



# COPPER POINT

## R E S O R T

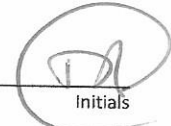
Company Name: BC Golf Guide	
Contact: Danny Leitch	Phone: 519.800.3701
Address: #204-3731 Casorso Road	Fax: 250.800.0912
City/province/postal code: Kelowna, BC V1W 5E9	Email: danny@bcgolfguide.com

### 2020 F.I.T. YIELDABLE RATE AGREEMENT

- FIT rates will only be valid based on hotel availability or your allotment and upon signature of this agreement by both parties.
- 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.

Season	Standard Queen Room	1 Bedroom	1 Bedroom Loft Suite	2 Bedroom	2 Bedroom Loft Suite
	Rates apply to single or double occupancy maximum for Std Rooms. Maximum occupancy 2 adults.	Rates apply to single to double occupancy for 1 Bedroom Suite. Maximum occupancy 2 adults & 2 children.	Rates apply to single to triple occupancy for 1 Bedroom Loft Suite. Maximum occupancy 3 adults & 2 children.	Rates apply to single to quad occupancy for 2 Bedroom Suite. Maximum occupancy 4 adults & 2 children.	Rates apply to single to five-person occupancy for 2 Bedroom Loft Suite. Maximum occupancy 5 adults & 3 children.
March 15 – May 14, 2020	Stay 1 – \$95.20 Stay 2 – \$85.68 Stay 3 – \$80.92 Stay 4 – \$72.83 Stay 5 – \$68.80	Stay 1 – \$135.20 Stay 2 – \$121.68 Stay 3 – \$114.92 Stay 4 – \$103.43 Stay 5 – \$97.68	Stay 1 – \$151.20 Stay 2 – \$136.08 Stay 3 – \$128.52 Stay 4 – \$115.67 Stay 5 – \$109.24	Stay 1 – \$175.20 Stay 2 – \$157.68 Stay 3 – \$148.92 Stay 4 – \$134.03 Stay 5 – \$126.58	Stay 1 – \$191.20 Stay 2 – \$172.08 Stay 3 – \$162.52 Stay 4 – \$146.27 Stay 5 – \$138.14

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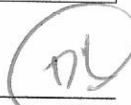


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<b>May 15 – June 25, 2020</b>	Stay 1 – \$135.10 Stay 2 – \$121.68 Stay 3 – \$114.92 Stay 4 – \$103.43 Stay 5 – \$97.68	Stay 1 – \$195.20 Stay 2 – \$175.68 Stay 3 – \$165.92 Stay 4 – \$149.32 Stay 5 – \$141.03	Stay 1 – \$219.20 Stay 2 – \$197.28 Stay 3 – \$186.32 Stay 4 – \$167.68 Stay 5 – \$158.37	Stay 1 – \$319.00 Stay 2 – \$287.10 Stay 3 – \$271.15 Stay 4 – \$244.04 Stay 5 – \$230.48	Stay 1 – \$349.00 Stay 2 – \$314.10 Stay 3 – \$296.65 Stay 4 – \$266.99 Stay 5 – \$252.15
<b>June 26 – September 5, 2020</b>	Stay 1 – \$159.20 Stay 2 – \$143.28 Stay 3 – \$135.32 Stay 4 – \$121.79 Stay 5 – \$115.02	Stay 1 – \$239.20 Stay 2 – \$215.28 Stay 3 – \$203.32 Stay 4 – \$182.99 Stay 5 – \$172.82	Stay 1 – \$287.20 Stay 2 – \$258.48 Stay 3 – \$244.12 Stay 4 – \$219.71 Stay 5 – \$207.50	Stay 1 – \$255.20 Stay 2 – \$287.10 Stay 3 – \$229.68 Stay 4 – \$195.23 Stay 5 – \$184.38	Stay 1 – \$279.20 Stay 2 – \$251.28 Stay 3 – \$237.32 Stay 4 – \$213.59 Stay 5 – \$201.72
<b>September 6 – October 11, 2020</b>	Stay 1 – \$135.10 Stay 2 – \$121.68 Stay 3 – \$114.92 Stay 4 – \$103.43 Stay 5 – \$97.68	Stay 1 – \$195.20 Stay 2 – \$175.68 Stay 3 – \$165.92 Stay 4 – \$149.32 Stay 5 – \$141.03	Stay 1 – \$219.20 Stay 2 – \$197.28 Stay 3 – \$186.32 Stay 4 – \$167.68 Stay 5 – \$158.37	Stay 1 – \$319.00 Stay 2 – \$287.10 Stay 3 – \$271.15 Stay 4 – \$244.04 Stay 5 – \$230.48	Stay 1 – \$349.00 Stay 2 – \$314.10 Stay 3 – \$296.65 Stay 4 – \$266.99 Stay 5 – \$252.15

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*View Rooms are available upon request only and based on availability. An additional \$30.00 + tax per night will apply to each view room.*

### **Taxes Breakdown:**

Rates are net, non-commissionable and in Canadian dollars. The Destination Marketing Fee of 2%, the Goods and Services tax of 5% and Hotel tax of 8% are not included in above prices. Should federal, provincial and/or local taxes increase, you will be informed immediately and you will be responsible for all increases. Please note that taxes are subject to change without notice. \*\*\*The resort fee of 2% might change to a DMF later in 2019. To be confirmed.

### **ROOMS ALLOCATIONS:**

A rollaway cot cannot be put in a Standard Hotel Room, only Suites (If an extra bed is required, a rollaway must be reserved in advance (for the applicable room type).

### **NO-SMOKING POLICY:**

Copper Point Resort supports a smoke free environment in all public areas and guest rooms. If the hotel determines that a guestroom has been smoked in, a \$250 room recovery fee will be charged per room to the individual's account.

### **ADDITIONAL CHARGES:**

- **Baggage:** \$5.50 per person, round trip, plus taxes. Mandatory for groups. In order to accelerate the delivery, please have numbered luggage tags corresponding to your numbers on the rooming list. Unidentified baggage will be delivered to the tour escort's room. Should we be required to store your guests' baggage in the event of an early arrival or late departure, additional baggage handling charges will apply. All bags are to be placed *outside* of rooms for pickup 45 minutes before departure time. Invoices will be provided based on one bag per person.

The tour guide/director must approve the number of bags delivered upon arrival and departure from the resort. The tour guide/director must sign off on Copper Point Resort's baggage form agreeing to this number. Any discrepancy in

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portage between Copper Point Resort and tour guide/director must be dealt with at time of arrival/departure. If the tour guide/director fails to approve the number of bags delivered by Copper Point Resort, Copper Point Resort will assume the tour guide/director has agreed to the number of bags and Copper Point Resort will bill the tour company accordingly for the extra charges. Additional bags must be paid by the escort unless Direct Billing has been approved. Payment for these additional charges will be due within 14 days of receiving invoice.

- **Parking:** Outdoor & underground parkade parking for individual FITs is available and is complimentary.
- **Rollaway beds:** Rollaway beds are at \$25.00 + tax per night.

**CHECK-IN TIME:** 16:00 (4:00 PM) **CHECK-OUT TIME:** 11:00 (AM)

Any room not vacant by this time will incur a 1/2-day late check-out charge until 18h00 (6:00 PM). After which a full day's charge will be applied.


**LIABILITY:** The Hotel cannot be held responsible for personal injury, loss of or damage to property of members or organizations arising out of use by them or third party services that are not supplied by the Hotel (i.e., guide services, etc.).

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

We would request that the Copper Point Resort does not appear on the following websites:

<ul style="list-style-type: none"><li>• Amoma.com</li><li>• Cancelon.com</li><li>• Dhr.com</li><li>• flyin.com</li><li>• Galahotels.com</li><li>• Getaroom.com</li><li>• Hoteltravel.com</li><li>• lxpira.com</li></ul>	<ul style="list-style-type: none"><li>• Olotel.com</li><li>• Onhotel.com</li><li>• Otels.com</li><li>• Ponytravel.com</li><li>• Prestigia.com</li><li>• Skoosh.com</li><li>• Vivastay.com</li><li>• Yeego.com</li></ul>
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**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. Hotel reserves the right to yield rates based on demand patterns. 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 72 hours of the rate or availability change notification. Hotel has no obligation to honor any reservation(s) that are reported outside the 72 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.

**CONFIRMATION OF BOOKING:** The Hotel reservations team will confirm bedroom availability at the time of booking, unless other arrangements have been contracted in writing between the parties. A Hotel reservation agent must also confirm modifications to the reservations. A confirmation number will be provided at the time of the reservation. We suggest that the Tour Operator take note of the number for future reference.

Unless an allotment or free sell has been established with the Hotel contracted rates are upon availability. Rate will be confirmed upon receipt of the reservation.

Reservations should be made by **EMAILING/FAXING** our Reservations Department at [info@copperpointresort.com](mailto:info@copperpointresort.com) or (250) 341.-4001. In the event you need to speak to a member of the Reservations Department, please call (250) 341-4000.

The following format is required when reporting reservations:

1. Advise type of room needed: single, double, triple or quad.
2. Advise number of beds per room.
3. Advise **specific arrival and departure dates**, as well as the **total number of nights of stay** and **flight schedule**.
4. State **full name** (surname followed by first name) of **all passengers** and ages of any children occupying rooms.
5. **Special remarks:** Advise any special comments and/or requests.

**FIT NO SHOWS:** For no shows, guests who, without prior cancellation, fail to arrive at the Hotel, the Tour Operator must reimburse the Hotel's loss, up to a maximum of one night's accommodation. No-shows must be paid without reliance on vouchers due to the inability of the client to present the voucher.

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**FIT CANCELLATION:** Reservations must be cancelled no later than **48 hours prior to arrival**. The Hotel's reservation agent will give a cancellation number. It is suggested that the Tour Operator take note of this number for future reference. Cancellation time limit may be extended during peak periods, as indicated in the specific individual confirmation or allotment contract. If a cancellation is received within 48 hours prior to arrival, the Tour operator must reimburse the hotel, up to a maximum of one night's accommodation.

Booked reservations may only be cancelled directly by Tour Company notifying Hotel. The Hotel cancellation policy is applicable for all reservations made under or in connection with this Agreement.

The cancellation policy may be changed by the Hotel at any time in the Hotel's sole discretion.

**EARLY DEPARTURE POLICY:** An early departure fee of one night's room and tax will be billed to Company in the event guests do not utilize all nights originally booked but not consumed. Guests may change their departure date upon check-in without penalty.

**FREE SELL:** We are pleased to offer you free sell on all inventory. For the Free Sell, the company may book rooms without an allotment commitment until such time as Hotel notifies Company to cease booking rooms or until the hotel reaches a daily occupancy of 85%.

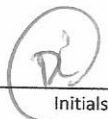
Please indicate to which email address, stop sell dates should be sent: Danny a Begouf@guide.com

**FIT PAYMENT:** 7 days prior to arrival. See method in the payment section of this agreement. (2)

**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.

**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 our 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

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contractors or Dynamic Packages directly for booking by Hotel guests. "Your B2B contractor(s)" means, except as disapproved by our 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 our hotel 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 the Tour Operator to facilitate the booking of individual transient leisure travel guests travelling via an opaque package. The rates are not permitted for use by the wholesaler or tour operator for business travel or group travel-oriented channels. The tour operator is 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 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:** It is the tour operators responsibility to make our the Hotel's 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 be made available through this Agreement be booked by guests through your Channels or your B2B contractors on a retail website in a room-only or unbundled manner.

The tour operator will not, and will not permit any of your Channels or B2B contractors to;

1. make the Hotel guest rooms available to the end-user guest as an unpackaged, room-only product;
2. market the Hotel guest rooms as an unpackaged, room-only product on online (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;
3. make the Hotel guest rooms available through any GDS;

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4. disclose to the end-user guest the rate provided for the guest room;
5. make any false, misleading or deceptive claims that it offers specially discounted rates on the Hotel inventory, or advertise that it has the lowest price available, substantial discounts, online exclusive rates, exclusive savings, or comparable statements for the Hotel guest room inventory.
6. Except for B2B contractors, assigned rates in this Agreement may not be transferred or assigned to any company or organization. Payments due hereunder may also not be transferred or assigned under this Agreement.

**RATE VIOLATION:** Within 24 hours of identifying a rate violation or of being notified by Hotel of a rate violation; you shall immediately suspend further access to any rooms involved in the rate violation until it is resolved. The hotel may immediately suspend access to any rates at the time any rate violation is identified and the tour operator has been notified. If the rate violation remains unresolved after 2 days of notification, or is not resolved to the Hotel's satisfaction the Tour Operator must cease making the property and room information and/or room prices of Hotel available to all distribution Channels and B2B contractors. If the rate violation remains still unresolved after 4 days of 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 for contracted rooms or rates.


**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.

**DISCLOSURE:** The Tour Operator must, take commercially reasonable steps to ensure that all distribution Channels and 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.

### **CONDITIONS OF PAYMENT**

**BILLING PRIVILEGES:** BC Golf Guide is responsible for the payment of bedroom accommodation and applicable taxes as written on the front side of the contract. Direct billing is set up for BC Golf Guide and it is the expectation of the hotel that all stays are paid for 15 days after check-out.

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**INCIDENTAL CHARGES:** Guests do not have the privilege of charging incidentals to their room unless they leave a credit card imprint or a cash deposit at the front desk.

## HOTEL RESERVATIONS / CONTACT INFORMATION

Hotel Reservations contact: [info@copperpointresort.com](mailto:info@copperpointresort.com)

Accounting contact's name & email address: Tanya Whelan | [twhelan@copperpointresort.com](mailto:twhelan@copperpointresort.com)

## DISPUTE RESOLUTION

The parties will resolve any claim or dispute arising out of or relating to this Agreement through binding arbitration in English before one arbitrator with the place of arbitration, the governing law and the administrator of such arbitration as follows:

Region/Country of Hotel	Place of Arbitration	Governing Law	Administrator
Canada	Invermere	British Columbia	Rules of Arbitration of the International Chamber of Commerce or the Canadian Commercial Arbitration Centre

## TERMINATION:

1. Either party may terminate this Agreement at any time upon 30 days' written notice to the other party.
2. Hotel reserves the right to cancel any booking made in breach of the Agreement.
3. 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.

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4. 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.

**ACCEPTANCE:**

This contract is subject to the terms and conditions above. 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 September 9th, 2019, and the term of the Agreement is 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.

Copper Point Resort

**MATTHEW JOHNSON**  
Sales Coordinator

Client: BC golf guide.com inc

Signature: [Signature]

Title: D. of B. Development

Date: NOV. 15 / 19

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Thank you!