



FAIRMONT HOTELS & RESORTS  
Fairmont Le Château Montebello  
2018 FIT/TOUR STATIC RATE WHOLESALE AGREEMENT

Danny Leitch  
BC GOLF GUIDE  
1524 Woodridge Rd.  
Kelowna, BC V1W 3B4  
Canada

This Static Rate Wholesale Agreement (the "Agreement") is entered into by and between BC Golf Guide and Fairmont Le Château Montebello. For ease of reference, the Fairmont Le Château Montebello will be referred to as the "Hotel"; BC Golf Guide shall be referred to as the "Travel Company"; and Fairmont Hotels Inc. and/or any of its parents, subsidiaries or affiliates, as the context requires, will be referred to as "Fairmont". Travel Company and Hotel are each also referred to as a "Party" or together the "Parties." The Agreement commences on the date of the last party's signature (the "Effective Date").

I. TERM

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

II. SCOPE

This Agreement sets forth the terms and conditions under which the Hotel/s will make available to Travel Company rooms for distribution ("Rooms") to guests, travel agents, tour operators and wholesalers through both offline and online distribution channels. This Agreement applies to individual guests only ("FIT"), who have purchased accommodations or accommodation packages from the Travel Company, for up to ten (10) rooms or less. Groups of more than ten (10) rooms must be covered under a Tour Static Rate Wholesale Agreement – or a Group/Event/Conference Space Contract, as indicated by Hotel. Travel Company represents and warrants that it is a licensed travel company and shall remain properly licensed throughout the Agreement.

III. DEFINITIONS

For the purposes of this Agreement:

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

12

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

#### IV. RATES

##### A. GENERALLY

Rates are attached as Schedule A ("Rates."). These Rates shall apply to reservations booked in 2018. New Rates will be provided in writing as an amendment to the Agreement at the beginning of each year during the Term.

##### B. ADDITIONAL RATE DETAILS

1. All rates are net, non-commissionable.

2. Rates do not include (a) applicable country, province, state and local taxes, (b) other mandatory fees and charges, (c) meals (unless a Meal Plan is set forth in Schedule A), and (d) any other optional fees and charges (e.g. Portage/Mal Plan). Tax rates at time of signature, and all mandatory and optional fees and charges are set forth in Schedule A. Travel Company must indicate all optional fees and charges (including Meal Plans) it wishes to be included in the Rate package provided to guests and Distribution Partners in Schedule A. For the avoidance of doubt, Travel Company shall remit payment to Hotel for all mandatory fees and charges and for all optional fees and charges selected by Travel Company as set forth herein.

3. Rates are for Rooms which fall within the Travel Company's allotment as set out below, if Travel Company is receiving an allotment. All Rates are quoted in **Canadian Funds**.

##### C. RATE RESTRICTIONS AND CONFIDENTIALITY

1. Rates are strictly confidential. Travel Company shall, and shall ensure that all Distribution Partners, offer and distribute Rooms in a way that does not directly or indirectly expose or disclose such Rates to guests or any third-party. Further, Travel Company shall not, and shall ensure that each Distribution Partner does not, disclose the rate for any individual component of a Travel Package or market individual, unbundled components thereof. Travel Company's violation of this Section will entitle Hotel to immediately terminate this Agreement. In addition, if any Distribution Partner violates this Section, Hotel may, at its option, (a) immediately terminate this Agreement; (b) request that Travel Company immediately and temporarily cease distribution of Rooms via that Distribution Partner until the violation is remedied or (c) request that Travel Company immediately and permanently cease distribution of Rooms via that Distribution Partner.

2. Travel Company must offer and distribute all Rooms at a markup from the Rate.

3. Travel Company shall ensure that all mandatory fees and charges and all selected optional fees and charges and the obligation to pay such charges are (a) included in any Travel Package rate provided by Travel Company to guests or any Distribution Partner or (b) otherwise clearly and conspicuously disclosed to Hotel guests prior to booking.

4. Travel Company's failure to fulfill its obligations under this Section shall constitute a material breach of this Agreement.

14

**V. ROOMS**

**A. NON - ALLOTMENT**

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

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

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

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

**Fairmont Le Château Montebello Reservations**  
**Fairmont Le Château Montebello Reservations Fax:** 819-423-6341  
**Reservations Email:** [icm.reservations@fairmont.com](mailto:icm.reservations@fairmont.com)  
**Hotel Reservations Assistant Manager** Diane Beaulieu

**TOUR ONLY**

C. If Travel Company has been provided an allotment, it shall provide a Rooming List for all Rooms booked in accordance with and at each interval identified in the information set forth in Schedule B hereto. Rooming Lists must contain, at a minimum, the name of each guest, arrival and departure dates of each guest, room category, package name / promotion / meal plan (if applicable), and name of Hotel.

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

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

F. For no shows on guaranteed reservations, Travel Company must still pay Hotel for the full cost of the reserved stay.

G. If a guest wishes to extend a stay beyond that booked through Travel Company, the guest shall negotiate rate and make payment directly to Hotel, as applicable and subject to availability. Travel Company shall not be entitled to receive compensation for any such extended stay.

**VII. PLEDGE RELOCATE POLICY**

In the event the Hotel does not honor all guaranteed reservations to Travel Company, then the Hotel shall at its own expense, secure comparable accommodations and provide, at its own expense, transportation to/from such accommodation. This shall apply to each reservation (two nights maximum) for which rooms are not provided and guests must be housed elsewhere.

34

**VIII. PAYMENT AND BILLING**

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

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

**C. PREPAYMENT FIT**

1. All reservations must be prepaid in full at the Standard Rate at least 7 days prior to the guest's arrival. Short lead guaranteed reservations must be prepaid in full at least 48 hours prior to the scheduled arrival and payment shall be made by certified check or valid credit card. In the event that prepayment is not received within the time periods set out above, the Hotel may, in its sole discretion, request full payment from the guest at the time of arrival or cancel the applicable reservation. Except as set forth above, payments can be made by cheque, credit card, or direct transfer to the Hotel's account at:

**D. PREPAYMENT TOUR**

1. A deposit of \$1,000.00 is required with the signed contract to secure the space. The balance of the account is due in full at least 30 days prior to the group's arrival. Short lead guaranteed tour bookings must be prepaid in full at least 48 hours prior to the scheduled arrival and payment shall be made by certified check or valid credit card. In the event that prepayment is not received within the time periods set out above, the Hotel may, release all space without prior notice. Except as set forth above, payments can be made by cheque, credit card, or direct transfer to the Hotel's account at:

**Bank Name:**

Bank of Montreal

280, Main Street East

Hawkesbury, ON K6A 2R4

Tel: 613-632-7060

**Credit to:**

Transit: 23341 - 001

Account: 1997-568

Please notify the Hotel with direct transfer confirmations by fax 819-423-6208 or e-mail to [travis.wood@fairmont.com](mailto:travis.wood@fairmont.com)

**E.**

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

**IX.****INCIDENTAL CHARGES**

It is the Hotel policy that guests are required to provide a valid credit card to the front desk upon arrival before signing privileges on incidentals will be extended. At the time of check-in, the front desk will also pre-authorize the credit card for \$200.00 per night, based on the length of the guest's reservation. (i.e. for a 4 night reservation, the front office will pre-authorize \$800.00 to the guest credit card).

**X.****LIMITATIONS ON DISTRIBUTION**

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

1. Is not qualified to use Rooms, or;

2. Engages in practices that the Hotel determines may expose Hotel or its parent companies, subsidiaries or affiliates to liability or a loss of good will or reputation.

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

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

## XI. INDEMNITY

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

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

## XII. MARKETING AND INTELLECTUAL PROPERTY

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

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



C. Approval of Hard Copy Travel Company Materials; Request to Cease Use of Travel Company Materials.

1. At Hotel's written request, the Travel Company shall submit all hard copy Travel Company Materials (e.g. brochures and pamphlets), or reasonable facsimiles thereof, that contain the Hotel Intellectual Property to the Hotel for review before such Travel Company Materials are printed, published or otherwise made available to the general public (including, for the purposes of this Section, Distribution Partners). Hotel shall approve or reject such Travel Company Materials within 14 days of receipt thereof. If Hotel does not respond within the stated time, Travel Company Materials shall be considered rejected.

2. Hotel may, in its discretion, request in writing that Travel Company immediately cease publication, printing, or distributing Travel Company Materials in any medium. Travel Company shall comply with all such written requests and shall ensure that Distribution Partners also comply therewith.

3. Travel Company acknowledges and agrees that, as between Hotel and Travel Company, and excluding any Hotel Intellectual Property used in accordance with this Agreement, it is solely responsible for the contents of the Travel Company Materials and the use made thereof by Distribution Partners.

D. Injunctive Relief.

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

### XIII. COMPLIANCE WITH LAWS

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

### XIV. DATA PRIVACY AND PROTECTION

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

### XV. FORCE MAJEURE

If the Contract becomes illegal or impossible to perform by either party due to acts of God, war, terrorist act, disaster, strikes, civil disorder, or other comparable unforeseeable emergency, this Contract may be terminated for any one or more of such reasons by written notice from one party to the other.

### XVI. TERMINATION

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

**XVII. MISCELLANEOUS**

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

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

C. Unless otherwise set forth herein, all notices, consents, requests and other communications hereunder shall be in writing and shall be sent by hand delivery, by certified or registered mail (return receipt requested), by a recognized national overnight courier service or by electronic mail and will be effective upon receipt at the address stated below (unless the parties are notified in writing of a change in address, in which case notice will be sent to the new address):

If to Hotel: To the attention of **Elaine Maurice** at the physical and electronic addresses set forth below.

If to Travel Company: To the contact information set forth above.

**XVIII. ACCEPTANCE**

In order to confirm the arrangements set forth herein, this Agreement should be received by the Hotel no later than **2 weeks from now**, in order to guarantee this Agreement. After the Travel Company has had an opportunity to review and approve this Agreement, please sign and return the additional enclosed copy directly to:

Fairmont Le Château Montebello  
Elaine Maurice  
Sales Manager  
392, Rue Notre-Dame  
Montebello, QC  
J0V 1L0  
Ph : 819-423-3030  
Fx : 819-423-5106  
elaine.maurice@fairmont.com

**/Intentionally left blank. Signatures on following page./**

Sincerely,

On behalf of Evergrande Hotel Hold  
Ltd DBA Fairmont Le Château Montebello :

Name: Elaine Maurice

Title: Sales Manager

Signature: \_\_\_\_\_

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

Name: Nathalie Beauchamp

Title: Director of Sales and Marketing

Signature: \_\_\_\_\_

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

Written acceptance constitutes a binding agreement between **BC GOLF GUIDE** and the Hotel; therefore, this document must be signed by a representative authorized to commit such arrangements on behalf of **BC GOLF GUIDE**.



# **SCHEDULE A** **ROOM RATES AND ADDITIONAL HOTEL INFORMATION** **ROOM RATES**

January 2 <sup>nd</sup> to April 30 2018							
Room Category	Room Tax (%)	Local Tax (%)	Single	Twin	Triple	Quad	Room Tax (%)
Weekdays	Fairmont	\$166.00	\$166.00	\$206.00	\$246.00	5	9.975
Weekend	Fairmont	\$230.00	\$230.00	\$270.00	\$310.00	5	9.975
*Weekdays: Sunday to Thursday							
*Weekends: Friday & Saturday							

May 01 to June 30, 2018							
Room	Single	Twin	Triple	Quad	Room Tax (%)	Local Tax (%)	Category
Weekdays	Fairmont	\$184.00	\$184.00	\$224.00	\$264.00	5	9.975
Weekend	Fairmont	\$250.00	\$250.00	\$290.00	\$330.00	5	9.975
July 01 to September 13, 2018							
Weekdays	Fairmont	\$201.00	\$201.00	\$241.00	\$281.00	5	9.975
Weekend	Fairmont	\$273.00	\$273.00	\$313.00	\$353.00	5	9.975
September 14 to 15 October 2018							
Weekdays	Fairmont	\$219.00	\$219.00	\$259.00	\$299.00	5	9.975
Weekend	Fairmont	\$288.00	\$288.00	\$328.00	\$368.00	5	9.975
October 16 to 22 December 2018							
Weekdays	Fairmont	\$175.00	\$175.00	\$215.00	\$255.00	5	9.975
Weekend	Fairmont	\$242.00	\$242.00	\$292.00	\$342.00	5	9.975
January 2 <sup>nd</sup> to April 30 2019							
Weekdays	Fairmont	\$175.00	\$175.00	\$215.00	\$255.00	5	9.975
Weekend	Fairmont	\$242.00	\$242.00	\$292.00	\$342.00	5	9.975
*Weekdays: Sunday to Thursday							
*Weekends: Friday & Saturday							

## **INCREMENTS:**

INCREMENTS:		January 2 <sup>nd</sup> 2018 to April 30 <sup>th</sup> 2018
Fairmont Riverview room		\$40.00
Deluxe room		\$70.00
Deluxe Riverview room		\$80.00
Deluxe Corner room		\$100.00
Jacuzzi room		\$100.00

All rates are per night

INCREMENTS: 2018-2019	
Between May 1 <sup>st</sup> 2018 and December 22 <sup>nd</sup> 2018 & Between January 2 <sup>nd</sup> 2019 to April 30 <sup>th</sup> 2019	
Fairmont Riverview room	\$50.00
Deluxe room	\$80.00
Deluxe Riverview room	\$90.00
Deluxe Corner room	\$110.00
Jacuzzi room	\$110.00

**NOTES:**

\*All tax structures and percentages are subject to change without notice.

**TAXES CALCULATION**

Taxes on the rooms are calculated onto each other as follows:

(room rate + \$3.50 City tax = subtotal) x 5% GST + (subtotal x 9.975% PST) = Total amount per room, per night: (\$4.03)

\*All tax structures and percentages are subject to change without notice. Rates are net, non-commissionable and in Canadian dollars.

\* Rates are based on room only (no meals included).

\* Rates are net, non-commissionable and in Canadian Funds.

**MEAL PLAN CHARGES\***

May 1 <sup>st</sup> , 2017 to April 30 <sup>th</sup> , 2018					
Cost	Gratuities (15%)	GST (5%)	PST (9.975%)	TOTAL	
Buffet breakfast	\$25.53	\$3.83	\$1.47	\$2.93	\$33.75
Buffet Lunch (not available on Sunday)	\$31.77	\$4.76	\$1.83	\$3.64	\$42.00
Dinner	\$55.51	\$8.33	\$3.19	\$6.37	\$73.40
Buffet breakfast 6 to 12 years old	\$12.78	\$1.92	\$0.73	\$1.47	\$16.90
MAP 6 to 12 years old	\$40.50	\$6.08	\$2.33	\$4.65	\$53.55

2018					
Cost	Gratuities (15%)	GST (5%)	PST (9.975%)	TOTAL	
Buffet breakfast	\$26.28	\$3.94	\$1.51	\$3.01	\$34.75
Buffet Lunch (not available on Sunday)	\$32.71	\$4.91	\$1.88	\$3.75	\$43.25
Dinner	\$57.48	\$8.62	\$3.31	\$6.59	\$76.00
Buffet breakfast 6 to 12 years old	\$13.24	\$1.99	\$0.76	\$1.52	\$17.50
MAP 6 to 12 years old	\$41.94	\$6.29	\$2.41	\$4.81	\$55.45

**OPTIONAL FEES AND CHARGES**

**A. DINING RESERVATIONS**

With prior notification, meals can be arranged for all FIT and TOUR guests.

All requests for meals should be made in writing to the Dining Reservations Office and must be indicated on the voucher in order to bill the master account.

Dining Reservation Fax/E-Mail: (819)423-5511

Please indicate if meals are required:

YES \_\_\_\_\_ DECLINED \_\_\_\_\_

**B. PORTERAGE**

Please refer to the "Additional Charges" section

**C. ADDITIONAL CHARGES**

There is an additional \$5.50 per person mandatory daily fee not included in the above rates to cover portage. Of this daily fee, 90% is a gratuity that is distributed to the Hotel's bellmen, and the remaining 10% is retained (and not distributed as a tip or gratuity to the Hotel's employees) by the Hotel. Depending on the Hotel's location, the daily fee may be subject to sales or other taxes, which may change from time to time without notice.

**ADDITIONAL HOTEL INFORMATION**

**D. ROOMS**

Single, double, and triple (or quad if applicable per Hotel) occupancy Rooms are subject to restrictions and based on availability. The Hotel appreciates your submission of bed-types request and every effort will be made to accommodate these requests, based on availability.

**E. FAMILY PLAN**

Children 18 years old and under may stay at no extra charge in their parents' room (excluding meals) in room categories accommodating more than 2 persons. Where two rooms are required to accommodate a family, the single occupancy rate will be charged for each room (plus meals and service charges where applicable). Complimentary meals and gratuities will be offered to children 5 years old and under.

**F. CHECK-IN / CHECK-OUT TIME**

Check-in: 4:00 pm Check-out: 12:00 noon

Should a guest plan to arrive at the Hotel prior to applicable check-in time, Travel Company shall include this information on the rooming list or at the time of booking. Every effort will be made to accommodate early arrivals based on availability; however room type cannot be guaranteed.

**G. Cancellation Policy**

**FIT CANCELLATIONS**

- FIT cancellation at 72 hours or less prior to arrival
- Condition: One night's full room and tax charges.
- No Show reservations
- Condition: 100% of the full cost of the scheduled stay.

**(TOUR) GROUP CANCELLATIONS**

- Group cancellation at 30 days prior to arrival or less:
- Condition: 50% of the room charges for the full stay.
- Group decreases from original space reported: 30-15 days:
- Condition: 50% of the room charges based on the decrease for full stay.
- Group decreases from original space reported within 14 days or Full Cancellation:
- Condition: 100% of the room charges for the full stay.

Cancellation must be sent in writing to the Hotel's reservations office at:  
Hotel Reservation Fax/E-mail: (819)423-5511

**TOUR ONLY**

H. Complimentary Room Policy

For groups utilizing a minimum of 15 paying rooms per night, the 16<sup>th</sup> room will be provided on a complimentary basis for a **maximum** of one room complimentary per property. (Please note meals are not complimentary). **Where on occasion it becomes necessary, complimentary room rates will be given to Tour Directors who are required to share accommodation or stay at an alternate property.** Should this occur, it is possible that there will be little or no notice upon arrival at the Hotels.

172

SCHEDULE B

Fairmont Le Château Montebello

TOUR ONLY

Group pick up shall be provided: 90, 60 and 45 days before first guest arrival

Due to periods of high occupancy, black out or restricted dates occur over the following dates:

Restricted Dates: -

2018

Restricted Dates:

December 23<sup>rd</sup>, 2018 until January 1<sup>st</sup>, 2019

Blackout Dates:

February	9-10-17, 2018
April	13-20-21, 2018
June	4-5-6-7-13-14-15-16, 2018
September	23-24-25, 2018
October	3-5-12-13-15-16-17-24-26, 2018

Possibility to add blackout dates with a 48 hours' notice.



**SCHEDULE C**  
**Trademark Protection**

(A) **Generally.** Travel Company acknowledges that (a) the Marks are owned by and constitute the valuable property of Hotel or its licensors; (b) Hotel has the right to restrict, limit, and otherwise control use of the Marks; and (c) certain abuses exist in the market which undermine the integrity and value of the Marks and Hotel's Rooms and additional services (together, the "Hotel Services") and Hotel's business reputation, specifically in relation to Predatory Advertising and in the use of the Marks or some variation thereof in connection with the marketing of the Hotel Services through the Internet without Hotel's consent which have the effect of directing traffic from Hotel's business. "Predatory Advertising" is advertising that creates or overlays links or banners on websites, spawns browser windows, or utilizes any other method to generate traffic from a website without the website owner's knowledge, permission and participation. Travel Company shall not, and shall ensure that Distribution Partners do not, engage in Predatory Advertising with respect to the Marks, the Hotel Services, Hotel or any of its affiliates and parent companies.

(B) **Restrictions.** Travel Company shall not, and shall ensure that Distribution Partners do not, advertise, offer, market, distribute or sell the Hotel Services or exploit the Marks in any manner on or through Internet search engines or directories except as expressly provided in this Agreement. Travel Company agrees that the restrictions, prohibitions and terms set forth in this Agreement are reasonable to protect Hotel and its licensors from predatory advertising and agrees not to engage in any of the prohibited tactics set out in this Agreement.

(C) **Prohibitions Apply to All Sales, Promotion, Marketing and Advertising of Hotel Services.** Travel Company agrees that all of the restrictions set forth in this Agreement apply to all sales of Hotel Services and all use of the Marks in connection with the advertising, promotion, or marketing thereof, whether by Travel Company or a Distribution Partner. With respect to Travel Company's rights to sell, promote, advertise or market Hotel Services that exist prior to the Effective Date, Travel Company will fully comply with all of the terms of this Agreement forthwith, but in no event later than thirty (30) days following the Effective Date. Time is of the essence in respect of the Travel Company's compliance.

(D) **Restriction on Use of Trademarks in Meta Tags.** Travel Company may not, and shall ensure that Distribution Partners do not, include any Mark or similar variations, in the meta tags of any Web site or HTML code. This Section includes use of the Proprietary Terms in the meta title, meta keywords or meta description.

(E) **Restrictions on Use of Trademark Terms on Search Engines.** Travel Company may not, and shall ensure that Distribution Partners do not, purchase, obtain or use, directly or indirectly, any keywords from search engines whereby the Marks, or any variation thereof, Use of any keywords, including but not limited to, the singular/plural form of the Marks, misspellings, or other Marks, or any variations thereof, is prohibited. Travel Company may not purchase the Marks, or any variations thereof, for use in text links, banner ads, pop-up ads or any other type of ad that could be associated with a keyword campaign.

(F) **Domain Names.** Travel Company may not purchase or obtain domain names (URLs) with any part of the Marks, or any variations thereof, included as part of the address. Use of any domain names, including but not limited to, the singular/plural form of the Marks, misspellings, or other variations of the Marks, or any variation thereof, is prohibited. Ownership of all domain names Travel Company or Distribution Partners' currently use that contain the Marks, or any variations thereof, must be transferred to Hotel or its licensors name through a domain name registrar company of Hotel's choice. Said transfer must occur no later than thirty (30) days following the Effective Date. Time is of the essence in respect of Travel Company's compliance.

(G) **Outsourcing to Online Marketing Firms.** Travel Company may not use and shall ensure that Distribution Partners do not use, directly or indirectly, any third party search engine marketing provider to seek to avoid its obligations under this Agreement. If Travel Company is currently





marketing the Hotel Services on search engines, Buyer is required to immediately implement and abide by all of the terms, restrictions and prohibitions set forth in this Agreement. Travel Company shall within 48 hours of execution of this Agreement contact each search engine, or third party agency, and revise all ad copy, titles, descriptions, keywords, URLs, text links, advertisements, including all meta tags (meta titles, meta keywords and meta descriptions) to comply with the terms of this Agreement. Buyer agrees to be in full compliance with all of the terms of this Agreement not later than thirty (30) days following the execution of this Agreement. Time is of the essence in respect of Travel Company's and Distribution Partners' compliance.

**Partial List of Prohibited Search Engines.** The restrictions and prohibitions set forth in this Agreement apply to all search engines used by U.S. and/or international residents, including but not limited to:

Google	Yandex	Fireball
Yahoo	Altavista	Freenet
Bing	Excite	Web.de
Baidu	Lycos	Gurji!
Ask	Entireweb	
AOL	Voila	

If Travel Company engages in any of the foregoing prohibited activities or, as the case may be, refuses to promptly comply with a request from Hotel to refrain from, or to cause a Distribution Partner to refrain from engaging in any of the foregoing prohibited activities, Hotel may (without limiting any other rights or remedies available to Hotel) terminate this Agreement immediately upon written notice to Travel Company.