



F.I.T. YIELDABLE AGREEMENT

COMPANY NAME:  BC Golf Guide/ Golf Kamloops	HOTEL NAME:  Delta Hotels by Marriott Kamloops
COMPANY CONTACT: Glen Erickson #304-1967 Underhill St., Kelowna, BC V1X 8C9	HOTEL CONTACT:  Darcia Ball 540 Victoria St Kamloops, BC V2C 2B2
Company MARRIOTT N #:	Sales Phone: 250-819-8196
Phone: 778-655-2041	Hotel Phone: 250-372-2281
Fax:	Billing Contact: AP Delta
Email glen@bcgolfguide.com	Billing Email: ap@deltakamloops.com
	Reservations Email: lkatchmar@deltakamloops.com
EFFECTIVE DATES OF AGREEMENT: April 1, 2025 to October 31, 2025	

The following yieldable net wholesale rates are offered to you for the period of April 1, 2025 to October 31, 2025 (“Yieldable Net Rates”).

Season #	Date From (inclusive)	Date To (inclusive)	Cut- off Days	KING	QN/ QN
Season 1	Apr 1, 2025	May 31, 2025	21	\$179	\$199
Season 2	June 1, 2025	Sep 30, 2025	21	\$214	\$224
Season 3	Oct 1, 2025	Oct 31, 2025	21	\$154	\$174
Rates refer to STD room category					

Occupancy per Room Type: Single Bedded Room \_3\_Max occupancy/Two Bedded Room \_5\_Max Occupancy

**ELIGIBILITY:** You may offer and make rooms available for booking under the terms of this Agreement so long as you remain primarily engaged in the business of offering packaged travel products and services directly (or indirectly exclusively through travel agents) to prospective guests and sales, if any, of standalone unpackaged hotel inventory by you are nominal.

**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, available upon request. Hotel reserves the right to increase or decrease rates. Hotel reserves the right to increase, decrease or cease making guest rooms available at any time; this applies to freesell, on request, or any other method that the Hotel chooses to make rooms available to you or your Channels. 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 48 hours of the rate of availability change notification. Hotel has no obligation to honor any reservation(s) that are reported outside the 48 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. All rates are net non-commissionable subject to all applicable taxes (currently, tax rates are: State 5% \_\_; City \_7%\_\_; Other/Occupancy \_\_4%\_\_; rates are per room per night). The percentages specified are subject to change by government regulation and may be payable by you on the margin applied to the guest rooms over and above the room rate and subject to other terms and conditions of the applicable rate plan. Guests will not receive points or any other benefit in conjunction with Marriott’s loyalty program for reservations and bookings made through your service.

**SPECIAL EVENT/PREMIUM DATES:** Premium net wholesale leisure contract rates apply over high occupancy dates. The following charts outlined below details the premium package dates and rates offered; applicable to the room types listed below based on single/double occupancy one or two bedded room category.

Hotel reserves the right to impose additional Premium Dates and Rates at its sole discretion. In such case, Hotel will honor all reservations for the period, which were made prior to the notification of the premium rate change, provided reservation are received within 48 hours of the notification of the premium date change at the hotel.

Premium Dates/Special Event Dates	Cut-Off Dates	Base Rate
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**BLACK-OUT DATES:** Hotel reserves the right to impose black-out dates at its sole discretion. In such case, Hotel will honor all reservations for the black-out period, which were made prior to the notification of the black-out, provided reservation are received within 48 hours of the notification of the black-out at Hotel.

Black-Out Dates	
Date Range	Room Type
May 16-19,2024	STD
June 27-30, 2024	STD
August 1-4, 2024	STD

Please note additional black-out dates may be added or removed during the year at any time and the above policies will apply. Hotel will communicate changes.

**RESERVATIONS:** For FIT reservations, please call Lorrie Katchmar (Reservations Coordinator) 250-372-1125 or email [lkatchmar@deltakamloops.com](mailto:lkatchmar@deltakamloops.com). Rooms are based on availability at FIT rate category. For Group enquiries please reach out to Dakota Parry (Sales Manager) at 778-471-8031 or email [dparry@deltakamloops.com](mailto:dparry@deltakamloops.com)

**INCIDENTAL AND ADDITIONAL CHARGES:**

- a. **Children Policy:** No charge for children under 16 when occupying same room as adult(s) and using existing beds in rooms.
- b. **Extra Adult Person Charge:** Rates are for single/double occupancy only. Each additional adult will be charged \$20(plus applicable taxes) per day, with a maximum of 5 adults per room.
- c. **Rollaway Beds:** Hotel does not provide rollaway beds.
- d. **Parking:** Hotel offers self-parking at \$18 per day – surface or underground secured is available.
- e. **Porterage:** Hotel will provide Porterage service for a fee of \$12 round-trip, per person (plus applicable taxes).

**CHECK-IN AND CHECK OUT TIME:** Check-in time is 3:00 PM check-out time is 12:00 Noon All guests arriving before 2PM will be accommodated as rooms become available. Baggage may be checked-in for those arriving early if rooms are unavailable.

**CANCELLATION POLICY:** Room reservations may be canceled up to 72 hours prior to arrival via a mutually agreed documented method. If cancellation occurs within 72 hours of arrival or if a no-show occurs, a one night cancellation fee including room and tax, will be assessed. Date changes inside of the cancellation policy are considered a cancellation and a re-booking, and as such, are subject to cancellation damages. The daily cancellation fee will not be contingent on Hotel’s occupancy for the nights for which rooms are cancelled. No-shows must be paid without reliance on vouchers due to the inability of the client to present the voucher. Should you fail to pay the cancellation fee, Hotel may cancel your billing privileges and/or this agreement, at Hotel’s sole discretion, without any obligation or liability whatsoever. No refunds will be provided for early departure. The cancellation policy may be changed by Hotel at any time in Hotel’s sole discretion.

**EARLY DEPARTURE POLICY:** Regardless of early departure of a particular reservation, all originally booked room nights (whether or not consumed) of such reservation and applicable taxes will be billed to you.




**HOTEL REGISTRATION NUMBER (Canadian Hotels Only):** Hotel’s GST/HST registration number is 845696814. Hotel will endeavor to notify you in writing within thirty (30) days of any changes to its registration number.

This Agreement is subject to all the terms and conditions set forth on the following page titled “FIT Yieldable Agreement Terms and Conditions”, the Marriott Standards and Guidelines for Online Marketing and the License to Use Marriott Content located on the website <https://www.marriottwholesalers.com> subject to change by Marriott from time to time (collectively, the “**Agreement**”). In the event of a conflict between the terms on the website at <https://www.marriottwholesalers.com> and the terms set forth in the FIT Yieldable Agreement Terms and Conditions, the terms of the FIT Yieldable Agreement Terms and Conditions will prevail. 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 April 30, 2023, and the term of the Agreement shall be one year, subject to termination by either party as set forth in the FIT Yieldable Agreement Terms and Conditions. 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 and your Channels and the Hotel, as of that date.

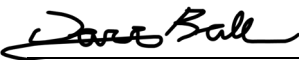
**ACCEPTED AND AGREED TO:**

**BC Golf Guide**

By: \_\_\_\_\_  
[sign here]

Name:   
Title:   
Date: 

**Delta Hotels by Marriott Kamloops**

By:   
[sign here]

Name: Darcia Ball  
Title: Director Revenue & Marketing  
Date: October 2, 2024

F.I.T. YIELDABLE AGREEMENT TERMS AND CONDITIONS

**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.

**BILLING PRIVILEGES:** You must fully prepay for all bookings at Hotels by guests through you and your Channels unless, upon application and review by the Hotel, the Hotel elects to extend alternative billing privileges to you.

**PAYMENTS FROM GUESTS:** The Hotel will collect payment from its guests for any automatic and mandatory charges, and incidental charges not included in the Standard Room Charge (defined below).

**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 make Marriott guest rooms available for booking using only the rate plans provided by Hotel under this Agreement. 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 Marriott or Hotel in its 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, through which you market Dynamic Packages directly for booking by Hotel guests. All terms and conditions of this Agreement applicable to you shall apply directly and in full to your Channels. **“Dynamic Package”** means the combination of a room made available under this Agreement with one or more other travel-related components of material value such as air inventory, rental car inventory, or rail ticket, that is booked concurrently in the same session where the Rate is not apparent to the guest.

**RATES VALID FOR OPAQUE PACKAGED TRAVEL ONLY:** All rates quoted herein are applicable to FIT leisure packaged travel only. The rates quoted in this Agreement are only for you to facilitate the booking by individual transient leisure travel guests of opaque packaged rates, not for business travel or group travel-oriented channels. You are not authorized to release these rates to any other individual or entity, including but not limited to, internet booking/electronic distribution systems, except to offline travel agencies or as and to the extent specifically authorized by Marriott or the Hotel from time to time and subject to its 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:** You will, and will cause your Channels to make Marriott guest rooms available to the end-user guest only as part of a Dynamic Package. For the avoidance of doubt, under no circumstances may guest rooms made available through the Agreement be booked by guests through your Channels on a retail website in a room-only or unbundled manner.

- You will not, and will not permit any of your Channels to;
- a. make Marriott guest rooms available to end-user guests using rates received from any other third party or distribution channel;
  - b. make Marriott guest rooms available to the end-user guest as an unpackaged, room-only product;
  - c. market Marriott guest rooms (whether as an unpackaged, room-only product or packaged product) through any third party channels (other than offline travel agencies), including but not limited to, on-line (e.g., internet based) channels or any other third party interactive channels (e.g., Online Travel Agents, Opaque Sites, Group Buying, Flash Sales, Social Commerce and Daily Deals sites and applications);
  - d. make Marriott guest rooms available through any GDS;
  - e. disclose to the end-user guest the rate at which Marriott provided you the guest room for booking by the guest;
  - f. make any false, misleading or deceptive claims that it offers specially discounted rates on Marriott inventory, or advertise that it has the lowest price available, substantial discounts,

online exclusive rates, exclusive savings, or comparable statements for Marriott guest room inventory.  
g. transfer or assign rates provided in this Agreement to any company or organization. You may not transfer or assign this Agreement or the right to any payments due hereunder.

**EXCEPTIONS:** Within 24 hours of identifying an Exception (defined below) or of being notified by Hotel or Marriott of an Exception, while you work diligently to resolve the Exception; you shall immediately suspend further access to any rooms by your Channels involved in the Exception until it is resolved. The Hotel may immediately suspend your access to any rates at the time any Exception is identified and you are notified. If the Exception remains unresolved after 2 days of notification, or is not resolved to Marriott’s satisfaction within the time period, you must cease making the property and room information and/or room prices of Hotel available to your Channels. For any Exception notified to you by Hotel, whether subsequently resolved or unresolved, the 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 immediately with written notice without incurring any liability to you for contracted rooms or rates.

For purposes of this Section, **“Exception”** shall mean if any of the following are applicable to any of your Channels: **(i)** your Channel is marketing or permitting bookings, or has control over an entity that is marketing or permitting bookings, of the Hotel’s rooms in a manner that is inconsistent with the terms of this Agreement, **(ii)** your Channel is, in the reasonable opinion of Marriott, detrimental to Marriott’s brand or image, including but not limited to displaying any information, images or their content which Marriott reasonably believes re defamatory, or libelous, lewd, pornographic, or obscene, or promote violence, or contain hate speech, **(iii)** your Channel conducts business in a manner that is inconsistent with Marriott’s business model (e.g., such Channel is a flash sales site, group buying site, or offers rooms in violation of any of the requirements set forth herein or is engaging in practices that violate Marriott’s official channel standards), **(iv)** your Channel is engaging in activities or practices that are the subject of a good faith dispute between such Channel and Marriott or the Hotel with respect to the display of rooms on such Channel, or use of intellectual property or **(v)** your Channel sells, resells, books or facilitates the booking of rooms in violation of any terms in this Agreement.

Hotel reserves the right to recover any and all Hotel and Marriott policy expenses from you in the event of an Exception, or Marriott Best Rate Guarantee approved claim which demonstrates you or your Channels as a source of the Exception. This includes the rate adjustment plus \$200USD administrative fee per approved Exception, or Best Rate Guarantee claim, to be paid by you to the Hotel within ten (10) business days of the Hotel’s invoice.

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

**REVENUE AND TAXES:** For guest rooms booked by guests through you or your Channels at rates provided through this Agreement, you will pay the Hotel an amount equal to 100% of the rate plus any applicable taxes and other charges (the **“Standard Room Charge”**). As between you and the Hotel, you will retain all amounts by which the price of a Dynamic Package exceeds the Standard Room Charge (the **“Guest Price”**). Where applicable, You will be solely responsible for, and will timely remit to the proper taxing authorities, any and all taxes, duties, charges and governmental fees that are applicable to the difference between the Guest Price and the Standard Room Charge. Where applicable by law, Hotel shall be responsible for charging, collecting and remitting the payment of Taxes to the appropriate taxing authority on the Standard Room Charge. Hotel will issue a valid tax invoice to ACV as required by the relevant tax legislation.

**DISCLOSURE:** You must, and must take commercially reasonable steps to ensure that your Channels: **(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.

**COMMITMENTS:** Discover Holidays and Hotel each agree that, to its knowledge as of the effective date of this Agreement: (i) it has all the necessary capacity and authority to enter into this Agreement; (ii) by entering into this Agreement, it is not in conflict with any other agreements to which it is a party to; and (iii) it has the capacity to perform all of its obligations under this Agreement.

**COMPLIANCE WITH LAWS:** You and Hotel will comply with all applicable foreign and domestic laws, codes, regulations, ordinances and rules with respect to your obligations under this Agreement and the services to be provided by you hereunder, including but not limited to any laws and regulations governing package and tour travel operators/organizers. You and Hotel represent, warrant and agree that you are currently and will continue to be for the term of this Agreement, in compliance with all applicable local, state, federal regulations or laws, including but not limited to, all provisions of the Patriot Act and regulations or requests of the U.S. Department of Homeland Security and the Office of Foreign Assets Control in the U.S. Department of the Treasury.

**PERSONAL DATA:** Each party acts as an independent controller with respect to its processing of personal data in connection with this Agreement. Each party will comply with its respective obligations under applicable data protection laws with respect to its processing of such personal data. To the extent that either party provides personal data to the other party pursuant to this Agreement, the party supplying the personal data confirms that it has consent or another legal basis to provide the personal data to the receiving party and for the receiving party to process the personal data consistent with this Agreement, and in accordance with its applicable privacy policy. For clarity, nothing in this Agreement limits a party's ability to use an individual's personal data to the extent directed by, consented to or requested by such individual. The parties agree that in the event privacy laws applicable to any personal data exchanged between the parties for the purpose of this Agreement require additional obligations or safeguards from either party to ensure the protection of personal data, the parties agree to negotiate in good faith the terms of a data sharing agreement setting out the terms and conditions applicable to the transfer and protection of personal data in connection with this Agreement.

**INSURANCE:** You and the Hotel must each procure, maintain and keep in full force and effect during the term of the Agreement adequate insurance coverage (including public liability or commercial general liability insurance) as required by law, with a reputable company.

**INDEMNITY:** Hotel agrees to defend, indemnify and hold harmless Discover Holidays and its directors, officers, agents and employees (the "Discover Holidays Indemnified Parties") from and against all actions, proceedings, liabilities, damages, losses and claims including, but not limited to fines, penalties, and reasonable legal fees brought against, or recoverable from any or all of the Discover Holidays Indemnified Parties, to the extent arising or resulting directly from: (i) Hotel's breach of the terms of this Agreement, including Hotel's Representations and Warranties hereunder; (ii) any damage or liability arising out of an accident, incident or injury suffered by or involving Discover Holidays clients at Hotel or on Hotel's premises solely to the extent such damage or liability is directly caused by Hotel or its employees; (ii) any negligent act or omission of Hotel, its employees, agents or any other person for whom Hotel is at law responsible; (iv) Discover Holiday's use of intellectual property provided by Hotel in accordance with the terms of this Agreement.

Discover Holidays agrees to defend, indemnify and hold harmless Hotel and its management company, owner directors, officers, agents and employees (the "Hotel Indemnified Parties") from and against all actions, proceedings, liabilities, damages, losses and claims including but not limited to fines, penalties, and reasonable legal fees, brought against, or recoverable from any or all of the Hotel Indemnified Parties to the extent arising or resulting directly from: (i) Discover Holiday's breach of the terms of this Agreement, including Discover Holidays Representations and Warranties; (ii) any negligent act or omission of Discover Holidays, its employees, agents or any other person for whom Discover Holidays is at law responsible; or (iii) Hotel's use of intellectual property provided by Discover Holidays in accordance with the terms of this Agreement.

This paragraph shall not waive any statutory limitations of liability available to either party, including innkeepers' limitation of liability laws, nor shall it waive any defenses either party may have with respect to any claim.

**LIMITATION OF LIABILITY:** DURING THE TERM, YOU SHALL USE COMMERCIALY REASONABLE EFFORTS TO

MAINTAIN THE AVAILABILITY OF YOUR CHANNELS, BUT YOU ARE NOT RESPONSIBLE OR LIABLE FOR ANY INTERRUPTIONS OR DELAYS IN THE OPERATION OF YOUR CHANNELS. EACH PARTY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND UNINTERRUPTED SERVICE. EXCEPT FOR ANY TRADEMARK/TRADENAME AND LICENSE OBLIGATIONS ESTABLISHED HEREIN (INCLUDING THOSE ON THE WEBSITE AT [HTTPS://WWW.MARRIOTTWHOLESALERS.COM](https://www.marriottwholesalers.com)), THE INDEMNIFICATION OBLIGATIONS ESTABLISHED HEREIN, AND ANY CONFIDENTIALITY AND PERSONAL DATA OBLIGATIONS ESTABLISHED HEREIN, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY UNFORESEEABLE, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT, OR FOR FRAUDULENT MISREPRESENTATION.

**GOVERNING LAW AND JURISDICTION:** This Agreement and all matters or issues related thereto shall be governed by the laws of the State of New York without regard to its choice of laws. The parties agree that any action arising out of this Agreement shall be filed in a state or federal court of competent jurisdiction in or near New York, New York, and the parties hereby consent to the jurisdiction and venue of such court. EACH PARTY HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

**CONFIDENTIALITY:** Each party agrees to keep the terms of this Agreement confidential and shall not disclose the said terms to any third party without the other party's prior written consent. For clarity, either party may disclose the terms of this Agreement to its officers, employees, and advisors, provided anyone to whom the terms are disclosed are made aware of the confidentiality obligations herein. Further, the terms of this Agreement may be disclosed in the course of an examination or audit of either party's business conducted by a taxing or another governmental authority (including any proceedings relating to the same and any tax litigation) or otherwise pursuant to a valid court order.

**RELOCATED CUSTOMERS:** Hotel will follow its customary relocation policy in regard to Customers. It is standard practice when relocating a customer, to refer the customer to a comparable Marriott affiliated hotel in the area or a hotel of another brand in the area with comparable standards of hospitality.

**TERMINATION:**

- a. Either party may terminate this Agreement at any time upon 30 days' written notice to the other party.
- b. Hotel reserves the right to cancel any booking made in breach of the Agreement.
- c. Either Party may terminate this Agreement immediately upon providing written notice to the other in the event of a breach of this Agreement which cannot be cured or is not cured within ten (10) business days of the non-defaulting party notifying the defaulting party of such breach.
- d. 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.
- e. 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 and sent to the address stated on the first page of this Agreement.

**SEVERABILITY:** The invalidity or unenforceability of any provision of this Agreement will not affect the validity or

enforceability of any other provision hereof and any such invalid or unenforceable provision will be deemed to be severable.

**MODIFICATION:** This Agreement shall not be amended, altered, or modified in any respect except by mutual agreement in writing, executed by both Parties hereto. Both Parties signing this Agreement affirm their ability to sign, execute and bind each respective company to the terms and conditions of the Agreement. Both parties agree and accept fax transmissions or PDF of this executed Agreement as binding upon both parties.

**COUNTERPARTS & ELECTRONIC DELIVERY:** This Agreement may be executed in several counterparts at the same or different times and such counterparts as are so executed shall together form one original Agreement and shall be read together and construed as if all the signing parties hereto had executed one copy of the Agreement at the same time.