

# THE WESTIN

## MISSION HILLS

### GOLF RESORT & SPA

ATTN Bob  
THANK YOU!

## F.I.T. YIELDABLE AGREEMENT

### Confidential Agreement

Company Name:	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.	6902 East Greenway Parkway
	Kelowna, BC V1W 3B4	Scottsdale, AZ 85254
Country:	Canada	USA
Telephone:	(519) 802-2077	(480) 624-1304
Email:	danny@bcgolfguide.com	robert.secoda@westin.com
Account Number	SET#	

The following yieldable net wholesale rates are offered to you for the period of **1 April 2018 – 31 MARCH 2019** ("Yieldable Net Rates").

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:

**INVENTORY & RATES:** Currency for all prices, rates, and charges in this Agreement 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.

### ROOM-CATEGORY DESCRIPTIONS:

**Traditional Guestroom (formerly Resort Room - ROH) 525 ft<sup>2</sup>/49 m<sup>2</sup>:** 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 ft<sup>2</sup>/49 m<sup>2</sup>:** 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.

(Signature)



**Resort Suite 730-900 ft<sup>2</sup>/ 68-84 m<sup>2</sup>:** 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.

## 2018/19 RATE SCHEDULE

Wholesale Seasons	Room Category	Rack Rate	International Net Room Rates US Dollars
<b>1 APR 2018 – 30 APR 2018</b> <i>See Below:</i> <b>SPECIAL EVENT PRICING</b> see specific dates	Traditional Room	\$699.00	\$239.00
	Deluxe Room	\$739.00	\$279.00
	Resort Suite	\$799.00	\$349.00
<b>1 MAY 2018 – 30 SEPTEMBER 2018</b> <i>See Below:</i> <b>SPECIAL EVENT PRICING</b> see specific dates	Traditional Room	\$399.00	\$112.00
	Deluxe Room	\$429.00	\$142.00
	Resort Suite	\$499.00	\$183.00
<b>1 OCTOBER 2018 – 31 DECEMBER 2018</b> <i>See Below:</i> <b>SPECIAL EVENT PRICING</b> see specific dates	Traditional Room	\$599.00	\$171.00
	Deluxe Room	\$639.00	\$201.00
	Resort Suite	\$699.00	\$242.00
<b>1 JANUARY 2019 – 31 MARCH 2019</b>	Traditional Room	\$649.00	\$241.00
	Deluxe Room	\$689.00	\$282.00
	Resort Suite	\$749.00	\$346.00

## SPECIAL EVENT NON-REFUNDABLE PRICING: (SEVERE CANCELLATION PENALTIES)

SPECIAL EVENT NON-REFUNDABLE PRICING	Room Categories	Rack Rate Per Night	NON-REFUNDABLE Net 3-Night Package Room Rates US Dollars	Room Tax 13.25% * per night * subject to change	TOTAL PACKAGE NET PRICE includes Room Tax (US Dollars)
<b>Coachella Music Festivals</b> <b>3-Night Stay Packages</b> <b>13, 14, 15 APR 2018</b> <b>20, 21 &amp; 22 APR 2018</b>	Traditional King Bedded Room	\$699.00	\$1197.00 (\$399.00 per night)	\$158.60	\$1355.60
	Traditional Double Bedded Room	\$749.00	\$1347.00 (\$449.00 per night)	\$178.48	\$1525.48
	Deluxe King Bedded Room	\$739.00	\$1347.00 (\$449.00 per night)	\$178.48	\$1525.48
	Deluxe Double Bedded Room	\$789.00	\$1497.00 (\$499.00 per night)	\$198.35	\$1695.35
<b>Desert Trip Music Festivals</b> <b>3-Night Stay Packages</b> <b>5, 6, &amp; 7 OCT 2018</b> <b>12, 13 &amp; 14 OCT 2018</b>	Traditional King Bedded Room	\$699.00	\$1197.00 (\$399.00 per night)	\$158.60	\$1355.60
	Traditional Double Bedded Room	\$749.00	\$1347.00 (\$449.00 per night)	\$178.48	\$1525.48
	Deluxe King Bedded Room	\$739.00	\$1347.00 (\$449.00 per night)	\$178.48	\$1525.48
	Deluxe Double Bedded Room	\$789.00	\$1497.00 (\$499.00 per night)	\$198.35	\$1695.35

### Special Terms & Conditions:

- ♦ Reservations are Non-Refundable at time of booking.
- ♦ Once the reservation is confirmed, the Company agrees to pay any assessed cancellation penalty(ies).
- ♦ Three (3) night minimum stay is required over the listed dates.
- ♦ Cancellation Penalty will be the 3-Night Net Package Rate.
- ♦ Accommodations are subject to allotments and 30-day Release/Cut-Off Dates.

(12)



## HOLIDAY PRICING:

HOLIDAY WEEKEND DATES	Room Category	Rack Rate	International Net Room Rates US Dollars
<b>MEMORIAL HOLIDAY WEEKEND</b> <b>Minimum 3-Night Stay ... 4th Night Free</b> <b>3<sup>rd</sup> Night Free is not valid over these dates</b> <b>25, 26, 27 &amp; 28 MAY 2018</b>	Traditional Room	\$649.00	\$172.00
	Deluxe Room	\$689.00	\$192.00
	Resort Suite	\$749.00	\$235.00
<b>INDEPENDENCE HOLIDAY WEEKEND</b> <b>Minimum 3-Night Stay ... 4th Night Free</b> <b>3<sup>rd</sup> Night Free is not valid over these dates</b> <b>29, 30, JUNE, 1, 2 &amp; 3 JULY 2018</b>	Traditional Room	\$349.00	\$172.00
	Deluxe Room	\$379.00	\$192.00
	Resort Suite	\$449.00	\$235.00
<b>LABOR DAY HOLIDAY WEEKEND</b> <b>Minimum 3-Night Stay ... 4th Night Free</b> <b>3<sup>rd</sup> Night Free is not valid over these dates</b> <b>31 AUG, 1, 2 &amp; 3 SEP 2018</b>	Traditional Room	\$699.00	\$172.00
	Deluxe Room	\$739.00	\$192.00
	Resort Suite	\$799.00	\$235.00

## ADDITIONAL FEES, TAXES AND SUPPLEMENTS

ADDITIONAL FEES		
<b>ROOM TAX</b> <b>13.25%</b> <i>subject to change</i>	<b>3<sup>RD</sup>/4<sup>TH</sup> ADULT IN ROOM Supplement</b> <b>\$35.00+ Room Tax</b> <i>per person per night</i> <i>When utilizing existing bedding. Rollaway beds require an additional fee. A maximum of 4 guests per room or suite.</i>	<b>CHILDREN</b> <b>17-YEARS &amp; UNDER STAY FREE</b> <i>when sharing a room with an adult</i>

### Resort Services Charge:

- The Resort Services Charge is **Not waived nor is it included in the Net Room Rates**. It is highly suggested that Company inform their clients that the bundled Resort Services are not included in the price of accommodations.
- The Resort Services Charge includes the Hotel's most sought-after amenities, bundled into a special daily charge of \$17.00 (plus tax) per room per night. This is a discount of the current charge or \$32.00 (plus tax).
- At the time of check-in, Company's guests will have the ability to "Opt In" to be charged the \$17.00 (plus tax) and take full advantage of all components included in the Resort Services Charge.
- Should guests not wish to include the Resort Services Charge, all components and inclusions will be charged accordingly on an a la carte basis per usage.
- Guests cannot retroactively "Opt Out" of the Resort Services Charge after commencement of room stay.

### The Resort Services Charge Includes:

- Unlimited in room high-speed internet access (*the a la carte daily charge is \$14.95 (plus tax) per 24-hour period, pricing is subject to change*).
- Overnight Self-Parking
- WestinWORKOUT® Fitness Studio Access.
- A Newspaper on weekdays.
- 15% Off Spa Merchandise.
- 15% Off Golf Pro Shop merchandise
- 15% Off Tennis Court Fees and Tennis Pro Shop merchandise.
- Hotel reserves the right to add or withdraw Resort Services Amenities at its sole discretion.

we'll include it with our payable



**FREE SELL:** You and your B2B contractors may book rooms until such time as the Hotel notifies you to cease booking rooms.

All rooms must be booked and reported to Hotel daily on the day of booking by a mutually agreed transmission method by you via Email

**RATES AND YIELDABILITY:** Yieldable Net Rates are current as of the date of the Agreement and subject to change. Rates and availability are subject to Hotel's blackout dates, available upon request.

Hotel reserves the right to increase or decrease rates.

Hotel reserves the right to increase, decrease or cease making guest rooms available at any time; this applies to freesell, on request, or any other method that the Hotel chooses to make rooms available to you, your Channels or your B2B contractors.

Prior notice will be given to you of any rate or availability changes.

Any reservation(s) made prior to a rate or availability change as detailed must be reported and confirmed to the Hotel within 24 hours of the rate of availability change notification.

Hotel has no obligation to honor any reservation(s) that are reported outside the 24 hour timeframe.

Withholding booked rooms, holding rooms without a confirmed booking, or other such behavior to take advantage of rate or availability changes will be considered a material breach of this Agreement which, without limiting any of Hotel's other rights, shall entitle Hotel to terminate this Agreement. All rates are net non-commissionable subject to all applicable taxes (currently, tax rates are: State 5.5%; County 1.77%; City 2.3%; Other/Occupancy 3% rates are per room per night).

The percentages specified are subject to change by government regulation and may be payable by you on the margin applied to the guest rooms over and above the room rate and subject to other terms and conditions of the applicable rate plan.

Guests will not receive points for Marriott's or Starwood's loyalty program for reservations and bookings made through your service.

#### **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](mailto: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 and all 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.
7. Wholesale Net Rates and Added Values are not valid for groups of 16 rooms or more.

#### **INCIDENTAL AND ADDITIONAL CHARGES:**

- a. **Children Policy:** No charge for children under 18 when occupying same room as adult(s) and using existing beds in rooms.



b. **Extra Adult Person Charge:** Rates are for single/double occupancy only. Each additional adult will be charged \$35.00 (plus applicable taxes) per day, with a maximum of 4 adults per room.

c. **Rollaway Beds:** Hotel provides rollaway beds at a cost of \$50.00 (plus tax) per day.

d. **Optional Charges:**

(i) ~~Resort Charge of \$17.00 per room per day (plus applicable taxes).~~ *paid by us* (17)

**CHECK-IN AND CHECK OUT TIME:** Check-in time is 3:00pm/1500hrs check-out time is 12:00am/1200hrs All guests arriving before 4:00pm/1600hrs will be accommodated as rooms become available. Baggage may be checked-in for those arriving early if rooms are unavailable.

**CANCELLATION POLICY:** Room reservations may be canceled up to seven (7) days prior to arrival via a mutually agreed documented method.

If cancellation occurs within seven-days of arrival or if a no-show occurs, a one night cancellation fee including room and tax, will be assessed.

Date changes inside of the cancellation policy are considered a cancellation and a re-booking, and as such, are subject to cancellation damages. The daily cancellation fee will not be contingent on Hotel's occupancy for the nights for which rooms are cancelled.

No-shows must be paid without reliance on vouchers due to the inability of the client to present the voucher. Should you fail to pay the cancellation fee, Hotel may cancel your billing privileges and/or this agreement, at Hotel's sole discretion, without any obligation or liability whatsoever. No refunds will be provided for early departure. The cancellation policy may be changed by Hotel at any time in Hotel's sole discretion.

**EARLY DEPARTURE POLICY:** An early departure fee of one (1) night's room and tax will be billed to you in the event guests do not utilize all nights originally booked but not consumed.

**ROOM PRODUCTION MINIMUM:** This Net Rate Wholesale program is based on an estimated annual production of a minimum 50 room nights.

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.

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 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 (please check/tick and initial):**



**DIRECT BILL COMPANY**

Resort policy mandates that Credit Applications be updated on an annual basis. Direct billing is based upon approval and meeting prescribed production minimums.

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 7-days prior to guests' arrival.

Initial: *DL*

**VOUCHER PREFERENCE:**



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

COMPANY Guarantees Payment for Accommodations & Room Tax. *RESORT FEE*

Initial: \_\_\_\_\_

- a. If Credit has been established, the Company guarantees payment for Accommodations and Room Tax in lieu of pre-payment.

*DL*



- b. Resort policy mandates if a reservation is made with seven (7) days of arrival, payment must be secured at the time of booking unless direct billing has been established.
- c. All incidentals will be collected from client prior to departure unless otherwise stated.
- d. All charges billed to a master account as well as cancellation, no-show and early departure charges will be due and payable thirty (30) days from receipt of invoice and should be made payable to THE WESTIN MISSION HILLS GOLF RESORT & SPA.
- e. Any questions regarding a particular guest balance will NOT affect immediate payment of additional outstanding balances.
- f. HOTEL reserves the right to withdraw any allocation of credit should an account become outstanding for over 30 (thirty) days. As well, the HOTEL reserves the right to change the Company's existing method of payment and agree to notify the Company in writing of the change.
- g. Should any portion of owed balance not be paid within sixty (60) days from receipt of invoice, a late charge calculated at 1.5% per month of the full balance due may be added to this account.
- h. Hotel reserves the right to demand full payment or revoke Company's direct billing privileges for rooms should a delinquency in payment occur.
- i. If direct billing privileges are revoked, all future reservations will be handled under the Hotel's standard pre-payment terms.
- j. In the event any portion of a balance owed is collected with the assistance of a collection agency, the agent agrees to pay all cost of collection of any fees pertaining to said collection.

**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 2018–30 APR 2018	FREE SELL	TRADITIONAL ROOM	11-Days
	FREE SELL	DELUXE ROOM	
	UPON REQUEST	RESORT SUITE (upon request)	
13 APR 2017 (3-Night Minimum)	1	TRADITIONAL ROOM	30-Days
20 APR 2017 (3-Night Minimum)	1	DELUXE ROOM	
	NO ALLOTMENT	RESORT SUITE (upon request)	
1 MAY 2018– 30 SEP 2018	FREE SELL	TRADITIONAL ROOM	4-Days
	FREE SELL	DELUXE ROOM	
	UPON REQUEST	RESORT SUITE (upon request)	
1 OCT 2018- 31 DEC 2018	FREE SELL	TRADITIONAL ROOM	7-Days
	FREE SELL	DELUXE ROOM	
	UPON REQUEST	RESORT SUITE (upon request)	
5 OCT 2017 (3-Night Minimum)	1	TRADITIONAL ROOM	30-Days
12 OCT 2017 (3-Night Minimum)	1	DELUXE ROOM	
	NO ALLOTMENT	RESORT SUITE (upon request)	
1 JAN 2019 – 31 MAR 2019	FREE SELL	TRADITIONAL ROOM	21-Days
	FREE SELL	DELUXE ROOM	
	UPON REQUEST	RESORT SUITE (upon request)	

1. The Per Night Room Allotments are outlined below except over blackout dates, which will be advised by Stop Sell Notices that we will ask you to acknowledge, sign and return.
2. All rooms on Allotment or Free Sell must be on a "Sell & Report" basis.
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 WESTIN MISSION HILLS GOLF RESORT & SPA 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 for additional Rooms by email directly to [robert.secoda@westin.com](mailto:robert.secoda@westin.com).

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## SPECIAL OFFERS & VALUE ADDED BENEFITS:

### IMPORTANT TERMS AND CONDITIONS:

- 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.
- 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:

*(Signature)*

## SPECIAL OFFERS & ADDED VALUES

### UNLIMITED FREE NIGHTS

- 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.
- Certain Special Event/Holiday dates are not valid for Complimentary Nights.

**3<sup>rd</sup> Night Free: 1 MAY 2018 – 30 SEPTEMBER 2018**

Important ... conditions regarding stays on/over US Holiday Weekends

3<sup>rd</sup> Night Free is not valid over certain US Holiday Weekends (i.e. Memorial Weekend, Independence Weekend and Labor Day Weekend).

**4<sup>th</sup> Night Free: 1 APRIL 2018 – 30 APRIL 2018 1 OCT 2018 – 31 MARCH 2019**

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

Complimentary night(s), will not apply to reservations that fall on, or over, any of the Music Festival dates.

### COMPLIMENTARY SAME DAY GOLF REPLAY

- Complimentary Same Day Golf Replay rounds are NOT AVAILABLE from 1 JAN 2018 – 31 MAR 2018.
- Advance Requests may be made on day of play and are subject to the seasonal fees noted in NET GREEN FEES and are valid at either the Pete Dye or Gary Player Course.

### SPECIAL TERM & CONDITIONS

- SOME SPECIAL OFFERS / VALUE ADDED BENEFITS may not apply over the noted Special Event dates
- Any Unused Portion(s) Of The Above Listed Special Offers & Value Added Benefits Are Non-Refundable.

## THE WESTIN MISSION HILLS GOLF NET GOLF GREEN FEES:

### 2018 The Westin Mission Hills Golf Club

#### "Stay & Play" Net Golf Green Fees

Accommodations Are Required at The Westin Mission Hills Golf Resort & Spa

Golf Seasons	WEEKEND Friday & Saturday			WEEKDAY Sunday through Thursday			Same Day Repeat Play	Group Green Fee Supplement Per Person
	Rack Rate	Net Rate	Current Resort Rate	Rack Rate	Net Rate	Current Resort Rate		
1 JAN – 31 JAN 2018	\$120.00	\$80.00	\$108.00	\$120.00	\$80.00	\$108.00	\$45.00	\$7.00
1 FEB – 31 MAR 2018	\$160.00	\$90.00	\$144.00	\$140.00	\$80.00	\$126.00	\$55.00	\$8.00
1 APR – 17 JUN 2018	\$130.00	\$70.00	\$117.00	\$110.00	\$70.00	\$99.00	\$39.00	\$7.00
18 JUN – 30 AUG 2018	\$80.00	\$35.00	\$74.00	\$70.00	\$35.00	\$63.00	\$25.00	\$4.00

*(Signature)*



*continued*  
**2018 The Westin Mission Hills Golf Club ... "Stay & Play" Net Golf Green Fees**  
**Accommodations Are Required at The Westin Mission Hills Golf Resort & Spa**

<b>1 SEP – 24 SEP 2018</b>	\$90.00	<b>\$45.00</b>	\$81.00	\$80.00	<b>\$35.00</b>	\$74.00	\$25.00	\$4.00
<b>25 SEP - 22 NOV 2018</b>	\$110.00	<b>\$75.00</b>	\$99.00	\$100.00	<b>\$75.00</b>	\$90.00	\$39.00	\$7.00
<b>22 Nov – 31 DEC 2018</b>	\$120.00	<b>\$80.00</b>	\$108.00	\$120.00	<b>\$80.00</b>	\$108.00	\$45.00	\$7.00
<b>1 JAN – 31 JAN 2018</b>	\$120.00	<b>\$80.00</b>	\$108.00	\$120.00	<b>\$80.00</b>	\$108.00	\$45.00	\$7.00

**Tee Time/Golf Green Fee Cancellation Policy**

*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.*

1. "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.
2. Golf green fees are per person and in US dollars.
3. 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
4. Complimentary same day golf replay rounds cannot be booked in advance and can only be booked after completion of the first round.
5. **Complimentary Same Day Golf Replay rounds are Not Available from 1 JAN – 31 MAR 2019.**
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](mailto: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:**

**2018 COURSE CLOSURES**  
*Dates Are Subject To Change*

Golf Course	Aerification Schedule		Over-seeding Schedule	
	<i>Closes</i>	<i>Reopens</i>	<i>Closes</i>	<i>Reopens</i>
Pete Dye Resort	23 JUL 2018	26 JUL 2018	29 OCT 2018	22 NOV 2018
	27 AUG 2018	31 AUG 2018		
Gary Player Signature	18 JUN 2018	21 JUN 2018	24 SEP 2018	26 OCT 2018

*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:**

<b>2018 PREMIUM CALLAWAY GOLF CLUB RENTALS GOLF CLUB RENTALS</b>			
<b>Prices Are Subject To Change</b>			
<b>Season</b>	<b>Price Per Day</b>	<b>Season</b>	<b>Price Per Day</b>
1 JAN-31 JAN 2018	\$55.00 per set	30 MAY- 25 SEP 2018	\$50.00 per set
1 FEB – 10 APR 2018	\$65.00 per set	26 SEP – 31 DEC 2018	\$55.00 per set
11 APR – 29 MAY 2018	\$55.00 per set		
<b>Pricing is inclusive of State Sales Tax. Rental Clubs are available for men &amp; women and choice of dexterity. Prices are subject to change.</b>			

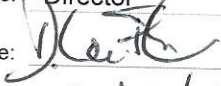
**EXECUTING THE AGREEMENT:**

This Agreement is subject to all the terms and conditions set forth on the following page titled "FIT Yieldable Agreement Terms and Conditions", the Marriott Standards and Guidelines for Online Marketing and the License to Use Marriott Content located on the website <https://www.marriottwholesalers.com> subject to change by Marriott from time to time (collectively, the "Agreement").

This Agreement constitutes the entire agreement between you and the Hotel and may not be amended or changed unless done so in writing and signed by you and the Hotel. The persons signing below agree that they are authorized representatives of the above indicated company and Hotel who have authority to enter into this Agreement.

**This Agreement will not be valid and enforceable until a signed copy is returned to the Hotel by 1 April 2018**, and the term of the Agreement shall be one year from such date, subject to termination by Hotel at any time. For the avoidance of doubt, this Agreement hereby supersedes and replaces in its entirety any and all prior and contemporaneous oral and written agreements related to information about the Hotel, including bookings, express or implied, between you, your Channels, your B2B contractors and the Hotel, as of that date.

*Accepted For And On Behalf Of:*

Company Name: <b>BCGOLFGUIDE.COM, INC.</b>	<b>THE WESTIN MISSION HILLS GOLF RESORT &amp; SPA</b>
Representative: Danny Leitch	Robert Secoda
Title: Director	Director Of Travel Industry Sales
Signature: 	
Date: NOV 1 / 17	

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**

<b>Name</b>	<b>Depart / Position</b>	<b>Telephone</b>	<b>Email</b>
Gail Fry	Director of Reservations	480.624.1353	<a href="mailto:gail.fry@westin.com">gail.fry@westin.com</a>
Dawn Raim	Director Of Revenue Management	(760) 770-2121	<a href="mailto:dawn.raim@westin.com">dawn.raim@westin.com</a>
Silvia Martin	Billing Manager	(760) 770-2117	<a href="mailto:silvia.martin@westin.com">silvia.martin@westin.com</a>
Robert Secoda	Director Of Travel Industry Sales	480.624.1304	<a href="mailto:robert.secoda@westin.com">robert.secoda@westin.com</a>







## F.I.T. YIELDABLE AGREEMENT TERMS AND CONDITIONS

**BOOKING REQUIREMENTS:** All bookings are subject to Hotel's standard booking requirements, available upon request, including early departure fees, cancellation policies, check-in and checkout times and baggage handling fees.

**BILLING PRIVILEGES:** You must fully prepay for all bookings at Hotels by guests through you, your Channels and your B2B contractors, unless, upon application and review by the Hotel, the Hotel elects to extend alternative billing privileges to you.

**PAYMENTS FROM GUESTS:** The Hotel will collect payment from its guests for any automatic and mandatory charges, and incidental charges not included in the Standard Room Charge.

**HOTEL INFORMATION:** All Hotel information provided to you by the Hotel must be reproduced without changes. You must provide the Hotel with copies of any distributed content at points of sale upon request. You shall not display other third party rate plans or other information for the Hotel including wholesale and other third party affiliated rate plans and information.

**"Your Channel(s)"** means, except as disapproved by Marriott or Hotel in their sole and absolute discretion from time to time, collectively, any mechanism (e.g., websites, xml feeds or call centers), in each case owned or operated by you or one of your affiliates or contracted companies, through which you market either the Rooms to your B2B contractors or Dynamic Packages directly for booking by Hotel guests.

**"Your B2B contractor(s)"** means, except as disapproved by Marriott or Hotel in their sole and absolute discretion from time to time, travel companies, such as tour operators, wholesalers, inbound operators, or destination management companies who primarily operate in off-line distribution channels, and whether under your management or control, or with which you have in place a written agreement, makes guest rooms at hotels either managed, franchised or licensed by Marriott available for booking by Hotel guests pursuant to the terms of this Agreement. All terms and conditions

of this Agreement applicable to you shall apply directly and in full to your Channels and your B2B contractors.

**RATES VALID FOR OPAQUE PACKAGED TRAVEL ONLY:** All rates quoted herein are applicable to FIT leisure packaged travel. The rates quoted in this Agreement are only for you to facilitate the booking by individual transient leisure travel guests of opaque packaged, individual rates by the wholesaler or tour operator, not for business travel or group travel-oriented channels. You are not authorized to release these rates to any other individual or entity, including but not limited to, internet booking/electronic distribution systems, except as and to the extent specifically authorized by Marriott or the Hotel from time to time and subject to their sole and absolute discretion to terminate with immediate effect any prior authorizations. You may not offer these rates as room-only / unbundled bookings in any manner (e.g. room tax and/or fees listed separately). Package components must be booked concurrently with the room booking, and the prices for each of the package components (hotel room, airfare and/or car rental) shall not be itemized for, disclosed to or discernible by the guest at any time (including but not limited to billing statements) and you must not provide functionality which would permit guests to strip the package down to view Hotel room rates separately at any time. Furthermore, you agree to indemnify Hotel for any loss or damage arising from your breach of this Section.

**YOUR OBLIGATIONS:** You will, and will cause your Channels and your B2B contractors, to make Marriott guest rooms available to the end-user guest only as part of a bundle or package, meaning coupled with at least one other substantial travel component of material value, such as airfare, or overnight cruise. For the avoidance of doubt, under no circumstances may guest rooms made available through the Agreement be booked by guests through your Channels or your B2B contractors on a retail website in a room-only or unbundled manner.

You will not, and will not permit any of your Channels or B2B contractors to; make Marriott guest rooms available to the end-user guest as an unpackaged, room-only product; market Marriott guest rooms as an unpackaged,





room-only product on on-line (e.g., internet based) channels, or any other interactive channels including mobile devices that the end-user guest can access, this includes but is not limited to Online Travel Agents, Opaque Sites, Group Buying, Flash Sales, Social Commerce and Daily Deals sites and applications;

- a. make Marriott guest rooms available through any GDS;
- b. disclose to the end-user guest the rate at which Marriott provided you the guest room for booking by the guest;
- c. make any false, misleading or deceptive claims that it offers specially discounted rates on Marriott inventory, or advertise that it has the lowest price available, substantial discounts, online exclusive rates, exclusive savings, or comparable statements for Marriott guest room inventory.
- d. Except for B2B contractors, you may not transfer or assign rates provided in this Agreement to any company or organization. You may not transfer or assign this Agreement or the right to any payments due hereunder.

**EXCEPTIONS:** Within 24 hours of identifying an Exception (defined below) or of being notified by Hotel or Marriott of an Exception, while you work diligently to resolve the Exception; you shall immediately suspend further access to any rooms by your Channels or your B2B contractors involved in the Exception until it is resolved. The Hotel may immediately suspend your access to any rates at the time any Exception is identified and you are notified. If the Exception remains unresolved after 2 days of notification, or is not resolved to Marriott's satisfaction within the time period, you must cease making the property and room information and/or room prices of Hotel available to your Channels or your B2B contractors. If the Exception remains still unresolved after 4 days of you being notified by Hotel, Hotel shall be entitled to treat this as a material breach of this Agreement which, without limiting any of Hotel's other rights, shall entitle Hotel to terminate this Agreement without incurring any liability to you for contracted rooms or rates.

For purposes of this Section, "Exception" shall mean if any of the following are applicable to any of your Channels or any of your B2B contractors: (i) your Channel or your B2B contractor is marketing or permitting bookings, or has control over an entity that is marketing or permitting bookings, of the Hotel's rooms in a manner that is inconsistent with the terms of this Agreement, (ii) your Channel or your B2B contractor is, in the reasonable opinion of Marriott, detrimental to Marriott's brand or image, including but not limited to displaying any information,

images or their content which Marriott reasonably believes re defamatory, or libelous, lewd, pornographic, or obscene, or promote violence, or contain hate speech, or (iii) your Channel or your B2B contractor conducts business in a manner that is inconsistent with Marriott's business model (e.g., such Channel or B2B contractor is a flash sales site, group buying site, or offers rooms in violation of the requirements of sections 2.4-2.7 or other site engaging in practices that violate Marriott's official channel standards), and/or (iv) your Channel or your B2B contractor is engaging in activities or practices that are the subject of a good faith dispute between such Channel or B2B contractor and Marriott or the Hotel with respect to the display of rooms on such Channel or B2B contractor, or use of intellectual property (v) sells, resells, books or facilitates the booking of rooms in violation of any terms in this Agreement.

Hotel reserves the right to recover any and all Hotel and Marriott policy expenses from you in the event of an Exception, or Look No Further® approved claim which demonstrates you, your Channels or your B2B contractors as a source of the Exception. This includes the rate adjustment plus \$200USD administrative fee per approved Exception, or Look No Further® claim, to be paid by you to the Hotel within ten (10) business days of the Hotel's invoice.

**CONFIRMATION:** You will provide, in accordance with all applicable laws and privacy policies, confirmation of Travel Package details to guests. Such confirmation shall provide guests with the name, brand affiliation, precise location and telephone number of the Hotel.

**REVENUE AND TAXES:** For guest rooms booked by guests through you, your Channels or your B2B contractors at rates provided through this Agreement, you will pay the Hotel an amount equal to 100% of the rate plus any applicable taxes and other charges (the "Standard Room Charge"). As between you and the Hotel, you will retain all amounts by which the price of a Travel Package exceeds the Standard Room Charge (the "Guest Price"). You 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 Guest Price and the Standard Room Charge.

**DISCLOSURE:** You must, and must take commercially reasonable steps to ensure that your Channels and your B2B contractors: (a) advise all guests 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 guests in





advance of booking all state and local taxes and all automatic or mandatory charges (e.g., resort charges) specified by the Hotel, so as to ensure affirmative, knowing consent by the guest to such fees prior to purchase.

**COMPLIANCE WITH LAWS:** You will comply with all applicable foreign and domestic laws, codes, regulations, ordinances and rules with respect to your obligations under this Agreement and the services to be provided by you hereunder, including but not limited to any laws and regulations governing package and tour travel operators/organizers. You represent, warrant and agree that you are currently and will continue to be for the term of this Agreement, in compliance with all applicable local, state, federal regulations or laws, including but not limited to, all provisions of the Patriot Act and regulations or requests of the U.S. Department of Homeland Security and the Office of Foreign Assets Control in the U.S. Department of the Treasury.

**INSURANCE:** You must procure, maintain and keep in full force and effect during the term of the Agreement adequate insurance coverage (including public liability or commercial general liability insurance and property) as required by law, with a reputable company, including insurance coverage as required under applicable Marriott standards as Hotel may notify you from time to time.

**DISPUTE RESOLUTION:** The parties agree that any dispute in any way arising out of or relating to this Agreement will be resolved by arbitration before JAMS/ENDISPUTE® or the American Arbitration Association in the state and city in which the Hotel is located or the closest available location; provided, however, a dispute relating to infringement of intellectual property rights shall not be subject to this provision. The parties further agree that in any arbitration proceeding they may conduct reasonable discovery pursuant to the arbitration rules, that the law of the state, province or country in which the Hotel is located is will be the governing law, and any arbitration award will be enforceable in that state's, province's or federal court.

**RELOCATED CUSTOMERS:** Hotel will follow its customary relocation policy in regard to Customers. It is standard practice when relocating a customer, to refer the customer to a comparable Marriott affiliated hotel in the area or a hotel of another brand in the area with comparable standards of hospitality.

**TERMINATION:**

- a. Either party may terminate this Agreement at any time upon 30 days' written notice to the other party.

- b. Hotel reserves the right to cancel any booking made in breach of the Agreement.
- c. Any breach by you of obligations under Your Obligations will be a material breach of the Agreement, resulting in an immediate suspension or termination of the Agreement, as solely determined by Hotel in its reasonable judgment. You shall inform Hotel of any violations of the Agreement of which you become aware.
- d. Upon termination of the Agreement, Hotel and you will continue to honor the terms of the Agreement with respect to any booking made prior to the termination date for dates following the termination date, unless termination occurred due to a monetary breach.

**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.

**NOTICE:** Any notice required or permitted by the terms of this Agreement must be in writing.

