

THANK YOU!

## 2022 F.I.T. ALLOTMENT AND RATE AGREEMENT

EFFECTIVE DATES OF AGREEMENT: JANUARY 1, 2022 – DECEMBER 31, 2022

<b>Company Name:</b>	
BCGOLFGUIDE.COM INC. <i>(references to "Company", "you" or "your" throughout the Agreement refer to company listed directly above)</i>	
<b>Client Information:</b>	
<b>Contact:</b>	Danny Leitch
<b>Title:</b>	Senior Sales Consultant
<b>Address:</b>	#204 - 3731 Casorso Road Kelowna, BC V1W 5E9 Canada
<b>Email:</b>	danny@bcgolfguide.com
<b>Phone:</b>	519-800-3701 direct / 519-802-2077 cell
<b>Fax:</b>	250-800-0912
<b>Website:</b>	www.BCGolfGuide.com

<b>Hotel Name:</b>	
DOUBLETREE BY HILTON HOTEL & SUITES VICTORIA <i>(references to "Hotel", "us", "we" or "our" throughout the Agreement refer to the entity listed directly above)</i>	
<b>Hotel Information:</b>	
<b>Contact:</b>	Janie Wong
<b>Title:</b>	Sales Coordinator
<b>Address:</b>	777 Douglas Street Victoria, BC V8W 2B5 Canada
<b>Email:</b>	janie.wong@doubletreevictoria.com
<b>Phone:</b>	250-940-3105
<b>Fax:</b>	250-940-3131
<b>Website:</b>	www.VictoriaSuites.DoubleTree.com

Jan - Dec 2022 FIT Rates:	Jan 1 – Mar 31	Apr 1 – May 31	June 1 – Sept 30	Oct 1 – Dec 31
Standard Room:	\$129	\$169	\$249	\$129
One Bedroom Suite:	\$149	\$199	\$279	\$149
• Room Allotment:	Free Sell. 72 hour release date. 48 hour cancellation policy. Hotel to advise of stop sell.			
• Bed Types:	Standard Room – one king bed – city view. <sup>1</sup>			
• Bed Types:	One Bedroom Suite – one king bed and one queen sofa bed – city view. <sup>2</sup>			
IMPORTANT:	Rooms and Suites with two queen beds are on a REQUEST basis only and will NOT be guaranteed. <sup>3</sup>			
Blackout Dates:	Currently, there are no blackout dates. Blackout Dates are subject to change by the Hotel. Other blackout dates to be advised. Please contact this office for last minute availability. We will endeavor to accommodate your request at the best available rate.			


<sup>1</sup> PLEASE NOTE: Local health and safety regulations prevent the Hotel from placing rollaways in our Standard Rooms. Maximum 2 guests in Standard Rooms with one king bed, with existing bedding.

<sup>2</sup> PLEASE NOTE: Maximum 4 guests in One Bedroom Suites with one king bed and one queen sofa bed, with existing bedding. Rollaways are available at an additional \$50.00 per night.

<sup>3</sup> PLEASE NOTE: Standard Rooms and One Bedroom Suites with two queen beds are on a REQUEST basis only and will NOT be guaranteed. Maximum 4 guests in Standard Rooms and One Bedroom Suites with two queen beds, with existing bedding.

All rates are per room per night and are based on single or double occupancy. An additional \$20.00 per person per night will be applied for triple and quad occupancy rooms, with existing bedding. The additional person charge will only be applied to guests who are 19 years or older.

Rates are quoted in Canadian dollars; are net non-commissionable; and are subject to applicable taxes and fees in effect at the time of check-in. Current taxes and fees are 17.16% and are subject to change without notice.

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**STOP SELL:** Free sell stop sells will be issued at the hotel's discretion. Please indicate the following information for the hotel to use in order to issue a STOP SELL.

CONTACT NAME: Danny Leitch  
 CONTACT PHONE: 877 223 7226  
 CONTACT EMAIL: Danny@BCGolfGuide.com

**ACCOMMODATIONS:**  
 Free Sell: Standard Rooms – one king bed (*maximum occupancy 2 guests*).  
 Free Sell: One Bedroom Suite – one king bed and one queen sofa bed (*maximum occupancy 4 guests*).  
 • **PLEASE NOTE:** Rooms and suites with two beds are on a REQUEST basis and will NOT be guaranteed.

**RESERVATIONS for Free Sell:** Fax requests to **250-940-3131** or email requests to [Reservations@DoubleTreeVictoria.com](mailto:Reservations@DoubleTreeVictoria.com) at least **72 hours** in advance of check in. For reservations within **72 hours** of check in, Company will contact reservations to ensure of room availability. Rooms over allotment may be available at FIT rate category or at prevailing rates. For inquiries, please contact Reservations at **250-940-3100, ext 2**.  
**Reservation Hours are Monday to Friday, 10:00 AM to 4:00 PM.**

This Agreement is subject to (i) all the terms and conditions set forth on the following page(s) entitled **"FIT Allotment and Rate Agreement - Terms and Conditions"** and (ii) the below-referenced **"Additional Terms and Conditions."** This Agreement and the Terms and Conditions on the next page(s) and the Additional Terms and Conditions together constitute 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 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 email with a scanned document with signature attached or facsimile transmission will be considered as enforceable and valid as an original signature by the party signing. For the avoidance of doubt, emails, including emails that bear an electronic "signature block" identifying the sender, do not constitute signed writings for purposes of this Agreement. 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 **Tuesday November 30, 2021**.

**ADDITIONAL TERMS AND CONDITIONS:** By signing where indicated below, you are agreeing that in addition to the terms and conditions of this Agreement as outlined above, this Agreement is also comprised of all the general terms and conditions set forth in the F.I.T. Allotment and Rate Agreement (Canada) – Additional Terms and Conditions

**ACCEPTED AND AGREED TO BY COMPANY:**

**ACCEPTED AND AGREED TO BY HOTEL:**

**BCGolfGuide.com Inc.**

**DoubleTree by Hilton Hotel & Suites Victoria**

Name: Danny Leitch  
 Title: Senior Sales Consultant  
 Signature: [Signature]  
 Dated: NOV. 29, 2022

Name: Janie Wong  
 Title: Sales Coordinator  
 Signature: \_\_\_\_\_  
 Dated: \_\_\_\_\_

Initials: [Initials]

**F.I.T. ALLOTMENT AND RATE AGREEMENT  
TERMS AND CONDITIONS**

**DEFINITIONS USED IN THESE TERMS AND CONDITIONS:**

**Hotel, we, our or us** means the legal entity that owns the Hotel, as set forth in the Agreement.

**EARLY DEPARTURE FEE:** If a guest checks out prior to the guest's reserved checkout date, the Hotel will add an early checkout fee to that guest's individual account. Guests wishing to avoid an early checkout fee should advise the Hotel at or before check-in of any change in planned length of stay. The current early departure fee is **50% of the daily rate for every night that is booked and not used.**

**CANCELLATION POLICY for Free Sell:** Individual cancellations must be received **48 hours prior to arrival** to avoid a charge of one night's room and tax. Cancellations received after this time will incur a charge in the amount of one night's room and tax. Company will be assessed this charge through either a deduction from the prepayment or direct billing to your account, whichever applies.

**CHECK-IN/CHECK-OUT TIMES:** Our check-in time is **4:00PM**. Checkout time is **11:00AM**. All times are local Hotel times. All guests arriving before 4:00PM will be accommodated as rooms become available. Our front desk team can arrange to check baggage for those guests arriving prior to Hotel's check-in time when rooms are not yet available.

**MUTUAL RESPONSIBILITY REGARDING ACCURACY AND COMMUNICATION OF HOTEL PRODUCT INFORMATION:** Hotel agrees to maintain accurate and up-to-date information about the Hotel products submitted to the Company including:

- ❖ Applicable booking conditions;
- ❖ Cancellation policy;
- ❖ Anything that affects or will affect the Hotel product in any material way that could be an inconvenience to customers or cause confusion by customers. Examples of this are (without limitation) closure of swimming pools, restaurants or other guest facilities and refurbishment or renovations on or near the Hotel.

You acknowledge and agree that you will effectively and promptly advise prospective guests of the following:

- ❖ Guests must check with the Hotel's cashier to make sure certain all incidentals are paid for prior to departure.
- ❖ All reasonable material information relating to their stay at our Hotel. Such information shall include but not be limited to information about any facilities at

the Hotel being unavailable, that building, refurbishment or repair work is taking place at, or near the Hotel, or that other reasons exist why their stay at the Hotel may not be as they anticipated.

- ❖ Hotel reserve the right to refuse entry to, and remove any guest from, our Hotel and accommodation at our Hotel if any of our authorized employees considers, in his or her reasonable opinion, that the guest is under the influence of drink or drugs, is unsuitably dressed or is behaving in a threatening, abusive or otherwise unacceptable manner.

**BAGGAGE HANDLING FEE (optional):** Payment of baggage handling/porterage fees is the responsibility of the individual guest. As a guideline, the current fee is **\$9.00 per person, round trip, plus GST**. If baggage handling is requested, Company must provide the guest's arrival and departure time.

**VALET PARKING (optional): \$21.00 plus GST per car per day.** Payment of valet parking fee is the responsibility of the individual guest unless otherwise noted on the reservation request.

**BREAKFAST (optional):** A full breakfast <sup>4</sup> is available at **\$25.00** for adults and children 13 years and older; **\$20.00** for children 6-12 years old; and complimentary for children 0-5 years. Served daily in Table 21 restaurant. Breakfast prices quoted above are per person per day and are inclusive of taxes and fees.

**PAYMENT POLICY:** Unless you have received notification in writing from the Hotel that your credit has been approved, all **reservations must be paid in full 7 days prior to the guest's arrival**. If full payment is not received as required, the guest will be required to make a new reservation at the prevailing rate upon arrival at the Hotel.

If your credit has been approved in writing by the Hotel, the Hotel will be pleased to extend thirty (30) day credit privileges to you for room and tax. All invoices are due and payable upon receipt and payment must be received at the Hotel no later than thirty (30) days after receipt of invoice. All outstanding amounts sixty (60) days and over will be subject to an interest rate of 1.5% per month, or the maximum amount allowed by law. To avoid this charge, you must pay all undisputed charges in a timely manner and send written notice describing all disputed charges. The Hotel reserves the right to review your credit periodically and to require pre-payment at any time, in our reasonable discretion, should your credit status change in

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any manner. You expressly consent to the Hotel conducting any such periodic credit checks.

**BILLING CONTACT:**

JANE MARRINGTON

**PHONE:**

877 223 7226

**EMAIL:**

JANE@bcgourmet.com

**RATES VALID FOR PACKAGED TRAVEL ONLY: All rates quoted herein are applicable to:** (1) FIT Package Tours;  
(2) FIT Tour Programs.

The rates quoted in this Agreement are only for the sale of packaged, individual rates by the wholesaler or tour operator. Static rates (not directly connected) may not be used online. The guest may request additional nights to be added to the guest's package, which may be offered by us to the guest in our discretion at then-available rates.

You and your approved distributors may not offer these package rates as room-only inventory in any manner (e.g., room tax and/or fees listed separately). The prices for each of the package components (such as hotel room, airfare and/or car rental) shall not be itemized for, disclosed to or discernible by the consumer at any time (including but not limited to billing statements) and you must not provide functionality that would permit consumers to strip the package down to view hotel room rates separately at any time. We have the right of prior approval for all elements of packages in order to ensure the accuracy of material details and maintenance of the highest level of quality relating to our rooms.

To that end, you agree that: (i) the price of the Hotel rooms will not be visible to the end customer; (ii) the total value of the package is substantially greater than the room only component; (iii) the end customer is not able to purchase the Hotel room without purchasing all the travel elements of the package; and (iv) the Hotel rooms are not packaged with inappropriate items (e.g., city transport card, airport transfer, museum ticket, etc.). If the Hotel becomes aware of any violation of this section, the Hotel may immediately terminate this Agreement without incurring any liability to you for contracted rooms or rates. Furthermore, you agree to indemnify Hotel for any loss or damage arising from your breach of this Section.

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You acknowledge and agree that this Agreement does not otherwise permit you to sell or re-sell any rooms in Hilton hotels in any way, or to display any other information about Hilton or its owned, managed, leased, licensed and/or franchised hotels, including without limitation room prices or terms of distribution. You understand and agree that with respect to any allotment, you would be assisting us by helping us to sell the allotment of rooms that we make available to you and only in the manner described in this Agreement. For clarity, you have no risk of inventory loss if rooms within the allotment are not consumed and paid for by guests booking through your services. You and your approved distributors are not authorized to release these package rates to any other individual or entity, including but not limited to, internet booking/electronic distribution systems. The FIT rates and this Agreement are non-transferable and non-assignable.

**TERMINATION:** Either party may terminate this Agreement without cause by giving the other party no less than 30 days prior written notice of termination. Either party may terminate this Agreement immediately by giving written notice to the other party if (a) a party becomes insolvent or is subject to external administration, enters into liquidation or enters into a scheme of arrangement with creditors or are otherwise unable to pay their debts as and when they fall due; or (b) a party breaches any material term of this Agreement and does not cure such breach within 15 days following receipt of notice from the non-defaulting party. Notwithstanding any such termination of this Agreement, the rights acquired or obligations incurred by the parties thereto prior to such termination shall not be affected.

<sup>4</sup> Please note that the "full breakfast" option is currently a plated breakfast until further notice:

(A) Plated Breakfast, *per current COVID-19 regulations*:

- Fruit and yogurt parfait;
- Scrambled eggs, bacon, hash-browns, and toast;
- Choice of juice; and
- Choice of coffee or tea.

(B) Buffet Breakfast, *once COVID-19 regulations are relaxed*:

- Bacon, sausage, scrambled eggs, hash-browns;
- Fresh fruit, cereal, yogurts, oatmeal;
- Breads, fresh baked pastries; and
- Assorted juices, coffee and tea.