



2021/2022 CORPORATE RATE AGREEMENT

BETWEEN

Hampton Inn and Suites, Kelowna Airport with an address of 1665 Innovation Drive, Kelowna,

AND

BCgolfguide.com with its principal address of #204 - 3731 Casorso Road, Kelowna, BC

1. SUBJECT OF THE AGREEMENT

The subject of this agreement is between the parties defined above concerning the provision of rates at the Hotel for accommodation of transient business travel guests only for up to 10 rooms per night (excluding bookings for conference or group events) granted by the Hotel to the Company under the conditions stipulated by this agreement.

2. DURATION OF THE AGREEMENT

Subject to Section 7(e) below, the agreement will be valid from January 1, 2022 until December 31, 2022.

3. DISCOUNT OFF THE HOTEL'S BEST AVAILABLE RATE

2022

| Room Type | Standard Room |
|---------------------|---|
| Negotiated Discount | January – March: \$129 single/double April – June: \$139 single/double July – August: \$194.00 single/double September - \$144.00 single/double October – December: \$129.00 single/double |

Blackout Dates; July 1-3; May 20-May 23; July 29 - Aug 02; Sep 02 - Sep 04

The agreed Negotiated Discount is confidential.

Rates are net, non-commissionable for transient business travel only up to 10 rooms per night (excluding bookings for conference or group events) and confirmed upon availability. Discounted rates and conditions cannot be applied for clients attending city-wide congresses, meetings or events, which are contracted by separate a group booking agreement.

Rates quoted at the time of booking are in **Canadian Dollars** and are valid per room, per night and are **inclusive** of (check applicable items):

- ☒ Breakfast - Yes

Rates quoted at the time of booking are valid per room, per night and are **exclusive** of (check applicable items):

- ☐ Commission
- ☒ Prevailing provincial and local taxes, fees and assessments (currently, **16%**). Tax is subject to change.

"Best Available Rate" refers to published rates that are made available to the general public, either through the Hotel's reservation department, toll-free reservation services, or on Hilton.com (e.g., the "Flexible Rate"). Published rates refer to unrestricted, unqualified, unfenced, unbundled, room-only rates available for booking by anyone in the general public. Hilton or the Hotel may establish, offer, market and promote pricing, benefits, promotions, terms and exclusive offers to Hilton Honors members and also to other customers who are members of a specific third-party company or organization (e.g., AAA, AARP, military, corporate negotiated rate, etc.), and neither

Hilton nor the Hotel will be required to make such pricing, benefits, promotions, terms and exclusive offers available to Company and Company's travelers.

4. RESERVATIONS / CANCELLATIONS / CHECK-IN / CHECK-OUT / EARLY DEPARTURE FEE / LATE CHECK OUT

RESERVATIONS: The Hotel requires a guarantee by the guest's credit card or guarantee by the Company for all reservations. A no-show fee in the amount of the first night room rate plus applicable tax will be charged if the traveler fails to check-in to the Hotel for any reason whatsoever and also fails to cancel the guaranteed reservation by the applicable cancellation deadline.

Reservation methods:

| | | |
|-----------------------------------|---|--|
| Hilton Brand Website | √ | Use corporate number: TBD |
| Reservations Direct to Hotel | √ | Phone: 250 765 9042 Email: info@hamptonkelownaairport.com |
| Via Hilton Reservations Worldwide | √ | UK: 08705 909090 USA/Canada: 1800 445 8667 Worldwide: 00800 4488 22073 |

CANCELLATIONS: Are subject to the Hotel's current House Policy. Until 24 hours before arrival - no charge. Cancellation of a guaranteed reservation less than 24 hours before arrival - the first night room rate plus applicable tax will be charged as a cancellation fee. House Policy is subject to modification with a 60-day notice period.

CHECK-IN: Is as of 3:00 PM

CHECK-OUT: Is to be completed by 11:00 AM

EARLY DEPARTURES: which are advised by the guest 24 hours or more, prior to the new date of departure, will not be charged. Early Departures which are advised less than 24 hours, up to 12 noon on the day of new departure will be charged 50% of the room charge, for one night only, plus applicable taxes.

Early Departures which are advised later than 12 noon on the new day of departure, will be charged 100% of the room charge, for one night only, plus applicable taxes.

LATE CHECK OUT: up to 3:00 PM on the day of departure will be charged 50% of the room charge of the previous night plus applicable taxes.

Late check out later than 3:00 PM on the day of departure will be charged 100% of the room charge of the current night plus applicable taxes based on the Best Available Rate.

5. PAYMENT

Guests will settle their bill upon departure, unless credit has been established by Company pursuant to a separate written credit agreement in the form requested by Hotel.

If Company wishes to receive an invoice by mail, a separate written agreement to that effect shall have been made. It is a prerequisite for any credit agreement that the Hotel has found the Company creditworthy. Irrespective of any credit agreement, the Hotel reserves the right to unilaterally change the credit agreement, including to set a credit maximum or to terminate the agreement, in the event that the Company does not comply with the terms of payment, in the event that the Company is no longer deemed creditworthy or in the event that this may otherwise be necessary. Terms of payment are net 30 days. After the due date, a finance charge of 1.5% per month, or the maximum amount allowed by law, whichever is less, will accrue on the unpaid, undisputed amount, commencing on the date of receipt of invoice.

7. ADDITIONAL TERMS AND CONDITIONS

(a) UNAVAILABILITY OF ROOMS. On occasions due to unanticipated circumstances, the Hotel may not have rooms available for all guests who wish to check-in on a particular night. While the Hotel will use reasonable efforts to avoid such situation impacting Company, in the event any guest with a confirmed reservation cannot be accommodated by the Hotel, the Hotel will provide the following:

- Accommodation paid by the Hotel at a comparable hotel as close as possible for the first night the guest is displaced from the Hotel.
- One complimentary round trip ground transportation between the Hotel and the alternate hotel.
- The Hotel will make necessary arrangements for the displaced guest's telephone messages and mail to ensure that they are properly forwarded.

- The Company will receive credit for any guests displaced toward its Annual Room Night Production numbers for purposes of this agreement.
- If a room becomes available at the Hotel for the displaced guest and the guest elects not to return to the Hotel, the Hotel will have no further obligations under this clause.
- When a room becomes available at the Hotel and the displaced guest returns, the Hotel will provide upgraded accommodations if available and provide the guest with a welcome expression from the General Manager.

(b) TAX AND OTHER CHANGES. Hotel reserves the right to unilaterally, at its sole discretion, in good faith, change the rates in case of changes in applicable government taxes, fees or assessments as well as any changes in applicable labor or service charges or fees.

(c) RATES NOT APPLICABLE TO GROUP BOOKINGS. Rates are applicable only for individual transient business travel bookings of 10 rooms or less. Conference and Group rates may vary based on the Hotel availability for the required period.

(d) CONFIDENTIALITY. Company will not disclose Hotel Confidential Information to any third party (except with respect to contractors or travel agents providing travel management services to Company who have signed agreements requiring them to keep the Hotel Confidential Information confidential and to not use or disclose it to third parties or for their own benefit). **"Hotel Confidential Information"** shall include Hotel's non-published, prospective and current special rates and/or discounts offered or otherwise made available by Hotel to Company, as well as any special terms or value-added items that differentiate Hotel from its competitors (e.g., Internet access, breakfast).

(e) TERMINATION. Either party may terminate this agreement without cause upon thirty (30) days' written notice to the other party.

(f) GOVERNING LAW. The Agreement will be governed by and interpreted pursuant to the laws of the province in which the Hotel is located, excluding any laws regarding the choice or conflict of laws.

(g) MISCELLANEOUS. Except for an assignment to any parent corporation, subsidiary or successors-in-interest to either party (excluding competitors of the other party), neither party may assign any rights, duties, obligations or privileges under this agreement without the written consent of the other party. This agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements or representations, whether oral or written, pertaining to the content hereof and may not be amended except by a written document signed by all parties. No modification, amendment, supplement to or waiver of this agreement or any of its provisions shall be binding upon any party unless made in writing and signed by all parties. The parties agree that for purposes of this agreement and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by facsimile transmission will be considered as enforceable and valid as original signature by the party signing. A failure or delay of any party to this agreement to enforce at any time any of the provisions of this agreement, or to exercise any option which is hereby provided, or to require at any time performance of the provisions hereof, shall in no way be construed a waiver of, nor preclude the exercise of, any of the provisions of this agreement. The undersigned expressly agree and warrant that they are authorized to sign and enter into this agreement on behalf of the party for which they sign.

AGREED AND SIGNED BY:

To confirm this agreement, sign below and return a copy of this agreement to Hotel no later than **September 10, 2021**. Hotel reservations department and **1-800-Hiltons** and will notify you upon completion. While we will always do our best to accommodate our customers, if this date is missed, Company's preferred rates will likely not be loaded and accessible in the GDS in time for January 1st bookings.

Hotel
Hampton Inn and Suites by Hilton Kelowna Airport

Sara Fisher
Sales & Events Manager

Signature: _____

Date
Phone: 250 807 2000 ext 114
Email: sara.fisher@hilton.com

Company
BCGolfguide.com

Ross Marrington
Owner

Signature: _____

Date
Phone: 877-223-7226
Email: ross@bcgolfguide.com