodate early arrivals, early check-in is based on availability and cannot be guaranteed. Similarly, requests for a specific room type or location will be considered in assigning rooms, but cannot be guaranteed.

Incidental Charges:

Guests will be required to leave a credit card imprint with the Front Desk before signing privileges for incidentals will be extended.

Gratuities:

Gratuities are not included and are at guests' discretion.

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Cancellations and No Shows

In the event of a cancellation, Hotel must be notified in writing by fax at (858) 488-1387 or email reservations@evanshotels.com. It is the Agent's responsibility to notify Hotel of all cancelled reservations in a timely manner to avoid the imposition of cancellation fees. ***The Agent is responsible for obtaining a cancellation number from the hotel for their cancelled bookings in order to avoid a one-night room and tax no show charge.***

FIT cancellations of confirmed reservations ***will be accepted without penalty up to 72 hours prior to scheduled arrival*** (i.e., three (3) days prior to scheduled arrival date). If reservations are not cancelled prior to that time, a charge of one night's room and applicable tax will be assessed for each cancellation and Agent agrees to pay such charges.

No Shows:

For no shows (guests who do not cancel their reservation and, without notification, fail to arrive at the Hotel), Agent must reimburse the Hotel's loss, up to a maximum of one night's room and applicable taxes and assessments. This amount will be billed to Agent and Agent agrees to pay such charges.

Use of Hotel Name, Logos- Marketing and Publication

Hotel hereby grants Agent the non-exclusive right to make reasonable use of Hotel's name, trademarks, logos, symbols, photographs, and representations and to use photographs, films, videotapes, or other representations of Hotel (collectively, the "Intellectual Property") as deemed necessary or appropriate by Agent in advertising or promoting Hotel in connection with the packaging and sale of Agent's travel packages, including travel brochures and promotional materials. In order to assure proper use of the Intellectual Property, any use thereof must be expressly permitted by Hotel in advance of printing or publication. Approval by Hotel must be in writing and is at Hotel's sole discretion. Approval of any particular use shall not be deemed approval of any other use. Other than as expressly set forth above, Agent shall acquire no interest in the Intellectual Property. The limited authorization to use Hotel's Intellectual Property ends with the termination or expiration of this Agency Agreement.

Agent shall not use any Intellectual Property in a way in which, in Hotel's sole determination, is disparaging or that otherwise could reasonably be expected to have an adverse impact on the goodwill associated with the Intellectual Property, diminish its value, or adversely impact the corporate image, business, or reputation of Hotel.

Hotel has adopted "Standards and Guidelines for Online Marketing" ("Standards and Guidelines") which set forth standards for content guidelines, online advertising guidelines, keyword buying, paid search, search engine optimization, and other online standards. These Standards and Guidelines are incorporated herein and made a part of this Agency Agreement. Agent will, and will cause any companies with whom Agent works, whether directly or indirectly, to review and fully comply with these Standards and Guidelines. Hotel may alter these guidelines at any time at its sole discretion. Agent's continued booking of reservations after notification of these guidelines constitutes acceptance of the modified Standards and Guidelines.

Tariff/Brochure Publication:

Agent is required to submit all online, printed, descriptive, and (or) advertising copy pertaining Hotel for its review and approval. Such material must be submitted no later than 30 days prior to printing or publication. Approval by Hotel

This is page 3 of 12 of your contract. Please indicate your approval and acceptance of the arrangements contained herein by initialing below where indicated.

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must be in writing and is at Hotel's sole discretion. Approval of any particular use shall not be deemed approval of any other use. Please send, immediately, electronic copies of your brochure for our files. If you need images or hotel information, please contact Jordan Laughren, Leisure Sales Manager at jlaughren@evanshotels.com or (858) 777-6706.

Restrictions

General Restrictions:

- (A) Agent will, and will cause any companies with whom Agent directly or indirectly works to, make the Hotel's guest rooms available strictly for individual transient leisure travel only (for example, not for business travel or group travel oriented channels).
- (B) Agent is only authorized to sell the Hotel's rooms at the applicable Base Net Rate plus the applicable Required Mark-Up ("Room Price"). This limitation extends to any party who seeks to book the Hotel through Agent's inventory under this Agency Agreement. Agent will cause any companies with whom Agent directly or indirectly works to sell the Hotel's rooms at the Room Price set by Hotel. Agent may request exceptions to the Room Price set by Hotel to address individual or competitive circumstances. Hotel will consider these requests on a case by case basis.
- (C) Agent may sell rooms up to 3 days prior to arrival, as long as Hotel has not closed out the required period and Agent reports the reservation within 24 hours of booking ("Free Sell").
- (D) Agent recognizes that Hotel is not obligated to make all of its rooms available to Agent and may have rooms available at times when those rooms are unavailable for reservation by Agent. In such a case, any showing that the Hotel is sold out on Agent's website is damaging to Hotel. Therefore, as a condition of offering rooms online for booking through its representatives, Agent must ensure that its website at all times, including when reservations at the Hotel are unavailable to Agent, includes the following: "The number of rooms for the hotel as shown on this site does not represent the entire availability of the hotel." Alternatively, Agent may place a notification on its website that asks viewers to inquire with the Agent directly for hotel availability and pricing.
- (E) For purposes of confirming compliance with this section and in order to determine the origin of the reservation, Hotel reserves the right to book reservations through Agent's website or other websites offering Hotel's rooms inventory through Agent under this Agency Agreement. In such cases, once the source of the reservation is determined, Hotel may cancel the reservation and Agent agrees to either refund the booking fee to Hotel or pay Hotel the amount of the booking fee within 30 days. Alternatively, Agent may provide Hotel with a listing of every single provider (including, at a minimum, its name and URL) with access to Agent's booking rights under this Agency Agreement and maintain such listing on a current basis.

Restrictions on Business to Business Sales:

Agent may NOT Free Sell rooms to the companies or websites identified on Schedule B. Hotel may alter Schedule B at any time at its sole discretion. Agent's continued booking of reservations after notification of an updated Schedule B constitutes acceptance of the modified Schedule B.

This is page 4 of 12 of your contract. Please indicate your approval and acceptance of the arrangements contained herein by initialing below where indicated.

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Restrictions on Direct to Consumer Sales:

Agent and any company which will resell the room to the ultimate consumer through Agent's inventory under this Agency Agreement ("Resellers") may Free Sell rooms online directly to consumers using an online inventory (whether maintained by Agent or others) if the booking is sold as a part of a single package that includes at least one other component of undeterminable price (e.g., air travel, car rental, etc.) and the consumer is unable to ascertain the exact Hotel room rate ("Opaque" booking).

Agent and Resellers may Free Sell rooms only (not as a part of a package or Opaque booking) online directly to consumers using an online inventory if sold at the Room Price set by the Hotel.

Agent and Resellers may NOT Free Sell rooms through the companies or websites identified on Schedule B. Hotel may alter Schedule B at any time at its sole discretion. Agent's continued booking of reservations after notification of an updated Schedule B constitutes acceptance of the modified Schedule B.

Sales through Meta-Search Engines: Agent may NOT sell rooms through any meta search distribution channel, including but not limited to Kayak, Google Hotel Finder, TripAdvisor, Trivago and JackRabbit.

Miscellaneous

- a. This Agency Agreement may not be assigned by Agent for any reason whatsoever. Any assignment shall, at the sole discretion of Hotel, terminate this Agency Agreement.
- b. This Agency Agreement shall be governed by the laws of the State of California, without regard to its choice of law provisions. Any dispute arising under or in connection with this Agency Agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts located in San Diego, California.
- c. If this Agency Agreement contains any provisions construed to be unenforceable or unlawful by a court of competent jurisdiction, the same shall be deemed modified to conform to applicable law, or if this would cause an unreasonable result, such provision shall be stricken from this Agency Agreement without affecting the binding force and effect of this Agency Agreement.
- d. No waiver by either party of any breach of the other party of any provision or condition of this Agency Agreement shall be deemed a waiver of any other provision or condition at the same or any prior or subsequent time.
- e. Section headings used throughout this Agency Agreement are for reference and convenience only and in no way define or describe the scope or intent of this Agency Agreement or affect its provisions.
- f. This Agency Agreement constitutes the entire agreement between Hotel and Agent with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, negotiations, discussions, and agreements between parties, whether oral or written, with respect to the subject matter. No change, modification, waiver, amendment, or termination of this Agency Agreement shall be binding unless in writing and signed by the party to be charged.

This is page 5 of 12 of your contract. Please indicate your approval and acceptance of the arrangements contained herein by initialing below where indicated.

INITIALS: Evans Hotels _____

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Signature and Acceptance

Your signature guarantees approval of the above policies and procedures and, if signing on behalf of an organization, represents that this document has been duly authorized by and is binding on that organization.

Acceptance:

To confirm the arrangements, a signed copy of this Agency Agreement needs to be received by Hotel no later than **Friday, October 28, 2016**. After that time, the offer set forth in this Agency Agreement shall lapse and will be considered null and void. After you have had an opportunity to review and approve this agreement, ***please initial all pages, and return a copy directly to:***

Attention: Jordan Laughren

Leisure Sales Manager

3999 Mission Boulevard

San Diego, California 92109

VIA FAX: 858-550-3991

EMAIL: jlaughren@evanshotels.com

Sincerely,

Jordan Laughren


Leisure Sales Manager

The Lodge at Torrey Pines

Evans Hotels

This is page 6 of 12 of your contract. Please indicate your approval and acceptance of the arrangements contained herein by initialing below where indicated.

INITIALS: Evans Hotels _____

Golf the World Vacations 

Agent's Acceptance (Please complete):

Agent: Golf the World Vacations / BC Golf Guide

Name (please print): DANNY LEITCH

Title: Director of Business Development

Signature: [Signature]

Date: NOV 1 / 16

Reservation Contact & Free Sell Calendar

In order to make things run smoothly, we are requesting updated contact information that our reservations department can use for confirmations, questions, etc.

Please complete the following information; adding anything you think is important that might not be listed.

Reservations Contact

Contact: DANNY LEITCH

Title:

Phone: 877 223 7226

E-mail: DANNY@BCGOLFGUIDE.COM

Free Sell/Sell Through Calendar

EMAIL to send Free Sell Calendar to: DANNY@BCGOLFGUIDE.COM

Free Sell Calendar Supervisor name and phone number: DANNY LEITCH 877 223 7226

(It is the agent's responsibility to respond to hotel to confirm Free Sell Calendar has been received via email.)

(It is the agent's responsibility to respond to hotel to confirm Free Sell Calendar has been received by email or fax. Please confirm your receipt of the calendar to John Slotter at jslotter@evanshotels.com in the subject field please title: FREE SELL CALENDAR RECEIVED.)

This is page 7 of 12 of your contract. Please indicate your approval and acceptance of the arrangements contained herein by initialing below where indicated.

INITIALS: Evans Hotels _____

Golf the World Vacations [Signature]

Extranet/ Global Distribution System

Extranet: If you are already connected to us please disregard this section

Do you have an Extranet available for the hotel to access in order to make changes to inventory or rates?

☐ YES

☒ NO

(a) If you answered Yes, how can the hotel access this extranet? _____

(b) Who is the contact person for extranet changes? _____

Global Distribution System:

Is your organization running on a Global Distribution System (GDS)?

☐ YES

☒ NO

(a) If YES, what GDS do does your organization pull from/ operate on? _____

Groups

Group reservations (10 or more rooms) will be handled on an individual basis. Please contact Mr. Jordan Laughren for quotes: jlaughren@evanshotels.com, 858-777-6706.

Groups require a minimum of 10 rooms per night. Group rates are quoted individually and are subject to availability.

Please complete the following information:

Group Contact: _____

Danny Leitch

Title: _____

Phone: _____

E-mail: _____

Danny@BegoGuide.com

Hotel Updates, Renovations, Scheduled Maintenance Contact Sheet

As our commitment to our partners and as well as to assist you in complying with the strict European legislation regarding information featured in your printed brochures are to be "accurate and honest"; we are requesting an email address to send Hotel Updates to.

Please complete the following information:

Contact Name: _____

Danny Leitch

Title: _____

Email Address: _____

Danny@BegoGuide.com

This is page 8 of 12 of your contract. Please indicate your approval and acceptance of the arrangements contained herein by initialing below where indicated.

INITIALS: Evans Hotels _____

Golf the World Vacations _____

DL

Accounting Contact Sheet

In order to make things run smoothly, we are requesting updated contact information that our Accounting Division can use for billing questions, refunds etc.

Please complete the following information; adding anything you think is important that might not be listed.

Accounting Contact

Name: Ross MARRINGTON

Phone: 877 223 7226

E-mail: Ross@BeGolfGuide.com

Billing Address

1524 Woodridge Lane

Kenowa, British Columbia

CANADA V1W 3B4

Updated Photos

Please provide contact so we can send updated photos

First Name: Danny Leifer

Last Name: _____

Email Address: Danny@BeGolfGuide.com

This is page 9 of 12 of your contract. Please indicate your approval and acceptance of the arrangements contained herein by initialing below where indicated.

INITIALS: Evans Hotels _____

Golf the World Vacations DL

The Lodge at Torrey Pines
 11480 North Torrey Pines Road
 La Jolla, CA 92037
 Hotel Phone (858) 453-4420 ~ Hotel Fax (858) 453-0691
 Reservations Fax (858) 488-1387

**2017/2018 NET RATE AGREEMENT
 SCHEDULE A**

Between **The Lodge at Torrey Pines** and **Golf the World Vacations**
 , Canada
 Phone 519-800-3701 Fax 250-764-9654

Room Prices


Base Net Rate

Rates per Room (Single/Double)	Shoulder Season	Summer Season	Shoulder Season	Winter Season	Shoulder Season
	4/1/2017-6/16/2017	6/17/2017-8/12/2017	8/13/2017-10/14/2017	10/15/2017-2/08/2018	2/09/2018-3/31/2018
STANDARD ACCOMMODATIONS	\$280.00	\$290.00	\$280.00	\$245.00	\$280.00
Each Extra Person above Two	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
UPGRADES	All UPGRADE RATE QUOTE requests please send to FIT Reservations: John Slotter jslotter@evanshotels.com . Upgrade rates are determined on current hotel occupancy				
GOLF ON TORREY PINES	<p>Golf request for Torrey Pines Golf Course will NOT be accepted if listed on the room request fax to our FIT Reservations. In order to confirm GOLF for the North or South Course o Torrey Pines, ALL GOLF REQUEST must be directed to our Lodge at Torrey Pines Central Reservations: 888-826-0224. A credit card is required to secure golf. Golf is booked ala carte for all FIT Reservations.</p> <ul style="list-style-type: none"> a. We must have the CLIENT'S credit card to reserve the tee times. a. In addition, the city requires the Lodge to give a master list of players back to the course 14 days prior to tee off along with all unsold tee times for distribution to the San Diego public. Cancellations to tee times must be received at least 14 days prior to play at which time all golf reservations become guaranteed and non-refundable. b. Carts \$42 each 				
CHILDREN	No room charge for children age 17 or under when sharing room with adults and utilizing existing bedding.				

All rates are quoted in U.S. dollars and are subject to change without notice. All rates are net and non-commissionable.

This is page 10 of 12 of your contract. Please indicate your approval and acceptance of the arrangements contained herein by initialing below where indicated.

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Required Mark-Up

FLEX NET Rate Plan Required Rate Markup	Date Range	Required Markup
Business-to-Business Sales	4/01/17 - 3/31/18	15%
Business-to-Consumer Sales- Opaque Rate- see internet reservations section B for definition of Opaque	4/01/17 - 03/31/18	23%
Business-to-Consumer Sales- Room Only	4/01/17 - 3/31/18	35%

Payment and Current Taxes/Assessments

Taxes and Assessments: All room rates are subject to occupancy tax, currently 10.5%, the San Diego Tourism Marketing District Assessment, currently 2%, and the California Tourism Assessment, currently \$1.23 per night.

Taxes and Assessments are subject to change without notice.

Payment: Direct Bill

*see page one of this contract for payment policies.

Room Allotment


Free Sell: The Agent can sell rooms as long as Hotel has not closed out the required period. The Agent must report the reservation within 24 hours of booking. The Agent can sell up to 3 days prior to arrival.

Blackout Dates

Blackout dates are dates for which contracted rates will not be accepted.

For additional blackouts with this agreement please reference the most current Free Sell calendar issued by Hotel.

***** There are currently no blackout dates. Please refer to blackout calendar. *****

Black-out dates are dates for which no Allotment is available to Agent. For this agreement see paragraph under room allotment on this Schedule A regarding stop-sell notices. Initials: 

This is page 11 of 12 of your contract. Please indicate your approval and acceptance of the arrangements contained herein by initialing below where indicated.

INITIALS: Evans Hotels _____

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Added Offers & Additional Hotel Amenities

HOTEL PARKING: Currently \$25.00 per day for Self Parking and \$30.00 per day for Valet Parking.

ADDED VALUE

- ☒ Daily newspaper of choice
- ☒ Admission and use of fitness center and spa facilities
- ☒ High-speed wireless & wired Internet service in each guest room
- ☒ Bottled water in each guest room on arrival day
- ☒ California-select coffee and tea service
- ☒ Turndown service with Hotel selected amenity
- ☒ Daily Guided Hike of Torrey Pines State Reserve

ADDED OFFER APPLICABLE ONLY TO NET FIT RATES AS LISTED IN SCHEDULE A:

- ☒ **Bed and Breakfast:** Include breakfast for two (2) daily at an additional \$60.00 per night. When the reservation is sent to hotel recipient, the booking must indicate breakfast upgrade. ***OFFER IS combinable with Spa Discount.

2017/2018 NET RATE AGREEMENT

SCHEDULE B:

Olotels.com	Venere.com
Amoma.com	Vivastay.com
Onetime.com	Otel.com
Hotelopia.com	Onhotels.com
Hoteling.com	BookMyRooms.com

This is page 12 of 12 of your contract. Please indicate your approval and acceptance of the arrangements contained herein by initialing below where indicated.

INITIALS: Evans Hotels _____

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