



## SUMMER 2021 F.I.T. YIELDABLE AGREEMENT

<b>COMPANY NAME:</b>  <b>Bcgolfguide.com</b> (references to "you" throughout the Agreement refer to company listed directly above)	<b>HOTEL NAME:</b>  <b>THE WESTIN RESORT &amp; SPA, WHISTLER</b>
<b>ADDRESS:</b>  <b>#304 - 1967 UNDERHILL STREET</b> <b>KELOWNA, BC</b> <b>V1X 8C9, CANADA</b>	<b>HOTEL CONTACT:</b>  <b>4090 WHISTLER WAY</b> <b>WHISTLER, BC</b> <b>V8E 1J3, CANADA</b>
<b>Phone:</b> 1-877-223-7226 <b>Direct:</b> 250-764-0700	<b>Hotel Phone:</b> 604-905-5000 <b>Sales Phone:</b> 604-935-4325
<b>Fax:</b>	<b>Sales Fax:</b> 604-935-5589

The following yieldable net wholesale rates are offered to you for the period of **May 1, 2021 – November 18, 2021** ("Yieldable Net Rates").

### GUEST ROOM RATES:

DELUXE STUDIO SUITE						
<b>ROOM DESCRIPTION</b> <ul style="list-style-type: none"> <li>Average room size 400 sq ft (37 sq m) accommodating <b>4 person maximum</b></li> <li>An open concept design features a full kitchen with granite counter tops, LCD flat screen TV, gas fireplace in the living area, soaker tub and shower in the bathroom</li> <li><b>STANDARD BEDDING CONFIGURATION*</b>: One (1) King or Queen 'Heavenly bed' and one (1) queen-size sofa bed</li> <li><b>PREMIUM BEDDING CONFIGURATION**</b>: Two (2) Queen 'Heavenly beds'</li> </ul>						
	STANDARD BEDDING*		MOUNTAIN VIEW (WITH STANDARD BEDDING*)		PREMIUM BEDDING**	
SEASON	Midweek (SU-TH)	Weekend (FR-SA)	Midweek (SU-TH)	Weekend (FR-SA)	Midweek (SU-TH)	Weekend (FR-SA)
May 1, 2021 – June 24, 2021	\$175.00	\$186.00	\$215.00	\$226.00	\$235.00	\$246.00
June 25, 2021 – August 19, 2021	\$197.00	\$251.00	\$237.00	\$291.00	\$257.00	\$311.00
August 20, 2021 – September 18, 2021	\$175.00	\$240.00	\$215.00	\$280.00	\$235.00	\$300.00
September 19, 2021 – November 18, 2021	\$175.00	\$186.00	\$215.00	\$226.00	\$235.00	\$246.00

Initials:  Date:

ONE BEDROOM SUITE				
<b>ROOM DESCRIPTION</b> <ul style="list-style-type: none"> <li>Average room size 550 sq ft (50 sq m) accommodating <b>4 person maximum</b></li> <li>Features a separate bedroom and living room, full kitchen with granite counter tops, dining area for four, two (2) LCD flat screen TVs and a gas fireplace in the living room. All suites have deep soaker tubs and separate glass shower</li> <li><b>BEDDING CONFIGURATION*</b>: One (1) Queen 'Heavenly bed' and one (1) queen-size sofa bed</li> </ul>				
	REGULAR VIEW		MOUNTAIN VIEW	
SEASON	Midweek (SU-TH)	Weekend (FR-SA)	Midweek (SU-TH)	Weekend (FR-SA)
May 1, 2021 – June 24, 2021	\$255.00	\$266.00	\$305.00	\$316.00
June 25, 2021 – August 19, 2021	\$277.00	\$331.00	\$327.00	\$381.00
August 20, 2021 – September 18, 2021	\$255.00	\$320.00	\$305.00	\$370.00
September 19, 2021 – November 18, 2021	\$255.00	\$266.00	\$305.00	\$316.00

TWO BEDROOM DELUXE SUITE						
<b>ROOM DESCRIPTION</b> <ul style="list-style-type: none"> <li>Average room size 950 sq ft (87 sq m) accommodating <b>8 person maximum</b></li> <li>The Deluxe Two Bedroom suite is comprised of a <b>Deluxe Studio Suite</b> with an interior connecting door to a <b>One Bedroom Suite</b></li> <li>Featuring two (2) fireplaces, three (3) LCD flat screen TVs, two (2) full bathrooms and two (2) complete kitchens with granite counter tops. Ideal for families wanting the comfort of home with plenty of space and bedding options</li> <li><b>STANDARD BEDDING CONFIGURATION*</b>: <ul style="list-style-type: none"> <li>1<sup>st</sup> Bedroom (Deluxe Studio Suite) – One (1) King 'Heavenly bed' &amp; one (1) queen-sized sofa bed</li> <li>2<sup>nd</sup> Bedroom (One Bedroom Suite) – One (1) Queen 'Heavenly bed'</li> <li>Living Room (One Bedroom Suite) – One (1) x Queen-sized sofa bed</li> </ul> </li> <li><b>PREMIUM BEDDING CONFIGURATION**</b>: <ul style="list-style-type: none"> <li>1<sup>st</sup> Bedroom (Deluxe Studio Suite) – Two (2) Queen 'Heavenly beds'</li> <li>2<sup>nd</sup> Bedroom (One Bedroom Suite) – One (1) Queen 'Heavenly bed'</li> <li>Living Room (One Bedroom Suite) – One (1) x Queen-sized sofa bed</li> </ul> </li> </ul>						
	STANDARD BEDDING*		MOUNTAIN VIEW (WITH STANDARD BEDDING*)		PREMIUM BEDDING**	
SEASON	Midweek (SU-TH)	Weekend (FR-SA)	Midweek (SU-TH)	Weekend (FR-SA)	Midweek (SU-TH)	Weekend (FR-SA)
May 1, 2021 – June 24, 2021	\$480.00	\$502.00	\$570.00	\$592.00	\$540.00	\$562.00
June 25, 2021 – August 19, 2021	\$524.00	\$632.00	\$614.00	\$722.00	\$584.00	\$692.00
August 20, 2021 – September 18, 2021	\$480.00	\$610.00	\$570.00	\$700.00	\$540.00	\$670.00
September 19, 2021 – November 18, 2021	\$480.00	\$502.00	\$570.00	\$592.00	\$540.00	\$562.00

#### EARLY BOOKING SPECIALS:

The wholesaler shall receive the following early booking special discounts off contracted summer 2021 net rates:

##### 1. Complimentary Upgrade Offer

Booking Deadline: Book by April 30, 2021

Offer Details: Receive a complimentary upgrade from a Deluxe Studio Suite (or Deluxe Studio Suite with Mountain View) to a One Bedroom Suite (or One Bedroom Suite with Mountain View)

Length of Stay: All (1 night+)

Stay Dates: Valid for stays from May 1, 2021 – November 18, 2021

Conditions: Subject to availability at time of booking

This offer is combinable with the 3-4-night and 5-night Length of Stay offers below when booked by April 30, 2021

Blackout Dates: This offer is NOT valid **May 21-23, 2021** and **July 30-August 1, 2021** and is subject to other black out dates

Initials:  Date:

### LENGTH OF STAY BOOKING SPECIALS:

The wholesaler shall receive the following length of stay special discounts off contracted summer 2021 net rates:

#### 2. Book 3 or 4 nights and Save 15%

Offer Details: Stay for three (3) or four (4) nights and receive 15% off summer 2021 NET rates  
Stay Dates: Valid for stays between May 1, 2021 – November 18, 2021 (including extra person supplements)  
Conditions: This offer is combinable with the EBO until April 30, 2021 only

#### 3. Book 5 nights or more and Save 20%

Offer Details: Stay for five (5) nights or more and receive 20% off summer 2021 NET rates  
Stay Dates: Valid for stays between May 1, 2021– November 18, 2021 (including extra person supplements)  
Conditions: This offer is combinable with the EBO until April 30, 2021 only

**Booking Process:** For all early booking specials and length of stay specials, it is the Tour Operator's responsibility to note the applicable special on the booking manifest and on prepayment. The Hotel will not credit reservations with incentive specials unless requested and authorized at time of booking

### BOOKING SPECIALS BLACKOUT DATES:

- **May 21 – 23, 2021:** NO Early Booking Specials and Length of Stay Booking Specials valid – full net rates only
- **July 30 – August 1, 2021:** NO Length of Stay Booking Specials valid – full net rates only
- Hotel reserves the right to implement black-out dates as needed based on demand

### TERMS AND CONDITIONS:

The terms below are valid on all summer 2021 bookings:

- **RATES:** Wholesale F.I.T. rates are net, non-commissionable, quoted in Canadian Currency
- **TAX:** Rates are exclusive of Provincial Tax and Municipal Tax (11%) and Goods & Service Tax (5%) – a combined total of 16% (subject to change without notice)
- **ADDITIONAL PERSON FEES:**
  - Deluxe Studio Suite and One Bedroom Suite rates are based on single or double occupancy
  - Two Bedroom Deluxe Suite rates are based on quadruple occupancy
  - Each additional person 18 years and older is \$30.00 per night
  - Additional person fees are included in all early booking specials and length of stay specials
- **CHILDREN:** Children 17 years of age and under stay free when sharing with an adult using existing bedding. No roll away beds are available in any room types
- **AVAILABILITY:** All reservations are subject to availability
- **EARLY DEPARTURE POLICY:** Any changes within cancellation policy is non-refundable, including guests departing prior to original reserved dates. Tour Operator will be billed for the full stay
- **BAGGAGE HANDLING:** Available on request at a charge of \$10.00 + 5% Goods & Service Tax (this is a mandatory tax) per person, round trip. Baggage handling is not included in any early booking discounts or incentives.

### VALUE ADDITIONS:

We are happy to provide your guests with the following added comforts:

- **WIRELESS INTERNET ACCESS:** Wireless internet access in guest rooms will be offered complimentary for the 2021 summer season for all Tour Operator guests
- **WESTIN WORKOUT FITNESS STUDIO:** Unlimited use of the Westin WORKOUT Fitness Studio's pool, dry sauna, hot tubs and steam room. Spa Services are available at an additional fee
- **HOTEL SHUTTLE SERVICE:** Guests will receive access to The Westin's Local shuttle service in and around Whistler Village
- **CHILDCARE AMENITIES:** Available upon request, based on availability, such as the Westin 'Heavenly' Crib, highchair, playpen, jogging stroller, kids menu and much more!

### HOTEL POLICIES:

- **CHECK IN TIME:** 4:00 PM
- **CHECK OUT TIME:** 12:00 PM (Midday) *(subject to change)*
- **SMOKE FREE:** The Westin Resort & Spa is a smoke free environment in all our guest rooms and throughout the Hotel
- **INCIDENTAL CHARGES:** Upon check-in, guest is required to provide a valid credit card for incidental charges
- **PARKING** - Underground self-parking is currently available for \$34.00 per night and Valet parking is \$38.00 per night. Parking fees are subject to change as notice is given to the Hotel by its Third Party vendor.

Initials:  Date:

## WHOLESALE ROOM ALLOCATION:

### Free Sell:

- You and your B2B contractors may book rooms on a free sell basis as indicated on the table below until such time as Hotel notifies you to cease booking rooms via a stopsell report
- All rooms sold are to be reported to the Hotel on the day of sale. Communication of rooms sold will be made to the Hotel's FIT reservations team at [fitreservations@westinwhistler.com](mailto:fitreservations@westinwhistler.com)
- PLEASE NOTE:** Two Bedroom Standard Suite and Penthouse Mountain Suite are based on availability and rates will be provided on a request basis

ROOM TYPE	BEDDING / VIEW	DATES	ALLOCATION	CUT OFF DATE
DELUXE STUDIO SUITE	Standard Bedding	May 1, 2021 – November 18, 2021	Free Sell	72 hours prior to arrival
	Premium Bedding	May 1, 2021 – November 18, 2021	On Request	72 hours prior to arrival
	Mountain View (with standard bedding)	May 1, 2021 – November 18, 2021	Free Sell	72 hours prior to arrival
ONE BEDROOM SUITE	Standard Bedding	May 1, 2021 – November 18, 2021	Free Sell	72 hours prior to arrival
	Mountain View	May 1, 2021 – November 18, 2021	Free Sell	72 hours prior to arrival
TWO BEDROOM DELUXE SUITE	Standard Bedding	May 1, 2021 – November 18, 2021	Free Sell	72 hours prior to arrival
	Premium Bedding	May 1, 2021 – November 18, 2021	On Request	72 hours prior to arrival
	Mountain View (with standard bedding)	May 1, 2021 – November 18, 2021	Free Sell	72 hours prior to arrival
TWO BEDROOM STANDARD SUITE	Standard Bedding	May 1, 2021 – November 18, 2021	Rates and availability on request	72 hours prior to arrival
PENTHOUSE MOUNTAIN SUITE	Standard Bedding	May 1, 2021 – November 18, 2021	Rates and availability on request	72 hours prior to arrival

### STOPSELL PROCEDURES:

- It is at the discretion of the Hotel to recall all free sell and block allocation over high demand periods
- Hotel has the right to yield early booking offers and net rates
- Tour operators will be notified of blackouts / yielded early booking offers / yielded net rates via a Stop Sell Report sent by the Hotel. At which point the Tour Operator will have 24 hours to report all reservations over the stop sell dates
- In the event free sell or block allocation is recalled the Hotel will extend the wholesaler a **NEW** net rate calculated from the Hotel's direct booking channel ([www.westinwhistler.com](http://www.westinwhistler.com)) on a request basis. Rates will be 10-15% lower than the current sell rates and will be honored for 24 hours from the time of response. After 24 hours, availability and rates are subject to change

### BOOKING PROCEDURES:

- All reservations must be made by email to [fitreservations@westinwhistler.com](mailto:fitreservations@westinwhistler.com). Reservations will be confirmed by email with a booking number. **A reservation is not considered booked without a confirmation number**
- For pricing and availability checks, please contact our Tour Department at 604-935-4325 / [fitreservations@westinwhistler.com](mailto:fitreservations@westinwhistler.com)
- Group bookings for ten (10) rooms or more per night will be contracted and confirmed separately. Rates will be evaluated individually, dependent on dates, availability and group size

Initials:  Date:

#### BREAKFAST NET RATES:

- The Full American Breakfast buffet in The Grill & Vine Restaurant can be pre-booked by tour operators at the rate below
- Meals must be pre-sold and the Hotel must be notified at least seven (7) days prior to guest arrival for breakfast NET rates to apply
- Hotel will issue breakfast vouchers to guests at check in

SUMMER 2021 BREAKFAST RATES	INFANT (AGED 0 – 5)	CHILD (AGED 6 – 11)	ADULT (AGED 12+)
Per person cost (excluding tax)	Free	\$15.74	\$31.48
Gratuity – 18%	-	\$2.83	\$5.67
Tax GST – 5%	-	\$0.93	\$1.85
<b>PER PERSON, INCLUDING TAX &amp; GRATUITY</b>	<b>\$0.00</b>	<b>\$19.50</b>	<b>\$39.00</b>

#### PAYMENT PROCEDURES:

##### PREPAYMENT:

DATE	CANCELLATION TERMS	PAYMENT DUE DATE
May 1, 2021 – November 18, 2021	100% non-refundable within fourteen (14) days prior to arrival	Full Payment is due fourteen (14) days prior to arrival

- **Pre-payment must be received by the Hotel prior to the cancellation policy**
- In the event that the Hotel does not receive payment by the payment due date, the Hotel reserves the right to cancel the reservation and release the space for general sale
- Payment may be in the form of a company cheque, credit card, draft, money order, Electronic Fund Transfer (EFT) or wire transfer
- For bank wire transfer, all payments **must** be accompanied by information indicating payee, guest name, reservation confirmation number and reservation dates. Please identify by using the Hotel's six (6) digit reservation number. If payment is not applied to the correct reservation, the booking may be released or cancelled
- Any reservations made after the cancellation date requires full pre-payment at the time of booking with a valid credit card
- For all wholesale pre-pay accounts, a valid credit card is required to remain on file for the duration of the contract. A secure link will be forwarded to you shortly to forward this information to the Hotel

#### COMPANY INFORMATION:

- Please provide your primary contact for accounts payable, Inventory Manager (or Stop sell contact) and a 24-hour emergency number should the Hotel need to contact the Tour Operator urgently regarding a guest in-house.
- Failure to complete the grid below will mean that any accounts, inventory or in-house guest queries will be forwarded to the signee of this contract below:

DEPARTMENT	CONTACT	PHONE	EMAIL
ACCOUNTS PAYABLE			
STOPSELL / INVENTORY			
24 HOUR EMERGENCY CONTACT NUMBER			

#### IMAGES & VIDEO FOR MARKETING:

- Please ensure that you update our images for Summer 2021 marketing and only use the images outlined below
- No other images other than the images present on the image bank above should be used in any marketing materials
- Please access our up to date images on the press room on our website by following the steps below. Here you will have access to download all images: URL: <https://www.marriott.com/hotels/hotel-photos/ysewi-the-westin-resort-and-spa-whistler/>

Initials:  Date:

#### RATES AND YIELDABILITY:

- Yieldable Net Rates are current as of the date of the Agreement and subject to change
- 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 free sell, 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 16%. This percentage specified is 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 Bonvoy loyalty program for reservations and bookings made through your service

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 the Hotel has signed the agreement.** The term of the Agreement is valid from the contract signing date until November 18, 2021 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:

##### BCGOLFGUIDE.COM

##### THE WESTIN RESORT & SPA, WHISTLER

By: _____	By: _____
[sign here]	
Name: Ross Marrington	Name: Stephanie Forsyth
Title: Owner	Title: Sales Manager, Leisure
Date: _____	Date: _____

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



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

**BOOKING REQUIREMENTS:** All bookings are subject to Hotel's standard booking requirements, available upon request, including 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 make Marriott guest rooms available for booking using only the rate plans provided by Hotel under this Agreement. 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 its 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, through which you market Dynamic Packages directly for booking by Hotel guests. All terms and conditions of this Agreement applicable to you shall apply directly and in full to your Channels. "Dynamic Package" means the combination of a room made available under this Agreement with one or more other travel-related components of material value such as air inventory, rental car inventory, or rail ticket, that is booked concurrently in the same session where the Rate is not apparent to the guest.

**RATES VALID FOR OPAQUE PACKAGED TRAVEL ONLY:** All rates quoted herein are applicable to FIT leisure packaged travel only. The rates quoted in this Agreement are only for you to facilitate the booking by individual transient leisure travel guests of opaque packaged rates, 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 to offline travel agencies or as and to the extent specifically authorized by Marriott or the Hotel from time to time and subject to its 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:** You will, and will cause your Channels 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 on a retail website in a room-only or unbundled manner.

You will not, and will not permit any of your Channels to;

- a. make Marriott guest rooms available to end-user guests using rates received from any other third party or distribution channel;
- b. make Marriott guest rooms available to the end-user guest as an unpackaged, room-only product;
- c. market Marriott guest rooms (whether as an unpackaged, room-only product or packaged product) through any third party channels (other than offline travel agencies), including but not limited to, on-line (e.g., internet based) channels or any other third party interactive channels (e.g., Online Travel Agents, Opaque Sites, Group Buying, Flash Sales, Social Commerce and Daily Deals sites and applications);
- d. make Marriott guest rooms available through any GDS;
- e. disclose to the end-user guest the rate at which Marriott provided you the guest room for booking by the guest;
- f. 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.
- g. 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 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. For any Exception notified to you by Hotel, whether subsequently resolved or unresolved, the 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 immediately with written notice 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: (i) your Channel is marketing or permitting bookings, or has control over an entity

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

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 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, **(iii)** your Channel conducts business in a manner that is inconsistent with Marriott's business model (e.g., such Channel 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), **(iv)** your Channel is engaging in activities or practices that are the subject of a good faith dispute between such Channel and Marriott or the Hotel with respect to the display of rooms on such Channel, or use of intellectual property or **(v)** your Channel 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 Best Rate Guarantee approved claim which demonstrates you or your Channels as a source of the Exception. This includes the rate adjustment plus \$200USD administrative fee per approved Exception, or 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 or your Channels 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: **(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 provincial 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.

**HOLD HARMLESS:** You hereby agree to protect, defend, indemnify and hold Hotel, its owners, Evolution Hospitality, LLC, any licensor/franchisor, all such entities' respective parents, subsidiaries, affiliates, and all such entities' employees, officers, members, owners, directors, and agents harmless from and against all claims, causes of action, proceedings, losses,

injuries, fines, penalties, liabilities, damages, special damages, costs and expenses (including attorneys' fees and costs) (together, "**Claims**") arising out of or caused by you or your clients, or the occupancy and/or use of the Hotel premises or any part thereof by you, its employees, Third-Party Suppliers, contractors, subcontractors, vendors, guests, invitees, agents or representatives, except to the extent caused by the negligence of the Hotel.

**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, provincial, federal regulations or laws.

**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 the province 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 province or country in which the Hotel is located is will be the governing law, and any arbitration award will be enforceable in that 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.

Initials:  Date:



**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.

Initials:  Date: