



COPPER POINT R E S O R T

Company Name: BC Golf Guide	
Contact: Danny Leith/Ross Marrington	Phone: 877 223 7226
Email: ross@bcgolfguide.com danny@bcgolfguide.com	

2021

F.I.T. & GROUP TOUR YIELDABLE AGREEMENT

- FIT rates will only be valid based on hotel availability or your allotment and upon signature of this agreement by both parties.
- For any reservations that commence in one season and overlap into another season during the guest's stay the corresponding rate for each season will apply.

Revision August 3 2021

Season	Standard Queen Room	1 Bedroom	1 Bedroom Loft	2 Bedroom	2 Bedroom Loft
	Rates apply to single or double occupancy maximum for Std Rooms. Maximum occupancy 2 adults.	Rates apply to single to double occupancy for 1 Bedroom Suite. Maximum occupancy 2 adults & 2 children.	Rates apply to single to double occupancy for 1 Bedroom Suite. Maximum occupancy 2 adults & 4 children.	Rates apply to single to quad occupancy for 2 Bedroom Suite. Maximum occupancy 4 adults & 2 children.	Rates apply to single to quad occupancy for 2 Bedroom Suite. Maximum occupancy 6 adults & 2 children.
March 1, 2021 – May 20 2021	\$95	\$135	\$175	\$175	\$215
May 21, 2021 – Jun 29 2021	\$143	\$199	\$255	\$255	\$295
June 30, 2021 – Sept 5 2021	\$183	\$239	\$295	\$295	\$351
Sept 5, 2021 – Oct 10 2021	\$135	\$183	\$208	\$208	\$263
Oct 11, 2021 – Oct 31, 2021	\$111	\$151	\$191	\$191	\$231

View Rooms are available upon request only and based on availability.

An additional \$20.00 + tax per night will apply to each view room.

Rates are net, non-commissionable and in Canadian dollars. The Destination Marketing Fee of 2%, the Goods and Services tax of 5% and Hotel tax of 8% are not included in above prices. Should federal, provincial and/or local taxes increase, you will be informed immediately, and you will be responsible for all increases. Please note that taxes are subject to change without notice. End-user customers will not earn any points or awards under any loyalty or frequent guest programmes



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ROOMS ALLOCATIONS: A rollaway cot cannot be put in a Standard Hotel Room, only in a 1 Bedroom or 2 Bedroom Suite/Loft.

NO-SMOKING POLICY: Copper Point Resort supports a smoke free environment in all public areas and guest rooms. If the hotel determines that a guestroom has been smoked in, a \$500 room recovery fee will be charged per room to the individual's account.

ADDITIONAL CHARGES:

- **Children Policy:** No charge for children under 17 years, sharing same room as parent(s),
- **Parking:** Outdoor & underground parkade parking for individual FITs is available and is complimentary.
- **Rollaway beds:** Rollaway beds are only allowed in our 1- & 2-Bedroom Suites. Rollaway beds are at \$25.00 + tax per night.
- **Pets:** We do have a select number of pet friendly rooms located on one floor of the hotel. A charge of \$25 + GST per pet per night. Maximum of 2 pets.

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

Any room not vacant by this time will incur a 1/2-day late check-out charge until 15h00 (3:00 PM). After which a full day's charge will be applied.

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

2021 MINIMUM NIGHT STAY RESTRICTIONS:

SEASONALITY								RESTRICTION
FROM			To:			Applicable days		
Month	Day	Yr.	Month	Day	Yr.	Weekend	Weekdays	
April	2	2021	April	5	2021	YES	YES	2 NIGHT MINIMUM
May	21	2021	May	24	2021	YES	YES	2 NIGHT MINIMUM
June	28	2021	July	8	2021	YES	YES	2 NIGHT MINIMUM
July	30	2021	August	4	2021	YES	YES	2 NIGHT MINIMUM
September	3	2021	September	7	2021	YES	YES	2 NIGHT MINIMUM

June 30 2021 – September 5 2021:

2 night minimum on all Two Bedroom Suites and Two Bedroom Loft Suites



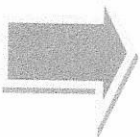
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BLACKOUT DATES:

SEASONALITY					
FROM			TO		
Month	Day	Yr.	Month	Day	Yr.
December	27	2021	Jan	2	2022

F.I.T. YIELDABLE AGREEMENT TERMS AND CONDITIONS

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

- 
- | | |
|---|---|
| <ul style="list-style-type: none">• Amoma.com• Cancelon.com• Dhr.com• flyin.com• Galahotels.com• Getaroom.com• Hoteltravel.com• Ixpira.com | <ul style="list-style-type: none">• Olotel.com• Onhotel.com• Otels.com• Ponytravel.com• Prestigia.com• Skoosh.com• Vivastay.com• Yeego.com |
|---|---|

RATES AND YIELDABILITY: Yieldable Net Rates are current as of the date of the Agreement and subject to change. Rates and availability are subject to Hotel's blackout dates. Hotel reserves the right to yield rates based on demand patterns. Hotel reserves the right to increase or decrease guestroom allotment or decline guestroom requests at any time; this applies to allotment, freesell, on request, or any other method with which the Hotel provides access the guestrooms. Prior notice will be given to you of any rate or availability changes. Any reservation(s) made prior to a rate or availability change as detailed must be reported and confirmed to the Hotel within 72 hours of the rate or availability change notification. Hotel has no obligation to honor any reservation(s) that are reported outside the 72-hour timeframe. Withholding booked rooms, holding rooms without a confirmed booking, or other such behavior to take advantage of rate or availability changes will be considered a material breach of this Agreement which, without limiting any of Hotel's other rights, shall entitle Hotel to terminate this Agreement.

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

Unless an allotment or free sell has been established with the Hotel contracted rates are upon availability.



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Rate will be confirmed upon receipt of the reservation.

Reservations should be made by contacting our FIT Sales Coordinator at:

EMAIL: salescoordinator@copperpointresort.com or FAX: (250) 341.-4001.

The following format is required when reporting reservations:

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

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

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

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

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

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

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

BLACK OUT/STOP SELL DATES: The Hotel reserves the right to notify FIT COMPANY of any additional sold out dates. The Hotel will notify FIT COMPANY in writing to "stop sell" via email communication.

Please indicate to which email address, stop sell dates should be sent:

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BOOKING REQUIREMENTS: All bookings are subject to Hotel's standard booking requirements, available upon request, including early departure fees, cancellation policies, check-in and checkout times and baggage handling fees.

HOTEL INFORMATION: All Hotel information provided to you by the Hotel must be reproduced without changes. You must provide the Hotel with copies of any distributed content at points of sale upon request. You shall not display other third-party rate plans or other information for the Hotel including wholesale and other third-party affiliated rate plans and information. "**Your Channel(s)**" means, except as disapproved by our Hotel in their sole and absolute discretion from time to time, collectively, any mechanism (e.g., websites, xml feeds or call centers), in each case owned or operated by you or one of your affiliates or contracted companies, through which you market either the Rooms to your B2B contractors or Dynamic Packages directly for booking by Hotel guests. "**Your B2B contractor(s)**" means, except as disapproved by our Hotel in their sole and absolute discretion from time to time, travel companies, such as tour operators, wholesalers, inbound operators, or destination management companies who primarily operate in off-line distribution channels, and whether under your management or control, or with which you have in place a written agreement, makes guest rooms at our hotel available for booking by Hotel guests pursuant to the terms of this Agreement. All terms and conditions of this Agreement applicable to you shall apply directly and in full to your Channels and your B2B contractors.

RATES VALID FOR OPAQUE PACKAGED TRAVEL ONLY: All rates quoted herein are applicable to FIT leisure packaged travel. The rates quoted in this Agreement are only for the Tour Operator to facilitate the booking of individual transient leisure travel guests travelling via an opaque package. The rates are not permitted for use by the wholesaler or tour operator for business travel or group travel-oriented channels. The tour operator is not authorized to release these rates to any other individual or entity, including but not limited to, internet booking/electronic distribution systems, except as and to the extent specifically authorized by the Hotel from time to time and subject to their sole and absolute discretion to terminate with immediate effect any prior authorizations. You may not offer these rates as room-only / unbundled bookings in any manner (e.g. room tax and/or fees listed separately). Package components must be booked concurrently with the room booking, and the prices for each of the package components (hotel room, airfare and/or car rental) shall not be itemized for, disclosed to, or discernible by the guest at any time (including but not limited to billing statements) and you must not provide functionality which would permit guests to strip the package down to view Hotel room rates separately at any time. Furthermore, you agree to indemnify Hotel for any loss or damage arising from your breach of this Section.

YOUR OBLIGATIONS: It is the tour operators responsibility to make our the Hotel's guest rooms available to the end-user guest only as part of a bundle or package, meaning coupled with at least one other substantial travel component of material value, such as airfare, or overnight cruise. For the avoidance of doubt, under no circumstances may guest rooms be made available through this





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Agreement be booked by guests through your Channels or your B2B contractors on a retail website in a room-only or unbundled manner.

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

1. make the Hotel guest rooms available to the end-user guest as an unpackaged, room-only product.
2. market the Hotel guest rooms as an unpackaged, room-only product on online (e.g., internet based) channels, or any other interactive channels including mobile devices that the end-user guest can access, this includes but is not limited to Online Travel Agents, Opaque Sites, Group Buying, Flash Sales, Social Commerce and Daily Deals sites and applications;
3. make the Hotel guest rooms available through any GDS.
4. disclose to the end-user guest the rate provided for the guest room.
5. make any false, misleading or deceptive claims that it offers specially discounted rates on the Hotel inventory, or advertise that it has the lowest price available, substantial discounts, online exclusive rates, exclusive savings, or comparable statements for the Hotel guest room inventory.
6. Except for B2B contractors, assigned rates in this Agreement may not be transferred or assigned to any company or organization. Payments due hereunder may also not be transferred or assigned under this Agreement.

RATE VIOLATION: Within 24 hours of identifying a rate violation or of being notified by Hotel of a rate violation; you shall immediately suspend further access to any rooms involved in the e rate violation until it is resolved. The hotel may immediately suspend access to any rates at the time any rate violation is identified, and the tour operator has been notified. If the rate violation remains unresolved after 2 days of notification, or is not resolved to the Hotel's satisfaction the Tour Operator must cease making the property and room information and/or room prices of Hotel available to all distribution Channels and B2B contractors. If the rate violation remains still unresolved after 4 days of being notified by Hotel, Hotel shall be entitled to treat this as a material breach of this Agreement which, without limiting any of Hotel's other rights, shall entitle Hotel to terminate this Agreement without incurring any liability for contracted rooms or rates.

CONFIRMATION: You will provide, in accordance with all applicable laws and privacy policies, confirmation of Travel Package details to guests. Such confirmation shall provide guests with the name, brand affiliation, precise location, and telephone number of the Hotel.

DISCLOSURE: The Tour Operator must, take commercially reasonable steps to ensure that all distribution Channels and B2B contractors: **(a)** advise all guests that they are responsible for payment of all charges over and above the Standard Room Charge (e.g., internet access); and **(b)** clearly and conspicuously disclose to guests in advance of booking all state and local taxes and all automatic or mandatory charges (e.g., resort charges) specified by the Hotel, so as to ensure affirmative, knowing consent by the guest to such fees prior to purchase.

CONDITIONS OF CONTRACT FOR GROUP TOURS

The tour group rates are based on the hotel availability and will be confirmed at the time of booking.

DEFINITION: A group is defined as ten (10) rooms and more. Therefore, should your room block be less

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than 10 rooms, your reservation will be handled on an individual basis at a seasonally established rate.

Tour rates will not be guaranteed for groups larger than 25 rooms and are not applicable to incentive or conference groups. By clearly identifying the nature of your groups, we can assure the best possible rates and will deliver the services and facilities necessary to meet the guest expectations.

CONFIRMATION OF BOOKING: Tour inquiries can be sent directly to the sales office. In order to receive confirmation of your inquiry, we require that you make your request in writing via email to salescoordinator@copperpointresort.com.

CANCELLATION: In the event of a cancellation of a tour, the hotel is to be notified in writing. Cancellations received less than **30 days September to June and 45 days in July & August** prior to their arrival will be subject to a one-night charge or all deposits will be forfeited. Cancellation time limit may be extended during peak periods, as indicated in the specific individual confirmation or allotment contract.

The Tour Operator acknowledges that if it cancels, for reasons other than fire, catastrophe, or act of God or any other extraordinary occurrence outside the control of the canceling party making it illegal or impossible to provide or use the Hotel facilities or creating a significant risk to participant health or safety, or otherwise essentially abandons its planned use of the room night commitment (a "Cancellation"), this action would constitute a breach of Tour Operator's obligation to the Hotel and the Hotel would be harmed. Because Hotel's harm is likely to increase if there is a delay in notifying Hotel of any Cancellation, the Tour Operator agrees to notify hotel, in writing, within five (5) business days of any decision to cancel.

CANCELLATION CHARGES:

- a) Entire Tour
 - Cancellations received 30 days June – September or 45 days July & August prior to arrival - FULL REFUND
 - Cancellations received within the periods listed above - 100% of first night's room and tax charges are non-refundable.
- b) Individual Rooms Cancelled of Tour (maximum 5% of block in July & August; 10% of block June - September)
 - 7 Days or more prior to arrival - FULL REFUND
 - Less than 7 Days prior to arrival - first night's room and tax charges are non-refundable.

FINAL ROOMING LIST: Must arrive at the hotel a **minimum of 14** days before arrival, and if possible, to have a preliminary rooming list 30 days prior to arrival. Please note that we will do our best to answer your special requests. NOTE: rooming type cannot be guaranteed.

ADDITIONAL ACCOMMODATIONS: Any additional space over and above that is originally confirmed is to be requested directly with the Sales Coordinator and will be based on availability. The names of the passengers are to be advised at the time of request.

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COACH/BUS DRIVERS: Rooms booked for coach/bus drivers are the responsibility of the Tour Company and will be included as part of the group billing, unless otherwise specified.

DINING: Group dining reservations must be made a minimum of 21 days before arrival along with the rooming list. Final count is to be given to our catering department 14 business days prior to arrival. If more than the guaranteed number of guests is served, the hotel will charge the number served.

If you wish to have meals, please contact the Sales Coordinator.

For all group dining requests, a minimum of 25 guests are required. For groups of less than 25 guests a \$5.00/person charge will be added to the above menu prices. Alternatively, we can arrange a set dinner menu in Elements Restaurant for groups of less than 20 guests.

Changes: A minimum of seven (7) days prior to arrival is required for changes after meal arrangements have been booked. If changes are received less than seven (7) days prior to arrival, the Agent will be liable for the meal cost incurred by the Hotel. The number of persons guaranteed for all meals is the number of passengers on the final rooming list unless otherwise specified seven (7) days prior to arrival. Groups will be charged for guarantee or actual number served, whichever is greater.

GROUP DEPOSIT AND PAYMENT: See method in the payment section.

An initial deposit of \$300.00 per group/arrival date will be required upon return of this contract to hold arrangements on a definite basis and will be credited to the master account.

The Tour Operator is responsible for full pre-payment of the cost for bedrooms, baggage handling, and meals 30 days before group arrival. Full payment by certified check or credit card must be received 30 days prior to the group arrival at the Hotel. In the event that full payment is not received 30 days prior to group's arrival, the reservation will automatically be cancelled.

Prior to the group's departure the tour guide/director must stop by the front desk of Copper Point Resort to confirm the final bill and all charges incurred by the group. If there are any discrepancies on the final bill it must be discussed at this time. If the tour guide/director fails to visit the front desk prior to departure of Copper Point Resort, then Copper Point Resort will assume that the tour guide/director has agreed to all charges incurred during the group's stay and Copper Point Resort will bill the tour company accordingly for the extra charges. Payment for these additional charges will be due within 14 days of receiving invoice.

CONDITIONS OF PAYMENT

METHOD OF PAYMENT: All payments must be in cash or certified cheque, drawn on a Canadian Bank or by International Bank Draft. All payments MUST be in Canadian funds. The Hotel will not accept payment made in foreign currencies. When utilizing a bank wire to prepay reservations, FIT COMPANY will notify the hotel in advance and request from hotel wire instructions. Guest information such as





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name, travel date, etc. must be indicated in the wire transfer.

Deposits and final payment funds will be converted to Canadian dollars based on the currency rate of exchange at the time of receipt at the hotel.

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.

INCIDENTAL CHARGES: Guests do not have the privilege of charging incidentals to their room unless they leave a credit card imprint or a cash deposit at the front desk. For groups, it is the policy of the Copper Point Resort that the Tour Director assists in the collection payment for the incidental charges prior to departure. Charges not collected will be the responsibility of the tour operator.

HOTEL RESERVATIONS / CONTACT INFORMATION

Sales Coordinators name & email address: Laura Sandham | salescoordinator@copperpointresort.com

Accounting contact's name & email address: Tanya Whelan | accounting@copperpointresort.com

AVAILABILITY OF HOTEL FACILITIES DUE TO COVID 19

Correct as of November 2020 – for real time updates please visit our website –
<https://www.copperpointresort.com/Health-Notice>

Guests must follow all COVID 19 rules and regulations set by Copper Point Resort

Elements Restaurant

Breakfast & Lunch – CLOSED (by group reservations 20 people or more)

Dinner 5 PM-10 PM – Reservations not accepted Groups may book banquets with Sales Coordinator

Housekeeping

We do not offer housekeeping services at this time

Amenities

Indoor & Outdoor Pool and Hot Tubs open 9 AM – 9 PM*

Fitness Centre 9 AM – PM*

Spa Reopening December 2020

Changing Rooms CLOSED

*Occupancy Limits apply



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DISPUTE RESOLUTION

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

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

TERMINATION:

1. Either party may terminate this Agreement at any time upon 30 days' written notice to the other party.
2. Hotel reserves the right to cancel any booking made in breach of the Agreement.
3. Any breach by you of obligations under Your Obligations will be a material breach of the Agreement, resulting in an immediate suspension or termination of the Agreement, as solely determined by Hotel in its reasonable judgment. You shall inform Hotel of any violations of the Agreement of which you become aware.
4. Upon termination of the Agreement, Hotel and you will continue to honor the terms of the Agreement with respect to any booking made prior to the termination date for dates following the termination date, unless termination occurred due to a monetary breach.

FORCE MAJEURE: If acts of God or government authorities, natural disasters, or other emergencies beyond a party's reasonable control make it illegal or impossible for such party to perform its obligations under this Agreement, such party may terminate this Agreement upon written notice to the other party without liability.

NOTICE: Any notice required or permitted by the terms of this Agreement must be in writing.

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ACCEPTANCE:

This contract is subject to the terms and conditions above. This Agreement constitutes the entire agreement between you and the Hotel and may not be amended or changed unless done so in writing and signed by you and the Hotel. The persons signing below agree that they are authorized representatives of the above indicated company and Hotel who have authority to enter into this Agreement. This Agreement will not be valid and enforceable until a signed copy is returned to the Hotel **by March 30, 2020**, and the term of the Agreement is subject to termination by Hotel at any time. For the avoidance of doubt, this Agreement hereby supersedes and replaces in its entirety any and all prior and contemporaneous oral and written agreements related to information about the Hotel, including bookings, express or implied, between you, your Channels, your B2B contractors and the Hotel, as of that date.

Copper Point Resort

LAURA SANDHAM
03 August 2021

BC Golf Guide.
Client: [Signature]

Signature:

D. of B. Development
Title:

August 6, 2021
Date:

THANK YOU!

[Signature]

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