



RECEPTIVE TOUR OPERATOR CONTRACT

Between:

Sparkling Hill Resort

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AND

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President

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1524 Woodridge Road, Kelowna, BC V1W 3B4

This contract is valid for the following period: **January 1, 2017 – December 28, 2017**

1. Facilities General Description

Award winning and internationally acclaimed for its \$122M architectural magnificence, Sparkling Hill Resort is the only resort in the world to incorporate 3.5 million Swarovski crystals into every aspect of its design and owned by Mr. Langes-Swarovski, the patriarch of the Swarovski crystal family of Austria. With an unparalleled setting situated on top of a granite hilltop overlooking the Okanagan Lake, the Resort is adjacent to 36 holes of championship golf in the wine country of Canada. Located between Vancouver and the Canadian Rockies, British Columbia, Canada.

The resort's crowning jewel is 40,000 sq. ft. European-inspired KurSpa, experience over 100 therapies and treatments offered in our 48 treatment rooms at the wellness resort.

The wellness hotel has 146 rooms; all rooms are open concept with beautiful Swarovski crystal elements all through the room. Each room has a choice of 1 king or 2 queen beds with floor-to-ceiling windows that open-up for fresh air. Free standing 2-person crystal-shaped tub in front of the window, and an open concept bathroom including a walk-through glass shower. Mini fridge, crystal fireplace, wireless internet, desk, large screen TV, memory foam top mattresses, wardrobe, seating area in front of the window overlooking the lake or the mountains.

2. Location/Setting

Mountain setting with lake view. Vernon, Okanagan, British Columbia, Canada

Getting to: Kelowna International Airport by road is 20 minutes

Getting to: Vancouver International Airport by road is 5 hours and by Air 1 hour to Kelowna

From the city of Vernon: BC on Highway 97 approximately 10 kilometers

From the city of Kelowna: BC on Highway 97 approximately 30 kilometers

3. Value Added Benefits included in Guest Room Rates

(Over \$100 in value per person, per day):

- Full hot European-inspired buffet breakfast for 2 in PeakFine Restaurant
- Access to KurSpa (40,000sqft) and our 7 unique steam rooms and saunas, indoor pool with underwater music and lights, hot pool and outdoor infinity pool, Kneipp waterway, Tea & Serenity rooms and Fitness Studio;
- Valet underground parking;
- Wireless in-room internet (plus use of the public PC's in the library);
- All guests receive plush robes, spa towels and slippers for their use during their stay.



RECEPTIVE TOUR OPERATOR CONTRACT

4. Property Information

Number of Buildings: 1

Number of Elevators: 5

Number of rooms: 146 Rooms and 3 Penthouse

Total number of rooms per category:

Room Type	Number of Rooms				
	Approx. Area	King	Double/Queen	Double King	Total Rooms
Standard (ground or 1 st Floor)	450 sq.ft. per room	41	15		56
Superior (2 nd Floor)		25	20		45
Deluxe (3 rd Floor)		24	21		45
Penthouse	1,200 sq.ft. per suite	1	1	1	3
Total Rooms		91	57	1	<u>149</u>

Maximum room occupancy: 4 Persons

Connecting rooms: 0

Handicapped accessible rooms: 4

Non-smoking rooms: All rooms are non-smoking

Wheelchair access to all public areas: Yes

Maximum age for children staying free in parent's room: Children 11 years old and under stay for free when sharing the room with an adult over 18 years old.

In-room Facilities:

- Window wall that opens
- Room Climate Control
- Mini fridge
- Telephone
- In-room Safe Box
- Flat Screen Color TV
- Crystal Fireplace
- Seating Area
- WiFi/Internet Access
- Bath Amenities:
 - Towels
 - Bathrobes and Slippers
 - Hair Dryer

5. On-site Facilities

Dining Outlets:

Dining Outlets Name	Outlet	Seating	Features	Timing
PeakFine	Restaurant	180	Full hot Breakfast Buffet A la carte Lunch & Dinner (local, fresh, in-season food)	07:00 – 10:00 11:30 – 14:00 17:30 – 21:00
Barrique & Java	Coffee & Wine Bar	50	European and North American Pastries and local Tapas	09:30 – 00:00
Gernot's	Private Dining Room	30	Chef-inspired menu specifically for the group. Choose: 3-course, 4-course or 5-course.	On request only (additional rental fee)



RECEPTIVE TOUR OPERATOR CONTRACT

6. Banquet & Meeting rooms

<u>Meeting Facilities Location</u>	<u>Dimension W x L x H /m</u>	<u>Ceiling Height</u>	<u>Area (m²)</u>	<u>U-shape</u>	<u>Theatre</u>	<u>Cocktail/Banquet</u>
Austria Ballroom	12.5 x 20	5	250	50	225	180
Wattens	14.4 x 7.6	5	101	24	75	50
Salzburg	14 x 8.1	5	114	24	105	50
Vienna	8.2 x 6.7	5	55	16	50	32
Biberwier	4 x 8.5	2.4	36	12 in Boardroom Style Only		

Additional rental fees will be applied for any banquet/meeting room.

7. KurSpa

40,000 sq., ft. with 48 treatment rooms

- 7 unique aromatherapy and Steam and Sauna rooms
- Experience Showers
- Aroma Therapy pods
- Indoor pool with underwater music and light
- Large (30 people) Hot pool
- Outdoor infinity pool (open year round*)
- Kneipp Water Walkway
- Cold Sauna (-110 degrees C / -166 F) – by appointment
- Tea and Serenity Relaxation Rooms
- Keiser-equipped Fitness Studio
- Movement Studio (Yoga, Pilates)
- 8 Fango rooms
- 6 Specialty bathing rooms
- 10 Massage rooms
- 3 Specialty couples treatment rooms

***Outdoor Infinity Pool Closure in 2017: April 30th – May 6th**

About Sparkling Hill Resort and KurSpa Policy

Journey into whole body health and wellness at Sparkling Hill Resort's European inspired KurSpa - a luxury spa facility focused on the mature adults' health and wellness with over 100 available treatments. Our team of dedicated professionals will offer personal service with the utmost attention to detail through European-inspired and transformative treatments and therapies such as pure thermal water, Dead Sea salts, volcanic dust and essential oils of plants and flowers. With an abundance of natural light all around you, the atmosphere in KurSpa's treatment rooms are at once uplifting and soothing; an oasis of calm and tranquility. We respectfully request that all guests keep noise to a minimum; cellular phones and other electronic devices are not allowed so that we can ensure all guests enjoy the peaceful sanctuary of KurSpa. KurSpa is an adult-only experience and available to overnight guests over the age of 16 years.

While KurSpa is adult-only, Sparkling Hill Resort is family friendly, yet it is not family oriented. Children visiting the resort should be accompanied by an adult at all times and should be well mannered.



RECEPTIVE TOUR OPERATOR CONTRACT

8. Activities:

- Hiking – 25 kilometers of guided nature hikes including pole walking at the resort (inquire with KurSpa); mountain hiking is close by
- Golf – 1 minute from the resort is neighboring prestigious Predator Ridge Golf Resort and over 80 courses in the area
- Wine Touring – A variety of award winning wineries in the Okanagan Valley approx. 195 with the closest one to the resort 20 minutes; winery tours available
- Wildlife Viewing & Bird Watching - Over 120 species of birds in the region
- Cross-country and Alpine Skiing - at Silver Star Mountain Resort
- Water sports (6 lakes in the area: motor boat, canoe and kayak rental, water ski, wake board)
- Many local farms and orchards in the area with u-pick possibilities
- City tours (Kelowna, Vernon)
- Kingfisher Heliskiing: Heli-skiing and Heli-snow shoeing.



RECEPTIVE TOUR OPERATOR CONTRACT

Terms and Conditions

1. FIT Room Rates

All room rates are NET, non-commissionable, in Canadian dollars and per room, per night, single or double occupancy and subject to applicable taxes (currently GST 5%, PST 8% and MRDT 2%). See APPENDIX "A". All room rates are guaranteed to be at least 20% below the applicable rack rates. These rates apply to all FIT bookings made by Tour Operators. All unsold Tour Operator FIT Allotment of inventory will be released to the hotel by the specific release date on the space inventory contract unless other arrangements have been made. Cancellations received within 72 hours prior to 4pm on your day of arrival for all accommodation bookings including no-shows are subject to a cancellation penalty of one (1) night's room and tax (no penalty on meals). All confirmed rooms are guaranteed for late arrival by Tour Operators. No rooms are to be released or relocated without prior written approval from Tour Operators. The Tour Operator is to send to the Resort a daily booking report unless other arrangements have been agreed to. It is the Tour Operator's responsibility to send to the Resort a FIT Booking Report and Group rooming list prior to allotment release date or the arrival date for accommodation. Rooming lists serve to communicate the details of reservations and a release of any unsold space.

2. Meals

All meals are to include the following specifications:

- Full Hot Breakfast: Included in room rate for single and double occupancy only.
- Half Board 1-course Lunch: \$25 per person. All rates in Canadian dollars, exclusive of tax.
- Half Board 3-course Dinner: \$69 per person. All rates in Canadian dollars, exclusive of tax.
- Full Board Lunch & Dinner: \$89 per person. All rates in Canadian dollars, exclusive of tax.

Please note that these meal options do not include beverages.

The applicable taxes for food is 5% GST, and 18% gratuities – **tour operator is responsible for all stated taxes and gratuities unless otherwise arranged.**

3. Group Agreement

The Tour Operator will request Group & Tour Series space as it is required. A **minimum of 2-night** stays is required for Groups and Tour Series'.

Please email salesassistant@sparklinghill.com Groups & Tour Series' will require separate contracts.

4. Deposit and Payment Procedures

No deposits will be required by the hotel or forwarded to Tour Operators for any pre-blocked FIT inventory. Payment terms for Tour Operator bookings are flexible and may be on a direct bill basis or paid by credit card in advance (see Appendix A). If required, a credit application will be completed and returned for direct billing. For direct bill, full payment will be forwarded by Tour Operators upon receipt of the Tour Operators vouchers. The Hotel will collect these vouchers from each individual booking or from one of the Tour Operators Directors or their representative if requested by the Tour Operator. Tour Operator agrees to remit payment as specified in Appendix A. Individuals are responsible for their own incidental charges. Tour Operators will not be responsible for payment of incidental charges incurred by any passengers.



RECEPTIVE TOUR OPERATOR CONTRACT

5. Liability and Conditions of Service

In accepting the booking, the Hotel guarantees its contractual services for the entire duration of the contract period. In particular, the Hotel assumes responsibility for flawless and impassable operation (accommodations, meals, service, and general facilities). Should any construction work take place at or near the property or should any of the amenities or services offered at the hotel become temporarily or permanently unavailable and this proves likely to affect the enjoyment of the client's stay, the supplier is to inform the Tour Operator immediately in writing via fax. The Hotel also guarantees that it has and will at all times maintain all appropriate insurance policies, including public liability insurance, with a reputable insurance company and/or companies to cover any liabilities of the Hotel arising out of the provision of service and/or products.

The Hotel agrees to indemnify and keep fully and effectively indemnified Tour Operators from and against any actions, proceedings, losses, claims, charges, damages, or liabilities incurred by or assessed against Tour Operators arising out of or as a consequence of or in connection with the provision of services by the Hotel or Tour Operator's customers regardless of the jurisdiction in which such actions, proceedings, losses, costs, claims, charges, damages, or liabilities arise.

6. Confidentiality

All terms and conditions of the agreements are confidential between Tour Operators and Hotel and details cannot be revealed to passengers, clients, or any third party. Note: This is a general agreement between a supplier and tour operator, subject to an annual pre-order of rooms and mechanisms for ordering and releasing rooms which were pre-ordered.



RECEPTIVE TOUR OPERATOR CONTRACT

APPENDIX "A"

Rates based on single or double occupancy

CONFIDENTIAL RTO RATES 2017

Please note no increase occurred from 2016; revised November 2016.

Low Season Jan 1 - Apr 30 Nov 1 - Dec 31	RACK*	2017
	*Standard rates are subject to change for 2017	Receptive Tour Ops.
		35% discount from RACK/Standard
	Sun-Thu	Fri & Sat
		All Days
Mountain View		
Standard	340	370
Superior	360	390
Deluxe	380	410
Lake View		
Standard	360	390
Superior	380	410
Deluxe	400	430
Penthouse Suites	1000	1000

Mid Season May 1 - Jun 30 Sep 1 - Oct 31	RACK*	2017
	*Standard rates are subject to change for 2017	Receptive Tour Ops.
		35% discount from RACK/Standard
	Sun-Thu	Fri & Sat
		All Days
Mountain View		
Standard	415	445
Superior	435	465
Deluxe	455	485
Lake View		
Standard	435	465
Superior	455	485
Deluxe	475	505
Penthouse Suites	1100	1100



RECEPTIVE TOUR OPERATOR CONTRACT

High Season Jul 1 - Aug 31	RACK*		2017
	<i>*Standard rates are subject to change for 2017</i>		Receptive Tour Ops.
	35% discount from RACK/Standard		
	Sun-Thu	Fri & Sat	All Days
<u>Mountain View</u>			
Standard	490	520	319
Superior	510	540	332
Deluxe	530	560	345
<u>Lake View</u>			
Standard	510	540	332
Superior	530	560	345
Deluxe	550	580	358
<u>Penthouse Suites</u>	1200	1200	On Request

Current Black Out dates for 2017 for Tour Operators are January 9-23, May 1-5, October 23-27, and December 28-31.

Tour Operator rates are NET, Non-commissionable; taxes and gratuities are extra.

Additional Person Rate: 3rd & 4th Person rate is \$70.00 per person (this includes Hot European-inspired Buffet Breakfast). Limited to 4 people in a room.

Taxes: GST 5%, PST 8%, and MRDT 2%*

Additional person charge (12 and over): Per night charge. Maximum 2 additional people in room.

***MRDT subject to change pending review with Tourism Vernon.**



RECEPTIVE TOUR OPERATOR CONTRACT

7. Room Rates:

- Rates are confidential and should not be published at any time or disclosed to a third party for any reason or purpose, including on-line agents.
- Rates must be packaged and are extended on the understanding that the Hotel will be featured in promotional brochures both pictorially and editorially.
- Rates are not applicable for Incentive, Corporate Meetings, Trade Delegations and Convention Groups.
- Late check-out and early check-in is subject to availability and must be confirmed with the hotel prior to arrival.

Value Added Benefits **included** in Guest Room Rates (Over \$100 in value per person, per day):

- Full hot breakfast for 2 in PeakFine Restaurant
- Access to KurSpa (40,000sqft) and our 7 unique steam rooms and saunas, indoor pool with underwater music and lights, hot pool and outdoor infinity pool, Kneipp waterway, Tea & Serenity rooms and Fitness Studio;
- Valet underground parking;
- Wireless in-room internet (plus use of the public PC's in the library);
- All guests receive plush robes, spa towels and slippers for their use during their stay.

8. Description of the complimentary steam rooms

Hotel guests have the exclusive use of the 7 steam rooms and saunas. All steam rooms and saunas have different themes, temperature and humidity. Swarovski crystals are beautifully incorporated in the design: Rose steam room, Crystal steam room, Salt Cave; Aqua meditation, Herbal sauna, Panorama sauna, Classic sauna and the Igloo. Steams & Saunas are open 9am-11am and 4pm-10pm daily. *(Not available between 11am-4pm)*

9. Allocations

FIT rooms are based on availability at time of booking.

Check-in time: 4 pm

Check-out time: 11 am

10. Reservations

All **FIT reservations** need to be made by fax: 1.250.275.1610 or email: reservations@sparklinghill.com

Please use the provided TO reservations request form supplied by Sparkling Hill Resort (Microsoft Excel Document).

Please refer to section 3 of the Terms & Conditions on page 5, regarding **Groups** and **Tour Series'**.

11. Payment policy

Pre-payment for the FIT reservations held is required 14 days prior to arrival of the guests. To guarantee reservations, payment in full of room + tax and any other agreed to services must be made with a valid Company credit card or bank transfer. Individuals will be asked to provide a credit card at time of arrival for incidentals.

12. Cancellation policy

We require 72 hours' notice prior to 4 pm on your day of arrival for all accommodation bookings. For cancellations made within the restrictions of this policy, one night room and tax will be charged.



RECEPTIVE TOUR OPERATOR CONTRACT

ACCEPTANCE

To confirm the arrangement, please provide a signed copy of this agreement to the Sparkling Hill Resort sales department no later than **December 23rd, 2016**.

On behalf of the **SPARKLING HILL RESORT**

On behalf of **BC GOLF GUIDE**

Signature:

Signature: _____

Name: Jacqueline Birk

Name: _____

Title: Sales & Marketing Manager

Title: _____

Date:

Date: _____