

2021-2022 STATIC RATE WHOLESALE FIT AGREEMENT

BETWEEN

Fairmont Tremblant, ("Hotel") having a primary place of business at:
3045 Chemin de la Chapelle,
Mont-Tremblant, Quebec,
J8E 1E1, Canada.

AND

BC Golf Guide.com Inc
1524 Woodridge Rd
Kelowna, Bc
V1W 3B4
t: 519-800-3701 (Office)
w: <https://www.bcgolfguide.com/>

This Static Rate Wholesale Agreement (the "**Agreement**") is entered into by and between **BC Golf Guide.com Inc** and Chateau M.T. Inc. (hereafter "**Fairmont Tremblant**"). For ease of reference, Fairmont Tremblant will be referred to as the "**Hotel**"; **BC Golf Guide.com Inc** shall be referred to as the "**Travel Company**". 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").

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) individuals or less. Groups of more than ten (10) individuals must be covered under a Tour Static Rate Wholesale Agreement. 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.

"**Travel Package**" means a combination of a Room with at least one other travel-related component with a common or closely related commencement date consumed by a single guest or multiple guests and 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 2021. New Rates will be provided in writing as an amendment to the Agreement at the beginning of each calendar 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. Porterage/Meal 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 dollars**.

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, (x) immediately terminate this Agreement; (y) request that Travel Company immediately and temporarily cease distribution of Rooms via that Distribution Partner until the violation is remedied or (z) 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.

V. ROOMS

1. The allotment attached here in "Schedule A" (the "**Allotment**"), confirm the number of Rooms made available, Room categories assigned along with applicable release dates and effective dates.
2. Reservations for any Rooms over and above the original allotment at the Rates set forth herein are to be arranged with a written request to the Hotel's reservations department. Hotel will honor such requests subject to availability.

VI. BOOKINGS, CANCELLATIONS AND AMENDMENTS

- A. Reservations may be made, as applicable, 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 Tremblant Reservation Phone:

(819) 681-7614

Fairmont Tremblant Reservation Email :

tremblant.reservations@fairmont.com

- B. 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.

- C. 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.

- D. 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 honour 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.

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. Billing privileges **can be extended** by the Hotel on approved credit

Payments can be made by cheque in Canadian funds, credit card, or direct transfer to the Hotel's account at:

Bank Name: Caisse Populaire Desjardins, Mont Tremblant

Credit to: Domestic transfers 815-30113-81639-7

International transfers CCDQCAMM 815-30113-81639-7

Please notify the Hotel with direct transfer confirmations by fax (819) 681-7120 or by email at:
cmt.accountsreceivable@fairmont.com

Travel Company agrees to pay all invoice statements upon receipt. Accounts not paid within 30 days of the date of the invoice will be charged interest in the amount of 1.5 % per month (19.6% per annum), and billing privileges will be suspended by each Fairmont branded property.

- D. All payments, whether pre-payments or direct bills, shall be made in Canadian dollars. Any payments received in foreign currency will be converted to Canadian dollars based on the current hotel's rate of exchange at the time of receipt by the Hotel.

IX. INCIDENTAL CHARGES

It is the Hotel policy that guests be 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 \$100.00 per night, based on the length of the guest's reservation (i.e. for a 2 night reservation, the front office will pre-authorize \$200.00 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 Indemnities**") 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 30 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 Agreement becomes impossible to perform by either party due to acts of God, war, disaster, strikes, civil disorder, curtailment of transportation facilities, or other emergencies making it illegal or impossible to provide the rooms, the Party affected shall notify the other Party immediately and the non-performing Party shall be excused from any further performance of its obligations (other than non-payment of monies) for the duration of such event provided that the reason for said termination is in effect in the location of the Hotel or the immediate surrounding area.

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 Montreal, Quebec, and shall be governed by and constructed in accordance with the Province of 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 Province of Quebec. Any legal action in connection with this Agreement shall be brought and maintained only in Montreal, Quebec. 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 Eric Sturchler 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 within 30 days of issue. After the Travel Company has had an opportunity to review and approve this Agreement, please sign and return the additional enclosed copy directly to:

Marie-Eve Bergeron
Regional Sales Manager, Leisure Sales, Eastern Canada
3045 Chemin de la Chapelle
Mont-Tremblant, Quebec, Canada
J8E 1E1
Tel: 418-691-2131
Marie-eve.bergeron@fairmont.com

Sincerely,

On behalf of Fairmont Tremblant:

Marie-Eve Bergeron
Regional Sales Manager, Leisure Sales, Eastern Canada

Date: _____

On behalf of **BC Golf Guide.com Inc.**

Name:

Title:

Signature:

Date:

Danny Lisset
D. OF B. DEVELOPMENT
D. Lisset
JAN 28, 2021

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



Hotel: **FAIRMONT TREMBLANT** RD number: **A565**
Address: **3045 Chemin de la Chapelle, Mont-Tremblant, Qc**
Country: **Canada** Contact Reservation: **Genevieve Robitseau**
Tel: **819-681-7000** Email: **tremblant@fairmont.com** Tel Reservation: **819-681-7614**
Fax: **819-681-7099** Hotel website: **http://www.fairmont.com/mont-tremblant** Email Reservation: **Tremblant.reservations**

SEASONALITY

LOW SEASON	MEDIUM SEASON	HIGH SEASON	FAIR DATES	BANK HOLIDAYS
From: 2021-04-01 to: 2021-07-26 2021-08-02 to: 2021-12-22	From: 2021-07-27 to: 2021-09-01 2022-01-03 to: 2022-01-31	From: 2022-02-01 to: 2022-02-17 2022-02-27 to: 2022-03-31	From: 2022-02-18 to: 2022-02-26	From: 2021-12-23 to: 2022-01-02

ROOM RATES

Week days are: **Sunday to Thursday**
Weekend days are: **Friday & Saturday**

Black out dates are: **June 25-26-27-28th 2021 / August 20-21-22th 2021 / December 11th 2021**

			LOW SEASON		MEDIUM SEASON		HIGH SEASON		FAIRS		BANK HOLIDAY	
			WEEK DAYS	WEEKEND DAYS	WEEK DAYS	WEEKEND DAYS	WEEK DAYS	WEEKEND DAYS	ALL DAYS	ALL DAYS	ALL DAYS	ALL DAYS
Minimum Stay (in number of nights)			8	8	8	8	15	15	15	30		
Release period (in number of days)			8	8	8	8	15	15	15	30		
D2CZ-Fairmont Double / Double NS			Allotment									
Room details : View			Single / Double OCC	NET RATE	202	307	211	311	252	378	590	738
			Triple OCC	NET RATE	232	337	241	341	282	408	620	768
Meal Plan: Room only			Quadruple OCC	NET RATE	262	367	271	371	312	438	650	798
SNS-Fairmont 2 Queen Beds Non Smo			Allotment									
Room details : View			Single / Double OCC	NET RATE	232	347	241	351	287	428	670	828
			Triple OCC	NET RATE	262	377	271	381	317	458	700	858
Meal Plan: Room only			Quadruple OCC	NET RATE	292	407	301	411	347	488	730	888
KGCZ-Fairmont King Non Smoking			Allotment									
Room details : View			Single / Double OCC	NET RATE	232	347	241	351	287	428	670	828
			Triple OCC	NET RATE	262	377	271	381	317	458	700	858
Meal Plan: Room only			Quadruple OCC	NET RATE	292	407	301	411	347	488	730	888
DBAC-Fairmont View Room Queen NS			Allotment									
Room details : View			Single / Double OCC	NET RATE	232	347	241	351	287	428	670	828
			Triple OCC	NET RATE	262	377	271	381	317	458	700	858
Meal Plan: Room only			Quadruple OCC	NET RATE	292	407	301	411	347	488	730	888
KGBZ-Fairmont View Room King NS			Allotment									
Room type marketing name/view			Single / Double OCC	NET RATE	262	377	271	381	317	458	690	848
			Triple OCC	NET RATE	292	407	301	411	347	488	720	878
Meal Plan: Room only			Quadruple OCC	NET RATE	322	437	331	441	377	518	750	908
BDNS-Deluxe 2 Queen Beds Non Smok			Allotment									
Room type marketing name/view			Single / Double OCC	NET RATE	282	397	291	401	337	478	720	878
			Triple OCC	NET RATE	312	427	321	431	367	508	750	908
Meal Plan: Room only			Quadruple OCC	NET RATE	342	457	351	461	397	538	780	938
KGAZ-Deluxe King Non Smoking			Allotment									
Room type marketing name/view			Single / Double OCC	NET RATE	282	397	291	401	337	478	720	878
			Triple OCC	NET RATE	312	427	321	431	367	508	750	908
Meal Plan: Room only			Quadruple OCC	NET RATE	342	457	351	461	397	538	780	938
SLB-Junior Suite King NS			Allotment									
Room type marketing name/view			Single / Double OCC	NET RATE	302	417	321	421	352	496	730	888
			Triple OCC	NET RATE	332	447	351	451	382	528	760	918
Meal Plan: Room only			Quadruple OCC	NET RATE	362	477	381	481	422	558	790	948
SRA-One bedroom Queen Suite			Allotment									
Room type marketing name/view			Single / Double OCC	NET RATE	322	437	331	441	367	523	750	908
			Triple OCC	NET RATE	352	467	361	471	417	553	780	938
Meal Plan: Room only			Quadruple OCC	NET RATE	382	497	391	501	447	583	810	968
SQB-Condo One Bedroom Queen NS			Allotment									
Room type marketing name/view			Single / Double OCC	NET RATE	352	477	361	481	427	578	830	988
			Triple OCC	NET RATE	382	507	391	511	457	608	860	1018
Meal Plan: Room only			Quadruple OCC	NET RATE	412	537	421	541	487	638	890	1048

*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

Room Tax %	Local Tax %
5% GST 9.975% QST	3.5% (TRA)

CURRENCY: **CAD**
PAYMENT: **VOUCHER**
TAXES (VAT): **Not Included**
Amount: **14.98%**
/pax/night

Meal Rates

Breakfast Not Included	Service 18%	TRA 3%	GST 5%	PST 9.975%	Total
30.00 \$	5.40 \$	1.06 \$	1.82 \$	3.64 \$	41.92 \$

Meal rates are net, non-commissionable and are subject to 18% service charge for handling, set-up and administration fee, 3% Resort Tax, 5.0% Goods & Service Tax and 9.975% Provincial Tax. Rates and menus are subject to change without prior notice.

Complimentary meals and gratuities will be offered to children 5 years old and under.
Children between the age of 6 and 12 years old get 50% off on food.

*For the avoidance of doubt, the rates offered in this Agreement are not APPLICABLE for sale on Hotel only (non-packaged) basis via online consumer channels including, but not limited to, the distributor's own, affiliate, partner or onward distributor's websites. It is the contracted distributor's responsibility to enforce this clause.
Rates and Offers used in this Agreement are static ones, therefore they cannot be compared to dynamic ones from www.Accorhotels.com
Upon acceptance, please return a signed copy to us within 30 days of the issue date of this contract. If not, the contract will be considered void.
In agreement with Accor General Sales Conditions

On behalf of: **Fairmont Tremblant**
SAM Name: **Vincent Leblanc**
Signature: **Vincent Leblanc**
Date: **2021-04-01**
Title: **Director of Sales & Marketing**

Received and accepted on behalf of:
Client Name: **Marie-France Pelland**
Signature: **Marie-France Pelland**
Date: **2021-04-01**
Title: **Sales Coordinator**

Client initials **DF** Date **2021-04-01** Page 5

Sent: January 13, 2021
Signature due:
Direct billing to be approved

Fairmont Tremblant
BC Golf Guide.com Inc
SCHEDULE A -

STOP SELL CONTACT:

DANIEL BEGONIGUE

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

Room Tax (%)	Local Tax (%)
5% GST 9.975% QST	3.5% (AVT)

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

All requests for meals should be made in writing to our Reservations Office and must be indicated on the voucher in order to bill the master account. Email: Tremblant.reservations@fairmont.com

BLACK-OUT DATES:

All room types: IronMan Tremblant: June 25-26-27-28th, 2021 / August 20-21-22nd, 2021
24h Tremblant: December 11th, 2021
*Possibility to add blackout dates with a 48 hours' notice.

PORTERAGE: Porterage charges are established at \$8.00 round trip, per room, taxes included. Mandatory for arrival by coach or minivan

ADDITIONAL HOTEL INFORMATION

ROOMS

Single, double, and triple occupancy rooms are subject to restrictions and based on availability. The Hotel appreciates your submission of bed-type requests. Every effort will be made to accommodate these requests, based on availability.

PHOTOGRAPHS AND LOGOS

In order to aid you with the publication of our property we have communication tools, such as photographs and logos available for your use at: <http://frhi.iceportal.com>.

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). A 50% discount on meals will apply to children between the age of 6 and 12 years old. Complimentary meals and gratuities will be offered to children 5 years old and under.

CHECK-IN / CHECK-OUT Check-in: 4:00 p.m. Check-out: 12:00 p.m.

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.

CANCELLATION POLICY

- Year round except holiday season & Fair Season (April 1st to Dec 22, 2020 / Jan 4 to March 31, 2021)

8 days or more prior to arrival	No penalty
Within 7 days prior to arrival	100% of scheduled stay
- Holiday Season (Dec 23, 2020 to Jan 03, 2021)

30 days or more prior to arrival	No penalty
Within 30 days prior to arrival	100% of scheduled stay
- Fair Season (Feb 12 to Feb 20, 2021)

15 days or more prior to arrival	No penalty
Within 15 days prior to arrival	100% of scheduled stay
- No Show reservations
Condition: 100% of the full cost of the scheduled stay.

Cancellation must be sent in writing to the Hotel's reservations office at:
Hotel Reservation Fax/E-mail: cmt.reservations@fairmont.com

SCHEDULE B
Trademark Protection

- (A) **Generally.** Travel Company acknowledges that (1) 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 variations of the Marks, or any variation 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 licensor's 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, URL's, 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.
- (H) **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	Ask	Fireball
Yahoo	AltaVista	AOL	Freenet
Bing	Excite	Entireweb	Web.de
Baidu	Lycos	Voila	Guruji

- (I) 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.