



2023 WHOLESALE AGREEMENT

BETWEEN

Four Points by Sheraton & Hampton Inn and Suites, Kelowna Airport

AND

BCGolfGuide.com with its principal address of #304 – 1967 Underhill Street, Kelowna BC, V1X 8C9

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 Tour and FIT travel accommodations, this is for guest up to 10 rooms per night (excluding bookings for conference or group events) granted by the Hotel to BCGolfGuide.com under the conditions stipulated by this agreement.

We are delighted that BCGolfGuide.com is considering Four Points by Sheraton & Hampton Inn and Suites by Hilton at Kelowna Airport as the location for your clients visiting Kelowna.

Enclosed, you will find our 2023 room rates and policies for all packaged Tour and FIT bookings.

2. DURATION OF THE AGREEMENT

Subject to Section 7(e) below, the agreement will be valid from January 1 until December 31, 2023.

3. DISCOUNT OFF THE HOTEL'S BEST AVAILABLE RATE

Four Points by Sheraton

Room Type	2 Queen Standard Room
	January – March: \$144 – single/double April – June 17: \$154 – single/double June 18 – August 31: \$224 – single/double September: \$179.00 – single/double October – December: \$144 – single/double

Hampton Inn & Suites by Hilton

Room Type	2 Queen Standard Room
	January – March: \$144 – single/double April – June 17: \$149 – single/double June 18 – August 31: \$204 – single/double September: \$154.00 – single/double October 1– December 31, 2023: \$144 – single/double

2023 BLACKOUT DATES:

Jun 30

July 1, 2, 3, 4, 30, 31

September 1, 2, 3

Hotel's room rates are in Canadian dollars and are subject to applicable state and local taxes (currently 16%) in effect at the time of check-out.

- Rates includes breakfast
- Rates do not include baggage fee's
- Check-in commences at 3:00pm and checkout time is 11:00am

Room rates are based on single/double occupancy. Each additional adult in the room is \$20.00, plus applicable taxes per night. Children aged 17 years and under stay free when accompanied by an adult.

The agreed Negotiated Discount is confidential.

Rates are net, non-commissionable

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 at *Hampton Inn & Suites by Hilton*

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.

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.

CANCELLATIONS: Are subject to the Hotel's current House Policy. Until 72 hours before arrival - no charge. Cancellation of a guaranteed reservation less than 72 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.

**PORTERAGE:**

The Hotel encourages porterage service for all groups (10 or more rooms) the charge is \$7.00 per person round trip, inclusive of taxes and gratuities. Please let us know if we can assist you with this service to your bookings.

ALLOCATION:

The Hotel will provide BCGolfGuide.com with a confirmed email for all reservations.

DEPOSIT / BILLING - FIT (9 or less rooms):

Full prepayment is required 30 days prior to the guest arrival date.

RESERVATION METHOD – FIT REQUESTS (9 OR LESS ROOMS):

It is understood that our reservations department will be contacted to request availability. Your contact information is as follows:

Four Points by Sheraton– Kelowna Airport

Phone Number: 250-807-2000

E-mail: info@fourpointskelownairport.com

Hampton Inn and Suites by Hilton– Kelowna Airport

Phone Number: 250-765-9042

E-mail: info@hamptonkelownairport.com

RESERVATION METHOD – FIT REQUESTS (10 OR MORE ROOMS):

It is understood that our sales department will be contacted to request availability. Your contact information is as follows:

Sara Fisher

Sales & Events Manager

Sara.fisher@fourpointskelowna.com or sara.fisher@hilton.com

250-807-2000 ext 115

STATEMENT OF ACCOUNT/INCIDENTAL CHARGES (Tour Bookings):

The Tour Director is responsible for ensuring that any incidental charges are cleared up at the time of the checkout and responsible for approving and endorsing all statements of accounts prior to checkout. Failure to comply shall result in BCGolfGuide.com being responsible for the balance shown on the submitted statement.

The Hotel requires that each guest provides a valid credit card upon check-in.

5. PAYMENT

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

If BCGolfGuide.com 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 BCGolfGuide.com 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 BCGolfGuide.com does not comply with the terms of payment, in the event that BCGolfGuide.com 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.

BOOKING AGREEMENT CONDITIONS:



- A) Any changes to this booking agreement must be in writing and signed by both parties. The depositing of funds by the tour company does not in itself constitute any agreement between parties.
- B) This booking agreement shall take effect and be binding only when it is signed by BCGolfGuide.com and the appointed representative on Hampton Inn and Suites by Hilton – Kelowna Airport and supersedes any prior agreements, policies, and discussions made between the parties heretofore.
- C) The Hotel reserves the right to change room types, based on availability.
- D) Failure of the part of the BCGolfGuide.com to comply with any of the foregoing terms and conditions shall entitle the Hotel to cancel any present and future arrangements of space booked by BCGolfGuide.com and forfeiture of deposits.

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. Group rates may vary based on the Hotel availability for the required period.

(d) **CONFIDENTIALITY.** BCGolfGuide.com will not disclose Hotel Confidential Information to any third party (except with respect to contractors or travel agents providing travel management services to BCGolfGuide.com 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 BCGolfGuide.com, 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 October 31, 2022 Hotel reservations department will notify you upon completion. While we will always do our best to accommodate our customers.



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

Signature: _____

Date

Phone: 877-223-7226

Email: ross@bcgolfguide.com