

2020/2021 F.I.T. ACCOMMODATION PARTICIPATION AGREEMENT

This Accommodation Participation Agreement ("Agreement") is effective as of Thursday, August 01, 2019 (the "Effective Date") for 2020/21 reservations by the Parties and sets forth the terms and conditions under which BELLSTAR HOTELS & RESORTS, (the "Rental Manager"), agrees to provide rates to BC Golf Guide (the "Wholesaler").

1. **PROPERTIES:** The Rental Manager (which operates as Bellstar Hotels & Resorts) shall provide accommodations at the Properties detailed on Schedule A to the Wholesaler and their clients.
2. **ROOMS or UNITS:** The Rental Manager shall provide rooms / units to the Wholesaler on an availability request basis.
3. **NET RATE TERMS:** The Rental Manager has provided rates as per Schedule B (A). The conditions applicable for any bookings made by the Wholesaler are provided on Schedule C. The rates on Schedule B are the discounted net rates applicable for bookings made by the Wholesaler on behalf of its guest and the Rental Manager may from time to time use promotional rates that are lower than the standard room rates.

Net rates are subject to the condition of "Marked-up" distribution which means that the accommodation rate provided by the Wholesaler must be sold to the end consumer with a mark-up to the Net rate that is equal to or above the Rental Manager's current "Best Available Rate" at time of reservation request. The Wholesaler agrees to take corrective action within 24 hours of receiving a rate parity notification from the Rental Manager, including but not limited to ensuring no further non-compliant reservations are made. These net rates are supplied with the understanding that they are to be used only in packaging with other services (ex. airfare, auto rental, ski lifts, etc) and not sold as accommodations alone directly to the public by Wholesaler. Wholesaler agrees to compensate Rental Manager the full room and tax for any booking sold to consumers at a rate less than the Rental Manager's "Best Available Rate" at time of booking.

The rates provided under this F.I.T. Net rate agreement must never be exposed to the consumer or general public including but not limited to electronic internet, online distribution systems, Global Distribution System (GDS), or affiliated agents or websites. Displaying or providing room rates directly (or indirectly through third parties) to the consumer at less than the Rental Manager's current "Best Available Rate" constitutes a violation of this F.I.T. Accommodation Participation Agreement and this agreement shall be immediately terminated by the Rental Manager without notice.

4. **TERM:** The term of this agreement will commence on the effective date and is valid until April 30<sup>th</sup>, 2021. This agreement must be returned in full, with all pages initialed before August 16, 2019 otherwise the agreement will be void.
5. **OPERATIONAL DETAILS**

- a) **RESERVATIONS:** The Rental Manager shall honour reservations that have been received by fax or email and confirmed back to the Wholesaler with a RESERVATION ID. See Schedule C for procedures.
- b) **CLIENT RENTAL TERMS AND ARRIVAL DOCUMENTS:** The Rental Manager will provide to the Wholesaler Clients our Rental Terms that must be signed and returned to our attention prior to arriving at the Accommodations in some cases. This can be provided to either the Wholesaler who will pass on to the client or by providing the Rental Manager with an email to contact the client at. If required Client Arrival Documents detailing property location and access code are to be sent out in the same format when payment has been received or 30 days prior to arrival for those Wholesalers requesting such. Copies of these

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documents are available on request to the Rental Manager. Client will be required to provide a valid credit card for an authorization of \$500.00 per Unit rental to be used as a guarantee towards incidentals and damage security.

**(c) DAMAGES:** The Rental Manager shall have the full authority to charge any guest or the Wholesaler Clients for any damages caused in any Room or Unit. Furthermore, the guests or Wholesaler Clients must comply with the Rental Terms at all times, or the Rental Manager reserves the right in its sole discretion to evict the guests from the room, unit and or property and recover a reasonable charge against the guest for breach of Rental Terms.

**(d) CANCELLATIONS:** The Wholesaler must notify the Rental Manager by fax or email of all cancelled reservations and will be confirmed cancelled by the Rental Manager with a CANCELLATION ID. Cancellation policies are outlined on Schedule D.

**(e) NO SHOWS:** All No Shows are non-refundable and payable in full.

**(f) GUEST RELOCATIONS:** The Rental Manager shall treat all guests equally on how it deals with clients regardless of the booking method.

**(g) PAYMENT:** See Schedule D for additional payment details.

**(h) TAXES:** The Wholesaler is required to pay to the Rental Manager all applicable taxes as detailed on Schedule C.

**(i) CURRENCY:** The prices and amounts noted herein are all in Canadian Dollars.

**6. LEGAL REQUIREMENTS**

**(a) INDEMNIFICATION:** The Wholesaler jointly and severally agrees to indemnify and hold harmless the Rental Manager, its officers and employees, and the Unit Owners from and against any and all liability for personal injury, financial loss or property damage sustained by any person (including all members or the Client's party and Guests) as a result of any cause, unless caused by an unlawful or fraudulent act of the Rental Manager. The Wholesaler acknowledges on behalf of its Clients that the Rental Manager and the Owner or their respective representatives may enter the property during reasonable hours to clean, inspect or make such repairs, improvements or alternatives thereto as the Rental Manager deems appropriate.

**(b) UNIT AVAILABILITY:** The Rental Manager cannot guarantee the availability of exact units. In the event that a reserved unit becomes unavailable, the Rental Manager will endeavour to move guests to a comparable room at no additional cost. In the event that no comparable unit is available, the Rental Manager will provide a full refund. In any event, should the Rental Manager not be able to deliver the accommodations, it will refund all monies and will have no further liability.

**(c) REPRESENTATION OF UNITS/PROPERTIES:** The Wholesaler acknowledges that the available amenities and services may differ slightly from room to room and are subject to change. The property descriptions contained within Schedule A are deemed reliable but not wholly accurate. The availability of amenities such as hot tubs, pools, fitness rooms, etc are subject to routine maintenance and may also be subject to operational schedules beyond the control of the Rental Manager. As the Units are individually owned and may cease to be available to the Rental Manager, the Rental Manager cannot guarantee the continuous availability of all Room/Unit types. The Wholesaler must confirm the availability of Room/Unit types, amenities and services at the property and in the Unit/Room at the time of booking. The Rental Manager will not provide any abatements or refunds resulting from a misunderstanding of the amenities and services available. The Wholesaler further acknowledges that some properties contained herein are self-catered with no dedicated front desk and the Wholesalers must ensure that their Clients receive all pre-arrival documentation required to check-in.

**(d) ASSIGNMENT OR SUBLET:** The Wholesaler shall not assign or sublet any accommodations in whole or part without express written permission of the Rental Manager.

**(e) FORCE MAJEURE:** The Rental Manager shall not be liable for damages relating to any delay or default in performing hereunder if such delay or default is caused by conditions not limited to Acts of God, wars, insurrections, Government restrictions (including the denial or cancellation of any export or occupancy

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certificates and licenses), and/or any other cause beyond the reasonable control of the Rental Manager including but not limited to properties that have changed ownership or units that are no longer under management.  
f) **CONFIDENTIALITY:** Without express written consent of the disclosing party, neither the Rental Manager nor the Wholesaler shall disclose or allow the disclosure to any third party, or use other than as specifically permitted in the agreement any confidential, proprietary or trade secret information.

**ACCEPTANCE**

I agree to the above policies and adjoining schedules (A, B, C, D & E) and conditions on behalf of:

WHOLESALE: BC GOLF GUIDE  
Address: #204 3731 Casorso Road  
City: Kelowna  
Province / State: BC  
Postal / Zip code:

Name: Danny Leitch  
Position: Director of Business Development  
T) 877 223 7226  
F)

Email: [danny@bcgolfguide.com](mailto:danny@bcgolfguide.com)

Signature \_\_\_\_\_  
Date: Aug 27/19

BELLSTAR HOTELS & RESORTS  
Suite 401 8989 Macleod Trail South  
Calgary, AB  
T2M 0M2, Canada

Kim Bryceand  
Regional Sales Manager  
Bellstar Hotels & Resorts  
t) 250-208-6277  
[kimb@bellstar.ca](mailto:kimb@bellstar.ca)

Wholesaler  
2020/21 Wholesaler FIT Agreement  
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SCHEDULE B - RATES (WHA)

WH - Wholesale A

2020 WHOLESALE A		2021	
May 1 - Jun 25	Jun 26 - Sep 5	Oct 12 - Dec 31	Jan 1 - Apr 30
165.00	267.00	145.00	267.00
206.00	317.00	180.00	317.00
337.00	477.00	337.00	477.00
145.00	187.00	145.00	187.00
165.00	217.00	165.00	217.00
175.00	237.00	175.00	237.00

CANMORE  
Solara Resort  
Grande Rockies  
2 Bedroom King or Queen  
with Sofabed  
2 Bedroom King or Queen  
with Sofabed  
3 Bedroom King or Queen  
with Sofabed  
Guest room 1 King or 2  
Doubles  
1 Bedroom Suite  
2 Bedroom Suite

2020 WHOLESALE A		2021 WHOLESALE A	
May 1 - Jun 25	Jun 26 - Sep 27	Oct 23 - Dec 31	Jan 1 - Feb 12
117.00	137.00	137.00	186.00
142.00	167.00	142.00	167.00
163.00	190.00	163.00	234.00
192.00	224.00	192.00	264.00
192.00	224.00	192.00	264.00
192.00	224.00	192.00	264.00
192.00	224.00	192.00	264.00
192.00	224.00	192.00	264.00

KICKING HORSE  
Glacier Mountaineer Lodge  
Hotel Room Queen  
Hotel Room King  
1 Bedroom Double or Queen  
with Sofabed  
1 Bedroom + Loft 2 Queens  
2 Bedroom Queens with Sofabed  
2 Bedroom (1 Bedroom + Hotel Room)

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2020 WHOLESAL A											
May 1 - Jun 26	Sep 27 - Dec 23	Jan 1 - Feb 11	Feb 12 - Apr 30	137.00	148.00	137.00	148.00	148.00	202.00	148.00	148.00
163.00	180.00	163.00	234.00	207.00	235.00	207.00	288.00	235.00	288.00	235.00	235.00
207.00	235.00	207.00	288.00	207.00	235.00	207.00	288.00	207.00	235.00	207.00	235.00
217.00	247.00	217.00	279.00	217.00	247.00	217.00	279.00	217.00	247.00	217.00	279.00
377.00	437.00	377.00	546.00	417.00	482.00	417.00	599.00	482.00	599.00	417.00	599.00

2020 WHOLESAL A											
May 1 - Jun 26	Sep 7 - Oct 12	Jan 1 - Apr 30	137.00	205.00	137.00	104.00	106.00	120.00	143.00	143.00	158.00
159.00	238.00	159.00	118.00	179.00	142.00	143.00	143.00	179.00	253.00	179.00	199.00
179.00	245.00	179.00	142.00	199.00	155.00	158.00	158.00	221.00	312.00	221.00	171.00

2020 WHOLESAL A											
May 1 - Jun 26	Sep 7 - Oct 12	Jan 1 - Apr 30	352.00	492.00	387.00	117.00	117.00	157.00	157.00	157.00	157.00
397.00	552.00	397.00	492.00	387.00	117.00	117.00	157.00	157.00	157.00	157.00	157.00

KICKING HORSE

Room Type

Palliser\*\*

\*\*Palliser CLOSED MAY

and OCT / NOV

Hotel Room King  
1 Bedroom Queen  
2 Bedroom Queens  
2 Bedroom (1 Bedroom + Hotel  
Room) No Hot Tub  
2 Bedroom with Hot Tub  
3 Bedroom Townhouse C  
(1233 sq ft) WP16, WP4  
3 Bedroom Townhouse D  
1718 sq ft) WP14

PARKSVILLE

Room Type

Beach Club

Room Type

KELOWNA

The Royal Kelowna

1 Bedroom King or Queen with  
Den  
2 Bedroom King/Queen with Den

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## SCHEDULE C – BOOKING POLICIES

### RATE POLICIES

- Rates are net, non-commissionable, quoted in Canadian Currency.
- Rates do not include Municipal or Provincial Sales Tax and Goods and Services Tax. Current tax rates are:
  - For all KHMIR bookings – 8% room tax (PST) and 5% GST and 2% marketing fee apply. Plus \$10 per night + GST + PST
  - HSEF (Hotel Services Environmental Fee).
  - For all Beach Club Resort bookings – 8% room tax (PST) and 5% GST & 2% marketing fee apply. Plus \$15 per night + GST + PST
  - For all Beach Club Resort bookings – 8% room tax (PST) and 5% GST and 3% marketing fee apply. Plus \$15 per night + GST + PST
  - For all Royal Kelowna bookings – 8% room tax (PST) and 5% GST and 3% marketing fee apply. Plus \$15 per night + GST + PST
  - For all Canmore bookings – 4% Alberta Hotel Tax and 5% GST and 3.27% marketing fee apply. Plus \$15 per night + GST + HSEF (Hotel Services Environmental Fee).
  - Although Bellstar does not recognize marketing fee tax currently in all our properties, we reserve the right to add this without prior notice at any time.
  - Tax rates are subject to change without notice. The Wholesaler is responsible for all applicable tax charges.
- The Hotel Services and Environmental Fee (HSEF) is part of Bellstar's Stay Well program. We hope to inspire guests to become active and truly experience our destinations and at the same time give back to the environment by offering a wide variety of activities and services, including unlimited access to the paperless newsstand Pressreader, outdoor programming, and a variety of seasonal gear to enable all guests to get out and enjoy the area.
- All room types are based on double occupancy. Each additional person, over 16 years of age (17 and over), is \$30.00 per night plus applicable tax for all properties.
- Rates are based on space and rate availability at time of request.
- Rates are supplied with the expectation they will be used in packaging with other services or "marked up" to at least the promotional rates direct to guests that will/can be equal to or lesser than the net rates supplied to the wholesaler without notification to the wholesaler.

### MINIMUM NIGHT REQUIREMENTS (2020/2021)

Long weekends recognized in Alberta and British Columbia  
 Family Day, Easter, Victoria Day, Canada Day, Heritage Day, Labour Day, Thanksgiving Day, 2 night minimum stay over the weekend  
 itself (Friday & Saturday night stays) (all properties except private homes).

2020	2021
January 1	January 1
February 14/15	February 12/13
April 10/11	April 2/3
May 15/16	May 14/15
July 1	July 1
July 31/Aug 1	July 31/August 1
September 4/5	September 3/4
October 9/10	October 8/9
November 11	November 11/12/13

July 1-September 30, 2020: FRIDAY & SATURDAY nights only minimum 2-night stay required.

December 25, 2020-December 31, 2020: 3-night minimum stay (all properties except private homes)  
 All Private Homes (Whispering Pines & Aspens) are a 5 night minimum from December 26, 2020 – December 31, 2020.

Minimums are based on dates of stay rather than arrival date. For example, should any date within December 26, 2020 – December 31st, 2020 (inclusive) be required, the 5 night minimum will apply.

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# **BOOKING PROCEDURES**

All reservations must be made by email. Reservations will be confirmed via email with a booking reference number.  
Group bookings of 7 or more units will be contracted separately and may be subject to special rate and commitment policies depending on group size and space availability.

## **CANCELLATION POLICY**

- Dec 1st - Dec 24th (7 Days prior to arrival) (Room & tax for entire stay)
- Dec 25th - Dec 31st (45 Days prior to arrival) (Room & tax for entire stay)
- Jan 1st - Nov 30th (7 Days prior to arrival) (Room & tax for entire stay)

## **WINTER LONG STAY SPECIAL**

1. Pay for 6 or more nights and receive 1 additional night free (All locations).
2. Pay for 10 or more nights and receive 2 additional nights free (All locations).

Valid December 1 – April 15, excluding December 26, 2020 – December 31, 2020. The Resort Manager will not credit reservations with the Long Stay special unless requested and authorized at time of booking. Must be advertised as a Long Stay offer in all client accessed information; including but not limited to website, brochure and all media publications. 100% of the saving must be passed to the consumer. Should the reservation cross into two or more rate seasons, free nights will be awarded on lowest room rate. Not valid with any other offer.

## **EARLY BIRD WINTER BOOKING SPECIALS**

When booking prior to November 15, 2019/20 for reservations arriving between January 1<sup>st</sup>, 2020/21 to April 30<sup>th</sup>, 2020/21

Pay for 5 or more nights and receive 2 additional nights free (All locations).

Valid January 1 – April 30. Reservations must be received and confirmed by the Rental Manager prior to November 15<sup>th</sup>, 2019/20. The Resort Manager will not credit reservations with the Early Bird special unless requested and authorized at time of booking. Must be advertised as an Early Bird offer in all client accessed information; including but not limited to website, brochure and all media publications. 100% of the saving must be passed to the consumer. Should the reservation cross into two or more rate seasons, free nights will be awarded on lowest room rate. Not valid with any other offer.



To check resort availability please visit [www.bellstar.ca](http://www.bellstar.ca), where a mock booking can be made to review availability for your desired resort and room type.

To make a reservation the following must be provided:

1. Advise type of room required.
2. Advise specific arrival and departure dates, as well as the total number of nights of stay and flight schedule is applicable
3. State full name (surname followed by first name) of all guests and ages of any children occupying rooms
4. Special requests, such as pet friendly unit
5. Net rate quoted to guest and any of the above mention specials you are including in the rate

*All reservations must be requested in writing and sent to Guest Services at the properties specifically*

Canmore	403 609 3600 (option 1) stay@solaresort.ca	Kicking Horse	Glacier Mountaineer Lodge, Palliser Lodge, Aspens & Private homes: 250 439 1160 (option 1) stay@kickinghorselodging.com	Kelowna	The Royal Kelowna 250 860 1033 (option 1) stay@theroyalkelowna.com
Canmore	Grande Rockies Resort 403 678 8880 (option 0) stay@granderoxies.com	Vancouver Island, Parksville BC	Beach Club Resort 250 248 8999 (option 1) stay@beachclubresort.ca		

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SCHEDULE D – CANCELLATION & PAYMENT POLICIES (FIT)

Dates	Payment	Cancellation
May 1, 2019 to December 24, 2020	Full payment is due 30 days prior to arrival	100% non-refundable within 7 days prior to arrival
December 25 to 31, 2020	Full payment is due 45 days prior to arrival	100% non-refundable within 45 days prior to arrival
January 1, 2021 to April 30, 2021	Full payment is due 30 days prior to arrival	100% non-refundable within 7 days prior to arrival

If payment is not received with the required lead time noted herein then the booking may be cancelled at the exclusive option of the Rental Manager. Should the guest arrive at the property for check in without payment in place by the Wholesaler, full payment will be required directly from the Wholesaler's clients at their time of check in (at full rack rate, non-commissionable).

For Christmas Holiday cancellations: 45 days prior to arrival for full refund. Penalties apply for cancellations within 45 days of arrival.

2020: Friday, November 10<sup>th</sup>, 2020

Payments must reference guest name, dates of stay, and our reservation ID.

All cheques are to be made payable to the property (other than Kicking Horse properties) you have made your reservations at and sent to the property themselves.

<b>Solara Resort &amp; Spa</b> 187 Kananaskis Way Canmore, AB T1W 0A3 Fax: (403) 609-3455 www.solararesort.ca stay@solararesort.ca	<b>Kicking Horse Resort</b> P.O. Box 2310 Kicking Horse, BC V0A 1H0 Fax: (250) 439-1184 www.kickinghorselodging.com stay@kickinghorselodging.com	<b>** All Kicking Horse resort payments are to be made to Bellstar Hotels &amp; Resorts</b>	<b>The Royal Kelowna</b> 1288 Water Street, Kelowna, BC, V1Y 9P4 www.theroyalkelowna.com stay@theroyalkelowna.com
<b>Grande Rockies Resort</b> 901 Mountain Street Canmore, AB T1W 0C9 Fax: (403) 678-6022 www.granderockies.com stay@granderockies.com	<b>Beach Club Resort</b> 181 Beachside Drive Parksville, BC V9P 2H5 Fax: (250) 248-8988 www.beachclubbc.com stay@beachclubresort.ca		

\*\*\*ALL CANCELLATIONS MUST BE MADE IN WRITING\*\*\*

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**SCHEDULE E – PROPERTY POLICIES**

A detailed list of Property Policies is included in the Guest Rental Terms that are required to be executed by each guest and are posted in each Unit. The Wholesaler is required to communicate these policies to their clients as required. While not an exhaustive list, some of the notable policies and procedures that the Wholesaler should make their clients aware of at the time of booking include:

The minimum booking age is 18 years of age with a valid credit card. All minors under 18 years of age must be accompanied by an adult (someone 25 years or older) for all private home rentals.

The Rental Manager does not provide a 24x7 dedicated front desk at all properties including self-catered properties. All guests booked in a self-catering property will be sent pre-arrival documentation prior to their arrival with instructions on how to access their Unit. Guests that make bookings within 72 hours of arrival should contact the Rental Manager to confirm that they have received all pre-arrival documentation to ensure a smooth check-in process.

Check in time: 4:00pm  
Check out time: 11:00am

If the guest requires a late check-out, it must be pre-arranged with the Rental Manager and an additional non-commissionable charge may apply.

**Housekeeping**

(Solara, Grande Rockies, Beach Club, The Royal Kelowna)

The above rates do not include daily housekeeping services. Bellstar Resorts feature Vacation Rental housekeeping which includes a daily light refresh:

- ✓ Beds made
- ✓ Bath towels refreshed
- ✓ Waste bins emptied

(Kicking Horse, Solara, Grande Rockies, Beach Club, The Royal Kelowna)

All properties on the 4<sup>th</sup> day of every stay and on check-out we provide a full clean including but not limited to bathrooms and floors. As we strive to ensure the earliest check in as possible you may encounter clean dishes or utensils in your dishwasher.

No smoking is permitted in or around the Units at any time. A minimum \$500 fee will be assessed to the guest in the event that smoking odor is found in the Unit.

We have a select number of units deemed as "pet friendly" at Solara Resort only. These units must be specifically requested when making the reservation. A non-commissionable fee of \$30 per day per pet to a maximum of \$125 applies to all pet friendly bookings. Dog and cats under 40lbs are welcome. A minimum \$500 fee will be assessed to the guest in the event that a pet is found in the Unit without notification at the time of reservation, or in a non-pet friendly unit.

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