

# THE WESTIN

## BEAR MOUNTAIN

### GOLF RESORT & SPA

#### VICTORIA

### F.I.T. YIELDABLE AGREEMENT

<b>COMPANY NAME:</b> BC Golf Guide Inc.	<b>HOTEL NAME:</b> The Westin Bear Mountain Golf Resort and Spa, Victoria
<b>ADDRESS:</b> Danny Leitch #204-3731 Casorso Road Kelowna, BC V1W 5E9	<b>HOTEL CONTACT:</b> Kristina Alexander 1999 Country Club Way Victoria, BC V9B 6R3
Phone: 1-877-223-7226	Hotel Fax: 250-391-3773
Fax: 250-800-0912	Hotel Phone: 250-391-7160
	Sales Fax: 250-391-3792      Sales Phone: 250-391-7183
<b>EFFECTIVE DATES OF AGREEMENT: January 1, 2021 – December 31, 2021</b>	

The following yieldable net wholesale rates are offered to you for the period of January 1, 2020 – December 31, 2021 ("Yieldable Net Rates").

For arrival during period from January 1<sup>st</sup>, 2021 to December 31<sup>st</sup>, 2021

Room Categories:	Date From (inclusive)	Date To (Inclusive)	Yieldable Net Rates (per room) Double Occupancy
Traditional Guestroom Resort View (Queen, Queen)	01-01-2021	04-30-2021	\$185.00
One Bedroom Suite Resort View (King)	01-01-2021	04-30-2021	\$235.00
Traditional Guestroom Resort View (Queen, Queen)	05-01-2021	06-30-2021	\$225.00
One Bedroom Suite Resort View (King)	05-01-2021	06-30-2021	\$275.00
Traditional Guestroom Resort View (Queen, Queen)	07-01-2021	09-30-2021	\$285.00
One Bedroom Suite Resort View (King)	07-01-2021	09-30-2021	\$335.00
Traditional Guestroom Resort View (Queen, Queen)	10-01-2021	12-31-2021	\$185.00
One Bedroom Suite Resort View (King)	10-01-2021	12-31-2021	\$235.00

#### Blackout Dates

Blackout Dates	Reason for Blackout
April 30 <sup>th</sup> , 2021 – May 8 <sup>th</sup> , 2021	Large Booking
May 21 <sup>st</sup> , 2021 – May 24 <sup>th</sup> , 2021	Victoria Holiday Weekend
July 1 <sup>st</sup> , 2021	Canada Day
July 30 <sup>th</sup> , 2021 – August 2 <sup>nd</sup> , 2021	BC Day Holiday Weekend
September 3 <sup>rd</sup> , 2021 – September 6 <sup>th</sup> , 2021	Labour Day Holiday Weekend
September 10 <sup>th</sup> , 2021 – September 12 <sup>th</sup> , 2021	Large booking
December 31 <sup>st</sup> , 2021	New Year's Eve

#### FREE SELL:

You and your B2B contractors may book rooms until such time as 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 (ex. fax/email, reservation portal).

All rooms must be sold and reported to Hotel daily on the day of sale by a mutually agreed transmission method by you (ex. fax/email, reservation portal).

#### 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: Provincial 8%, GST 5%, City 2%, DMF 1%, 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 or any other benefit in conjunction with Marriott's loyalty program for reservations and bookings made through your service.

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#### RESERVATIONS:

- For reservations, you must email requests daily on the day of sale of the reservation to [reservations@westinbearmountain.com](mailto:reservations@westinbearmountain.com). For inquiries, please feel free to contact Reservations at 250-391-7160. Rooms are based on availability at FIT rate category.
- FIT Reservations (nine rooms or less).

#### INCIDENTAL AND ADDITIONAL CHARGES:

- Children Policy:** No charge for children under 18 when occupying same room as adult(s) and using existing beds in rooms.
- Extra Adult Person Charge:** Rates are for single/double occupancy only. Each additional adult will be charged \$30 (plus applicable taxes) per day, with a maximum of 4 adults per room.
- Rollaway Beds:** Hotel provides rollaway beds at a cost of \$0 (plus tax) per day.
- Parking:** Parking fee of \$25.00 per room, per vehicle, per day, plus applicable taxes. Valet Parking is available for \$30.00 per room, per vehicle, per day, plus applicable taxes.
- Porterage (Inclusive):** Hotel will provide Porterage service for a fee of \$10.00 round-trip, per person inclusive of tax & gratuity.

← \* WE will  
include THE  
25.00 DAILY PARKING  
Fee on our  
Account (X)

**CHECK-IN AND CHECK OUT TIME:** Check-in time is 4:00PM check-out time is 11:00AM. All guests arriving before 4:00PM 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 cancelled up to 48 hours prior to arrival via a mutually agreed documented method. If cancellation occurs within 48 hours 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:** Regardless of early departure of a particular reservation, all originally booked room nights (whether or not consumed) of such reservation and applicable taxes will be billed to you.

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 January 26<sup>th</sup>, 2021, 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 AND AGREED TO:

BC Golf Guide Inc.

By

Danny Leitch

Director of Business Development

Date

Jan 20, 2021

The Westin Bear Mountain Golf Resort & Spa Ltd.

By

Kristina Alexander, WPICC, DWC  
Sales & Events Manager

Date

By

Date

(X)

## 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 (ex. 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
- Make Marriott guest rooms available through any GDS
- Disclose to the end-user guest the rate at which Marriott provided you the guest room for booking by the guest

e. 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.

f. 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 any of the requirements set forth herein or is 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 Marriott Look No Further® or Marriott Best Rate Guarantee 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 Marriott Look No Further® or Marriott Best Rate Guarantee 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 (ex. 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.