



Hotel Rate Agreement

This Hotel Rate Agreement (this “Agreement”), dated as of November 1, 2022 is made by and between BC Golf Guide and SPIRIT RIDGE HOTEL AND RESORT. Account and Hotel are referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

The Parties agree as follows:

AGREEMENT PURPOSE AND SCOPE

Account desires to utilize the services of Hotel for Account’s employee’s customers, agents or representatives, as identified by Account at the time of reservation and check-in (“**Account Guests**”), and Hyatt wishes to offer discounted rates (“**Wholesale Rates**”) for Hotel stays to Account Guests, subject to the limitations set forth herein. The Parties agree that this Agreement shall govern the terms and conditions upon which such discounted rates are offered to Account Guests.

WHOLESALE RATES

The Wholesale Rates, along with any additional special concessions, will apply as follows:

| Room Type | Room Rate |
|-------------------------------------|---|
| Standard | 20% OFF B.A.R. |
| Other Amenities included with rate: | Complimentary WIFI Complimentary Parking |
| Check-in and Check-out Times: | 4PM , 11AM |

Account Guests must be identified as Account Guests that wish to use the Wholesale Rates for business travel at the time of reservation. The Wholesale Rates are subject to any mandatory charges, which may include applicable taxes, which are currently 16.0% applicable service fees, and/or Hotel-specific fees in effect at the time of an Account Guest’s stay. Hotel shall determine, in its sole discretion, whether to offer the Discount on any particular date. The Wholesale Rates may not be used in conjunction with any other discounts or promotions offered by Hyatt or a Hotel.

The Wholesale Rates established in this Agreement apply to transient travelers only, and are not applicable to groups that require ten (10) or more rooms on peak night(s). Account acknowledges that such group room blocks must be contracted via a Group Sales Agreement, and the Wholesale Rates will not apply to such group room blocks. Account agrees to provide Hotel with the opportunity to bid on any of Account’s group meetings or events held within the local area.

TERM AND TERMINATION

This Agreement shall commence upon the Effective Date and remain valid until 31-Dec-2023 (the “**Term**”). Either Party may also terminate this Agreement upon thirty (30) days’ written notice to the other for any or no reason. Any Account Guest reservations that are booked prior to termination, even if the hotel

stay will not take place until after termination, will be subject to the terms and conditions set forth in Agreement.

The Section above titled “Wholesale Rates” shall be valid from through 31-Dec-2023 (the “**Initial Rate Term**”). The Initial Rate Term may be renewed for subsequent terms (each, “**Rate Renewal Term**”), as set forth below.

Sixty (60) days prior to the end of the Initial Rate Term or then-current Rate Renewal Term, as applicable, Hotel and Account agree to discuss Wholesale Rates for a new 2023 Rate Renewal Term

ROOM NIGHT MINIMUM AND ROOM NIGHT PRODUCTION REVIEW

The Wholesale Rates quoted are contingent on a minimum of 40 revenue-producing room nights occupied by the Account during the Initial Term and during any subsequent Renewal Term (the “**Room Night Minimum**”). By signing this Agreement, Hotel is relying on, and Account is agreeing to provide, the Room Night Minimum. Should the Account’s actualized room nights fall below the Room Night Minimum, the Account may no longer qualify for a volume discount and Hotel may either adjust the Wholesale Rates or terminate this Agreement.

Hotel and Account shall review Account’s room night production on an annual basis, as mutually agreed by the Parties. If the Hotel determines, in its sole discretion, that the Account will not achieve the Room Night Minimum, the Hotel may, at Hotel’s sole option, adjust the Wholesale Rates and availability or terminate this Agreement. Hotel will provide Account with thirty (30) days’ notice of such adjustment or termination.

BLACKOUT DATES

Hotel and Account agree that the Wholesale Rates will not be available for the following dates (“Blackout Dates”) and that the Hotel’s Prevailing Rate will apply. The Parties also agree and acknowledge that Hotel, within its sole discretion, may add additional Blackout Dates and will inform Account a minimum of fourteen (14) days prior to any new Blackout Dates.

| |
|---------------------|
| May 18-21, 2023 |
| June 30, 2023 |
| July 1-3, 2023 |
| August 4-6, 2023 |
| September 1-3, 2023 |

RESERVATION BOOKING METHOD

Reservation Procedures

All reservation requests are sent to:

Spirit Ridge Resort Reservations

Email: spiritridge.reservations@hyatt.com

Phone: 250-495-4679

CANCELLATION OF ACCOUNT GUEST RESERVATION

All cancellation notices for an Account Guest reservation must be received by 72 Hour Hotel local time. Cancellations received after **72 Hour** Hotel local time will be charged one night's room charges plus applicable taxes. A cancellation number should be obtained for reference.

After check-in, should a traveler modify their reservation to depart before the originally scheduled day of departure ("Early Departure") an Early Departure fee equivalent to one (1) night room and tax will apply.

PAYMENT PROCEDURE

BILLING PRIVILEGES

Billing privileges have been acknowledged by the hotel. BC Golf Guide agrees to pay all invoice statements within 30 days after billing date. Accounts not paid within 30 days of the date of the invoice will be subject to the loss of billing privileges at Spirit Ridge Resort. Late account payments are subject to 1.5% late fee.

Taxes

5% GST, 7% PST and 3% DMF (OIB accommodation tax).

Guest to provide individual credit card upon check-in for incidentals

Foreign Currency

Deposit and final payment funds will be converted to Canadian dollars based on the hotel's current rate of exchange at the time of receipt.

CONFIDENTIALITY

Account agrees to keep the terms of this Agreement, including the Wholesale Rates ("Confidential Information"), confidential and not to disclose such information to any third party without the consent of Hotel. In the event that Account is required by law to disclose any Confidential Information, the Account shall (to the extent legally permissible) promptly notify Hotel and allow Hotel to oppose such process.

INDEMNIFICATION AND HOLD HARMLESS

Each Party (the "Indemnifying Party") agrees to defend, indemnify and hold the other Party (with respect to Hotel, "Party" shall include Hyatt Corporation and the entity that owns the hotel), its affiliates, and each of their respective shareholders, members, directors, officers, managers, employees and representatives harmless from and against all claims, costs, losses, expenses, damages, actions, causes of action, and/or liabilities, including reasonable attorneys' fees, arising out of or resulting from any breach of this Agreement by the Indemnifying Party of its obligations under this Agreement.

Account further agrees to defend, indemnify, and hold Hotel, Hyatt Corporation and their affiliates and each of their respective shareholders, members, directors, officers, managers, employees and representatives harmless from and against all claims, costs, losses, expenses, damages, actions, causes of action, and/or liabilities, including reasonable attorneys' fees, arising out of or resulting from any negligent act undertaken or committed by the Account its employees, invitees, attendees or any contractors hired or engaged by Account in connection with the performance of Account's obligations under this Agreement.

LIMITATION OF LIABILITY

Except for damages covered by the indemnifying party's indemnification obligations as set forth in the Section titled "Indemnification and Hold Harmless," neither party shall be liable to the other for any special,

indirect, incidental, consequential, punitive or exemplary damages even if such party has knowledge of the possibility of such damages, provided that in no event shall either party be liable to the other for any lost profits.

PRIVACY OF PERSONAL INFORMATION

Hotel complies with the Global Privacy Policy for Guests, which is available at <http://privacy.hyatt.com> (the "Privacy Policy"). If applicable, Account agrees to inform Account Guests or event attendees at Hotel ("Guests") where they may access the Privacy Policy. To the extent that Account transfers information related to any person to Hotel, Account confirms and warrants that it will do so in a manner ensuring appropriate security measures and in compliance with all applicable requirements of data protection and privacy laws and regulations. Account affirms that it (and its Agent, if applicable) is authorized to provide, request, and receive information pertaining to Guests as is necessary pursuant to the Guests' hotel stay, event attendance or under this Agreement. Hotel will protect and use personal data about Guests that Hotel receives in connection with its performance of this Agreement and as set forth in the Privacy Policy, provided that Account acknowledges and agrees that certain services (e.g. web-based reservations system) may be provided by a third party and that use of such services may be subject to terms and conditions (including those regarding the access and use of Guest information) different than those in this Agreement.

GOVERNING LAW; JURISDICTION; ATTORNEYS' FEES AND COSTS

This Agreement shall be governed by and construed under the laws, ordinances, or regulations of the State or Province in which Hotel's premises are located. Any controversy, claim or dispute arising out of or relating to this Agreement shall be brought in any court of competent jurisdiction in the State or Province in which Hotel's premises are located for trial and determination without a jury. In the event any legal action (including non-judicial collection efforts) is taken by either party against the other party to enforce any of the terms and conditions of this Agreement, the unsuccessful party to such action shall pay to the prevailing party therein all court costs, reasonable attorneys' fees, and expenses incurred by the prevailing party.

MISCELLANEOUS

If any provision of the Agreement is unenforceable under applicable law, the remaining provisions shall continue in full force and effect. This Agreement contains all of the terms agreed to by the parties and supersedes and replaces any and all prior agreements, verbal or written between the Parties. Should there be any conflict between this Agreement and any addenda, exhibits, or attachments, the language of this Agreement shall control. If one party agrees to waive its right to enforce any term of this Agreement, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Agreement. Unless otherwise stated herein, any changes to these terms must be made in writing and signed by both Parties to be effective. The obligations of the parties under this Agreement that by their nature would continue beyond expiration, termination or cancellation of this Agreement shall survive any such expiration, termination or cancellation. This shall include, but not be limited to, the sections titled "Indemnification," and "Confidentiality." In addition, all liabilities and obligations that have accrued prior to termination or expiration shall also survive, and each party shall retain any and all rights that it may have under applicable law.

When signed by each party's authorized representative, this Agreement shall constitute a binding agreement between Account and Hotel.

By Hotel's
Authorized Representative

By Account's
Authorized Representative

By:

By:

Name: Leane Lees
Title: Sales Manager
Date: November 1, 2022

Name: Ross Marrington
Title: Representative
Date: